July 30, 2019

PRESENTATION (9:00 a.m.)
Chairwoman Bartlett will be commending County of Orange Departments who received Achievement Awards from National Association of Counties (NAcO)

PRESENTATION (12:00 p.m.)
Recognition and celebration of the 130th Anniversary of the Incorporation of the County of Orange (will be held in the Hall of Administration, 1st Floor Lobby at 12:00 p.m.)

DISCUSSION

21. Continued to 8/13/19, 9:30 a.m.

22. Revised Title to read: County Executive Office - Approve grant applications/awards submitted by Health Care Agency, OC Public Works and OC Community Resources in 7/30/19 grant report and other actions as recommended; adopt resolution authorizing Health Care Agency Director or designee to apply, submit, execute application and related documents to State Department of Housing and Community Development for Housing for Healthy California Article II, Notice of Funding Availability; adopt resolution authorizing OC Public Works and OC Community Resources to apply and submit application with State Department of Housing and Community Development for Planning Grants Program; and authorize OC Public Works Director or designee to execute application, amendments and related documents; and adopt resolution authorizing OC Community Resources Director or designee to accept California Emergency Solutions and Housing grant and execute standard agreement, any subsequent amendments and related documents to the program - All Districts

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

Item: 22

Supplemental Item(s)

S24A. Supervisor Wagner - Approve addition of the opening ceremony for Irvine Lake to FY 2019-20 County Events Calendar and per Government Code Section 26227, find that the campaign will serve a public purpose of and will meet the social needs of the population of the County and staff and resources may be used in furtherance of such events

S24B. Supervisor Wagner - Approve addition of the Orange Park Acres BBQ being held Saturday, September 14, 2019 to FY 2019-20 County Events Calendar and per Government Code Section 26227, find that the campaign will serve a public purpose of and will meet the social needs of the population of the County and staff and resources may be used in furtherance of such events
S24C. Continued to 8/13/19, 9:30 a.m.  
**County Executive Office** - Approve sole source contract CT-017-19011503 with Gartner, Inc. for consulting services, 8/5/19 - 11/4/19 ($400,000); and authorize County Procurement Officer or authorized Deputy to execute contract - All Districts

S24D. **Vice Chair Steel** - Orange County Planning Commission – Appoint Hang Harper, Fountain Valley, for term concurrent with 2nd District Supervisor’s term of office
Date: 7/29/19
To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Re: ASR Control #: 19-000796, Meeting Date 7/30/19  Agenda Item No. # 21
Subject: County Business Travel and Meeting Policy

[Check box] Request to continue Agenda Item No. # 21 to the 8/13/19 Board Meeting.
Comments:

[Check box] Request deletion of Agenda Item No. # _____
Comments:
Revision to ASR and/or Attachments

Date: July 26, 2019
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer
Re: ASR Control #: 19-000666, Meeting Date 7/30/2019 Agenda Item No. # 22
Subject: Grant Applications/Awards Report

Explanation: CEO-LA would like to revise the recommended action in CAMS for item number 11 (Grant Application for Probation) on the grants report.

☐ Revised Recommended Action(s)

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

☒ Revised Attachments (attach copy of revised attachment(s))

The resolution for OC Public Work’s SB 2 Planning Grant (item 2) was modified.
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, July 30, 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 Grant Application and Adopt Resolution – Health Care Agency/OC Community Resources – Housing for a Healthy California (HHC) Program – $19,907,136.


3. Approve Grant Application and Adopt Resolution – OC Community Resources – California Emergency Solutions and Housing Program (CESH) – $1,116,498.


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
Today's Date: 07/22/2019
Requested Agency/Department: HCA Behavioral Health Services/OCCR
Grant Name and Project Title: Housing for a Healthy California (HHC) Program
Sponsoring Organization/Grant Source: California Department of Housing and Community Development (HCD)
Application Amount Requested: $19,907,136
Application Due Date: August 13, 2019
Awarded Funding Amount: N/A
Notification Date of Funding Award: December 2019
Is this an Authorized Retroactive Grant Application/Award? No

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

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? (Please include the specific budget)

Will the grant/program create new part or full-time positions? No new positions will be created.

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.

On May 13, 2019, the California Department of Housing and Community Development (HCD) announced the availability of funding for the Housing for a Healthy California (HHC) Program. HCD issued two separate Notices of Funding Availability: Article I for approximately $33 million in National Housing Trust Fund Allocation funds, and Article II for approximately $60 million in Building Homes and Jobs Act (SB2) funds. The program is provided pursuant to AB74, to assist in creating permanent supportive housing opportunities for individuals who are chronically homeless or homeless and high-cost health users.

Housing Developers are eligible applicants under Article I of the funding opportunity. Counties are eligible applicants under Article II. Eligible uses of funding include: acquisition, new construction, or reconstruction and rehabilitation of projects; and operating assistance including long-term rental assistance to private landlords for up to five years and/or Capitalized Operating Subsidy Reserves (COSR) for at least 15 years to pay for operating costs of units receiving capital funding.

**Article I:** One Housing Developer, American Family Housing (AFH), responded to an email from OCCR expressing interest in participating in the HHHC program. AFH is preparing an application for capital funding under Article I, to fund the development of 24 HHC units within a 49 unit project, named Casa Paloma, located at 15162 Jackson Street in Midway City. AFH has also submitted an Expression of Interest to OCCR, seeking Special Needs Housing Program (SNHP) and No Place Like Home (NPLH) funding for an additional 24 units in this project, as well as 48 project based vouchers and up to $2,000,000 in capital funding under the OCCR Notice of Funding Availability (NOFA). The remaining unit will be a manager's unit.
If funded, the County will provide an estimated 55 year supportive services commitment for HHC funded units, through Health Care Agency’s Behavioral Health Services (BHS) and Whole Person Care (WPC) programs. CalOptima will provide supportive services for the same term, through its Managed Care Plan and Health Homes Program.

Supportive services will include, but not be limited to, case management and service coordination, housing navigation and support, mental health treatment, drug and alcohol counseling and education, peer mentoring, medication support, non-medical transportation, and a variety of other supportive services and linkages to community based resources.

**Article II:** The County will be the applicant under Article II and is requesting authorization to apply for funding for long-term rental assistance to pay private landlords for a five year time period, for up to 214 individuals who are chronically homeless or homeless and high-cost health users. The maximum application amount is $20 million. The estimated cost of rental assistance for these 214 individuals for five years is $19,907,136. Upon receipt of HHC funding, OCR plans to issue a Request for Proposals (RFP) to identify and determine a qualified provider to manage the rental subsidies and be the fiscal administrator for the grant.

Supportive services for individuals receiving long-term rental assistance will be provided by HCA’s Behavioral Health Services, Whole Person Care, and CalOptima. HCA’s supportive services commitment is estimated at up to $20 million over the five year time period of the program, with Mental Health Services Act (MHSA) and Whole Person Care (WPC) program funds utilized to fund these services. Services will be similar to those described above for Article I.

In order to apply for the competitive HHC Article II funding, the California Department of Housing and Community Development (HCD) requires that the County submit a resolution in the format and substance, as included in Attachment A. HCA is requesting that the Board adopt the proposed resolution in Attachment A.

### Board Resolution Required?
Yes [ ]
No [ ]

### Deputy County Counsel Name:
Massoud Shamel

### Recommended Action/Special Instructions
1. Adopt the Authorizing Application for, and Receipt of, Housing for a Healthy California (HHC) Article II Grant Funds Resolution.
2. Authorize County Executive, or designee, to submit a project application to state HCD for $19,907,136 for the HHC Competitive NOFA to be used to fund long-term rental assistance for 214 individuals over five years, and authorize County Executive or designee to sign related HHC application documents and amendments thereto.
3. Authorize the Health Care Agency to make supportive services available, through Behavioral Health Services and the Whole Person Care Program, for five years for individuals receiving long-term rental assistance through the HHC program, in accordance with the County’s supportive services plan.
4. Authorize the Health Care Agency to make supportive services available, through Behavioral Health Services and the Whole Person Care Program, to HHC tenants in the American Family Housing Casa Paloma project for at least 55 years, in accordance with the County’s supportive services plan.

### Department Contact:
Jeff Nagel, 714-834-7024
Shannon Legere, 714-480-6534

### Name of the individual attending the Board Meeting:
Jeff Nagel, Deputy Agency Director, Behavioral Health Services, Health Care Agency
Shannon Legere, Director, OC Housing and Homeless Services, Orange County Community Resources
RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

AUTHORIZING APPLICATION FOR, AND RECEIPT OF, HOUSING FOR A HEALTHY CALIFORNIA (HHC) ARTICLE II GRANT FUNDS

RESOLUTION NO. ________________

July 30, 2019

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated May 13, 2019 (NOFA), for its Housing for a Healthy California (HHC) Article II Grants; and

WHEREAS, the County of Orange desires to submit a project application for the HHC Program and will submit a 2019 HHC Article II Application (Application) as described in the HHC Article II NOFA and HHC Article II Guidelines released by the Department for the HHC Program; and

WHEREAS, the Department is authorized to provide approximately $60 million from the Building Homes and Jobs Act Fund to Counties for permanent Supportive housing for individuals who are Chronically homeless, or Homeless and a High-cost health user, authorized by Part 14.2 (commencing with Section 53590) of Division 31 of the Health and Safety Code.

NOW, THEREFORE, THE COUNTY OF ORANGE RESOLVES AS FOLLOWS:

SECTION 1. The County is hereby authorized and directed to apply for and submit to the Department, the 2019 HHC Article II Application released May 13, 2019 in the amount of $19,907,136.

SECTION 2. In connection with the HHC Article II Grant, if the Application is approved by the Department, the County is authorized to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) for an amount not to exceed $20,000,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the HHC Article II Grant, the County’s obligations related thereto, and all amendments thereto (collectively, the “HHC Article II Grant Documents”).

SECTION 3. The County shall be subject to the terms and conditions as specified in the Standard Agreement, the HHC Article II Guidelines published by the Department and the HHC statute (Health and Safety Code §53590 et. seq.). Funds are to be used for allowable project expenditures as specifically identified in the Standard Agreement, the HHC statute (Health and Safety Code §53590 et. seq.) and applicable HHC Guidelines. The Application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the executed Standard Agreement. The County hereby agrees to use the funds for eligible uses in the manner
presented in the Application as approved by the Department and in accordance with the HHC Article II NOFA, the HHC Article II Guidelines, and 2019 HHC Article II Application.

SECTION 4. The County Executive or designee is authorized and directed to execute the County of Orange HHC Article II Application, the HHC Article II Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the HHC Article II Grant.

ADOPTED on July 30, 2019, by the Board of Supervisors of the County of Orange by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

________________________
Signature of Attesting Officer
Robin Stieler, Clerk of the Board
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

<table>
<thead>
<tr>
<th>GRANT APPLICATION / GRANT AWARD</th>
</tr>
</thead>
</table>

**Today’s Date:** July 30, 2019  
**Requesting Agency/Department:** OC Public Works  
**Grant Name and Project Title:** SB 2 Planning Grants Program  
**Sponsoring Organization/Grant Source:**  
State of California  
Department of Housing and Community Development (HCD)  
**Application Amount Requested:** $310,000  
**Application Due Date:** 11/30/2019  
**Board Date when Board Approved this Application:** N/A  
**Awarded Funding Amount:** N/A  
**Notification Date of Funding Award:** Applicants will be notified within 60 days of HCD’s receipt of the application regarding the status of the application and/or if any additional information is required.  
**Is this an Authorized Retroactive Grant Application/Award?** No  
(If yes, attach memo to CEO)  
**Recurrence of Grant**  
New ☒ Recurrent ☐ Other ☐ Explain: N/A  
**Does this grant require CEQA findings?** Yes ☐ No ☒  
**What Type of Grant is this?** Competitive ☐ Other Type ☐ Explain: Notice of Funding Availability (NOFA)  
**County Match?** Yes ☐ Amount _____ or ______ % No ☒  
**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?** 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 State of California Housing and Community Development (HCD) released a grant opportunity authorized underneath the Planning Grants Program (PGP) provisions of SB 2 (Chapter 364, Statutes of 2017) that is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. The County of Orange is eligible for an allocation in the amount of $310,000.

