PRESENTATIONS (9:00 A.M.)

Chairwoman Steel and Treasurer-Tax Collector will be presenting a resolution proclaiming March 3rd through March 9th as “National Consumer Protection Week”

Supervisor Chaffee will be presenting a resolution proclaiming February as “Black History Month”

CONSENT

4. Deleted

DISCUSSION

15. Revised Title to read:
   County Executive Office - Approve grant applications/awards submitted by Health Care Agency, Social Services Agency, OC Community Resources and Sheriff-Coroner and retroactive grant applications/awards submitted by OC Community Resources in 2/25/20 grant report and other actions as recommended - All Districts

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

Item: 15

Supplemental Item(s)

S16A. Chairwoman Steel - Assessment Appeals Board No. 1 - Reappoint Thomas C. Edwards, Newport Beach, for term ending 9/5/21

S16B. Chairwoman Steel - Direct County Executive Officer and Chief Human Resources Officer to propose revisions to existing policy, expanding preference criteria for eligible veterans and their dependents during hiring process and return to the Board with an amended policy within 90 days

S16C. District Attorney - Approve appointment of Dennis Conway as Extra Help Working Retiree Supervising Deputy District Attorney to provide legal services related to the People v. DeAngelo case (aka “the Golden State Killer”) pursuant to Section 7522.56 (f) of the Public Employee’s Pension Reform Act 2013 - All Districts
S16D. County Executive Office - Approve amendment 1 to Outreach agreement CCC-18-20024 with California Complete Count – Census 2020, 3/1/20 - 12/31/20 ($471,216; cumulative total $2,026,735; authorize acceptance of additional funding from California Complete Count - Census 2020 office pursuant to amendment; and authorize County Executive Officer or designee to execute amendment and Opt-in Letter - All Districts

SCS4. County Counsel - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Thong Phan v. County of Orange WCAB Case No.: ADJ9805370

SCS5. County Counsel - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Brandy Tornquist; Kaydence Shuman v. County of Orange Superior Court Case No.: 30-2018-01032458

SCS6. County Counsel - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION – INITIATION OF LITIGATION - Pursuant to Government Code Section 54956.9(d)(4):
Name of Cases: One Case (2/3 vote of members present)
Continuation or Deletion Request

Date: February 6, 2020
To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Office
Re: ASR Control #: 19-001272, Meeting Date 2/25/20 Agenda Item No. #: 4

Subject: Amendment for Data Collection and Evaluation Services

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

Comments:

☒ Request deletion of Agenda Item No. # 4

Comments: Request to delete ASR 19-001272 from the 2/25/20 Board Hearing
AGENDA STAFF REPORT

MEETING DATE: 02/25/20
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**
Concur

**COUNTY COUNSEL REVIEW**
No Legal Objection

**CLERK OF THE BOARD**
Discussion
3 Votes Board Majority

<table>
<thead>
<tr>
<th>Budgeted: N/A</th>
<th>Current Year Cost: N/A</th>
<th>Annual Cost: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staffing Impact: No</td>
<td># of Positions:</td>
<td>Sole Source: N/A</td>
</tr>
<tr>
<td>Current Fiscal Year Revenue: N/A</td>
<td>County Audit in last 3 years: No</td>
<td></td>
</tr>
<tr>
<td>Funding Source: N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Prior Board Action: N/A**

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

1. Approve Grant Application – Health Care Agency – Mental Health Student Services Act (MHSSA) Grant – $6,000,000.

2. Approve Grant Award – Health Care Agency – Homeless Assistance Planning Grant – $701,668.

3. Approve Grant Award – Health Care Agency – Coordinated Entry System Supportive Services Only Renewal Grant – $907,239.

4. Approve Grant Award – Health Care Agency – Coordinated Entry System Supportive Services Only Expansion Grant – $324,000.

5. Approve Grant Application – Health Care Agency – Infections Disease Prevention and Control Local Infrastructure Funds – $2,265,367.79.

6. Approve Grant Award – Health Care Agency – California Home Visiting Program – $524,428.
7. Approve Grant Application – Social Services Agency – Housing and Disability Advocacy Program (HDAP) – $1,091,855.

8. Approve Grant Award – OC Community Resources – 2018 Hazard Mitigation Grant Program – $3,966,375.

9. Approve Retroactive Grant Award – OC Community Resources – Area Plan – $1,708,131.

10. Approve Grant Award – Sheriff-Coroner Department – Emergency Management Performance Grant – $775,004.


SUMMARY:
See the attached Grants Report.

BACKGROUND INFORMATION:
See the attached Grants Report.

FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

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

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

On February 25, 2020 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 – Health Care Agency – Mental Health Student Services Act (MHSSA) Grant – $6,000,000.

2. Approve Grant Award – Health Care Agency – Continuum of Care Program-Homeless Assistance Planning Grant – $701,668.

3. Approve Grant Award – Health Care Agency – Coordinated Entry System Supportive Services Only Renewal Grant – $907,239.

4. Approve Grant Award – Health Care Agency – Coordinated Entry System Supportive Services Only Expansion Grant – $324,000.

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9. Approve Retroactive Grant Award – OC Community Resources – Area Plan – $1,708,131.

10. Approve Grant Award – Sheriff-Coroner Department – Emergency Management Performance Grant – $775,004.


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>February 19, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>Health Care Agency – Behavioral Health Services</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Mental Health Student Services Act (MHSSA) grant</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>Mental Health Services Oversight &amp; Accountability Commission (MHSOAC)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$6,000,000</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>February 28, 2020</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></td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td></td>
</tr>
<tr>
<td>(If yes, attach memo to CEO)</td>
<td></td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☒ Recurrent ☐ Other ☐ Explain:</td>
</tr>
</tbody>
</table>

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

Does this grant require CEQA findings? | Yes ☐ No ☒ |

What Type of Grant is this? | Competitive ☒ Other Type ☐ 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? | Services will be contracted out. No new County positions will be required. |

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

The Mental Health Services Oversight & Accountability Commission (MHSOAC) administers the Senate Bill 82 investment in Mental Health Wellness Act which provides local assistance funds to expand mental health crisis services. The Commission recognizes that reaching pupils in the school setting is practical for a first point of contact for mental, behavioral, and substance use disorder services for youth. Last year, the Governor signed the 2019 Budget Bill, Senate Bill 75, which included the Mental Health Student Services Act (MHSSA), to establish or strengthen mental health partnerships between County Mental Health or Behavioral Health Departments and educational entities. On December 12, 2019, a Request for Applications was released under the MHSSA program, focused on funding partnerships between educational and county mental health agencies with the goal of increasing access to mental health services in locations that are easily accessible to students and their families.

In partnership with the Orange County Department of Education (OCDE), all 27 school districts in Orange County, and alternate and charter schools, HCA Behavioral Health Services (BHS) plans to submit an application under this grant program. Funding will be used to pay for seven regional Mental Health Student Services Coordinators who will work closely with districts.
and BHS to coordinate a variety of mental health services for students and families, focusing on creating a coordinated system of access and care. Regional Coordinators will facilitate targeted outreach and improved access to services for students at risk for developing mental health issues, providing care coordination to facilitate access to mental health services and trainings for parents and caregivers of students experiencing (or at-risk for experiencing) mental health issues, coordinating and providing intensified outreach and linkage to services for students identified as being in crisis, and ensuring post-crisis follow up. Coordinators will be regional experts in available county and community mental health services and resources, and will facilitate collaboration between service providers and school districts. Trainings will also be offered through existing OCDE, BHS, and community programs for school staff/teachers, students, and families to increase awareness of mental health issues, signs of suicide, stigma reduction, mental health first aid, and other mental health topics. Professional development and train-the-trainer opportunities will be targeted to school mental health personnel to increase capacity to provide evidence-based approaches to identifying and addressing mental health issues among students.

The four-year grant cycle will begin in May 2020.

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

Authorize the Health Care Agency Director, or designee, to submit an application under the Mental Health Student Services Act grant program, and sign all necessary application and supporting documents required for the submission of the application.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annette Mugrditchian, 714-834-5026</td>
<td></td>
</tr>
<tr>
<td>Jeff Nagel, 714-834-7024</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annette Mugrditchian, Behavioral Health Services Director of Operations</td>
<td></td>
</tr>
<tr>
<td>Jeff Nagel, Behavioral Health Director</td>
<td></td>
</tr>
</tbody>
</table>
### GRANT APPLICATION / ☒ GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>January 28, 2020</th>
</tr>
</thead>
</table>
| Requesting Agency/Department: | Health Care Agency  
Office of Care Coordination  
Homeless Services |
| Grant Name and Project Title: | Continuum of Care Program  
Homeless Assistance Planning Grant |
| Sponsoring Organization/Grant Source: | U.S. Department of Housing & Urban Development |
| Application Amount Requested: | $701,668 |
| Application Due Date: | September 30, 2019 |
| Board Date when Board Approved this Application: | April 23, 2019 |
| Awarded Funding Amount: | $701,668 |
| Notification Date of Funding Award: | January 14, 2020 |
| Is this an Authorized Retroactive Grant Application/Award? No | (If yes, attach memo to CEO) |
| Recurrence of Grant | New ☒  
Recurrent ☐  
Other ☐ Explain: |
| If this is a recurring grant, please list the funding amount applied for and awarded in the past: | N/A |
| Does this grant require CEQA findings? | Yes ☐  
No ☒ |
| What Type of Grant is this? | Competitive ☒  
Other Type ☐ Explain: |
| County Match? | Yes ☒ Amount: 25%  
No ☐ |
| How will the County Match be Fulfilled? | In-kind staff time |
| (Please include the specific budget) | |
| Will the grant/program create new part or full-time positions? | No |
| Purpose of Grant Funds: | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. |

The Continuum of Care Program Planning Grant is used to support the planning activities associated with the U.S. Department of Housing and Urban Development Continuum of Care Program Homeless Assistance Grant and implementation of Federal Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act requirements.

The Homeless Assistance Planning grant funds will be used for County staff and subrecipient contracts with consultants associated with the development and implementation of a comprehensive strategy to address homelessness in Orange County. These planning activities include but are not limited to the Point in Time sheltered and unsheltered count, enhanced utilization of the Homeless Management Information System, completion of Continuum of Care competitive grant application, technical assistance to implement evidence-based practices and improve program performance, and development of performance measures and ongoing monitoring of Continuum of Care programs.
### CEO-Legislative Affairs Office
#### Grant Authorization eForm

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<td><strong>Recommended Action/Special Instructions</strong></td>
<td>(Please specify below)</td>
<td></td>
</tr>
<tr>
<td>Authorize the Continuum of Care Manager or designee to receive Continuum of Care Planning Grant funds and execute grant agreement and any other applicable documents for the Continuum of Care Planning Grant.</td>
<td></td>
<td></td>
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<tr>
<td><strong>Department Contact:</strong></td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
<td></td>
</tr>
<tr>
<td>Paul Duncan</td>
<td>Continuum of Care Manager</td>
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<td>Office of Care Coordination</td>
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<td><a href="mailto:PDuncan@ochca.com">PDuncan@ochca.com</a></td>
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<tr>
<td><strong>Today's Date:</strong></td>
<td>January 29, 2020</td>
<td></td>
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<td>-------------------</td>
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</table>
| **Requesting Agency/Department:** | Health Care Agency  
Office of Care Coordination  
Homeless Services |
| **Grant Name and Project Title:** | Continuum of Care Program  
Coordinated Entry System SSO Grant NOFA 2019 |
| **Sponsoring Organization/Grant Source:** | U.S. Department of Housing & Urban Development  
(If the grant source is not a government entity, please provide a brief description of the organization/foundation) |
| **Application Amount Requested:** | $907,239 |
| **Application Due Date:** | September 30, 2019 |
| **Board Date when Board Approved this Application:** | April 23, 2019 |
| **Awarded Funding Amount:** | $907,239 |
| **Notification Date of Funding Award:** | January 14, 2020 |
| **Is this an Authorized Retroactive Grant Application/Award?** | No  
(If yes, attach memo to CEO) |
| **Recurrence of Grant** | New ☐  
Recurrent ☒  
Other ☐ |
| **If this is a recurring grant, please list the funding amount applied for and awarded in the past:** | This grant transitioned from 211OC to the County during the 2017 grant year.  
2017 $907,239, Awarded $907,239  
2018 $907,239, Awarded $907,239 |
| **Does this grant require CEQA findings?** | Yes ☐  
No ☒ |
| **What Type of Grant is this?** | Competitive ☒  
Other Type ☐ |
| **County Match?** | Yes ☒  
Amount: 25%  
No ☐ |
| **How will the County Match be Fulfilled?** | Match will be provided by partner agencies and in-kind staff time.  
(Please include the specific budget) |
| **Will the grant/program create new part or full-time positions?** | No |
| **Purpose of Grant Funds:** | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. |

Orange County's Coordinated Entry System (CES) standardizes the homeless services assessment process and coordinates referrals to homeless services, including available housing resources, in the Orange County Continuum of Care (CoC). The intent of the CES is to reduce the number of days that people experience homelessness by prioritizing access to limited housing resources by length of homelessness, vulnerability and needs based on a standardized assessment. The CES grant as operated by the County of Orange is in compliance with the U.S. Department of Housing and Urban Development (HUD) CoC Homeless Assistance Grant Program and implementation of Federal HEARTH Act requirements. All CoC funded programs and most recently new State funding are required to participate in the CES. Funds will be used for County staff time and subrecipients to develop and implement a CES that meets the needs of the homeless population, promotes regional coordination and collaboration across the three Service Planning Areas and aligns with the County's efforts to develop a System of Care.  