The SB 2 Planning Grant funds will be utilized by OC Public Works and OC Community Resources. OC Public Works will utilize SB 2 funds for the preparation of a General Plan Amendment, which will include site inventory and assessment, and a Zoning Code Amendment that supports rezoning by-right and updated design and development standards that expands housing opportunities. OC Community Resources will utilize the SB 2 funds to create a business/strategic plan, conduct entity formation tasks, and administrative policies and procedures to help promote and guide the newly formed Orange County Housing Finance Trust.
THE BOARD OF SUPERVISORS RESOLVES AS FOLLOWS:

1. The County of Orange, represented by OC Public Works and OC Community Resources, is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of $310,000.

2. In connection with the PGP grant, if the application is approved by the Department, the Director of OC Public Works or designee is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of $310,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the County’s obligations related thereto, and all amendments thereto (collectively, the “PGP Grant Documents”).

3. The County of Orange shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The County of Orange hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

4. The Director of OC Public Works or designee is authorized to execute the County of Orange Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the PGP Grant.

List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Colby Cataldi, Deputy Director, OC Development Services, OC Public Works, (714) 667-8860, colby.cataldi@ocpw.ocgov.com
Julia Bidwell, Director, Housing & Community Development, OC Community Resources (714) 480-2991, julia.bidwell@occr.ocgov.com
Eileen DePuy, Manager/Grant Coordinator, OC Public Works (714) 955-0255, eileen.depuy@ocpw.ocgov.com

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

Shane L. Silsby, Director, OC Public Works
Colby Cataldi, Deputy Director, OC Development Services, OC Public Works
Julia Bidwell, Director, Housing & Community Development, OC Community Resources
RESOLUTION NO.
A RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the Board of Supervisors of Orange County, California desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to $123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA RESOLVES AS FOLLOWS:

SECTION 1. The Board of Supervisors of Orange County, California is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of $310,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the Director of OC Public Works or designee is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of $310,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the County’s obligations related thereto, and all amendments thereto (collectively, the “PGP Grant Documents”).

SECTION 3. The County of Orange, California shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The Board of Supervisors of Orange County, California hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.
SECTION 4. The Director of OC Public Works or designee is authorized to execute the County of Orange Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the County of Orange as required by the Department for receipt of the PGP Grant.

ADOPTED ________________, 2019, by the Board of Supervisors of Orange County, California by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________________________
Lisa A. Bartlett, Chairwoman
Board of Supervisors of Orange County, California

ATTEST: ______________________________________
Robin Stieler, Clerk of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM: ________________________________
Matthew Sprissler, County Counsel
County of Orange, California
<table>
<thead>
<tr>
<th><strong>Today's Date:</strong></th>
<th>July 22, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>OC Community Resources Housing &amp; Homeless Services</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>California Emergency Solutions and Housing Program (CESH)</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>State Department of Housing and Community Development (HCD)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$1,116,498</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>June 28, 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>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No, this is a revision of a previously approved Resolution 19-021, Item 20 from April 9, 2019. HCD is requiring change of NOFA release date and updated CoC allocation amount.</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New □ Recurrent □</td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes □ No □</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive □ Other Type □</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes □ Amount_____ or _____% □</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>No match is required.</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No.</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></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>
</tbody>
</table>

The California Emergency Solutions and Housing Program (CESH) is a new program recently established by California Senate Bill 850 Housing (SB 850) and is funded with a portion of Senate Bill 2 Building and Jobs Act (SB 2) homeless revenue and remaining California Emergency Solutions Grant funds. CESH funding provides grants to administrative entities to assist persons who are experiencing or are at-risk of homelessness. State Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) on March 21, 2019 to Administrative Entities.

The NOFA requires that an Administrative Entity be either a unit of general purpose local government, a nonprofit organization that has previously administered U.S. Department of Housing and Urban
Development (HUD) Continuum of Care funds as the collaborative applicant, or unified funding agency. The NOFA outlines application, documentation, reporting requirements and deadlines for Administrative Entities. Administrative Entities are responsible for administrating CESH program funds in collaboration with the local Continuum of Care (CoC) and the respective CoC service area.

OC Community Resources was designated by the CoC Board on Wednesday, March 27, 2019, to serve as the Administrative Entity for CESH funding in collaboration with the Orange County Continuum of Care. NOFA requirements include (1) the submission of a letter to HCD describing the provider selection process anticipated to be used to allocate available funds to sub-recipients that avoids conflicts of interest in program selection and is easily accessible to the public; and (2) an authorizing resolution by the Administrative Entity’s Governing Board. OC Community Resources provided the required letter to HCD on June 28, 2019 and seeks the Board’s approval of the authorizing Resolution to Administer CESH Funds included herewith.

If awarded, OC Community Resources will utilize CESH funds for eligible activities within the specified Continuum of Care service area like rental assistance, housing relocation and stabilization services, flexible housing subsidy funds, operating support for emergency housing interventions including but not limited to navigation centers, street outreach, and shelter diversion. The allocation amount of $1,116,498 allows for the County to retain five percent ($55,825) of the allocation amount for administration of the funding. Upon submission of the required documents and notification of award by HCD, the State will execute a standard agreement with OC Community Resources.

**Board Resolution Required?**

(Please attach document to eForm)

Yes ☒  No ☐

**Deputy County Counsel Name:**

(Please list the Deputy County Counsel that approved the Resolution)

John Cleveland

**Recommended Action/Special Instructions**

(Please specify below)

1. Authorize OC Community Resources to apply for California Emergency Solutions and Housing (CESH) funds in the amount of $1,116,498.

2. Authorize the OC Community Resources Director or designee to execute the standard agreement with the State of California, Department of Housing and Community Development to administer California Emergency Solutions and Housing funds and submit necessary documents.

3. Approve the Resolution to Administer CESH Funds which has been reviewed and approved as to form by John Cleveland of County Counsel.

4. Authorize OC Community Resources to conduct a procurement process to select sub-recipients.

**Department Contact:**

List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Shannon Legere
Director of Housing & Homeless Services
OC Community Resources
Shannon.Legere@occr.ocgov.com
714-480-6534

**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:

Shannon Legere
Director of Housing & Homeless Services
OC Community Resources
Shannon.Legere@occr.ocgov.com
714-480-6534
Resolution Number

OC Community Resources, County of Orange

AUTHORIZING RESOLUTION

RESOLUTION OF THE BOARD OF SUPERVISORS OF
COUNTY OF ORANGE, CALIFORNIA
July 30, 2019

OC Community Resources, County of Orange

A majority of the Board of Supervisors of the County of Orange (“Applicant”) hereby consent to, adopt and ratify the following resolutions:

A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated March 21, 2019 under the California Emergency Solutions and Housing (“CESH”) Program (“Program”, or “CESH Program”); and

B. WHEREAS Applicant is an Administrative Entity designated by the Continuum of Care to administer California Emergency Solutions and Housing Program funds; and

C. WHEREAS the Department may approve funding allocations for the CESH Program, subject to the terms and conditions of the NOFA, Program requirements, and the Standard Agreement and other contracts between the Department and CESH grant recipients.

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of CESH funds from the Department pursuant to the above referenced CESH NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the CESH Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a CESH grant, in an amount not to exceed $1,116,498 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the CESH funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. The Director of OC Community Resources or designee is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the CESH grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the County of Orange Board of Supervisors this 30th day of July, 2019 by the following vote:

AYES:____________________
NOES:___________________
ABSTENTIONS:___________
ABSENT:___________

__________________________________________
Signature of Approving Officer
Lisa Bartlett, Chairwoman

__________________________________________
Signature of Attesting Officer
Robin Stieler, Clerk of the Board
AGENDA STAFF REPORT

MEETING DATE: 07/30/19
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

CEO CONCUR  COUNTY COUNSEL REVIEW  CLERK OF THE BOARD
Concur                         Approved Resolution to Form  Discussion
3 Votes Board Majority

| Budgeted: N/A | Current Year Cost: N/A | Annual Cost: N/A |
| Staffing Impact: No | # of Positions: | Sole Source: N/A |
| Current Fiscal Year Revenue: N/A |  |
| Funding Source: N/A | County Audit in last 3 years: No |

Prior Board Action: N/A

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

1. Approve Grant Application and Adopt Resolution – Health Care Agency/OC Community Resources – Housing for a Healthy California (HHC) Program – $19,907,136.


3. Approve Grant Application and Adopt Resolution – OC Community Resources – California Emergency Solutions and Housing Program (CESH) – $1,116,498.


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
Attachment B - HCA Resolution
Attachment B - OCPW Resolution
Attachment B - OCCR Resolution
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, July 30, 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 Grant Application and Adopt Resolution – Health Care Agency/OC Community Resources – Housing for a Healthy California (HHC) Program – $19,907,136.


3. Approve Grant Application and Adopt Resolution – OC Community Resources – California Emergency Solutions and Housing Program (CESH) – $1,116,498.


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>07/22/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>HCA Behavioral Health Services/OCCR</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Housing for a Healthy California (HHC) Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Department of Housing and Community Development (HCD)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$19,907,136</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>August 13, 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>December 2019</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
</tbody>
</table>

Recurrence of Grant

<table>
<thead>
<tr>
<th>New</th>
<th>Recurrent</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does this grant require CEQA findings?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No ☑</th>
</tr>
</thead>
</table>

What Type of Grant is this?

<table>
<thead>
<tr>
<th>Competitive</th>
<th>Other Type</th>
<th>Explain:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

County Match?

<table>
<thead>
<tr>
<th>Yes</th>
<th>Amount____ or _____%</th>
<th>No ☑</th>
</tr>
</thead>
</table>

How will the County Match be Fulfilled?

(Please include the specific budget)

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

| No new positions will be created. |

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.

On May 13, 2019, the California Department of Housing and Community Development (HCD) announced the availability of funding for the Housing for a Healthy California (HHC) Program. HCD issued two separate Notices of Funding Availability: Article I for approximately $33 million in National Housing Trust Fund Allocation funds, and Article II for approximately $60 million in Building Homes and Jobs Act (SB2) funds. The program is provided pursuant to AB74, to assist in creating permanent supportive housing opportunities for individuals who are chronically homeless or homeless and high-cost health users.

Housing Developers are eligible applicants under Article I of the funding opportunity. Counties are eligible applicants under Article II. Eligible uses of funding include: acquisition, new construction, or reconstruction and rehabilitation of projects; and operating assistance including long-term rental assistance to private landlords for up to five years and/or Capitalized Operating Subsidy Reserves (COSR) for at least 15 years to pay for operating costs of units receiving capital funding.

**Article I:** One Housing Developer, American Family Housing (AFH), responded to an email from OCCR expressing interest in participating in the HHC program. AFH is preparing an application for capital funding under Article I, to fund the development of 24 HHC units within a 49 unit project, named Casa Paloma, located at 15162 Jackson Street in Midway City. AFH has also submitted an Expression of Interest to OCCR, seeking Special Needs Housing Program (SNHP) and No Place Like Home (NPLH) funding for an additional 24 units in this project, as well as 48 project based vouchers and up to $2,000,000 in capital funding under the OCCR Notice of Funding Availability (NOFA). The remaining unit will be a manager’s unit.
If funded, the County will provide an estimated 55 year supportive services commitment for HHC funded units, through Health Care Agency’s Behavioral Health Services (BHS) and Whole Person Care (WPC) programs. CalOptima will provide supportive services for the same term, through its Managed Care Plan and Health Homes Program.

Supportive services will include, but not be limited to, case management and service coordination, housing navigation and support, mental health treatment, drug and alcohol counseling and education, peer mentoring, medication support, non-medical transportation, and a variety of other supportive services and linkages to community based resources.

**Article II:** The County will be the applicant under Article II and is requesting authorization to apply for funding for long-term rental assistance to pay private landlords for a five year time period, for up to 214 individuals who are chronically homeless or homeless and high-cost health users. The maximum application amount is $20 million. The estimated cost of rental assistance for these 214 individuals for five years is $19,907,136. Upon receipt of HHC funding, OCCR intends to issue a Request for Proposals (RFP) to identify and determine a qualified provider to manage the rental subsidies and be the fiscal administrator for the grant.

Supportive services for individuals receiving long-term rental assistance will be provided by HCA’s Behavioral Health Services, Whole Person Care, and CalOptima. HCA’s supportive services commitment is estimated at up to $20 million over the five year time period of the program, with Mental Health Services Act (MHSA) and Whole Person Care (WPC) program funds utilized to fund these services. Services will be similar to those described above for Article I.

In order apply for the competitive HHC Article II funding, the California Department of Housing and Community Development (HCD) requires that the County submit a resolution in the format and substance, as included in Attachment A. HCA is requesting that the Board adopt the proposed resolution in Attachment A.

### Board Resolution Required?
(Please attach document to eForm)

- Yes ☒
- No ☐

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

Massoud Shamel

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

1. Adopt the Authorizing Application for, and Receipt of, Housing for a Healthy California (HHC) Article II Grant Funds Resolution.

2. Authorize County Executive, or designee, to submit a project application to state HCD for $19,907,136 for the HHC Competitive NOFA to be used to fund long-term rental assistance for 214 individuals over five years, and authorize County Executive or designee to sign related HHC application documents and amendments thereto.

3. Authorize the Health Care Agency to make supportive services available, through Behavioral Health Services and the Whole Person Care Program, for five years for individuals receiving long-term rental assistance through the HHC program, in accordance with the County’s supportive services plan.

4. Authorize the Health Care Agency to make supportive services available, through Behavioral Health Services and the Whole Person Care Program, to HHC tenants in the American Family Housing Casa Paloma project for at least 55 years, in accordance with the County’s supportive services plan.

### Department Contact:
List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

- Jeff Nagel, 714-834-7024
- Shannon Legere, 714-480-6534

### 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:

- Jeff Nagel, Deputy Agency Director, Behavioral Health Services, Health Care Agency
- Shannon Legere, Director, OC Housing and Homeless Services, Orange County Community Resources
RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

AUTHORIZING APPLICATION FOR, AND RECEIPT OF, HOUSING FOR A HEALTHY CALIFORNIA (HHC) ARTICLE II GRANT FUNDS

RESOLUTION NO. _________________

July 30, 2019

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated May 13, 2019 (NOFA), for its Housing for a Healthy California (HHC) Article II Grants; and

WHEREAS, the County of Orange desires to submit a project application for the HHC Program and will submit a 2019 HHC Article II Application (Application) as described in the HHC Article II NOFA and HHC Article II Guidelines released by the Department for the HHC Program; and

WHEREAS, the Department is authorized to provide approximately $60 million from the Building Homes and Jobs Act Fund to Counties for permanent Supportive housing for individuals who are Chronically homeless, or Homeless and a High-cost health user, authorized by Part 14.2 (commencing with Section 53590) of Division 31 of the Health and Safety Code.

NOW, THEREFORE, THE COUNTY OF ORANGE RESOLVES AS FOLLOWS:

SECTION 1. The County is hereby authorized and directed to apply for and submit to the Department, the 2019 HHC Article II Application released May 13, 2019 in the amount of $19,907,136.

SECTION 2. In connection with the HHC Article II Grant, if the Application is approved by the Department, the County is authorized to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) for an amount not to exceed $20,000,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the HHC Article II Grant, the County’s obligations related thereto, and all amendments thereto (collectively, the “HHC Article II Grant Documents”).

SECTION 3. The County shall be subject to the terms and conditions as specified in the Standard Agreement, the HHC Article II Guidelines published by the Department and the HHC statute (Health and Safety Code §53590 et. seq.). Funds are to be used for allowable project expenditures as specifically identified in the Standard Agreement, the HHC statute (Health and Safety Code §53590 et. seq.) and applicable HHC Guidelines. The Application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the executed Standard Agreement. The County hereby agrees to use the funds for eligible uses in the manner
presented in the Application as approved by the Department and in accordance with the HHC Article II NOFA, the HHC Article II Guidelines, and 2019 HHC Article II Application.

SECTION 4. The County Executive or designee is authorized and directed to execute the County of Orange HHC Article II Application, the HHC Article II Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the HHC Article II Grant.

ADOPTED on July 30, 2019, by the Board of Supervisors of the County of Orange by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

__________________________________
Signature of Attesting Officer
Robin Stieler, Clerk of the Board
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

<table>
<thead>
<tr>
<th>GRANT APPLICATION /</th>
<th>GRANT AWARD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Today's Date:</strong></td>
<td>July 30, 2019</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>OC Public Works</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>SB 2 Planning Grants Program</td>
</tr>
</tbody>
</table>
| **Sponsoring Organization/Grant Source:**  
(If the grant source is not a government entity, please provide a brief description of the organization/foundation) | State of California  
Department of Housing and Community Development (HCD) |
| **Application Amount Requested:** | $310,000 |
| **Application Due Date:** | 11/30/2019 |
| **Board Date when Board Approved this Application:** | N/A |
| **Awarded Funding Amount:** | N/A |
| **Notification Date of Funding Award:**  
Applicants will be notified within 60 days of HCD’s receipt of the application regarding the status of the application and/or if any additional information is required. | |

**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>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does this grant require CEQA findings?</th>
<th>Yes ☐</th>
<th>No ☑</th>
</tr>
</thead>
</table>
| **What Type of Grant is this?**  
Notice of Funding Availability (NOFA) | Competitive ☐ | Other Type ☑ Explain: Notice of Funding Availability (NOFA) |
| **County Match?**  
Amount _____ or ______ % | Yes ☐ | No ☑ |

| 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? | 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 State of California Housing and Community Development (HCD) released a grant opportunity authorized underneath the Planning Grants Program (PGP) provisions of SB 2 (Chapter 364, Statutes of 2017) that is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. The County of Orange is eligible for an allocation in the amount of $310,000.

The SB 2 Planning Grant funds will be utilized by OC Public Works and OC Community Resources. OC Public Works will utilize SB 2 funds for the preparation of a General Plan Amendment, which will include site inventory and assessment, and a Zoning Code Amendment that supports rezoning by-right and updated design and development standards that expands housing opportunities. OC Community Resources will utilize the SB 2 funds to create a business/strategic plan, conduct entity formation tasks, and administrative policies and procedures to help promote and guide the newly formed Orange County Housing Finance Trust.
THE BOARD OF SUPERVISORS RESOLVES AS FOLLOWS:

1. The County of Orange, represented by OC Public Works and OC Community Resources, is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of $310,000.

2. In connection with the PGP grant, if the application is approved by the Department, the Director of OC Public Works or designee is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of $310,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the County’s obligations related thereto, and all amendments thereto (collectively, the “PGP Grant Documents”).

3. The County of Orange shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The County of Orange hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

4. The Director of OC Public Works or designee is authorized to execute the County of Orange Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the PGP Grant.
RESOLUTION NO.
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the Board of Supervisors desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to $123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

NOW, THEREFORE, THE BOARD OF SUPERVISORS RESOLVES AS FOLLOWS:

1. The County of Orange, represented by OC Public Works and OC Community Resources, is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of $310,000.

2. In connection with the PGP grant, if the application is approved by the Department, the Director of OC Public Works or designee is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of $310,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the County’s obligations related thereto, and all amendments thereto (collectively, the “PGP Grant Documents”).

3. The County of Orange shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The County of Orange hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.
4. The Director of OC Public Works or designee is authorized to execute the County of Orange Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the PGP Grant.


ATTEST: APPROVED AS TO FORM:

______________________________  _____________________
<table>
<thead>
<tr>
<th><strong>Today's Date:</strong></th>
<th>July 22, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>OC Community Resources Housing &amp; Homeless Services</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>California Emergency Solutions and Housing Program (CESH)</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>State Department of Housing and Community Development (HCD)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$1,116,498</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>June 28, 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>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No, this is a revision of a previously approved Resolution 19-021, Item 20 from April 9, 2019. HCD is requiring change of NOFA release date and updated CoC allocation amount. (If yes, attach memo to CEO)</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☐ Recurrent ☑</td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes ☐ No ☑</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive ☐ Other Type ☑ Explain: Formula allocation to the Continuum of Care.</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☐ Amount_____ or _____% No ☑</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>No match is required. (Please include the specific budget)</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No.</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></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>
</tbody>
</table>

The California Emergency Solutions and Housing Program (CESH) is a new program recently established by California Senate Bill 850 Housing (SB 850) and is funded with a portion of Senate Bill 2 Building and Jobs Act (SB 2) homeless revenue and remaining California Emergency Solutions Grant funds. CESH funding provides grants to administrative entities to assist persons who are experiencing or are at-risk of homelessness. State Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) on March 21, 2019 to Administrative Entities.

The NOFA requires that an Administrative Entity be either a unit of general purpose local government, a nonprofit organization that has previously administered U.S. Department of Housing and Urban
Development (HUD) Continuum of Care funds as the collaborative applicant, or unified funding agency. The NOFA outlines application, documentation, reporting requirements and deadlines for Administrative Entities. Administrative Entities are responsible for administering CESH program funds in collaboration with the local Continuum of Care (CoC) and the respective CoC service area.

OC Community Resources was designated by the CoC Board on Wednesday, March 27, 2019, to serve as the Administrative Entity for CESH funding in collaboration with the Orange County Continuum of Care. NOFA requirements include (1) the submission of a letter to HCD describing the provider selection process anticipated to be used to allocate available funds to sub-recipients that avoids conflicts of interest in program selection and is easily accessible to the public; and (2) an authorizing resolution by the Administrative Entity’s Governing Board. OC Community Resources provided the required letter to HCD on June 28, 2019 and seeks the Board’s approval of the authorizing Resolution to Administer CESH Funds included herewith.

If awarded, OC Community Resources will utilize CESH funds for eligible activities within the specified Continuum of Care service area like rental assistance, housing relocation and stabilization services, flexible housing subsidy funds, operating support for emergency housing interventions including but not limited to navigation centers, street outreach, and shelter diversion. The allocation amount of $1,116,498 allows for the County to retain five percent ($55,825) of the allocation amount for administration of the funding. Upon submission of the required documents and notification of award by HCD, the State will execute a standard agreement with OC Community Resources.

**Board Resolution Required?**

(Please attach document to eForm)

Yes ☒ No ☐

**Deputy County Counsel Name:**

(Please list the Deputy County Counsel that approved the Resolution)

John Cleveland

**Recommended Action/Special Instructions**

(Please specify below)

1. Authorize OC Community Resources to apply for California Emergency Solutions and Housing (CESH) funds in the amount of $1,116,498.
2. Authorize the OC Community Resources Director or designee to execute the standard agreement with the State of California, Department of Housing and Community Development to administer California Emergency Solutions and Housing funds and submit necessary documents.
3. Approve the Resolution to Administer CESH Funds which has been reviewed and approved as to form by John Cleveland of County Counsel.
4. Authorize OC Community Resources to conduct a procurement process to select sub-recipients.