**Board Resolution Required?**  
(please attach document to eForm) | Yes ☐  
No ☒
**Deputy County Counsel Name:**
(Please list the Deputy County Counsel that approved the Resolution)

**Recommended Action/Special Instructions**
(Please specify below)
Authorize the Continuum of Care Manager or designee, to receive and administer Continuum of Care Coordinated Entry System SSO Grant funds and execute grant agreement and any other applicable documents for the Continuum of Care Coordinated Entry System SSO Grant.

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

Paul Duncan  
Continuum of Care Manager  
Office of Care Coordination  
P>Duncan@ochca.com  
(714) 834-5185

**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:

Paul Duncan  
Continuum of Care Manager  
Office of Care Coordination  
P>Duncan@ochca.com  
(714) 834-5185
Today's Date: January 28, 2020

Requesting Agency/Department: Health Care Agency
Office of Care Coordination
Homeless Services

Grant Name and Project Title: Continuum of Care Program
Coordinated Entry System SSO Grant NOFA 2019 Expansion

Sponsoring Organization/Grant Source: U.S. Department of Housing & Urban Development
(If the grant source is not a government entity, please provide a brief description of the organization/foundation)

Application Amount Requested: $324,000

Application Due Date: September 30, 2019

Board Date when Board Approved this Application: April 23, 2019

Awarded Funding Amount: $324,000

Notification Date of Funding Award: January 14, 2020

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

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

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

Does this grant require CEQA findings? Yes ☐ No ☒

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

County Match? Yes ☒ Amount: 25% No ☐

How will the County Match be Fulfilled? Match will be provided by partner agencies and in-kind staff time.
(Please include the specific budget)

Will the grant/program create new part or full-time positions? No

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

Orange County's Coordinated Entry System (CES) standardizes the homeless services assessment process and coordinates referrals to homeless services, including available housing resources, in the Orange County Continuum of Care (CoC). The intent of the CES is to reduce the number of days that people experience homelessness by prioritizing access to limited housing resources by length of homelessness, vulnerability and needs based on a standardized assessment. The CES grant as operated by the County of Orange is in compliance with the U.S. Department of Housing and Urban Development (HUD) CoC Homeless Assistance Grant Program and implementation of Federal HEARTH Act requirements. All CoC funded programs and most recently new State funding are required to participate in the CES. Funds will be used for County staff time and subrecipients to develop and implement a CES that meets the needs of the homeless population, promotes regional coordination and collaboration across the three Service Planning Areas and aligns with the County's efforts to develop a System of Care.
During the last funding cycle, the Orange County CoC identified additional for the expansion of the CES grant. As such, the County of Orange submitted a separate application to HUD for the CES grant expansion. The CES grant expansion funds will be used to expand and improve the functionality of the CES through increased access to individuals experiencing homelessness and more robust resources. The County of Orange will work in partnership with the Orange County CoC to further develop and implement the programmatic expansion of the CES. The proposed augmentations to CES are in compliance with the U.S. Department of Housing and Urban Development (HUD) CoC Homeless Assistance Grant Program and implementation of Federal HEARTH Act requirements.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td></td>
</tr>
<tr>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
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</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td></td>
</tr>
<tr>
<td>(Please specify below)</td>
<td>Authorize the Continuum of Care Manager or designee, to receive and administer Continuum of Care Coordinated Entry System SSO Expansion Grant funds and execute grant agreement and any other applicable documents for the Continuum of Care Coordinated Entry System SSO Expansion Grant.</td>
</tr>
<tr>
<td>Department Contact:</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
<td><strong>GRANT APPLICATION</strong> / <strong>GRANT AWARD</strong></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Today's Date:</strong></td>
<td>February 6, 2020</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Health Care Agency</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Infectious Disease Prevention and Control Local Infrastructure Funds</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Department of Public Health (CDPH), Division of Communicable Disease Control (DCDC)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$2,265,367.79</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>March 2, 2020</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>February 6, 2020</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>(If yes, attach memo to CEO)</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☑ Recurrent ☐ Other ☐ Explain: N/A</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</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>(Please include the specific budget) N/A</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>
<tr>
<td><strong>Board Resolution Required?</strong></td>
<td>Yes ☑ No ☑</td>
</tr>
<tr>
<td><strong>Deputy County Counsel Name:</strong></td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td><strong>Recommended Action/Special Instructions</strong></td>
<td>(Please specify below) The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to apply for this grant for the term of upon execution of final contract through June 30, 2023, and delegate authority to the HCA director, or designee, to execute any forms needed in the application process. HCA will return to the Board to obtain approval to accept the awarded funds.</td>
</tr>
<tr>
<td><strong>Department Contact:</strong></td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
</tr>
</tbody>
</table>
Name of the individual attending the Board Meeting: | List the name of the individual who will be attending the Board Meeting for this Grant Item:
---|---
David Sculeles |
<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>2/6/20</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Health Care Agency /Community and Nursing Services</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>California Home Visiting Program</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Department of Public Health (CDPH)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$524,428</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>N/A (Allocation, no application required)</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>December 10, 2019</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>$524,428</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>February 4, 2020</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>(If yes, attach memo to CEO)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☒ Recurrent ☐ Other ☐ Explain:</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>No</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: Allocation. OC is one of 23 counties that will receive funds from CDPH.</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>Not Applicable</td>
</tr>
<tr>
<td><strong>(Please include the specific budget)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No. HCA will use existing staff positions within the Community and Nursing Services Division to conduct grant related activities.</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
<td>Provide a summary and brief background of why Board of Supervisors should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
<tr>
<td><strong>Board Resolution Required?</strong></td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td><strong>(Please attach document to eForm)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Deputy County Counsel Name:</strong></td>
<td>Massoud Shamel</td>
</tr>
</tbody>
</table>
**Recommended Action/Special Instructions**

(Please specify below)

The Health Care Agency requests that the Board of Supervisors:

1) Authorize the Health Care Agency Director, or designee, on behalf of the Board of Supervisors to accept the allocation.

2) Authorize the Health Care Agency Director, or designee, to execute such future amendments to the Agreement referenced above that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

<table>
<thead>
<tr>
<th>Department Contact</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marc Meulman, Chief of Operations, Public Health Services, (714) 834-2980, <a href="mailto:mmeulman@ochca.com">mmeulman@ochca.com</a></td>
<td></td>
</tr>
</tbody>
</table>

**Name of the individual attending the Board Meeting:**

David Souleles

---

CEO-Legislative Affairs Office  
Grant Authorization eForm

☐ GRANT APPLICATION / ☐ GRANT AWARD

<table>
<thead>
<tr>
<th>Today's Date:</th>
<th>February 18, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>Social Services Agency</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Housing and Disability Advocacy Program (HDAP)</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Department of Social Services (CDSS)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$1,091,855</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>March 9, 2020</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></td>
</tr>
</tbody>
</table>

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

Recurrence of Grant

<table>
<thead>
<tr>
<th>Recurrence of Grant</th>
<th>New ☐</th>
<th>Recurrent ☒</th>
<th>Other ☒</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$2,147,651</td>
</tr>
</tbody>
</table>

Does this grant require CEQA findings?

Yes ☐ No ☒

What Type of Grant is this?

Competitive ☐ Other Type ☒ Explain: Allocated funds defined by CDSS.

County Match?

Yes ☒ Amount ___% or ___100 ___%  No ☐

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

Counties receiving state HDAP funds shall match on a dollar-for-dollar basis over the award period and will be met through existing program expenditures. The HDAP pilot match was reached through general funds to the Courtyard and Bridges at Kraemer shelters and will be used for this funding allocation.

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.

Assembly Bill (AB) 1603, Chapter 25, Statutes of 2016 established the Housing and Disability Advocacy Program (HDAP), which is a county-administered program that provides housing and disability benefits application assistance to people with a disability. HDAP requires outreach, case management, disability benefits advocacy and housing assistance and prioritizes chronically homeless individuals or individuals who are homeless and rely most heavily on government funded services. The HDAP pilot program application was approved by the Board on October 17, 2017, and submitted to the state thereafter. The California Department of Social Services (CDSS) announced the award on January 8, 2018 and the grant award was brought to the Board for approval on February 6, 2018. The program provides support to the County's System of Care, increasing care coordination between the Social Services Agency (SSA), OC Community Resources (OCCR), and the Health Care Agency (HCA) to better serve our homeless population.

A Memorandum of Understanding (MOU) between SSA and OCCR was established to define the collaborative effort in
meeting objectives and to comply with State of California obligations for HDAP. The MOU describes the HDAP services and activities that would be provided through subcontracted service providers. The selected providers were approved by the Board on April 3, 2019 and are currently administering HDAP services to eligible participants which focus on service delivery in each Service Planning Area (Central, North, and South). Approval of this application for additional funds and subsequent award will allow for continuity of services and provide enhanced support and funding for the System of Care as the County continues to address homelessness in our community.

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

<table>
<thead>
<tr>
<th>Deputy County Counsel Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommended Action/Special Instructions</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please specify below)</td>
<td></td>
</tr>
</tbody>
</table>

Authorize the Social Services Agency Director or designee to apply for the Housing and Disability Advocacy Program allocation in the amount of $1,091,855 and execute an agreement with the State of California Department of Social Services to administer HDAP funds.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debra J. Baetz (714) 541-7773</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debra J. Baetz</td>
<td></td>
</tr>
</tbody>
</table>
CEO-Legislative Affairs Office
Grant Authorization eForm

☐ GRANT APPLICATION / ☒ GRANT AWARD

<table>
<thead>
<tr>
<th>Today's Date:</th>
<th>2/13/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Community Resources/OC Parks</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Grant Name: 2018 Hazard Mitigation Grant Program DR-4344</td>
</tr>
<tr>
<td></td>
<td>Project Title: Dana Point Harbor Rockfall Mitigation</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$4,285,125</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>9/4/18</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>8/28/18</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$3,966,375</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>2/4/20</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>(If yes, attach memo to CEO)</td>
<td></td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☒ Recurrent ☐ Other ☐ Explain: N/A</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td></td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☒ No ☐</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☒ Other Type ☐ Explain:</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☒ Amount __ _ or __ _% Non-federal No ☐</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>Planning, design, historic building restoration and administrative costs will be funded using existing County staff, budget and resources.</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
<tr>
<td>Board Resolution Required?</td>
<td>Yes ☐ No ☒ No additional resolution required to accept award.</td>
</tr>
<tr>
<td>(Please attach document to eForm)</td>
<td></td>
</tr>
<tr>
<td>Deputy County Counsel Name:</td>
<td>Resolution no. 18-088 was passed and adopted on 8/28/18.</td>
</tr>
<tr>
<td>(Please list the Deputy County Counsel that approved the</td>
<td></td>
</tr>
</tbody>
</table>

Grant funds will be used for the Dana Point Harbor Rockfall Mitigation project.