**Department Contact:**

List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Shannon Legere  
Director of Housing & Homeless Services  
OC Community Resources  
Shannon.Legere@occr.ocgov.com  
714-480-6534

**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:

Shannon Legere  
Director of Housing & Homeless Services  
OC Community Resources  
Shannon.Legere@occr.ocgov.com  
714-480-6534
Resolution Number

OC Community Resources, County of Orange

AUTHORIZING RESOLUTION

RESOLUTION OF THE BOARD OF SUPERVISORS OF COUNTY OF ORANGE, CALIFORNIA
July 30, 2019

OC Community Resources, County of Orange

A majority of the Board of Supervisors of the County of Orange (“Applicant”) hereby consent to, adopt and ratify the following resolutions:

A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated March 21, 2019 under the California Emergency Solutions and Housing (“CESH”) Program (“Program”, or “CESH Program”); and

B. WHEREAS Applicant is an Administrative Entity designated by the Continuum of Care to administer California Emergency Solutions and Housing Program funds; and

C. WHEREAS the Department may approve funding allocations for the CESH Program, subject to the terms and conditions of the NOFA, Program requirements, and the Standard Agreement and other contracts between the Department and CESH grant recipients.

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of CESH funds from the Department pursuant to the above referenced CESH NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the CESH Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a CESH grant, in an amount not to exceed $1,116,498 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the CESH funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. The Director of OC Community Resources or designee is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the CESH grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the County of Orange Board of Supervisors this 30th day of July, 2019 by the following vote:

AYES: _____________________
NOES: _____________________
ABSTENTIONS:___________
ABSENT: __________

________________________
Signature of Approving Officer
Lisa Bartlett, Chairwoman

ATTEST: ________________________________
Signature of Attesting Officer
Robin Stieler, Clerk of the Board
To: Clerk of the Board

From: Donald P. Wagner, Third District Supervisor

Date: July 18, 2019

RE: Adding Opening Ceremony for Irvine Lake to the Event Calendar

Approve the addition of the opening to Irvine Lake to the FY 2019-20 County Events Calendar, and per Government Code Section 26227, find that the campaign will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, that County staff and resources may be used in furtherance of such events.
MEMORANDUM

To: Clerk of the Board

From: Donald P. Wagner, Third District Supervisor

Date: Tuesday July 23, 2019

RE: Supplemental Item for July 30

I am requesting that a supplemental item be placed on the July 30, 2019 to add the Orange Park Acres BBQ to the Master Event Calendar. The BBQ is being held Saturday September 14, 2019 and per Government Code Section 26227, find that the campaign will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, that County staff and resources may be used in furtherance of such events.
Date: July 30, 2019
To: Clerk of the Board of Supervisors
From: County Executive Office
Re: ASR Control #: S24C, Meeting Date 7/30/19 Agenda Item No. # ___
Subject: Sole Source Contract with Gartner, Inc. for Consulting Services

☑ Request to continue Agenda Item No. # S24C to the 8/13/19 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # ___

Comments:
July 23, 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 July 30, 2019, Board Hearing.

Agency: County Executive Office
Subject: Sole Source Contract with Gartner, Inc. for Consulting Services
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting that this item be added to the July 30, 2019, Board agenda as a Supplemental Item as the proposed contract will commence on August 5, 2019. The contract will provide a comprehensive roadmap and scope of work for the development of a System of Care Data Integration System and improve care coordination for high utilizers of the County’s System of Care. 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: 7/30/2019
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: Department Head Signature
DEPARTMENT CONTACT PERSON(S): Lilly Simmering (714) 834-6748
Joel Golub (714) 834-6827

SUBJECT: Sole Source Contract with Gartner, Inc. for Consulting Services

CEO CONCUR

COUNTY COUNSEL REVIEW
Approved as to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes
Current Year Cost: $400,000
Annual Cost: N/A
Sole Source: Yes

Staffing Impact: No
# of Positions: N/A

Current Fiscal Year Revenue: N/A
Funding Source: State - 62.5%
GF - 37.5%

Prior Board Action: 06/25/2019 # 63, 06/04/2019 #S41A, 08/28/2018 #S47D

RECOMMENDED ACTION(S)
Authorize the County Procurement Officer or authorized Deputy to execute sole source contract with Gartner, Inc. for Consulting Services, effective August 5, 2019, through November 4, 2019, in an amount not to exceed $400,000.

SUMMARY:
Approval of the sole source contract with Gartner, Inc. for Consulting Services will provide a robust and comprehensive roadmap and scope of work for the development of a System of Care Data Integration System that is essential to improve care coordination for high utilizers of the County’s System of Care.

BACKGROUND INFORMATION:
On August 28, 2018 (Item # S47D), the Board of Supervisors (Board) directed the County Executive Office (CEO) to establish a data governance committee to make recommendations to the Board on how to
coordinate data sharing across departments and providers serving those experiencing homelessness in Orange County. Since then, the data governance committee, comprised of CEO - Office of Care Coordination, Orange County Information Technology (OCIT), Social Services Agency, Health Care Agency, Probation Department, Orange County Sheriff-Coroner Department, OC Public Works and OC Community Resources have met and determined the strategies, capabilities, and outcomes for a System of Care Data Integration System (SOCDIS). The data governance committee also finalized the development of the AB 210 non-financial Memorandum of Understanding (MOU), which allows departments, through a Multi-Disciplinary Personnel Team (MDPT), to share information and data on those experiencing homelessness to facilitate and expedite the identification, assessment and linkage of homeless individuals to housing and supportive services within the County of Orange. On June 25, 2019, the Board approved the MOU between CEO - Office of Care Coordination, OCIT, Social Services Agency, Health Care Agency, Probation Department, Orange County Sheriff-Coroner Department, OC Public Works and OC Community Resources for the establishment of a Homeless Adult and Family Multi-Disciplinary Team.

On June 4, 2019, the Board directed the CEO to begin contract negotiations for a sole source contract for consultant services to develop a Scope of Work (SOW) and a Request for Proposal (RFP) for a SOCDIS. Since then, the CEO's office identified Gartner, Inc. (Gartner) as being uniquely qualified to assist the County with the development of the SOW and RFP. Gartner is a well-known and respected information technology (IT) research and advisory firm providing insights, analysis and research in the IT industry and government. Gartner recently partnered with the County of San Diego providing consulting services for the development of the San Diego ConnectWellISD Information Exchange System. This system facilitates the coordination of services between Housing, Behavioral Health, Child Welfare and other service areas to improve care among target populations. Gartner has also assisted the City & County of San Francisco and the County of Los Angeles in developing solutions to address issues and enhance services concerning housing, health and human services, wraparound services, jail re-entry programs, etc. The County anticipates Gartner’s experience with other jurisdictions will align with the County’s expectations and priorities in developing its own solution and response to the need for increased data sharing. Furthermore, Orange County Information Technology (OCIT) has contracted with Gartner since 2010 for research and advisory services. OCIT’s experience has been positive and services provided were satisfactory or better.

The proposed Contract will be a 13-week engagement and will include five major deliverables from Gartner. Gartner will be working closely with the CEO and County Departments to: 1) Document Business Capabilities and Use Cases, 2) Assess Integration and Technical Capabilities, 3) Develop Sourcing Strategies and Market Scan, 4) Develop Solicitation-Ready Statement of Work and 5) Develop a Roadmap and Mini-Charters. Once completed, the County will have a comprehensive roadmap made up of phased initiatives for a future SOCDIS.

The proposed contract is a sole source contract and a completed Sole Source Request Form is attached to this supplemental Agenda Staff Report.

The proposed contract contains language that allows the County to immediately terminate the Contract without penalty for cause or after 30 days written notice without cause. The County has previously contracted with Gartner and their performance has always been satisfactory or better. The contract does not currently include subcontractors or pass through to other providers. See Attachment D for Contract Summary Form.

FINANCIAL IMPACT:
Appropriations for this contract are included in the FY 2019-20 Budget in Budget Control 038, Data Systems Development Projects. Revenue for this contract is funded from a grant recently awarded to HCA for its Whole Person Care Pilot from the State of California Department of Health Care Services.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A – Gartner, Inc. Sole Source Contract CT-017-19011503
Attachment B – Approved Sole Source Request Form
Attachment C – Approved Risk Assessment or Modification of Insurance Terms
Attachment D - Contract Summary Form
Attachment E - Gartner, Inc. Certificate of Authority
This Contract for Consulting Services (“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, acting through Orange County Information Technology (“County”), and Gartner, Inc., with a place of business at 11400 Olympic Boulevard, Suite 200, Los Angeles, CA 90064 (“Contractor”), with County and Contractor sometimes individually 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 herein by reference:

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

RECITALS

WHEREAS, the County Board of Supervisors has authorized the County Executive Office to negotiate and enter into a contract with Contractor for Consulting Services; and

WHEREAS, Contractor agrees to provide Consulting Services as further set forth in Attachment A, Scope of Work; and

WHEREAS, County agrees to pay Contractor the fees as more specifically described in Attachment B, Compensation and Pricing and

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

County 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 trial 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 Officer 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. If 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 scope 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 warrants that its services will be performed in a good and workmanlike manner. Contractor warrants that its Deliverables which are original content shall materially conform to their relevant specifications upon delivery to County. Contractor agrees to correct any such Deliverable not in compliance with this warranty brought to its attention in writing within fourteen (14) days after delivery of such Deliverable to County. This section is contractor’s only express warranty concerning the services, any deliverables and any work product, and is made expressly in lieu of all other warranties, conditions and representations, express or implied, including any implied warranties of fitness for a particular purpose, merchantability, informational content, systems integration, non-infringement, interference with enjoyment or otherwise.

H. **Indemnity:** Contractor agrees to indemnify, defend with counsel approved in writing by County which approval will not be unreasonably withheld, and hold harmless the County, its employees, officers and agents, from and against any third party claims, demands, loss, damage or expenses caused by the arising from or related to the negligence or willful misconduct of the Contractor its personnel, or agents during the course of the Services under this Contract.

**Intellectual Property Indemnity:** Upon notification of a claim against the County alleging any performance provided by Contractor infringes a copyright, patent, trade secret or other intellectual property right of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the County. Contractor will not indemnify the County however, if the claim of infringement is caused by (1) County’s misuse or modification of the Deliverable; or (2) County’s failure to use corrections or enhancements made available by Contractor; If any Deliverable is, or in Contractor’s opinion is likely to be, infringing, Contractor shall at its expense and option either: (a) procure the right for County to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing, or (d) direct the return of the Deliverable and refund to County the fees paid for such Deliverables.

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:** 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 Limit</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</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>owned, non-owned and hired vehicles</td>
<td></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>
</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 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 Professional Liability is a “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 department address listed on the Contract.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by OCIT Contracts & Procurement Division.

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 of Interest Status:** 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 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 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 thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** The Parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with each Statement of Work, including the Contractor Materials (as that term is defined herein). The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party’s communication to the receiving party; (iv) it is in the receiving party’s possession free of any obligation of confidence at the time of the disclosing party’s communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; (vi) disclosure by the receiving party is required by law or is pursuant to a court order; or (vii) the receiving party has the disclosing party’s written permission. Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party’s confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party’s expense, if the disclosing party elects
to seek reasonable protective arrangements or oppose such disclosure. Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information. The party’s acknowledge this Contract is subject to State of California Public Records Act.

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. **Limitation of Liability:** Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability caused by the negligence or willful misconduct of Contractor or its employees, Contractor’s total liability arising out of this Contract and the provision of the Services shall be limited to the fee paid by the County under the Statement of Work under which such liability arises.

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, or where any provision hereof is validly asserted as a defense, each party shall bear its 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 has 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 affect 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, consultants and subcontractors 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 employee, consultants and subcontractors 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. Intentionally left blank.

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 under a non-disclosure agreement with Contractor) access during normal working hours to applicable 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 and such date will be mutually agreed upon.

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 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 surviving entity in a merger or acquisition or, in the event of liquidation, 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.

DD. **Ownership of Deliverables:** Subject to payment of fees specified in Attachment B – Compensation and Pricing, Contractor grants to County ownership of any Deliverable originally created for and submitted to County. Contractor shall retain sole and exclusive ownership of the Contractor pre-existing tools, methodologies, questionnaires, to include responses, and proprietary research and data generated in the course of performing the consulting services, together with all intellectual property rights therein (collectively, the “Contractor Materials”). Contractor grants to County perpetual, non-exclusive, royalty-free license to use and to disclose during the course of its internal business operations any Contractor Materials embodied in a Deliverable subject to the following. Nothing contained in this Contract shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the consulting services performed. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services,
provided that Contractor shall not use or disclose any of County’s confidential information, as defined below.

EE. **Proprietary Rights:** County shall retain its rights in any proprietary material that County supplies to Contractor. If County provides Contractor with materials owned or controlled by County or with use of, or access to, such materials, County grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work for consulting services.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Consulting Services from Contractor as further detailed in Attachment A, Scope of Work.

2. **Term of Contract:** This Contract shall commence upon August 5, 2019 and continue through November 1, 2019. This Contract may be extended, under the same terms, conditions, and pricing, by mutual written agreement of both Parties for thirty (30) days.

3. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

4. **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 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.

5. **County of Orange Child Support:** 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.

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 – 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.

8. **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.

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.

9. **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.

10. **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 County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent 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 delivery of goods and/or 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 County Deputy Purchasing Agent or his designee. 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.

11. **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,
dispensation, 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.

12. **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.

13. **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.

14. **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 goods or supplies, 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.

15. **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 goods or 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.

16. **Headings:** The various and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

17. **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.

18. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon delivery by the United States mail
if delivery is by postage paid registered or certified return receipt requested mail, or (3) upon
delivery via electronic mail with confirmation receipt from Contractor. Each such notice shall be
sent to the respective Party at the address indicated below or to any other address as the respective
Parties may designate from time to time.

For Contractor:  Gartner, Inc.
Attn: Tim Popoli, Sr Managing Partner
11400 Olympic Boulevard, Suite 200
Los Angeles, CA 90064
Phone: 415-519-5330
Email: Tim.Popoli@Gartner.com

For County:
Department:  County Executive Office /
Orange County Information Technology
Attn: Jim Mata, Manager Business Analysis
1055 N. Main St. 6th Floor
Santa Ana, CA 92701
Phone: 714-567-5151
Email: Jim.Mata@ocit.ocgov.com

Contracts & Procurement:  Orange County Information Technology
Contracts & Procurement
Attn: Tim Shears, Operations Manager
1055 N. Main St. 6th Floor
Santa Ana, CA  92701
Phone: 714-567-7488
Email: Timothy.Shears@ocit.ocgov.com

19. **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 remain 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.

20. **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.

21. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to
one another and as to any other provided by law, rather than exclusive; and the expression of certain
remedies in this Contract does not preclude resort by either Party to any other remedies provided
by law.

22. **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.

23. **Waivers:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

Continued on next page
CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Gartner, Inc.

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

--------------------------
Phillip A. Cummings
Print Name

Contracts Counsel
Title

22 July 2019
Date

--------------------------
Print Name
Title

Signature
Date

************************************************************************************************************

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

Timothy Shears
Print Name

Operations Manager, Deputy Purchasing Agent
Title

Signature
Date

APPROVED AS TO FORM
County Counsel

BY
Deputy

Date 7.22.19
A. SCOPE OF SERVICES:
Contractor shall provide all labor, materials, tools, equipment and travel necessary to provide Consulting Services as further outlined in this Contract.

B. CONTRACTOR RESPONSIBILITIES:
Contractor shall perform the following six (6) “tasks” as more fully described in Exhibit I, County of Orange, System of Care Data Integration System Strategy & Roadmap.

Tasks:
1. Project Preparation & Initiation
2. Document Business Capabilities & Use Cases
3. Assess Integration & Technical Capabilities
4. Develop Sourcing Strategy & Market Scan
5. Develop Solicitation-Ready Statement of Work
6. Develop Roadmap & Mini-Charters

C. Timeline: The engagement shall be 13 weeks unless extended by written agreement of all parties. The following anticipated timeline shall apply:

<table>
<thead>
<tr>
<th>Week 1</th>
<th>Week 2</th>
<th>Week 3</th>
<th>Week 4</th>
<th>Week 5</th>
<th>Week 6</th>
<th>Week 7</th>
<th>Week 8</th>
<th>Week 9</th>
<th>Week 10</th>
<th>Week 11</th>
<th>Week 12</th>
<th>Week 13</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Kickoff</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Document Business Capabilities &amp; Use Cases</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Assess Integration &amp; Technical Capabilities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Develop Sourcing Strategy &amp; Market Scan</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Develop Solicitation-Ready Statement of Work</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Develop Roadmap &amp; Mini-Charters</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT B
COMPENSATION AND PRICING

I. COMPENSATION: Contractor agrees to provide services at the fixed rates and prices as set forth in the Contract. 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 Contractor of all its duties and obligations hereunder. The total amount of this Contract shall not exceed $400,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

Contractor shall bill County for goods provided and services rendered according to the rates listed below.

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Description:</th>
<th>Invoice Amount</th>
<th>Invoice Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Project Preparation &amp; Initiation</td>
<td>$25,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td>Task 2</td>
<td>Document Business Use Cases</td>
<td>$90,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td>Task 3</td>
<td>Assess Integration &amp; Technical Capabilities</td>
<td>$60,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td>Task 4</td>
<td>Develop Sourcing Strategy &amp; Market Scan</td>
<td>$50,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td>Task 5</td>
<td>Develop Solicitation-Ready Statement of Work</td>
<td>$100,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td>Task 6</td>
<td>Develop Road Map &amp; Mini-Charters</td>
<td>$75,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$400,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

II. Payment Terms: Invoices are to be submitted in arrears, after services have been completed. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

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

Payments made by the County shall not preclude the right of the County from thereafter disputing any goods or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

III. Invoice Instructions: Each invoice must be on Contractor’s letterhead and have a unique number and shall include the following information:

a. Contractor’s name and address
b. Contractor’s remittance address
c. County Contract CT-017-19011503

d. Contractor’s Federal I.D. number

e. Date of Order/Service date(s)

f. Product/service description, quantity, prices

g. Total invoice amount

Invoices are to be forwarded to:

County of Orange  
OCIT/Budget & Finance Division  
Attention: Accounts Payable  
1055 N. Main Street, 6th Floor  
Santa Ana, CA 92701
County of Orange, CA

System of Care Data Integration System (SOCDIS) Strategy & Roadmap

Engagement Number: 330058330
Version 3: 18 July 2019
Statement of Work

- Engagement Plan Overview
- Anticipated Timeline
- Approach Detail
- Project Team Overview
- Assumptions
- Investment Summary
- Authorization
## Engagement Plan Overview

### 1. Project Preparation & Initiation

**Gartner Activities**
- Identify key OC SOCDIS stakeholders
- Coordinate logistics with OCIT to schedule all meetings, interviews, and workshops before engagement kickoff
- Schedule weekly status meetings with County Project Team
- Receive and review relevant background documentation
- Prepare for and conduct Kickoff Meeting
- Develop project plan
- Prepare weekly status reports

**Deliverables**
- Key Stakeholders List
- Kickoff Meeting materials
- Project Plan
- Gartner Weekly Status Reports

**Duration**
- 1 week

### 2. Document Business Capabilities & Use Cases

**Gartner Activities**
- Draft OC SOCDIS Business Capability Model (BCM) and Use Cases based on provided documentations and previous engagements
- Interview key stakeholders to discuss draft BCM and Use Cases
- Update BCM and Use Cases based on stakeholder interviews
- Conduct validation workshops with stakeholders to confirm and finalize the BCM and Use Cases

**Deliverables**
- OC SOCDIS Business Capabilities Model
- Up to 15 Use Cases

**Duration**
- 5 weeks

### 3. Assess Integration & Technical Capabilities

**Gartner Activities**
- Draft OC SOCDIS Integration and Technical Capabilities Model & Diagrams based on provided documentations and previous engagements
- Interview key stakeholders to discuss draft Integration and Technical Capabilities Model & Diagrams
- Update Integration and Technical Capabilities Model & Diagrams based on stakeholder interviews
- Conduct validation workshop with stakeholders to confirm and finalize the Integration and Technical Capabilities Model & Diagrams

**Deliverables**
- Integration and Technical Capabilities Model
- SOCDIS Architecture and Integration Diagrams

**Duration**
- 5 weeks

### 4. Develop Sourcing Strategy & Market Scan

**Gartner Activities**
- Conduct findings and alternatives analysis to assess available sourcing options
- Develop draft Sourcing Strategy
- Conduct validation workshop to confirm and finalize the Sourcing Strategy
- Complete Market Scan
- Conduct read-out of Market Scan findings

**Deliverables**
- Sourcing Strategy
- Alternatives Analysis Findings
- Market Scan Findings

**Duration**
- 4 weeks

### 5. Develop Solicitation-Ready Statement of Work

**Gartner Activities**
- Draft a solicitation-ready Statement of Work (SOW) based on provided documentations, outputs of stakeholder interviews, and previous solution implementations
- Conduct a validation workshop with key stakeholders to review SOW content
- Update and finalize the SOW based on stakeholder input

**Deliverables**
- Solicitation-ready Statement of Work

**Duration**
- 4 weeks

### 6. Develop Roadmap & Mini-Charters

**Gartner Activities**
- Develop a strategic Roadmap made up of phased initiatives
- Conduct a workshop to validate the Roadmap and identify up to 6 key initiatives to develop into detailed mini-charters
- Develop Mini-Charters
- Conduct final Roadmap and Mini-Charters Read-out

**Deliverables**
- Strategic Roadmap
- Up to 6 Mini-Charters

**Duration**
- 4 weeks
Gartner anticipates completion of this engagement within 13 weeks, as detailed in the following figure. This schedule is dependent on the assumptions included in this Statement of Work (SOW).
Task 1: Project Preparation & Initiation

Objective

- Work closely with County of Orange to set the foundation for a successful engagement, delivered on time, within budget and meeting the County’s objectives. Kickoff and initiate the engagement with key County stakeholders to ensure clear understanding of the objectives, scope, schedule, and roles and responsibilities.

Activities Performed by Gartner

- Confirm key SOCDIS stakeholders from the County of Orange and partner agencies, where applicable
- Conduct preplanning meetings and activities to coordinate ongoing engagement logistics, schedule and coordinate the logistics of stakeholder interviews and workshops, and discuss anticipated risks and mitigation plans, based on lessons learned from past experiences
- Conduct a kickoff meeting with the County to ensure understanding of the engagement objectives, scope, schedule, milestones, roles, responsibilities and required resources for Gartner and the County
- Gather and review all relevant background material provided by the County and develop a project plan and project schedule

County of Orange’s Responsibilities

- Provide relevant background material in a timely manner
- Take part in preplanning meetings and activities
- Ensure attendance at kickoff meeting by Project Sponsor, Project Manager and other key stakeholders, as determined prior to kickoff and provide logistical support to engaging with stakeholders as needed

Deliverable(s)

- Key Stakeholders List
- Kickoff Meeting Materials
- Project Plan
- Gartner Weekly Status Report

Time Frame

- 1 week

County of Orange's Participants

- Project Manager
- Core Project Team
- Identified Key Stakeholders from participating departments

Assumptions

- Key Stakeholders include 7 – 9 Departments with 2 – 3 Subject Matter Experts from each Department, including both business and IT SMEs
- All stakeholder interviews and workshops will be scheduled before the kickoff meeting
Task 2: Document Business Capabilities & Use Cases

Objective

- Identify the County’s data-sharing business capabilities to be enabled by the SOCDIS solution and develop detailed use cases to address capability gaps.