The purpose of the project is to reduce the impact of potential falling rock at the base of the bluff in Dana Point Harbor. The project will include all planning and permitting followed by the placement of rockfall warning measures, rockfall protection measures (through the use of barriers, catchment fences or netting), rockfall retention measures (e.g., mesh) and rockfall prevention measures.
<table>
<thead>
<tr>
<th>Recommended Action/Special Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Authorize OC Community Resources Director or designee to accept the Federal Emergency Management Agency (FEMA) 2018 Hazard Mitigation Grant Program DR-4344 grant award.</td>
</tr>
<tr>
<td>2. Authorize the OC Community Resources Director or designee to execute the Standard Agreement and all FEMA 2018 Hazard Mitigation Grant Program DR-4344 documents as indicated in resolution 18-088 after verifying that they comply with County policy and have been approved as to form by County Counsel.</td>
</tr>
</tbody>
</table>

**Department Contact:**

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

Sue McIntire, OC Parks Grants Manager- (949) 923-3735; sue.mcintire@ocparks.com

**Name of the individual attending the Board Meeting:**

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

Stacy Blackwood, OC Parks Director or designee
DATE: February 6, 2020

TO: Frank Kim, County Executive Officer

FROM: Dylan Wright, Director, OC Community Resources

SUBJECT: RETROACTIVE APPROVAL – OC COMMUNITY SERVICES/OFFICE ON AGING ACCEPTANCE OF GRANT AWARD

On March 29, 2019, OC Community Services/Office on Aging received notification from the California Department of Aging (CDA) of an Area Plan grant award for fiscal year 2019-20. This grant award was approved by the Board of Supervisors on May 7, 2019.

On January 9, 2020, CDA notified OC Community Services/Office on Aging of additional grant monies to be awarded as an amendment to the original Area Planning grant in the amount of $1,708,131.

The attached Grant Authorization eForm is being submitted for Board of Supervisor’s approval at their February 25, 2020 meeting. The delay to get the eForm approved by the Board within 30-days of notification of funding was due to the time required for to review contract language and coordinate program activities with contracted providers.

The additional funding received through the amendment will fund programs and services aimed at helping older adults remain independent and avoid premature institutionalization. Program and services include adult day care, case management, in-home services, information & assistance, health promotion, legal assistance, nutrition services, nutrition transportation, family caregiver support services, ombudsman program services, and elder abuse prevention.

The total aggregate amount of the Area Plan grant and the amendment is $14,263,784. The contract term runs from July 1, 2019 through June 30, 2020.

If you have any questions, please contact Renee Ramirez, Director of OC Community Services at (714) 480-6483.

Dylan Wright, Director
OC Community Resources

Approved:

Frank Kim, County Executive Officer
County Executive Office

2/15/20

Date
| Today's Date: | February 25, 2020 |
| Requesting Agency/Department: | OC Community Resources/OC Community Services |
| Grant Name and Project Title: | Area Plan |
| Sponsoring Organization/Grant Source: | California Department of Aging |
| Application Amount Requested: | $13,000,000 |
| Application Due Date: | July 1, 2019 |
| Board Date when Board Approved this Application: | April 23, 2019 |
| Awarded Funding Amount: | $1,708,131 (Additional Funding) |

Note: If this additional grant award funding is approved by the Board of Supervisors, the total awarded funding will be $14,263,784 (original funding award in the amount of $12,555,653 + additional funding in the amount of $1,708,131 = $14,263,784).

| Notification Date of Funding Award: | January 9, 2020 |

| Is this an Authorized Retroactive Grant Application/Award? | No |

<table>
<thead>
<tr>
<th>Recurrence of Grant</th>
<th>New</th>
<th>Recurrent</th>
<th>Other</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>Past Five Fiscal Years of Funding:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2019-20</td>
<td>$12,555,653</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2018-19</td>
<td>$13,091,764</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2017-18</td>
<td>$10,607,212</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2016-17</td>
<td>$11,119,303</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2015-16</td>
<td>$10,151,687</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2014-15</td>
<td>$10,725,093</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does this grant require CEQA findings? | Yes | No |

What Type of Grant is this? | Competitive |

County Match? | Yes | Amount 10.53% or 10.53% for Direct and 25% for Admin |
| No |

How will the County Match be Fulfilled? (Please include the specific budget) | No additional General Funds are needed to fulfill match requirements. Existing OC Community Resources/OC Community Services/Office on Aging- general funds: 100% allocated in the current budget will be used |

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 Area Plan supports the Older Americans Act programs and services to help older adults remain independent and avoid premature institutionalization. OC Community Services/Office on Aging has already received $12,555,653 for the FY 2019-20 Area Plan. On January 9, 2020, OC Community Services/Office on Aging received notification from the California Department of Aging (CDA) it would receive an additional $1,708,131 in funding for the Area Plan. The additional funds received from CDA will be used to support the Older American Act programs by increasing service levels in adult day care, case management, in-home services, legal assistance, nutrition services, nutrition transportation, and family caregiver support services. CDA allocates Area Plan funds to the County through a formula allocation and the initial request of $13,000,000 for this grant was based on funding amounts received in previous years.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes ☐                     No ☒</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deputy County Counsel Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Applicable.</td>
</tr>
</tbody>
</table>

**Recommended Action/Special Instructions**

1. Approve retroactive Area Plan grant award for additional funding in the amount of $1,708,131.

2. Authorize Director of Orange County Community Resources, or his designee, to accept additional Area Plan grant award funding in the amount of $1,708,131.

3. Authorize Director of Orange County Community Resources, or his designee, to execute all documents required to accept the additional Area Plan grant award funding.

<table>
<thead>
<tr>
<th>Department Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dylan Wright (714) 480-2788 / <a href="mailto:Dylan.Wright@occr.ocgov.com">Dylan.Wright@occr.ocgov.com</a></td>
</tr>
<tr>
<td>Renee Ramirez (714) 480-6483 / <a href="mailto:Renee.Ramirez@occr.ocgov.com">Renee.Ramirez@occr.ocgov.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renee Ramirez</td>
</tr>
</tbody>
</table>
Today's Date: February 11, 2020
Requesting Agency/Department: Sheriff-Coroner Department
Grant Name and Project Title: Emergency Management Performance Grant, CFDA 97.042
Sponsoring Organization/Grant Source: Department of Homeland Security; California Office of Emergency Services
Application Amount Requested: $775,004
Application Due Date: December 6, 2019
Board Date when Board Approved this Application: October 8, 2019
Awarded Funding Amount: $775,004
Notification Date of Funding Award: October 30, 2019 (Application approved on February 4, 2020)
Is this an Authorized Retroactive Grant Application/Award? No

<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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015: $777,250</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016: $777,580</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017: $774,162</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018: $775,004</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does this grant require CEQA findings?</th>
<th>Yes</th>
<th>No Explain:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>What Type of Grant is this?</th>
<th>Competitive</th>
<th>Other Type Explain: Offered by federal government to previous recipients</th>
</tr>
</thead>
</table>

| County Match? | 100% | No |

| How will the County Match be Fulfilled? | Net County Cost Cash Match |

| 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. |

On February 15, 2019, the President signed Public Law 116-6, authorizing the 2019 Emergency Management Performance Grant (EMPG) under the U.S. Department of Homeland Security (DHS).

On April 12, 2019, the DHS issued guidance and budget allocations to the States. In California, the administering agency is the California Office of Emergency Services (CalOES), which issues guidance to eligible applicants (Operational Areas). The grant application was due by December 6, 2019. The Orange County Sheriff's Department is responsible for administering and distributing the grant funds on behalf of the Orange County Operational Area. Cal OES approved the application on February 4, 2020 for the amount of $775,004.

The purpose of the EMPG Program is to provide federal funds to states to assist state, local and tribal governments in preparing for all hazards. Funds provided under the EMPG must be used to support activities that contribute to the Operational Area's capability to prevent, prepare for, mitigate against,
respond to and recover from emergencies and disasters, whether natural or man-made. The grant-funded activities are a continuation of services funded by previous grant cycles. The goals described within the grant application relate to emergency management organizational and enterprise enhancement, managing risk and vulnerabilities, and enhancing customer and stakeholder services.

The grant includes a pass-through of $328,543 to local cities. These funds are distributed on a population basis to those cities who wish to apply and complete the required activities. The Operational Area Executive Board reviewed the proposed application budget and required activities at its quarterly meeting on November 13, 2019.

The performance period of the award is July 1, 2019 through June 30, 2021.

This grant has not been reviewed under the County Audit in the last 3 years.

The Board of Supervisors (Board) approved the EMPG Grant application on October 8, 2019.

The Sheriff-Coroner Department requests that the Board approve the acceptance of the grant award in the amount of $775,044, approve the form Agreement to Transfer Funds for FY 2019 Emergency Management Performance Grant Program, authorize execution of related documents including agreements with each jurisdiction receiving grant funds, and direct the Auditor-Controller to transfer grant funds to other entities upon receipt of executed agreements. Retroactive approval is requested, as there was a delay in the State approval of the application; State approval of the application was received on February 4, 2020. The notice of award was made on October 30, 2019.

<table>
<thead>
<tr>
<th>Board Resolution Required? (Please attach document to eForm)</th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)</td>
<td>Wendy Phillips, Deputy County Counsel, has reviewed and approved the attached documents.</td>
</tr>
</tbody>
</table>

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

1. Accept $775,004 from the California Office of Emergency Services for the 2019 Emergency Management Performance Grant Program, Catalog of Domestic Federal Assistance Number 97.042.

2. Approve the form Agreement to Transfer Funds for 2019 Emergency Management Performance Grant Program.

3. Authorize the Sheriff-Coroner or designee to execute, on behalf of the County of Orange, an Agreement to Transfer Funds for 2019 Emergency Management Performance Grant Program with each jurisdiction receiving grant funds.

4. Direct the Auditor-Controller to transfer funds obtained pursuant to the 2019 Emergency Management Performance Grant Program to jurisdictions within the Orange County Operational Area upon receipt of executed agreements and documentation supporting allowable expenditures from the recipient cities.

5. Authorize the County Procurement Officer or designee to purchase 2019 Emergency Management Performance Grant funded training and equipment using a form of purchase agreement not materially different than the standard purchase order. If the purchase agreement is materially different than the standard County purchase order, the County Procurement Officer or designee is directed to return to the Board of Supervisors for approval.
<table>
<thead>
<tr>
<th>Department Contact</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donna Boston 714-628-7059; <a href="mailto:dboston@ocsd.org">dboston@ocsd.org</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donna Boston or designee</td>
<td></td>
</tr>
</tbody>
</table>
MEMORANDUM

February 18, 2020

TO: Robin Stieler, Clerk of the Board

FROM: Chairwoman Michelle Steel, Supervisor Second District

SUBJECT: Appointment to Assessment Appeals Board No. 1

Please add the following item of business to the supplemental calendar for the February 25, 2020 Board meeting agenda. The title of the item should read:

Chairwoman Michelle Steel – Assessment Appeals Board No. 1 – Re-appoint Thomas C. Edwards, Newport Beach, for the term beginning September 3, 2018 and ending September 5, 2021.
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/OB/COB/BCC/CONTACT):
Assessments Appeals Board

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

APPLICANT NAME AND RESIDENCE ADDRESS:
Thomas Cole Edwards
First Name Middle Name Last Name

Street Address City State Zip Code

Home Phone Number Cell Phone Number

CURRENT EMPLOYER: Self

OCCUPATION/JOB TITLE: Attorney

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 County
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY       FROM (MO/YR.)       TO (MO/YR.)
California Bar Association   6/73              Present


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.

Currently I serve on the Assessment Appeals Board.

See the attached.

DATE: 2/4/2020

APPLICANTS SIGNATURE: [Signature]

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

Date Received: ____________________________ Received by: ____________________________
Date referred: ____________________________ Deputy Clerk of the Board of Supervisors
To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5
□ All BOS □ BCC Contact Person Name ____________________________
Continuation on page 2 of Application.

In the time that I have served I believe I have contributed to the public's understanding and transparency of the Assessment Appeals process. The work is enjoyable and interfacing with the public is an important service to the public at large.
THOMAS COLE EDWARDS

RESUME

1973 - present: Thomas Cole Edwards is an AV rated attorney practicing in Orange County, California. Mr. Edwards' practice consists of Real Estate, Business and Corporate Practice.

Selected Achievements:

☐ During the period Mr. Edwards has conducted a practice which has dealt with a myriad of issues and successfully served a wide variety of clients. A majority of the work has dealt with companies in the Real Estate and Mortgage Lending Practice in California. The firm however represents an array of clients from Developers to Architectural Firms and Food Companies.