Activities Performed by Gartner

- Based on provided background documentation and previous complex care initiative engagements, develop a draft SOCDIS Business Capability Model and an initial list of key Use Cases to discuss and validate with County stakeholders
- Conduct stakeholder interviews to discuss the draft Business Capability Model and identify the current state capabilities and future state data sharing business needs, in addition to identifying fifteen SOCDIS Use Cases based on existing business capabilities gaps
- Based on input from the provided documents and interviews, update the Business Capability Model and develop the Use Cases. Each Use Case includes the Actor and their Roles, Activities and Workflows, and Pre and Post Conditions, which will all provide input into the development of functional requirements
- Conduct Use Cases workshops to identify and validate list of up to fifteen key use cases for SOCDIS

County of Orange’s Responsibilities

- Provide logistical support for scheduling and interviewing key stakeholders
- Provide key resources to participate in interviews and meetings, as required
- Review and validate findings

Deliverable(s)

- OC SOCDIS Business Capabilities Model
- Up to 15 Use Cases

Time Frame

- 5 weeks

County of Orange’s Participants

- Project Manager
- County Business SME’s
- Identified Key Stakeholders from participating departments

Assumptions

- OC will provide Gartner with any available County meeting materials and documentations relevant to this data integration effort
- Stakeholder interviews will take place over a 2-week, 6-day period
- Gartner will conduct up to two (2) Validation Workshops over a 1-week, 3-day period
Task 3: Assess Integration & Technical Capabilities

Objective
- Gain an understanding of the County’s integration and technical needs both current and ideal future state and develop a technical capabilities model and architecture diagrams to guide sourcing and implementation

Activities Performed by Gartner
- Draft OC SOCDIS Integration and Technical Capabilities Model & Diagrams based on provided documentations and previous engagements
- Conduct stakeholder interviews to identify integration and technical needs to support the business requirements for SOCDIS
- Based on input from the document review and stakeholder interviews, conduct an analysis of current gap between current and required future state capabilities
- Develop an OC SOCDIS Technical Capabilities Model that addresses identified gaps
- Perform analysis to determine how WPC Connect would fit into future solution
- Provide a conceptual architecture, including integration and data flow diagrams, that highlight the envisioned future state SOCDIS
- Conduct validation workshop to confirm and finalize the OC SOCDIS Conceptual Architecture Diagrams and Technical Capabilities Model

Deliverable(s)
- OC SOCDIS Conceptual Architecture Diagrams
- OC SOCDIS Technical Capabilities Model

Time Frame
- 5 weeks

County of Orange’s Participants
- Project Manager
- County IT SMEs
- Vendor staff of existing County systems
- Identified Key Stakeholders from participating departments

Assumptions
- Vendor staff responsible for existing systems used within the various departments in scope of this effort will be made available for in-person or phone interviews as needed without the need for Gartner to go through a lengthy process to sign non-disclosure agreements
- Stakeholder interviews will take place over a 1-week, 3-day period
- Gartner will conduct one (1) Validation Workshop

County of Orange’s Responsibilities
- Provide logistical support for scheduling and interviewing key stakeholders
- Provide key resources to participate in meetings and/or workshops, as required
- Provide applicable documentation of existing technical solutions to help establish the current-state baseline
Task 4: Develop Sourcing Strategy & Market Scan

Objective

- Assess and identify the sourcing approach best fit for the County’s business and technical needs and provide an overview of the available solutions which may meet those needs.

Activities Performed by Gartner

- Assess available sourcing options through an evidenced-based, evaluative methodology to determine solutions that provide the best fit for OC, technically and financially
- Conduct an alternatives workshop with stakeholders to discuss initial assessment findings
- Complete a market scan to assess the field of available solutions which may meet the County’s data sharing needs and identify potential Proof-of-Concept opportunities
- Develop a draft sourcing strategy based on outputs of stakeholder interviews, collected documentation, and results of the alternatives analysis
- Conduct validation workshop with stakeholders to confirm and finalize the draft sourcing strategy and share findings from the market scan
- Incorporate stakeholder feedback in final strategy document

County of Orange’s Responsibilities

- Provide logistical support for scheduling and interviewing key stakeholders
- Provide key resources to participate in meetings and/or workshops, as required
- Provide applicable documentation of existing technical solutions to help establish the current-state baseline

Deliverable(s)

- Sourcing Strategy Alternatives Analysis Findings
- Sourcing Strategy
- Market Scan Findings

Time Frame

- 4 weeks

County of Orange’s Participants

- Project Manager
- Identified Key Stakeholders from participating departments

Assumptions

- There are no County restrictions on potential acquisitions alternative (RFP, RFQ, RFI, sole source, leveraging existing County vendor, etc.)
- OC currently has no preferred vendors for the envisioned solution or the proof-of-concept
- Gartner will conduct one (1) Alternatives Workshop and one (1) Validation Workshop
Task 5: Develop Statement of Work

Objective

- Develop a solicitation-ready Statement of Work that enables OC to solicit services from implementation vendors and reduce risk of relationship strain with future implementation vendor due to ambiguous requirements

Activities Performed by Gartner

- Develop a “solicitation-ready” SOW based on OC documentation, stakeholder interviews and previous implementations that includes:
  - Solution vision, drivers and imperatives
  - Functional requirements
  - System and technical requirements
  - Implementation requirements including related to project management and software development approach
  - Support and Operations requirements including SLAs
- Provide a draft list for County vs. implementation Vendor responsibilities
- Conduct a validation workshop with key stakeholders to review SOW content
- Incorporate stakeholder feedback in final SOW deliverable

County of Orange’s Responsibilities

- Provide logistical support for scheduling and interviewing key stakeholders
- Provide key resources to participate in meetings and/or workshops, as required
- Provide applicable documentation of existing technical solutions to help establish the current-state baseline

Deliverable(s)

- Solicitation-Ready Statement of Work

Time Frame

- 4 weeks

County of Orange’s Participants

- Project Manager
- Core Project Team
- Identified Key Stakeholders designated by OC for SOW review

Assumptions

- Thorough review and formal approval of required business and technical capabilities will be provided by OC before Gartner exhausts extensive effort in building the SOW(s) / RFP(s)
- Gartner will provide document for one solicitation-ready SOW that provides the required capabilities for the future state solution
- Gartner will conduct up to two (2) Statement of Work Validation Workshops
# Solicitation-Ready Statement of Work Components

Gartner reviewed the County’s 3-page Roadmap SOW deliverable table of contents and recommends the following SOW components as part of our proposal to the County.

<table>
<thead>
<tr>
<th>Requested SOW Components</th>
<th>Included in the Proposal?</th>
<th>Gartner Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Project Scope</td>
<td>Y</td>
<td>Gartner recommends not including As-Is Scenarios in the Roadmap Statement of Work. Requires further discussion on the level of detail needed for the reporting requirements.</td>
</tr>
<tr>
<td>Specify the Vendor’s Responsibilities</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Specify the County of Orange’s Responsibilities</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Specify the estimated implementation schedule, by phases and major deliverables/milestones.</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Provide guidelines for the Vendor's Milestones/Deliverables/Materials</td>
<td>N</td>
<td>Gartner recommends providing the vendors with the “what” and have vendors respond with the “how”. Gartner will provide a list of the required deliverables but will not provide specifications and guidelines on how to deliver.</td>
</tr>
<tr>
<td>Infrastructure Deliverables</td>
<td>Y</td>
<td>With the exception of the Production Environment Readiness criteria.</td>
</tr>
<tr>
<td>Specify the Work Product Materials Guidelines</td>
<td>N</td>
<td>Gartner recommends providing the vendors with the “what” and have vendors respond with the “how”. Gartner will provide a list of the required deliverables but will not provide specifications and guidelines on how to deliver.</td>
</tr>
<tr>
<td>Accompanying Diagrams, Figures and Tables</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Procurement Strategies and Recommendations</td>
<td>N</td>
<td>Gartner recommends asking the vendors for partnering and solicitation strategies for recommended supporting technologies or tool sets (e.g., data integration tools).</td>
</tr>
<tr>
<td>Additional Terms recommended by the Contractor based on their knowledge and experience</td>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>
Task 6: Develop Roadmap & Mini-Charters

Objective
- Develop an actionable Roadmap of the go-forward phased initiatives with detailed mini-charters with cost estimates, schedule durations, dependencies, and staffing requirements.

Activities Performed by Gartner
- Develop a set of recommendations to address shortcomings of the identified capabilities, including recommendations related to approach to project staffing and proof-of-concept opportunities
- Develop a Roadmap made up of actionable, phased implementation initiatives including objectives and functionality/features to be delivered in each phase.
- Conduct a Roadmap validation workshop to:
  - Validate the identified initiatives, their durations, sequencing and associated risks, dependencies and constraints
  - Prioritize the initiatives and identify up to 6 to turn into Mini-Charters
- Develop Mini Charters that include estimation of cost and schedule of each initiative along with dependencies on other initiatives and external factors
- Conduct final Roadmap and mini-charters readout

Deliverable(s)
- Strategic Roadmap
- Up to 6 mini-charters

Time Frame
- 4 weeks

County of Orange’s Responsibilities
- Provide logistical support for scheduling and interviewing key stakeholders
- Provide key resources to participate in meetings and/or workshops, as required
- Provide proactive feedback during development time period to ensure timely completion

County of Orange’s Participants
- Project Manager
- Core Project Team
- Identified Key Stakeholders from participating departments

Assumptions
- There are no expectations for Gartner to perform vendor analysis or organize demos with candidate vendors
- Gartner will conduct one (1) Roadmap validation workshop and one (1) final readout session
Project Team Overview
Project Team Overview
Organization Chart

Gartner has created an organization structure for this engagement that ensures high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise. The personnel proposed assumes a project start date of no later than August 5, 2019.
# Project Team Overview
## Gartner Roles and Responsibilities