☐ Successfully dealt with and represented clients before the State and Federal Courts in California as well as regulatory agencies in the State. This includes but is not limited to the Department of Real Estate, Department of Corporations and Department of Labor.

☐ Appointed as Special Compliance Counsel by the California Department of Corporations 1989-1992.

☐ Successfully defended and resolved class action litigation on behalf of a client in the Superior Court of California, County of San Francisco.

☐ Successfully negotiated a labor contract on behalf of a client against the Teamsters Union.

☐ Represented clients before County, State and Federal Agencies while drafting legislation at the Federal, State and County levels and testified before both Houses of Congress as well as the California State Assembly.

☐ Represented both buyers and sells in acquisition of companies as well as negotiated loan and lease agreements for clients.

☐ Currently act as special consultant on airport issues for the City of Newport Beach, California.

Community Involvement:

☐ 2003 - 2008: President of Newport Beach, Public Library Foundation.

☐ 2000: Chosen as Citizen of the Year, Newport Beach, California.

☐ 1997 - 1998: Mayor of Newport Beach, California.

☐ 1996 - 1997: Mayor Pro-Tem, Newport Beach, California.
1994 - 1998: City Councilman, Newport Beach, California.

1993 - 1994: Chairman of the Planning Commission, Newport Beach, California.

1988 - 1994: Member of the Planning Commission, Newport Beach, California.


Selected Achievements:

- Assisted in the creation and negotiation of the John Wayne settlement agreement which is a unique locally controlled and court imposed mandated restriction on the Airport.

- Lobbied at the Federal level for the grandfathering of the Settlement Agreement pursuant to ANCA, including testifying before both Houses of Congress on the issue.

- Assisted in the creation and drafting of a County Wide Initiative to control the planning process for the closure of El Toro, MCAS.

- Served as general counsel for Orange County Airport Site Coalition.

- Have Served as Judge Pro-Tem in the Superior Court of Orange County since 1978.

- Past Member of the American Arbitration Association Panel of Arbitrators. The majority of cases to be resolved dealt with title issues, real estate and construction.

- Past Member of Library Board of Trustees, Newport Beach, California.

- Past Member of Orange County Law Library Board of Trustees.

- Spoken before the Orange County Bar Association and Commercial Real Estate Brokers of Orange County.

Education:

University of California at Los Angeles, California - B.S. 1968
MEMORANDUM

February 20, 2020

TO: Clerk of the Board
FROM: Chairwoman Michelle Steel
SUBJECT: Expansion of Veterans Employment Preference Policy

Please add the following item of business to the supplemental calendar for the February 25, 2020 Board meeting agenda. The title of the item should read:

Chairwoman Michelle Steel – Direct the County Executive Officer (CEO) and Chief Human Resources Officer (CHRO) to propose revisions to existing veterans employment preference policy, expanding the preference criteria for eligible veterans and their dependents during the hiring process. Return to the Board with an amended policy within 90 days.
SUPPLEMENTAL AGENDA STAFF REPORT

MEETING DATE: 02/25/2020
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Chairwoman Michelle Steel
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Aric Dana (714) 834-3220

SUBJECT: Expansion of Veteran’s Employment Preference Policy

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Discussion</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 Votes Board Majority</td>
</tr>
</tbody>
</table>

Budgeted: N/A  
Current Year Cost: N/A  
Annual Cost: N/A

Staffing Impact: N/A  
# of Positions: N/A  
Sole Source: N/A
Current Fiscal Year Revenue: N/A
Funding Source: GF: N/A,  
County Audit in last 3 years: No
Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Direct the County Executive Officer (CEO) and Chief Human Resources Officer (CHRO) to propose revisions to existing policy, expanding the preference criteria for eligible veterans and their dependents during the hiring process. Return to the Board with an amended policy within 90 days.

SUMMARY:

The County of Orange has a Veteran’s Preference policy that grants hiring preference points to qualified veterans. The goal is to further enhance this program to benefit residents who proudly served our country as well as their eligible dependents.

BACKGROUND INFORMATION:
Orange County veterans have proudly served a prominent role in defense of our country since World War II. It is currently home to the Seal Beach Naval Weapons Station and Los Alamitos Joint Forces Training Base. Approximately 133,000 veterans reside in Orange County, according to federal and state data. The men and women of our Armed Forces generally offer to a prospective employer: exceptional training, advanced life skills, dedication, leadership, loyalty, discipline, mission dedication, organizational skills, and excellent work ethic. The County of Orange recognizes their service, as well as their families’ sacrifices, and desires to attract that kind of esprit de corps in its workforce.

Today’s recommendations will direct the CEO and CHRO to formally research the feasibility of expanding hiring preferences for veterans and their eligible dependents, active duty and their eligible dependents, Gold Star Families, and active members of the National Guard and Reserves. The County’s existing policy provides for 5-10 preferential points to qualified veterans during the examination phase of a recruitment. The proposal will consider offering veterans and their eligible dependents the opportunity to receive interviews in the selection process upon meeting all required minimum and desirable qualifications, and successfully passing any required assessments. CEO and CHRO may consider further expanding the scope of eligible dependents to include members of the veterans’ immediate family. This will make the County’s policy the most inclusive, veteran-friendly in the state as well as increase the County’s ability to successfully attract and retain veteran candidates.

The CHRO will review, assess, and propose appropriate amendments to the policy—ensuring adherence to merit principles—and work with internal parties and labor organizations in accordance with employment laws. The CEO and CHRO will return to the Board with an amended policy within 90 days.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):
February 20, 2020

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 February 25, 2020, Board Hearing.

Agency: District Attorney
Subject: Appointment of Retiree – Public Employees’ Pension Reform Act of 2013
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting that this item be added to the February 25, 2020, Board agenda as a Supplemental Item as the District Attorney has a critical need for an Extra Help Working Retiree with suitable experience to ensure continuing legal services for a high profile case. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Michelle Steel, Chairwoman of the Board of Supervisors

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

MEETING DATE: 2/25/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: District Attorney
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Glenn Robison (714) 347-8778
                                            Shawn Nelson (714) 347-8402

SUBJECT: Appointment of Retiree – Public Employees’ Pension Reform Act of 2013

CEO CONCUR

[Signature]

COUNTY COUNSEL REVIEW

No Legal Objection

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes Current Year Cost: $48,850 Annual Cost: $73,275

Sole Source: N/A

Staffing Impact: N/A # of Positions: N/A County Audit in last 3 years: No

Current Fiscal Year Revenue: N/A
Funding Source: GF: 50%, Prop 172: 50%

Prior Board Action: N/A

RECOMMENDED ACTION(S)

Approve the appointment of Dennis Conway as an Extra Help Working Retiree Supervising Deputy District Attorney to perform legal services related to the People v. DeAngelo case (aka “the Golden State Killer”) to the Office of the District Attorney pursuant to Section 7522.56 (f) of the Public Employees’ Pension Reform Act of 2013.

SUMMARY:

Approval of the appointment of Mr. Dennis Conway as an Extra Help Working Retiree Supervising Deputy District Attorney will allow the candidate to perform legal services related to the People v. DeAngelo case (aka “the Golden State Killer”) to the District Attorney and avoid a lapse of legal representation due to the expected departure of the Attorney working on this case in mid-March 2020.
BACKGROUND INFORMATION:

In 2018, a criminal case was filed against Joseph James DeAngelo (aka “The Golden State Killer”), charging 13 counts of murder, with special circumstances of rape, burglary, robbery and multiple murders, as well as 13 additional felony kidnapping charges, for crimes occurring in six different California counties between 1975 and 1986. The complaint was signed by the District Attorneys of all six counties and is being jointly prosecuted in Sacramento County Superior Court (Case #18FE008017) pursuant to Penal Code provisions authorizing multi-county joinder in enumerated circumstances. Four of the charged, special-circumstance murders occurred in Orange County and are being prosecuted by the Orange County District Attorney’s Office.

Prior to the case being solved and filed, retired Supervising Deputy District Attorney Debora Lloyd was assigned as an Extra Help Working Retiree to work on the cold case investigation. Ms. Lloyd had been assigned to the Homicide Unit for nine years prior to her retirement, had prosecuted over 30 homicide jury trials and had capital case experience. Since the filing, Ms. Lloyd has continued to work on case preparation, discovery and other matters. Ms. Lloyd is scheduled to vacate her extra-help position in March of 2020.

Retiring Supervising Deputy District Attorney Dennis Conway

Mr. Conway, who is retiring on February 27, 2020, is a Supervising Deputy District Attorney with 30 years of distinguished experience in the Orange County District Attorney’s Office. He has supervised the Felony Panel for 10 years, in addition to serving as a trial attorney in the Homicide and Gang Units for 13 years. He has tried more than 100 jury trials, encompassing approximately 20 homicides, including Special Circumstance and Capital cases.

With Ms. Lloyd’s departure, there is a critical need for a replacement attorney with suitable experience to handle the Golden State Killer case, which is set for preliminary hearing on May 12, 2020. Mr. Conway is uniquely suited to fill this vacancy. There are no other candidates with his ability and experience level to assign to this important, high-profile prosecution and he is already working with Ms. Lloyd to get up to speed on the case.

Because Mr. Conway will retire from his position less than 180 days from his proposed start date of February 28, 2020, his appointment as an Extra Help Working Retiree Supervising Deputy District Attorney position will require Board of Supervisors (Board) approval in order to comply with the Public Employees’ Pension Reform Act of 2013. Government Code Section 7522.56 (f) states in relevant part:

“A retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he or she meets one of the following conditions:

(1) The employer certifies that nature of the employment and the appointment is necessary to fill a critically needed position before the 180 days has passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.”

Upon Board approval of this appointment, Mr. Conway’s terms of employment will be governed by the County’s Working Retiree Reemployment Policy that limits assignments to no more than 960 hours per fiscal year at an hourly rate not to exceed 80 percent of the hourly rate that the employee earned at the time of retirement, or Step 1 of the of the salary range if 80 percent is less than Step 1.
FINANCIAL IMPACT:

The expenditure related to the contract will be absorbed within the District Attorney’s FY 2019-20 Budget, Fund 026 and will be included in the future budgeting process.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Government Code Section 7522.56 (f)
Attachment B – Working Retirement Reemployment Policy
7522.56. (a) This section shall apply to any person who is receiving a pension benefit
from a public retirement system and shall supersede any other provision in conflict
with this section.

(b) A retired person shall not serve, be employed by, or be employed through a
contract directly by, a public employer in the same public retirement system from
which the retiree receives the benefit without reinstatement from retirement, except
as permitted by this section.

(c) A person who retires from a public employer may serve without reinstatement
from retirement or loss or interruption of benefits provided by the retirement system
upon appointment by the appointing power of a public employer either during an
emergency to prevent stoppage of public business or because the retired person has
skills needed to perform work of limited duration.

(d) Appointments of the person authorized under this section shall not exceed a
total for all employers in that public retirement system of 960 hours or other equivalent
limit, in a calendar or fiscal year, depending on the administrator of the system. The
rate of pay for the employment shall not be less than the minimum, nor exceed the
maximum, paid by the employer to other employees performing comparable duties,
divided by 173.333 to equal an hourly rate. A retired person whose employment
without reinstatement is authorized by this section shall acquire no service credit or
retirement rights under this section with respect to the employment unless he or she
reinstates from retirement.

(e) (1) Notwithstanding subdivision (c), any retired person shall not be eligible
to serve or be employed by a public employer if, during the 12-month period prior to
an appointment described in this section, the retired person received any unemployment
insurance compensation arising out of prior employment subject to this section with
a public employer. A retiree shall certify in writing to the employer upon accepting
an offer of employment that he or she is in compliance with this requirement.

(2) A retired person who accepts an appointment after receiving unemployment
insurance compensation as described in this subdivision shall terminate that
employment on the last day of the current pay period and shall not be eligible for
reappointment subject to this section for a period of 12 months following the last day
of employment.

(f) A retired person shall not be eligible to be employed pursuant to this section
for a period of 180 days following the date of retirement unless he or she meets one
of the following conditions:
(1) The employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.

(2) (A) Except as otherwise provided in this paragraph, for state employees, the state employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed state employment position before 180 days have passed and the appointment has been approved by the Department of Human Resources. The department may establish a process to delegate appointing authority to individual state agencies, but shall audit the process to determine if abuses of the system occur. If necessary, the department may assume an agency’s appointing authority for retired workers and may charge the department an appropriate amount for administering that authority.