<table>
<thead>
<tr>
<th>Functional Role</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Gartner Project Executive</strong></td>
<td>• Ensure that Gartner activities support County of Orange goals.</td>
</tr>
<tr>
<td>Tim Popoli</td>
<td>• Build and maintain a long-standing relationship with County of Orange.</td>
</tr>
<tr>
<td></td>
<td>• Provide high-level oversight to the engagement and become more heavily involved should any issue resolution be necessary.</td>
</tr>
<tr>
<td><strong>Engagement Manager</strong></td>
<td>• Be responsible for the day-to-day management of engagement initiatives.</td>
</tr>
<tr>
<td>Dina Shuqom</td>
<td>• Ensure that deliverables are completed on time and meet the Gartner quality standards.</td>
</tr>
<tr>
<td></td>
<td>• Act as the primary point of contact for the Gartner team.</td>
</tr>
<tr>
<td></td>
<td>• Work closely with County of Orange to ensure that Gartner is meeting its needs.</td>
</tr>
<tr>
<td><strong>Subject Matter Experts</strong></td>
<td>• Provide business and technical Complex Care Coordination program subject matter expertise.</td>
</tr>
<tr>
<td>Min Chong, Functional</td>
<td>• Play a key role in facilitating workshops and interviews.</td>
</tr>
<tr>
<td>Wadie Rophael, Technical</td>
<td>• Guide and assist the team in developing project deliverables.</td>
</tr>
<tr>
<td></td>
<td>• Participate in client presentations as needed.</td>
</tr>
<tr>
<td><strong>Project Consultant(s)</strong></td>
<td>• Provide day-to-day consulting support for project steps.</td>
</tr>
<tr>
<td>Tess Minter</td>
<td>• Provide support for data collection, data analysis and recommendations for activities.</td>
</tr>
<tr>
<td></td>
<td>• Participate in deliverable creation, deliverable review and client presentations as needed.</td>
</tr>
<tr>
<td></td>
<td>• Present results to County of Orange as needed.</td>
</tr>
<tr>
<td><strong>Quality Assurance</strong></td>
<td>• Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement.</td>
</tr>
<tr>
<td>Erika Chahil</td>
<td>• Support the core project team by providing a context-sensitive perspective to issues specific to County of Orange based on other public agencies doing similar engagements and addressing similar mission-critical priorities.</td>
</tr>
<tr>
<td>Hannes Scheidegger</td>
<td></td>
</tr>
<tr>
<td><strong>Research Analyst(s)</strong></td>
<td>• Support the core project team by providing a context-sensitive perspective to issues specific to County of Orange based on Gartner industry-leading research.</td>
</tr>
<tr>
<td></td>
<td>• Participate in analysis and comparisons, and review deliverables as needed.</td>
</tr>
</tbody>
</table>
Assumptions
Assumptions
County of Orange’s Participation

The deliverables, schedule and pricing in this SOW are based on the following assumptions:

County of Orange’s Participation

- County of Orange will designate a project manager to act as the primary point of contact for this engagement. County of Orange’s project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving issues that may arise.

- The work effort described in this SOW assumes County of Orange’s personnel are available to assist in the manner defined in this SOW. In the event that County of Orange’s personnel are not available, a change of scope may be necessary.

- County of Orange will review and approve documents within five business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by County of Orange.

- County of Orange will schedule the County’s resources for engagement activities and provide meeting facilities as necessary.

- County of Orange’s personnel will be available per the final project schedule.

- Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this engagement and to ensure a culture of continuous improvement of process and best practice.
Assumptions

Data Collection and Key Personnel

Data Collection

- The due diligence (as-is) data are reasonably available via interviews and documentation review.

- County of Orange will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.

- Engagement pricing is based on the assumption that Gartner will conduct the following number of interviews over a set number of weeks and conduct the following number of validation workshops.
  - Business Interviews within 2 week(s), Technical Interviews within 1 week, and 7 Validation Workshops in total

- County of Orange will arrange all sessions with County’s personnel. All stakeholder interviews and workshops will be scheduled before the kickoff meeting.

- All data collection and interviews/workshops will take place via telephone or in person at location as described in this SOW and/or as agreed to at the project kickoff.

Key Personnel

- Resumes/biographies of key personnel provided in this SOW assume a project start date no later than August 5, 2019. Upon signing of a contract, we will confirm the team with associates with the appropriate skills and background to deliver fully on the undertakings defined in the SOW.

- In the event that unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform County of Orange as soon as reasonably possible and substitute appropriate associates with comparable skills.
Assumptions

Place of Performance, Deliverables and Changes to Scope

Place of Performance

- Except for meetings and workshops, all Gartner services will be performed at Gartner locations.
- Office space, telephones, printing/copying services and access to the open internet will be made available on a reasonable basis to Gartner at County of Orange’s locations for onsite time.

Deliverables and Changes to Scope

- Any requests for additional information or resource (beyond the details described in the steps above) that are made by County of Orange will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this SOW).
- All deliverables will be developed using Microsoft products (e.g., Word and PowerPoint).

Further Assurances

Gartner Research and Gartner Consulting recommendations are produced independently by the Company’s analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors. For further information on the independence and integrity of Gartner Research, see “Guiding Principles on Independence and Objectivity” on our website, gartner.com or contact the Office of the Ombudsman at ombudsman@gartner.com or +1 203 316 3334.
Investment Summary
Investment Summary: Fees and Expenses

- Gartner will conduct the steps outlined in this SOW for a firm-fixed price of $400,000, inclusive of travel and other reimbursable expenses. Gartner will bill for the professional fees at the conclusion of each Task upon County of Orange’s acceptance of the deliverable(s) for that Task. Note, if no response is received within 10 days, then acceptance of the deliverable is assumed. The Proposal, including the SOW, is valid for 60 days from 18 July 2019.

- While we do not itemize billing for services, we agree and will comply with any reasonable requests for records substantiating our invoices.

<table>
<thead>
<tr>
<th>Task</th>
<th>Option B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Project Preparation &amp; Initiation</td>
<td>$25,000</td>
</tr>
<tr>
<td>Task 2: Document Business Use Cases (up to 15)</td>
<td>$90,000</td>
</tr>
<tr>
<td>Task 3: Assess Integration &amp; Technical Capabilities</td>
<td>$60,000</td>
</tr>
<tr>
<td>Task 4: Develop Sourcing Strategy &amp; Market Scan</td>
<td>$50,000</td>
</tr>
<tr>
<td>Task 5: Develop Solicitation-Ready Statement of Work</td>
<td>$100,000</td>
</tr>
<tr>
<td>Task 6: Develop Road Map &amp; Mini-Charters</td>
<td>$75,000</td>
</tr>
<tr>
<td></td>
<td>$400,000</td>
</tr>
</tbody>
</table>
Changes to Scope

- The scope of this engagement is defined by this SOW. All County of Orange’s requests for changes to the SOW must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise County of Orange of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

- As used herein, “changes” are defined as work activities or work products not originally planned for or specifically defined by this SOW. By way of example and not limitation, changes may include the following:
  - Any activities not specifically set forth in this SOW
  - Providing or developing any deliverables not specifically set forth in this SOW
  - Any change in the respective responsibilities of Gartner and County of Orange, including any reallocation or any changes in engagement or project manager staffing
  - Any rework of completed activities or accepted deliverables
  - Any investigative work to determine the cost or other impact of changes requested by County of Orange
  - Any additional work caused by a change in the assumptions set forth in this SOW
  - Any delays in deliverable caused by modification of acceptance criteria in this SOW
  - Any changes to Research Analysts’ time or resources
Authorization

- This Proposal/SOW is submitted under the terms and conditions of <TBD – OC DRAFT CONTRACT IN PROGRESS>.

- When signed by Gartner, Inc. and County of Orange, CA, this Proposal/SOW is an attachment to and governed by <TBD – OC DRAFT CONTRACT IN PROGRESS>. These two documents will set forth the relationship between the parties for this engagement. This SOW may be modified at any time provided such changes (i) are agreed by the parties in writing and (ii) where applicable, are in accordance with the Change Order provision.

- The Proposal, including the SOW, is valid for 60 days from 18 July 2019.

SUBMITTED ON BEHALF OF GARTNER, INC.

Tim Popoli, Sr. Managing Partner

PRINT NAME AND TITLE

18 July 2019

DATE

AGREED ON BEHALF OF COUNTY OF ORANGE, CA

SIGNATURE

PRINT NAME AND TITLE

DATE

PO NUMBER (If applicable)
Contacts

Gartner
Tim Popoli
Senior Managing Partner
Gartner Consulting
Phone: +1 415 519 5330
Tim.Popoli@gartner.com

Gartner
Dina Shuqom
Associate Director
Gartner Consulting
Phone: +1 949 726 2222
Dina.Shuqom@gartner.com

Gartner
Hannes Scheidegger
Senior Managing Partner
Gartner Consulting
Phone: +1 530-400-7147
Hannes.Scheidegger@gartner.com

Gartner
Erika Chahil
Senior Managing Partner
Gartner Consulting
Phone: +1 703 201 6974
Erika.Chahil@gartner.com
Attachment B - Approved Sole Source Request Form

Release Bid Workflow

Name: Timothy Shears
Phone: 714-567-7488
Email: timothy.shears@ocit.ocgov.com
Status: Submitter Jul 18, 2019 2:25:15 PM PDT

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com
### SECTION II – DEPARTMENT INFORMATION  (Complete in its entirety)

<table>
<thead>
<tr>
<th>Department: County Executive Office</th>
<th>Date: July 5, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Gartner, Inc.</td>
<td>Sole Source BidSync Number: 017-C025625-TS</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>Contract Term (Dates):</th>
<th>Is Agreement Grant Funded?</th>
<th>Percent Funded: Funding Source: Whole Person Care Grant - $250,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 5, 2019 – November 1, 2019</td>
<td>☒ Yes</td>
<td>☐ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Amount?:</th>
<th>Is this renewable? If yes, how many years?</th>
</tr>
</thead>
<tbody>
<tr>
<td>$400,000</td>
<td>No</td>
</tr>
</tbody>
</table>

**Type of Request:**  
☒ New  ☐ Renewal  ☐ Multi-Year  ☐ Amendment  ☐ Increase

| Renewal Year: | Did vendor provide a sole source affidavit?  
|---------------|-----------------------------------------------|
| N/A           | ☐ Yes  ❌ No  
|               | If yes, please attach |

<table>
<thead>
<tr>
<th>Board Date:</th>
<th>ASR Number:</th>
<th>If not scheduled to go to the Board explain why?</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/30/2019</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Does Contract include Non-Standard Language?**  If yes, explain in detail.  
Yes. Contractor added Limitation of Liability.

**Was Contract Approved by Risk Mgmt.?**  
Yes, Risk Management approved on 7/18/2019.  
**Was Contract Approved by County Counsel?**  
Yes, County Counsel approved on 7/15/2019.

**Were any exceptions taken?**  If yes, explain in detail.  
Yes. Contractor took exceptions to Warranty, Insurance and Indemnification. All terms were reviewed, negotiated and approved by County Counsel.

☒ 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. The type of contract to be established is a service contract for consulting services.

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. The contractor, Gartner, Inc., will work collaboratively with the County Executive Office and other County departments and stakeholders to facilitate the creation of a Scope of Work and “roadmap” for a System of Care Data Integration System (SOCDIS). The SOCDIS is essential for care coordination of high utilizers of the County's System of Care.

County Requirements & Priorities
Gartner will work within the following guiding framework and priorities:

• Overcome data and operational silos that hinder the coordination of care across departments and other service providers.
• Development of long-term goals and a technology strategy to meet those goals.
• Collecting, detailing, finalizing and documenting requirements.
• Develop use cases necessary to formalize design requirements for a technical solution.
• Detailed system and technical requirements and specifications.
• Recommending innovative and effective uses of technology including that which will help predict events that result in homelessness, measures the effectiveness of the County's system of Care, etc.

Identifying approaches/solutions where business value can be delivered early in the initial phases of implementation, with increasing business value added over time as new data and funding sources become available.

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. Attach additional sheet if necessary.

The County Executive Office is spearheading the effort to improve the assistance provided to the County’s homeless population through collaborated sharing of data across County departments that currently deliver services to the homeless.

Gartner is uniquely qualified to assist the County with the development of a SOCDIS. Gartner, with their specific experience, partnered with the County of San Diego providing consulting services with direct involvement in developing the San Diego ConnectWellSD Information Exchange System. This system facilitates the coordination of services between Housing, Behavioral Health, Child Welfare and other service areas to improve care to target populations. Gartner has also assisted the City & County of San Francisco, and the County of Los Angeles in developing solutions to address issues and enhance services concerning housing, health and human services, wraparound services,
jail-reentry programs, etc. The experiences of San Francisco and Los Angeles align with what the County anticipates will be needed to develop its own solution. Gartner is also a well-known and respected information technology (IT) research and advisory firm providing insights, analysis and research in the IT industry and government.