(B) For legislative employees, the Senate Committee on Rules or the Assembly Rules Committee certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

(C) For employees of the California State University, the Trustees of the California State University certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

(3) The retiree is eligible to participate in the Faculty Early Retirement Program pursuant to a collective bargaining agreement with the California State University that existed prior to January 1, 2013, or has been included in subsequent agreements.

(4) The retiree is a public safety officer or firefighter hired to perform a function or functions regularly performed by a public safety officer or firefighter.

(g) A retired person who accepted a retirement incentive upon retirement shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement and subdivision (f) shall not apply.

(h) This section shall not apply to a person who is retired from the State Teachers’ Retirement System, and who is subject to Section 24214, 24214.5, or 26812 of the Education Code.

(i) This section shall not apply to (1) a subordinate judicial officer whose position, upon retirement, is converted to a judgeship pursuant to Section 69615, and he or she returns to work in the converted position, and the employer is a trial court, or (2) a retiree of the Judges’ Retirement System or the Judges’ Retirement System II who is assigned to serve in a court pursuant to Section 68543.5.

(Amended by Stats. 2014, Ch. 238, Sec. 1. (AB 2476) Effective January 1, 2015.)
Working Retiree Reemployment Policy

Policy Number:

Policy:

Reemployment of personnel who have retired from their positions with the County of Orange may be hired as temporary employees, under specific circumstances.

Purpose:

To provide policies and procedures related to the temporary hiring of retirees only for the purpose of either preventing the stoppage of public business during an emergency or because the retiree has specialized skills that are needed by the County for a limited duration.

Authority:


Procedure:

Retirees receiving pension benefits from the Orange County Retirement System ("OCERS") may temporarily serve the County under the following conditions:

Guidelines:

- The retiree must either have a specialized skill that is needed by the County for a limited duration (960 hrs. or less) or their service must be necessary to prevent the stoppage of public business during an emergency;

- The classification to which the retiree will be assigned matches the position’s responsibilities and the employee’s skillset;

- Justification of an ongoing need for a working retiree must be submitted on an annual basis to CEO/Budget and the Human Resource Services department. If the justification for the working retiree is approved for reoccurring seasonal workloads, the justification for the working retiree must be resubmitted for approval every two years.

- Per the PEPRA Act of 2013, any employee returning after January 1, 2013, except for public safety officers receiving benefits from OCERS shall not be eligible to be reemployed for a period of 180 days following the date of retirement unless the County Executive Office certifies the critical nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed. The retiree’s appointment must then be approved by the Board of Supervisors during a public meeting. The item requesting such appointment must be placed on the discussion calendar.
Compensation and Terms of Employment:

The working retiree may be appointed according to the salary parameters listed below, unless, in an exceptional circumstance, a higher salary is approved by the CEO:

- If the retiree is returning to an equivalent or higher level position, the hourly rate cannot exceed 80% of the hourly rate that the employee earned at the time of retirement or Step 1 of the salary range if 80% is less than Step 1.

- For retirees in classifications on a salary range without steps, the employee is to be placed on a step closest to, but not to exceed, 80% of the hourly rate the employee earned at the time of retirement.

- If the retiree is returning to a lower level classification, the hourly rate cannot exceed the midpoint of the salary range of the lower classification.

- The working retiree’s hourly rate shall not increase for the duration of the working retiree’s assignment.

- The working retiree may work for not more than nine hundred sixty (960) hours in any one fiscal year. If the maximum hours are exceeded, the position will be deleted and the working retiree will be separated. A working retiree who is separated under this circumstance will not be eligible for reemployment as a working retiree.

- The working retiree shall acquire no service credit or additional retirement rights with respect to the reemployment unless the retiree is formally reinstated from retirement as an active employee.

- Employment as a working retiree is at the pleasure of the County of Orange and the working retiree may be released at any time, for any reason.

- The retired person must certify in writing to the County that he or she did not, during the 12-month period preceding the reemployment date, receive unemployment insurance arising from prior employment with the County or any other public employer.

- The approved request shall be scanned into the employee’s “Sign-ups and Salary Records” file in the electronic employment file.
The table below describes the process for requesting and approving the filling of an existing position with a Working Retiree or to request an annual or bi-annual extension for an existing Working Retiree.

<table>
<thead>
<tr>
<th>Stage</th>
<th>Who</th>
<th>Does What</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Department</td>
<td>Completes Request for Working Retiree Form, obtains required departmental approvals, and forwards to Human Resource Services (HRS).</td>
</tr>
<tr>
<td>2</td>
<td>HRS</td>
<td>Reviews the Request for Working Retiree Form for consistency with policy/MOU including proper classification and pay and forwards approved request to CEO Budget.  Denied requests will be sent back to the Department.</td>
</tr>
<tr>
<td>3</td>
<td>CEO Budget</td>
<td>Reviews Request for Working Retiree Form for consistency with budget and process, approves or denies the request and returns it to the Department.</td>
</tr>
</tbody>
</table>
| 4     | Department    | Scans the approved Request for Working Retiree Form and attaches the form to the REHRW action.  
Note: The documents will proceed through workflow, be processed with the transaction through the nightly batch cycle, and permanently retained in OnBase. |

Steve Dahley, Human Resource Director

Date: 2/24/13
Revision to ASR and/or Attachments

Date: 2/20/20
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer
Re: ASR Control #: N/A, Meeting Date 2/25/20, Item No. # S16D
Subject: Approve Amendment Number 1 to 2020 Census Outreach Agreement

Explanation:

In Recommended Action #2, the wrong title was proved for the County Executive Officer.

☐ Revised Recommended Action(s)

2. Authorize acceptance of additional funding from the California Complete Count - Census 2020 office pursuant to Amendment Number 1 and authorize County Chief Executive Officer or designee, to sign the Opt-in Letter as required by the California Complete Count - Census 2020 office for acceptance of additional funding.

☐ Make modifications to the:

☐ Subject  ☐ Background Information  ☐ Summary  ☐ Financial Impact

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))
February 19, 2020

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 February 25, 2020, Board Hearing.

Agency: County Executive Office
Subject: Approve Amendment Number 1 to 2020 Census Outreach Agreement
Districts: All Districts

Reason for supplemental: This item needs to be heard as soon as possible because these funds for the Census Outreach Agreement need to be expended during the self-response period between now and the end of April 2020. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: [Signature]
Michelle Steel, Chairwoman of the Board of Supervisors

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

MEETING DATE: 2/25/2020
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: 

DEPARTMENT CONTACT PERSON(S): Saul Viramontes (714) 834-4755
Jessica Witt (714) 834-7250

SUBJECT: Approve Amendment Number 1 to 2020 Census Outreach Agreement

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD
Discussion

3 Votes Board Majority

Budgeted: N/A
Current Year Cost: N/A
Annual Cost: N/A

Staffing Impact: No
# of Positions: 

Current Fiscal Year Revenue: $471,216
Funding Source: State: 100% (Census 2020 Office)

Sole Source: N/A
County Audit in last 3 years No

Prior Board Action: 12/17/2019 #S32B, 11/05/2019 #19, 05/21/2019 #S74B, 02/26/2019 #S45A

RECOMMENDED ACTION(S)

1. Authorize the County Executive Officer or designee, to execute Amendment Number 1 to Outreach Agreement CCC-18-20024, with the California Complete Count - Census 2020 office, effective March 1, 2020, through December 31, 2020, increasing the total agreement amount by $471,216, for a cumulative total of $2,026,735.

2. Authorize acceptance of additional funding from the California Complete Count - Census 2020 office pursuant to Amendment Number 1 and authorize Chief Executive Officer or designee, to sign the Opt-in Letter as required by the California Complete Count - Census 2020 office for acceptance of additional funding.

SUMMARY:
Approval of Amendment Number 1 to the Outreach Agreement with the California Complete Count - Census 2020 office will enhance the County of Orange’s existing efforts in ensuring a complete count through partnership, coordination and funding.

BACKGROUND INFORMATION:
The County of Orange entered into an agreement with the California Complete Count - Census 2020 Office (CCC Office) to provide outreach and education for the 2020 Census to Hard-to-Count (HTC) communities and populations. HTC communities and populations are those who have been identified by the U.S. Census Bureau as least likely to participate in the 2020 Census, including young children, highly mobile persons, racial and ethnic minorities, non-English speakers, low income persons, persons experiencing homelessness, undocumented immigrants, persons who distrust the government, LGBTQ persons, persons with mental or physical disabilities, and persons who do not live in traditional housing. In accordance with the County’s agreement with the CCC Office, the following steps have been taken to ensure a complete count in Orange County:

- On October 30, 2018, the Board of Supervisors (Board) adopted a resolution reflecting the County’s participation in the 2020 California Complete Count census effort. Additionally, the Board authorized the 2020 Census Planning Ad Hoc Committee (Ad Hoc) and instructed the Ad Hoc to bring back for final selection and approval by the Board a list of membership stakeholders for the Orange County Complete Count Committee (OCCC).
- On January 29, 2019, the Board authorized the County Executive Officer to enter into the 2020 Census Outreach Agreement with the CCC Office.
- On February 26, 2019, the Board authorized the proposed structure and membership of the OCCC. On April 16, 2019, the OCCC convened and has participated in subcommittees since.
- On May 21, 2019, the Board approved the 2020 Census County of Orange Strategic Plan.
- On November 5, 2019, the Board approved the 2020 Census County of Orange Implementation Plan.
- On December 17, 2019, the Board approved the 2020 Census Outreach and Education contractors for canvassing and census education efforts as well as a 10 percent contingency option to those agreement.

The CCC Office notified the County that they intend to make an additional funding allocation to Region 9 – Orange County. The state plans to allocate $507,732, split evenly to the County and the Administrative Community Based Organization in Region 9, Charitable Ventures of Orange County, with each receiving $253,866. The state is also making an additional allocation of $217,350 to the County for printing and other outreach material needs for a total allocation of $471,216. This contract includes subcontractors. See Attachment C for information regarding subcontractors and Contract Summary Form.

These funds need to be expended during the Census self-response period which ends April 30, 2020. Due to the short timeframe, the County plans to exercise the previously approved 10 percent contingency with our existing contractors as well as execute sole source agreements, under the County Executive Officer’s authority, to the City of Santa Ana ($50,000) and Santa Ana Unified School District ($62,500) per direction from the Ad-Hoc. The remaining funds will be used to provide additional in-language support to Questionnaire Assistance Centers/Kiosks as well as contingency funds for rapid deployment resources during the self-response period.
The First Amended Outreach Agreement also includes an amended Additional Responsibilities and Requirements, new background check requirements for those who will have regular direct contact with minors, agreements to protect confidential and sensitive information, a non-disclosure certification form, agreements related to equipment purchases made with state funds, and sample volunteer waiver and release forms, as indicated in Attachment B hereto. The Additional Responsibilities and Requirements augment the original funding allocation awarded to the County to support five additional funding priorities including the printing of census and collateral materials in languages that support the hardest to count communities, providing in language support, executing Census outreach activities in tracks where there are currently no activities planned, bolstering existing efforts in the hardest to count tracks, and establishing a contingency fund for rapid deployment of resources during the self-response period.

FINANCIAL IMPACT:
Revenue for this Agreement will be included in Budget Control 017 FY 2019-20 Budget.

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A – Opt In-out Letter from the California Complete Count Office
Attachment B – Agreement # CCC-18-20024 Amendment Number 1
Attachment C – Contract Summary Form
February 11, 2020

Saul Viramontes
Orange County
333 W Santa Ana Blvd., Suite 465
Santa Ana, CA 92702

Dear Partner,

The Implementation Plan your organization submitted to the California Complete Count – Census 2020 Office was recently approved. During the review of the Implementation Plan, our office identified areas of your outreach strategies that we would like to consider for further support.

Our efforts over the next few months will focus on collaboration among all Census outreach partners to maximize resources and prioritize outreach activities to hardest to count Californians. Towards this effort, we are prepared to provide your organization additional funding in the amount of $471,216.

The additional funding is provided to support the following funding priorities:

1. Printing of census collateral materials in languages that support the hardest to count demographics and local outreach strategies approved in your Implementation Plan.
2. Providing in-language support at Questionnaire Assistance Centers and other outreach activities focused on motivating hardest to count communities to complete the census questionnaire. This focus should take into consideration Language and Communication Access Plan requirements (LACAP).
3. Executing census outreach activities in tracks (HTC 57+) where there are currently no activities planned. Refer to Implementation Plan and SwORD database for identification of these tracks.
4. Bolstering existing efforts in hardest to count census tracks to amplify the campaign’s call to action of completing the census questionnaire online.

Establishing a contingency fund for rapid deployment of resources during the self-response period, including but not limited to establishing Questionnaire Assistance Centers and expanded hours, canvassing, phone banking, and other census outreach activities that may be easily adjusted to focus on tracks that are below expected response rates.

Further, you will also be required to update the activities related to the additional funding into the SwORD monitoring and reporting tool.
If you agree to receive and use the additional funding in support of the above-listed funding priorities, you must submit this acceptance letter by *February 14, 2020.

*Recognizing more time may be necessary to accommodate county’s procedures

Signature of Authorized Representative
Or his/her Designee

Date

Print Name

Title

☐ No thank you, we respectfully decline the additional funding for the Census 2020 outreach effort.

Signature of Authorized Representative
Or his/her Designee

Date
1. This Agreement is entered into between the State Agency and the Contractor named below:

**STATE AGENCY NAME**
Government Operations Agency – California Complete Count - Census 2020

**CONTRACTOR NAME**
Orange County

The term of this Agreement is:

**START DATE**
March 1, 2019 (or upon execution, whichever occurs later)

**THROUGH END DATE**
December 31, 2020

2. The maximum amount of this Agreement after this Amendment is: $2,026,735.00  (Amendment adds $471,216.00.)

Two Million Twenty Six Thousand Seven Hundred Thirty Five Dollars and Zero Cents.

3. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This agreement amends the original agreement with revisions to Exhibit A, Exhibit B, and Exhibit D. Revisions are outlined on page 1 of the attached 29 pages, titled Amendment 1.

B. This agreement adds the following exhibits:
   - Exhibit A, Attachment A – 1, Additional Responsibilities and Requirements Certification
   - Exhibit D, Attachment D – 1, Protection of Confidential and Sensitive Information
   - Exhibit D, Attachment D – 2, Non-Disclosure Certificate
   - Exhibit D, Attachment D – 3 – Volunteer Release and Waiver of Liability
   - Exhibit E – Equipment Purchases

C. This agreement adds $471,216.00 to the contract. The total amount of the contract will not exceed $2,026,735.00

   All other terms and conditions shall remain the same.

**INWITNESSHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

**CONTRACTOR NAME** (if other than an individual, state whether a corporation, partnership, etc.)
Orange County

**CONTRACTOR BUSINESS ADDRESS**
333 W Santa Ana Blvd, Ste 465

**CITY**
Santa Ana

**STATE**
CA

**ZIP**
92702

**PRINTED NAME OF PERSON SIGNING**
Frank Kim

**TITLE**
County Executive Officer

**CONTRACTOR AUTHORIZED SIGNATURE**

**DATE SIGNED**

**STATE OF CALIFORNIA**

**CONTRACTING AGENCY NAME**
Government Operations Agency – California Complete Count – Census 2020

**CONTRACTING AGENCY ADDRESS**
400 R Street, Suite 359

**CITY**
Sacramento

**STATE**
CA

**ZIP**
95811

**PRINTED NAME OF PERSON SIGNING**
Sara Murillo

**TITLE**
Assistant Director of Administration

**CONTRACTING AGENCY AUTHORIZED SIGNATURE**

**DATE SIGNED**

**CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL**

**EXEMPTION (If Applicable)**
Public Contract Code Division 2, Part 2, Chapter 11, Section 19150

Page 1 of 30
**AMENDMENT 1**

All changes made to this Agreement are highlighted in red font. All other terms and conditions shall remain the same. All changes stated in this amendment supersede any previous language stated in the original agreement.

Amendment Summary:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Modified language in Exhibit A - Statement of Work pages</td>
</tr>
<tr>
<td>2.</td>
<td>Added Exhibit A, Attachment A – 1, Additional Responsibilities and Requirements Certification</td>
</tr>
<tr>
<td>4.</td>
<td>Modified language in Exhibit D - Special Terms and Conditions</td>
</tr>
<tr>
<td>5.</td>
<td>Added Exhibit D, Attachment D – 1, Protection of Confidential and Sensitive Information.</td>
</tr>
<tr>
<td>6.</td>
<td>Added Exhibit D, Attachment D – 2, Non-Disclosure Certificate</td>
</tr>
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<td>7.</td>
<td>Added Exhibit D, Attachment D – 3, Volunteers Release and Waiver of Liability</td>
</tr>
<tr>
<td>8.</td>
<td>Added Exhibit E, Equipment Purchases</td>
</tr>
</tbody>
</table>
EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK (SOW)
Orange County, herein called (Contractor) is entering into this agreement with the California Complete Count Census 2020 (CCC Office), hereinafter referred to as “State or CCC Office” to provide marketing and outreach services on behalf of the State as described herein. Additional Contractor responsibilities and requirements are outlined in Exhibit A, Attachment A -1.

1. BACKGROUND
The California Complete Count Census 2020 effort is a statewide outreach and awareness campaign designed to ensure an accurate and complete count of all Californians in the upcoming 2020 United States Census. The 2020 Census is the decennial census, mandated by Article 1, Section 2 of the United States Constitution. The results are used to allocate Congressional seats, electoral votes, and government program funding to state and local governments. Just based on the funding component, a census that undercounts Californians could cost the state billions of dollars. For every Californian missed during the Census 2020 count, the State is expected to lose approximately $1,950 per person, per year, for 10 years, in federal program funding.

In preparation for the 2020 census, Governor Brown issued an Executive Order (B-49-18) describing California’s Census 2020 initiative. The Executive Order established a California Complete Count Committee to develop, recommend, and assist in the administration of a census outreach strategy to encourage full participation in the 2020 Census. The California Complete Count outreach strategy is funded by a Budget Bill, which allocated $90.3 million in the state budget for efforts related to the upcoming 2020 Census. The State has authorized $26.5 million of those funds to be directed towards county-based outreach efforts.

2. PURPOSE
The State’s 2020 Complete Count Census outreach campaign will focus on both the geographic areas and demographic populations who are “least likely to respond”. These areas and populations are commonly referred to as “hard-to-count (HTC).” The terms “least likely to respond” and “HTC” are often used interchangeably.

This program aims to address the following goals:
Increase awareness and knowledge about the 2020 Census in HTC communities and populations;
Deliver focused messages via trusted messengers in trusted environments about the 2020 Census process to HTC areas and populations concentrated in Census tracts that are lease likely to respond.
Ensure that all outreach, messaging and publicity is culturally relevant and linguistically appropriate;
Support the California Complete Count statewide community outreach and media relations efforts through a strategy that is focused, timely, cost-effective and tailored to addressing barriers that prevent HTC communities and populations from completing and returning their forms;
Complement as well as add value to the outreach, messaging and advertising provided by the U.S. Census Bureau;
Work collaboratively with a network of community-based organizations, other local governments and others across sectors; and

The ultimate goal is to ensure that HTC/least likely to respond communities and populations in California are accurately counted in the 2020 Census, thereby achieving the highest self-response rate possible for California.

3. **OBJECTIVES**

The local county office (herein called Contractor) will collaborate and work with other contracted community-based organizations (CBOs) and State media contractor(s) to inform the general public of the importance of completing the census questionnaire. The goal is to avoid duplication, identify outreach gaps and fill them accordingly. Contractor will implement outreach to encourage full participation and avoid an undercount as stated in the Governor’s Executive Order B-49-18.

A. **THE STATE’S OUTREACH OBJECTIVES ARE:**

1. To further promote awareness about the census, the process, its pre-notice advisory, the questionnaire and the key deadlines.

2. To publicize locations where the public may receive information regarding the census in their native language and assistance completing the census questionnaire. Locations may include neighborhood Questionnaire Assistance Centers (QACs), Questionnaire Action Kiosks (QAKs), and other venues. A QAC can be established at a public venue such as a library, school, or post office staffed with knowledgeable personnel that can assist the public with completing the census questionnaire, and answer questions related to the Census 2020.

3. To motivate all Californians to complete and return their questionnaires by explaining in ways that are relevant to them what the census means to California, and when possible, to their counties and cities.

4. To focus funding and efforts in geographic areas and demographic populations who are least likely to respond including, but not limited to:

   - Latinos
   - African-Americans
   - Native Americans and Tribal Communities
   - Asian-Americans & Pacific Islanders (API)
   - Middle-Eastern North Africans (MENA)
   - Immigrants and Refugees
   - Farm-workers
   - People with Disabilities
   - Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
   - Seniors/Older Adults
   - Homeless Individuals and Families
   - Children Ages 0-5
   - Veterans
   - Areas with low broadband subscription rates and limited or no access
   - Households with limited English proficiency
B. THE CONTRACTOR SHALL ACHIEVE THE FOLLOWING OBJECTIVES:

EDUCATE

1. Inform the public about the census process, purpose and timeline.

2. Inform the public of the importance of the census. The State will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services based on the census numbers. The federal government also uses census data to determine how to apportion the House of Representatives seats among states.

3. Inform the public that the census data is confidential. No one except sworn U.S. Census Bureau (“Census Bureau”) employees can see the complete census questionnaire forms or link names to responses. The Census Bureau requires that any individuals with access to census materials adhere to strict confidentiality and security guidelines. The law, Section 214 of Title 13, “Wrongful Disclosure of Information,” sets forth severe penalties applicable to federal government officials and local government census liaisons if they misuse information they receive from the census responses. These penalties include fines up to $5,000, 5 years in prison, or both. The Census Bureau’s dedication to confidentiality plays an important role in everything it does. All employees must pass a security and employment reference check, swear they are not employed as tax collectors or assessors or law enforcement officials and establish they have no felony convictions as adults. The Census Bureau employs a host of safeguards, such as electronic barriers and secure telephone lines, to block outside access to any confidential information in Census Bureau computers.

4. Identify areas and populations within Contractor’s local jurisdiction that are least likely to respond, as identified in Task 1.2.

5. To establish, manage, and announce locations where the public may receive information regarding the census in their native language and assistance completing the census questionnaire. Locations may include neighborhood QAC’s and QAK’s.

MOTIVATE

6. Eliminate the fear of completing the census questionnaire. Instill trust that the government will not use this data in a negative way. No one outside the Census Bureau can ever be given any information to link names to addresses on the census questionnaire. Not even the President of the United States is permitted to look at individual census records.

7. Utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.

8. Establish comfortable environment(s) and settings early on and leading to the Census 2020 to encourage the public to participate in the census, following the education phase. Continue to educate and inform on the importance of the census as a motivator.

9. Where possible, Contractor should assess messaging efforts, outreach and tools.
**ACTIVATE**

10. Engage trusted messengers in trusted environments to help the public participate in the census.

11. Conduct and participate in community gatherings and other forums to rally the public to participate in the census.

12. Collaborate with other stakeholders and across sectors to activate the public to participate in the census process by filling out the census questionnaire.

**4. STRATEGIC OUTREACH DEVELOPMENT AND IMPLEMENTATION**

Contractor shall design and implement a multi-faceted, multi-channel, multi-lingual cohesive strategic outreach plan to reach all census audiences in California. The overarching strategic plan should address broad census goals and objectives and specific outreach strategies, as well as integrate with other outreach efforts. The plan shall be submitted to the CCC Office as described in Task 1.

**5. RESPONSIBILITIES & REQUIREMENTS**

The board resolution, order, motion, ordinance or similar document shall be approved by the State before the parties can enter into a valid contract. The Contractor shall not perform any tasks prior to contract execution. A list of all tasks and deliverables are set forth below.