There is an urgency to commence this project as soon as possible as the Whole Person Care grant has been approved and the County only has 18 months to use the funding or it will be returned to the State. The County’s recent Point-In-Time Count identified over 6,850 individuals as currently experiencing homelessness. Additionally, with a population of over three million, there are countless others who are at risk of experiencing homelessness every day. Therefore, the County must strengthen its System of Care - Behavioral Health, Healthcare, Housing, Benefits and Support Services, and Community Corrections. The implementation of the SOCDIS will be integral for care coordination and due to the urgency of the project, contracting with Gartner with their recent experience, background and resources, will help to expedite the project and meet the County’s strategic goals.

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.

   Based on the prices that Gartner charged for other governmental entities for similar engagements, it is believed that Gartner’s fees are reasonable and appropriate for the type of consulting services and deliverables.

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

   County staff or another vendor would be required to facilitate the development of the SOW for Phase I. At this time, the County does not have the staffing resources with the expertise and experience necessary to develop a comprehensive SOW for a complete System of Care Data Integration System. As a result, hiring and engaging County staff would lead to a considerable extension to the overall project timeline and a substantial increase in the overall cost to the County as more resources would be required. It would be necessary for staff to spend an enormous amount of time on research, education, planning, etc. in order to gain the knowledge necessary to begin the development of a SOW. Soliciting another firm to facilitate this project would not be feasible due to the time constraints associated with the project. Once the SOW is finalized, it will be used to issue an RFP for a SOCDIS. The implementation of the SOCDIS is funded by a State grant known as the Whole Person Care Grant, this grant has an 18 month time limit for the implementation. Furthermore, on June 4, 2019 the Board of Supervisors approved County Executive Office to begin negotiations for a sole source contract for consulting services.

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

   - There have been no name changes within the past 7 years
   - There is a State Tax lien filed by the Utah State Tax Commission on 5/6/2019 in the amount of $11,700.
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.
**Procurement**  
**Sole Source Request Form**

Sole Source Bidsync #017-C025625-TS

### SECTION IV – AUTHOR/REQUESTOR

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Lilly Simmering</td>
<td>7/11/2019</td>
</tr>
</tbody>
</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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Anna Nevarez</td>
<td>7/18/2019</td>
</tr>
</tbody>
</table>

### SECTION VII – DEPARTMENT HEAD APPROVAL

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Frank Kim</td>
<td>7/18/19</td>
</tr>
</tbody>
</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.
RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a Risk Assessment and determine Proper Insurance Requirements when developing an Agreement. **Please attach Agreement and prior Risk Approval(s) if any**

Date: July 18, 2019

Attachment C

TO:  RiskMgmtInsurance@ocgov.com

FROM: Anna Nevarez
County Employee (Contact for Questions)
Phone# (Including area code): 714-567-7410

CONTRACT TYPE:  ☐ Commodities  ☐ Public Works  ☑ Service  ☐ Lease/License

☐ A & E  ☐ Other ______

Vendor Name: Gartner, Inc.  Contract#/RFP#: CT-017-19011503

IFB: Yes ☐  No ☐  Contract Amount: $400,000

Insurance Type to be Reviewed for Waiver or Modification of Terms

☐ Commercial General Liability (CGL)  ☐ Workers’ Compensation (W/C)  ☐ Property Insurance

☐ Commercial Auto Liability (AL)  ☐ Employer’s Liability  ☑ Indemnification

☐ Professional Liab. (Errors & Omissions)  ☐ Sexual Misconduct  ☐ Limitation of Liab.

☐ Network Security & Privacy Liab.  ☐ Technology Error & Omissions

☐ Other ______

Request and Justification: Please reviewed Indemnification and Limitation of Liability. The non-standard indemnification provision was negotiated between County Counsel and the vendor. The vendor is performing a one-time service that does not include any manual labor. The vendor is required to deliver several written documents that will be original content, and has agreed to pay any costs or damages if the deliverables infringe upon the rights of another company and court award damages. The vendor is requesting LOL equal to the amount of the contract, $400,000, except for negligence or willful misconduct of the vendor or its employees for which there is no limit. Contract is scheduled for Board approval on 7/30/2019.

To Be Completed By CEO/Risk Management

☐ Approved  ☐ Denied  ☐ Approved as Modified

Comments: ____________________________

Manager/CEO/Risk Management: ____________________________ Date: 7/18/19

Note: CEO Risk Mgmt. acts as an advisory to departments regarding Risk Assessment. Any changes to a contract requires formal modification.
# Contract Summary Form

**Gartner, Inc.**

## SUMMARY OF SIGNIFICANT CHANGES

N/A

## SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

## CONTRACT OPERATING EXPENSES

The contracts funding source is 62.5% State of CA and 37.5% General Fund. Appropriations for this contract are included in the FY 2019-20 Budget in Budget Control 038, Data Systems Development Projects. Revenue for this contract is funded from a grant recently awarded to HCA for its Whole Person Care Pilot from the State of California Department of Health Care Services.
CERTIFICATE OF AUTHORITY

I, William Dorgan, the undersigned, hereby certify that I am the Group Vice President, Deputy General Counsel of Gartner, Inc., a Delaware corporation (the "Corporation"), and that Phillip A. Cummings, in his capacity as Senior Director, Government Contracts, of the Corporation is hereby authorized by the Corporation's Delegation of Authority to sign client contracts or amendments to client contracts with public sector clients in the ordinary course of business on behalf of the Corporation.

I do further certify that the Delegation of Authority has not been revoked and is now in full force and effect.

Dated this 10th day of April 2019

GARTNER, INC.

[Signature]

William Dorgan
GVP, Deputy General Counsel

Subscribed and sworn to before me
this 11th day of April, 2019

Notary Public
Date Commission Expires 11/30/23

VICTORIA LOMENZO
Notary Public, State of Connecticut
My Commission Expires Nov. 30, 2023
MEMORANDUM

July 24, 2019

TO: Robin Stieler, Clerk of the Board

FROM: Vice Chair Michelle Steel, Supervisor Second District

SUBJECT: Appointment to Orange County Planning Commission

Please add a supplemental item of business to the July 30, 2019 Board meeting agenda. The title of the item should read:

Vice Chair Steel – Orange County Planning Commission – Appoint Hang Harper, C.P.A., Fountain Valley, for term concurrent with the Supervisor’s term of office.
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.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP
(SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

ORANGE COUNTY PLANNING COMMISSION

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

APPLICANT NAME AND RESIDENCE ADDRESS:

<table>
<thead>
<tr>
<th>HANG</th>
<th>KIM THI</th>
<th>HARPER</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
<td>Middle Name</td>
<td>Last Name</td>
</tr>
<tr>
<td>FOUNTAIN VALLEY</td>
<td>CA</td>
<td>92708</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Home Phone Number</th>
<th>Cell Phone Number</th>
</tr>
</thead>
</table>

Email Address

CURRENT EMPLOYER: SELF-EMPLOYED

OCCUPATION JOB TITLE: PARTNER OF HARPER & HARPER, TAX AND ACCOUNTING SERVICES COMPANY

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: ORANGE

Revised Date 02/07/19
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<table>
<thead>
<tr>
<th>ORGANIZATION/SOCIETY</th>
<th>FROM (MO./YR.)</th>
<th>TO (MO./YR.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOOTPRINTS FOUNDATION FOR FAMILIES</td>
<td>01/01/2019</td>
<td>PRESENT</td>
</tr>
<tr>
<td>HARRY FULTON PTA</td>
<td>07/01/2018</td>
<td>PRESENT</td>
</tr>
<tr>
<td>VIETNAMESE AMERICAN CHAMBER OF COMMERCE</td>
<td>12/31/2013</td>
<td>PRESENT</td>
</tr>
<tr>
<td>ASIAN BUSINESS ASSOCIATION ORANGE COUNTY</td>
<td>04/01/2019</td>
<td>PRESENT</td>
</tr>
</tbody>
</table>

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? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETentions THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICiALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAl TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG 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.

To use my experience as a mother, wife, accountant, and citizen of Orange County and contribute to the healthy growth of our community.

DATE: 7/23/2019                                    APPLICANTS SIGNATURE: ____________________________

[Box for Clerk of the Board of Supervisors]
Mrs. Hang Harper is a Certified Public Accountant with over 15 years experience. Together with her husband Patrick, they own Harper and Harper, an Accounting Firm in Fountain Valley specializing in accounting and taxation for small businesses.

As a refugee from war torn Vietnam, she is proud to be the first in her family to graduate from Bolsa Grande High School and California State University, Fullerton with Bachelor of Arts in Business Administration with emphasis in Accounting.

Mrs. Harper is a mother of three sons ages 14, 13, and 11 who attend Fulton Middle School and Fountain Valley High School in Fountain Valley, Orange County Second District. She is actively volunteering at the children's schools and currently a Board member of Fulton Middle School's PTA.

Additionally, she is an active volunteer in community. Currently, Mrs. Harper is serving as a Board Member of Footprints Foundation for Families, an organization that helps to reduce the likelihood of individuals with autism and related disorders from becoming victims of social isolation and bullying while inspiring hope and facilitating social and economic mobility. She is also a Board Member of Asian Business Association Orange County and Vietnamese American Chamber of Commerce. Mrs. Harper offers her expertise in financial planning, accounting and tax to help other nonprofit organizations such as Senhoa Foundation (organization established projects that address the prevention, rehabilitation and reintegration of survivors of human trafficking and those vulnerable to sexual exploitation in Cambodia), Compassionate Hands Foundation (organization helps the poor in crisis throughout Vietnam), and Vietnamese American Arts & Letters Association (organization that promotes ethnic art and culture to enrich community assimilation.)
Hang Harper

Professional experience

May 2004 - present    Harper & Harper (formerly Hang Harper CPA)     Orange County, CA

Harper & Harper provides tax, accounting and business advisory services to businesses and individuals.

Partner (May 2004 - present)

Businesses that I advise include construction contractors, medical professionals, insurance agencies, real estate, restaurant, not-for-profit organizations, service, sales and other businesses. Many of these clients have grown from start-up company to multi million dollar company to owning real properties. I have many years of experience in business and tax planning and tax return preparation including:

- Complex individual, corporate, partnership, and exempt organization returns
- Financial and business planning
- Business Start-up
- Financial Statement compilation

January 2002 – May 2004    Poole Rasmussen Accountants, Inc.     Orange, CA

Poole Rasmussen Accountants, Inc. provides business advisory, accounting and tax services.

Accountant/Auditor

Extensive experience as the only Accountant for four CPA partners, responsible providing following services to clients:

- Financial statement audits, reviews, and compilations
- Property Management
- Complex individual, corporate, partnership, not-for-profit and trust returns

May 2000 – January 2002    Accounting positions through staffing agencies   Various Locales

In 2000 and 2002, I took two years to search for the right career relating accounting by working through staffing agencies. Accounting positions were staff accountant, financial analyst, accounting procedure writer, and payroll specialist. The companies I worked for were Fluor - Global Engineering and Construction Company, Printronix, Kaiser Engineering,

1996-May 2000    Law office of Richard Herschefeld     Orange, CA

Paralegal assistant: responsible for customer serves and paperwork for mostly personal injury cases.

September 1998 – February 1999    OC Health Care Agency – Narcotic Treatment     Santa Ana, CA

Receptionist: responsible for assisting with appointment and greeting patients.

Education and Certifications

2000 - BA, Business Administration (with high honors), CSU, Fullerton
2004 - Certified Public Accountant, California

Languages

Vietnamese