<table>
<thead>
<tr>
<th>Administrative Requirement - Board Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each county is required to have a Board legally binding resolution, order, motions or ordinance or similar document from the local governing body authorizing execution of the agreement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 1 -- Strategic Plan</th>
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<tbody>
<tr>
<td>Within sixty (60) days of entering into contract, the Contractor must provide the State with the Contractor’s Strategic Plan, which shall address subtasks 1.1 through 1.11. The CCC Office must approve (in writing) the Strategic Plan.</td>
</tr>
</tbody>
</table>

| 1.1 Outreach Plan – Contractor shall provide a plan that includes a local, grassroots approach to reaching the least likely to respond with specific strategies, tactics and timeline(s), as well as description of specific collaboration(s), partnership(s), and leveraging of resources to achieve the highest self-response rate on the census 2020 questionnaire. Further components are listed below: |

| 1.2 Approach -- Contractor shall describe its approach to outreach, including: |
| • Identification of least likely to respond areas and populations vis-a-vis census tracts within the local jurisdiction. |
| • Describe research methodology used to identify HTC/least likely to respond populations, barriers, challenges and opportunities for outreach. |

| 1.3 Partnership Coordination -- Contractor shall provide a plan showing its integrated and coordinated approach working with the US Census Bureau, the CCC Office, cities, schools, CBOs, and other civil society organizations to avoid duplication and to identify methodology to address gaps. |
1.4 **Resources and Infrastructure** -- Contractor shall provide a primary designee who has geographic information systems (GIS) knowledge that will interface with the Statewide Outreach and Rapid Deployment (SwORD) mapping portal. Contractor shall also provide a plan for establishing, managing, and announcing QACs and/or QAKs which should include locations and resources. Contractor shall work with their assigned State RPM to activate a reasonable number of QACs/QAKs within their local jurisdiction.

1.5 Contractor shall provide geospatial data or mapping of the following:
- County HTC/least likely to respond areas
- County resources/office to be leveraged in outreach to the HTC/least likely to respond
- Potential partners including CBOs and any other partners across various sectors

1.6 **Language Access Plan** – California has over 200 non-English languages spoken across the state. Contractor shall provide a plan that includes strategies, tactics and resources, including partnerships, to address language access in the local jurisdiction.

1.7 **Local Complete Count Committee (LCCC)** -- Structure of the county’s LCCC and organization chart, if available.

1.8 **Workforce Development** -- Plan describing how the county may assist the U.S. Census Bureau with local hiring of census enumerators and other personnel. Based on previous census efforts, it is known that hiring locally for these critical jobs is an important factor in establishing trusted messengers that may impact the enumeration positively.

1.9 **Budget** -- Contractor shall provide a budget proposal of the County’s allocated funding provided by the State including, but not limited to:
- Administrative costs (not to exceed 10% of total allocation)
- Outreach (e.g. events, meetings, materials, etc.)
- Media

1.10 **Timeline of activities** during the term of this contract.

1.11 Contractor to describe its plan to measure results throughout the contract such as:
- Accountability Measures
- Data to be collected – Type and Quantity
- Evaluation Methodology/Approach
### Task 2 - Monthly Meetings

2.0 Immediately upon contract execution, the Contractor shall participate in monthly in-person meetings or phone calls with the area’s assigned State Regional Program Manager (RPM) to discuss operations and provide updates of the strategic plan and progress. The monthly meetings shall continue through September 30, 2020. The Contractor shall be responsible for scheduling monthly meetings with the RPM.

### Task 3 - Quarterly Written Reports

3.0 Immediately upon contract execution or starting April 1, 2019, whichever comes later, the Contractor shall provide two written quarterly reports to the assigned RPM, with the first due April 1, 2019 and the second due July 1, 2019. The quarterly written reports must include:

- Information for SwORD data uploads, upon request by the RPM
- Language access plan updates
- Calendar and event updates
- Budget Update
- Other criteria to be determined by the RPM (e.g. Activity Summary, Deliverable Status, Concerns/Issues)

### Task 4 - Implementation Plan

4.0 An Implementation Plan is due by October 30, 2019. The Implementation Plan shall include:

- Overview of outreach and marketing/communications
- List of subcontractors, including address, audience reached
- Non-Response Follow-Up (NRFU) Period Plans and Activities, specifically during the May- August 2020 timeframe
- Update on Task 1.11

### Task 4.5 – Additional Funding Priorities for Outreach

4.5 See Exhibit A, Attachment A-1

### Task 5 - Final Report

5.0 A final report is due on September 30, 2020. At a minimum, the final report shall include:

- Local response outcome including specific self-response rate
- Overview of NRFU activities
- Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign
- Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California
- Evaluations, criteria used and further recommendations for 2030
### 6. PROJECT REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT

<table>
<thead>
<tr>
<th>State (Regional Program Manager):</th>
<th>Contractor: County</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Sara Pol-Lim</td>
<td><strong>Name:</strong> Saul Viramontes</td>
</tr>
<tr>
<td><strong>Telephone Number:</strong> (916) 210-9357</td>
<td><strong>Telephone Number:</strong> (714) 834-4755</td>
</tr>
<tr>
<td><strong>Address:</strong> 400 R Street, Suite 359 Sacramento, CA 95811</td>
<td><strong>Address:</strong> 333 W Santa Ana Blvd, Ste 465 Santa Ana, CA 92702</td>
</tr>
<tr>
<td><strong>E-mail address:</strong> <a href="mailto:sara.pol-lim@census.ca.gov">sara.pol-lim@census.ca.gov</a></td>
<td><strong>E-mail address:</strong> <a href="mailto:saul.viramontes@ocgov.com">saul.viramontes@ocgov.com</a></td>
</tr>
</tbody>
</table>

Direct all financial and administrative inquiries to:

<table>
<thead>
<tr>
<th>State:</th>
<th>Contractor: County</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Sara Murillo, Assistant Director of Administration</td>
<td><strong>Name:</strong> Saul Viramontes</td>
</tr>
<tr>
<td><strong>Telephone Number:</strong> (916) 852-2020</td>
<td><strong>Telephone Number:</strong> (714) 834-4755</td>
</tr>
<tr>
<td><strong>Address:</strong> 400 R Street, Suite 359 Sacramento, CA 95811</td>
<td><strong>Address:</strong> 333 W Santa Ana Blvd, Ste 465 Santa Ana, CA 92702</td>
</tr>
<tr>
<td><strong>E-mail address:</strong> <a href="mailto:sara.murillo@census.ca.gov">sara.murillo@census.ca.gov</a></td>
<td><strong>E-mail address:</strong> <a href="mailto:saul.viramontes@ocgov.com">saul.viramontes@ocgov.com</a></td>
</tr>
</tbody>
</table>
7. **DELIVERABLE SCHEDULE**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Payment Amount</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Board Resolution (Upon contract execution)</td>
<td>10% of Total Contract Amount, less 10% withhold</td>
<td>Upon Receipt by the State</td>
</tr>
<tr>
<td>2 Strategic Plan</td>
<td>35% of Total Contract Amount, less 10% withhold</td>
<td>Upon State Approval</td>
</tr>
<tr>
<td>3 First Quarterly Report</td>
<td>10% of Total Contract Amount, less 10% withhold</td>
<td>April 1, 2019</td>
</tr>
<tr>
<td>4 Second Quarterly Report</td>
<td>10% of Total Contract Amount, less 10% withhold</td>
<td>July 1, 2019</td>
</tr>
<tr>
<td>5 Third Quarterly Report</td>
<td>25% of Total Contract Amount, less 10% withhold</td>
<td>September October 30, 2019</td>
</tr>
<tr>
<td>Implementation Plan (January 2020-July 2020)</td>
<td></td>
<td></td>
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<tr>
<td>6 Completion / Results of Outreach Implementation of Outreach (Final plans for Census week of outreach events)</td>
<td>Release of Withhold</td>
<td>February January 15, 2020</td>
</tr>
<tr>
<td>7 Opt-In Letter</td>
<td>100% of Augmented Funding</td>
<td>Upon receipt of Opt In Letter</td>
</tr>
<tr>
<td>8 NRFU Plan</td>
<td>5% NRFU Plan</td>
<td>April 15, 2020</td>
</tr>
<tr>
<td>9 Final Report</td>
<td>5% of Total Contract Amount</td>
<td>September 30, 2020</td>
</tr>
</tbody>
</table>

8. **DOCUMENTS AND DELIVERY**

1. **Document Format**
   a. All documents shall be provided in a format compatible with the State Census Office standard applications (currently, Microsoft Office and Adobe). In all cases, the Contractor shall verify application compatibility with the State Contract Manager prior to creation or delivery of any document. Any deviations to these standards shall be approved by the State’s Contract Manager.
   b. The delivery media shall be compatible with the State storage devices. (currently, USB Flash Drives or CD/DVD ROM)
   c. Contractor shall have the capability to collect and store data in formats such as Excel, .csv or others used in geographic information systems.
   d. Internet access is required.
2. Electronic and hard copy submissions:
   a. One (1) electronic copy and two (2) hard copies of all documents are to be submitted to:

   California Complete Count – Census 2020  
   Attn: Contracts Unit  
   Agreement # CCC-18-20024  
   400 R Street, Suite 359  
   Sacramento, CA 95811  
   Contracts@census.ca.gov

9. SUBSTITUTE PERSONNEL

   1. If the Contractor’s assigned representative is unable to perform their duties due to illness, resignation, other factors beyond the Contractor’s control, or upon mutual agreement of the Parties, the Contractor shall make every reasonable effort to provide suitable substitute personnel. If the Contractor is unable to provide a substitute, or if the State does not approve of the substitute, either the Contractor or the State may terminate this Agreement with a 30-day advance written notice.

   2. If the addition or substitution of Contractor personnel does not increase the total cost of the Agreement, no amendment shall be required to make this change(s) to the Agreement.

10. TERM OF AGREEMENT

   This Agreement will commence on the start date as noted on the Standard Agreement, STD 213, or the date approved by the State Census Office, whichever is later, and no work shall begin before that time. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the State Contract Manager. This Agreement shall expire on the date noted on the STD 213.
EXHIBIT A, ATTACHMENT A – 1
ADDITIONAL RESPONSIBILITIES AND REQUIREMENTS

1. The CCC Office is augmenting the original funding allocation awarded to the Contractor to facilitate and support five (5) additional funding priorities. Contractor’s additional responsibilities and requirements are specified below in Table 1. Contractor agrees to perform these additional responsibilities and requirements in exchange for the augmented funding authorized.

Table 1:

<table>
<thead>
<tr>
<th>Contractor’s Additional Responsibilities and Requirements:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor will use augmented funding to support the following five (5) funding priorities:</td>
</tr>
<tr>
<td>A. Printing of census collateral materials in languages that support the hardest to count demographics and local outreach strategies approved in your Implementation Plan.</td>
</tr>
<tr>
<td>B. Providing in-language support at Questionnaire Assistance Centers and other outreach activities focused on motivating hardest to count communities to complete the census questionnaire. This focus should take into consideration Language and Communication Access Plan requirements (LACAP).</td>
</tr>
<tr>
<td>C. Executing Census outreach activities in tracks (HTC 57+) where there are currently no activities planned. Refer to Implementation Plan and SwORD database for identification of these tracks.</td>
</tr>
<tr>
<td>D. Bolstering existing efforts in hardest to count census tracks to amplify the campaign’s call to action of completing the census questionnaire online.</td>
</tr>
<tr>
<td>E. Establishing a contingency fund for rapid deployment of resources during the self-response period, including but not limited to establishing Questionnaire Assistance Centers and expanded hours, canvassing, phone banking, and other census outreach activities that may be easily adjusted to focus on tracks that are below expected response rates.</td>
</tr>
</tbody>
</table>

2. Contractor is required to update the activities related to additional funding into the SwORD monitoring and reporting tool.

3. Contractor agrees to the following administrative requirements:
   - The Contractor shall cooperate with and take direction from the CCC Office and assigned State RPM, which has final oversight over all outreach activities.
   - All work and services shall be performed in good faith using reasonable care, skill and diligence necessary to achieve an accurate and complete count.
   - The RPM reserves the authority to change or redirect the budget and outreach plan during the implementation and planning phases of the contract as needed.
   - The Contractor shall coordinate and cooperate with other contracted entities, including counties, media contractors, and other CBOs.

Augmented Funding: $471,216.00
1. **INVOICING AND PAYMENT**

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate Contractor for actual expenditures in accordance with the rates/costs specified herein.

**BREAKDOWN OF PAYMENT**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Payment Percentage</th>
<th>Invoice Amount</th>
<th>Actual Payment (Less Withhold)</th>
<th>Payment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Board Resolution**</td>
<td>10%</td>
<td>$155,551.90</td>
<td>$139,996.71</td>
<td>Upon Receipt</td>
</tr>
<tr>
<td>2 Strategic Plan**</td>
<td>35%</td>
<td>$544,431.65</td>
<td>$489,888.49</td>
<td>Upon State Approval</td>
</tr>
<tr>
<td>3 Quarterly Report**</td>
<td>10%</td>
<td>$155,551.90</td>
<td>$139,996.71</td>
<td>April 1, 2019</td>
</tr>
<tr>
<td>4 Quarterly Report**</td>
<td>10%</td>
<td>$155,551.90</td>
<td>$139,996.71</td>
<td>July 1, 2019</td>
</tr>
<tr>
<td>5 Implementation Plan (January 2020- July 2020)**</td>
<td>25%</td>
<td>$388,879.75</td>
<td>$349,991.77</td>
<td>September 30, 2019</td>
</tr>
<tr>
<td>6 Implementation Outreach</td>
<td>Release of Withhold</td>
<td></td>
<td>$139,996.71</td>
<td></td>
</tr>
<tr>
<td>7 Opt in Letter</td>
<td></td>
<td>$471,216.00</td>
<td>$471,216.00</td>
<td></td>
</tr>
<tr>
<td>8 NRFU Plan</td>
<td>5%</td>
<td>$77,775.95</td>
<td>$77,775.95</td>
<td>September 30, 2020</td>
</tr>
<tr>
<td>9 Final Report</td>
<td>5%</td>
<td>$77,775.95</td>
<td>$77,775.95</td>
<td></td>
</tr>
</tbody>
</table>

**Original Total Contract:** $1,555,519.00
**Augmented Funding:** $471,216.00
**New Contract Total:** $2,026,735.00

**Payments shall include a 10% withhold pursuant to Public Contract Code section 10346.**

Contractor will be paid for satisfactorily completing each task through a series of progress payments. Pursuant to California Public Contract Code section 10346 and State Contract Manual Vol. I, Section 7.33, each progress payment will contain a 10% withhold to be paid according to the dates set forth in the table below.

A. In no event shall the Contractor request or be entitled to reimbursement from the State for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.

B. The Contractor shall submit invoices upon receipt of written approval of each deliverable by the assigned Regional Program Manager, in accordance with the payment schedule above. The CCC Office’s acceptance of each deliverable is required before invoicing and payment of deliverables. The CCC Office may not be invoiced for any costs exceeding the maximum amount identified for each specific deliverable. Any invoiced amount in excess of the percentages listed above will not be paid by the CCC Office.
Invoices must include the following:
1) State Agreement number;
2) Invoice number;
3) Invoice date;
4) Invoice total;
5) Contractor’s remittal address;
6) Billing and/or performance period covered by invoice;

C. Invoices shall be submitted physically to the address listed below:
   California Complete Count – Census 2020
   Administration Office
   Agreement # CCC-18-20024
   400 R Street, Suite 359
   Sacramento, CA 95811

2. BUDGET CONTINGENCY
   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement to the Contractor to reflect a reduction in the amount.

3. PROMPT PAYMENT CLAUSE
   Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

4. TIMELY SUBMISSION OF FINAL INVOICE
   A. A final undisputed invoice that is clearly marked “Final Invoice” shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.

   B. If the State disputes the Final Invoice or any item in the Final Invoice, the State shall provide written notice to the Contractor describing the reason or reasons the State disputes the Final Invoice, and the Contractor shall be required to submit a corrected Final Invoice to the State no later than ten (10) calendar days after the date the Contractor received the State’s written notice.

   C. If the Contractor fails to submit a corrected Final Invoice within the time required, or if the Contractor’s corrected Final Invoice fails to correct the disputed item, the State shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.

   D. The State may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, Budget Detail and Payment Provisions Section 5.A above if the Contractor fails to obtain prior written State approval of an alternate Final Invoice submission deadline.
EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC-04/2017)

The General Terms and Conditions are herein incorporated by reference and are available at the Internet site:

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. PERFORMANCE COMMENCEMENT
This Agreement is of no force and effect until signed by both Parties.

2. RIGHT TO TERMINATE
The State reserves the right to terminate this Agreement without cause upon thirty (30) days advance written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the State may terminate the Agreement for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the State’s notification to the Contractor. In the event of such termination, the State may proceed with the work in any manner deemed proper by State and all costs to the State shall be deducted from any sum due to the Contractor under this agreement.

This parties may agree to suspend or cancel the agreement if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

3. AMENDMENTS
Upon mutual consent, CCC Office and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

4. POTENTIAL SUBCONTRACTORS
Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State’s obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. CONTRACTOR STAFF EXPENSES
The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California Complete Count – Census 2020 or the State of California.
6. **COPYRIGHT**  
All rights in copyright works created by the Contractor or any of its subcontractors in the performance of work under this contract are the property of the State.

7. **INSURANCE REQUIREMENTS**

   **A. General Provisions Applying to All Policies**

   1) **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

   2) **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

   3) **Deductible** – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.

   4) **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

   5) **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

   6) **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

   7) **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor and/or Permittee’s obligations under the contract.

   8) **Satisfying a SIR** – All insurance policies required by this contract/permit must allow the State to pay and/or act as the Contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion.

   9) **Available Coverages/Limits** – All coverage and limits available to the Contractor shall also be available and applicable to the State.

   10) **Subcontractors** – In the case of Contractor and/or Permittee’s utilization of subcontractors to complete the contracted scope of work, Contractor and/or Permittee shall include all subcontractors as insureds under Contractor and/or Permittee’s insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.
11) **Volunteers** - In the case of Contractor and/or Permittee’s utilization of Volunteers to complete the contracted scope of work, Contractor and/or Permittee shall take reasonable steps necessary to extend insurance coverage for volunteers who are performing 2020 census outreach services. Coverage limits must be per occurrence as set forth herein for commercial general liability, auto, and worker’s compensation. If the Contractor’s insurance plan does not extend Workers’ Compensation Insurance and Automobile Liability Insurance Coverage to volunteers and it would be unreasonable or a hardship for the Contractor to obtain coverage, the Contractor shall require all volunteers to complete a Release and Waiver of Liability (see attachment A).

**B. Insurance Requirements:** The Contractor shall furnish to the State evidence of the following required insurance:

1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than one-million dollars ($1,000,000.00) per occurrence and two-million dollars ($2,000,000.00) aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Contract. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor’s limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

   The policy must include the following additional insured designation and endorsement:

   “**California Complete Count – Census 2020, State of California, its officers, agents, and employees are included as additional insureds, but only with respect to work performed under this contract.**”

   The endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

3) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who shall be engaged in the performance of the Contract. Employer’s liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the workers’ compensation policy shall contain a waiver of subrogation in favor of the State (Census). A waiver of subrogation in favor of the State of California shall be provided.
4) Professional Liability Contractors shall maintain errors and omissions/professional liability insurance with limits no less than $1,000,000 each occurrence and $3,000,000 annual aggregate covering any damages caused by negligent error, act, or omission. The policy’s retroactive date shall be shown on the certificate of insurance and shall be no later than the date of this contract or the date work under this contract begins. Contractor is responsible for maintaining continuous coverage for up to three (3) years after the notice of completion of the contract.

Subsequent renewals of the insurance certificate shall be sent to CCC Office, c/o Census, Attn: Sara Murillo, 400 R Street, Suite 359, Sacramento, California 95811. This name and address shall appear on the certificate as the certificate holder.

8. PERMITS AND LICENSES
The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

9. POLITICAL REFORM ACT
The contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political reform Act, Exhibit D, Attachment 2. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission form 700) upon assuming office, annually, and within 30 days after leaving office.

9. SETTLEMENT OF DISPUTES
In the event of a dispute, the Contractor shall file a written dispute notice with the State Contract Manager within ten (10) State business days after discovery of the problem. Pending resolution of any dispute, the Parties shall continue to perform under this Agreement, and Contractor shall diligently continue all work and comply with all of the State Contract Manager’s orders and directions.

A. The written dispute notice shall contain the following information:
   1) The decision under dispute;
   2) The reason(s) the Contractor believes the decision in dispute to have been in error (if applicable, reference pertinent Agreement provisions);
   3) Identification of all documents and substance of all oral communications that support the Contractor’s position; and
   4) The dollar amount in dispute, if applicable.

B. Upon receipt of the written dispute notice, the State Contract Manager will examine the matter and issue a written decision to the Contractor within ten (10) State business days. The decision shall contain the following information:
   1) A description of the dispute;
   2) A reference to pertinent Agreement provisions, if applicable;
   3) A statement of the factual areas of the agreement or disagreement; and
   4) A statement of the representative’s decision with supporting rationale.
C. The decision of the State Contract Manager shall be final unless, within thirty (30) calendar days from the date of the receipt of the State Project Director’s decision, the Contractor files with the State a notice of appeal addressed to:

California Complete Count Census 2020
Attn: Director
400 R Street, Suite 359
Sacramento, CA 95811

The decision of the Director or the Director’s designee shall be final.

10. ENTIRE AGREEMENT
This Agreement (including the Exhibits and documents incorporated into this Agreement by reference) is the complete and exclusive statement of the Agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior contracts or prior representations, oral or written, between the Parties relating to the subject matter of this Agreement.

11. INCOMPATIBLE ACTIVITIES & STATEMENT OF ECONOMIC INTEREST FORM 700

A. The County Employee is subject to the following incompatible activities provision of Government Code section 1126 during the term of this Agreement:

“(a) Except as provided in Section 1128 and 1129, a local agency officer or employee shall not engage in any employment activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency to which he or she is employed. The officer or employee shall not perform any work, service or counsel for compensation outside his or her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b).”

B. Any employment or other arrangement for compensated services by a county employee performing services pursuant to this agreement with a community-based organization or media service during the performance of this contract, shall be deemed an incompatible activity within the meaning of Government Code section 1126, subdivision (a), and is prohibited during the term of this Agreement.

C. The Contractor staff is subject to the State’s conflict of interest laws, and as such will be required to complete the Statement of Economic Interests, Form 700, prior to performing any work under this Agreement, on an annual basis thereafter, and within 30 days of leaving office: http://www.fppc.ca.gov/Form700.html. In addition, upon Agreement award and every two (2) years thereafter, Contractor staff shall complete the State’s online Ethics Training Course, as maintained by the California Office of the Attorney General, and submit the certificate of completion to the State Project Director or designee.
11. **DATA SECURITY**
Contractor will be required to sign a data security policy prior to uploading any data and/or documents into SwORD. Contractor shall provide the signed policy to the CCC Office within ten days (10) of receiving the document and request for signature.

12. **PROTECTION OF STATE FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL AND OTHER DATA**
All financial, statistical, personal, technical, and other data and information relating to the State’s operation that are designated confidential by the State and made available to County employee(s) in order to perform under this Agreement, or which become available to County employee(s) in performing under this Agreement, shall be protected by the Contractor and the County employee(s) from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State’s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor and the County employee(s). If the methods and procedures employed by the Contractor and the County employee(s) for the protection of the Contractor’s and County employee(s)’ data and information are deemed by the State to be adequate for the protection of the State’s confidential information, such methods and procedures may be used with the written consent of the State to carry out the intent of this paragraph. The Contractor and the County employee(s) shall not be required under the provisions of this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor or County employee(s)’ possession, is independently developed by the Contractor or the County employees outside the scope of this Agreement or is rightfully obtained from third parties.

This shall apply to all Contractors whose terms with Census require or permit access to Confidential or Sensitive Information in conducting business with Census or performing duties under a Contract with Census. Contractor shall impose all the requirements of this provision on all of its officers, employees, and Affiliates with access to Confidential and/or Sensitive Information in accordance with Exhibit D, Attachment D-1. Also a Nondisclosure Certificate, Exhibit D, Attachment D-2, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to Census prior to being allowed such access.

13. **Background Checks**
For anyone performing part of the Scope of Work for this Agreement (including contractor’s employees, independent contractors, subcontractors or volunteers) who will have regular or direct contact with minors (i.e., going door-to-door, volunteering alongside minors, attending outreach events where minors are present), Contractor must verify that the worker is not on any state or federal sex offender registry. Contractors may access records from the Megan’s Law website (http://www.meganslaw.ca.gov/) to conduct a California state sexual offender registry check. For a national sexual offender registry search, Contractors may access the U.S. Department of Justice’s website (www.nsopr.gov) and/or the Federal Bureau of Investigation’s website (www.fbi.gov/scams-safety/registry).

14. **QAC/QAK ACCESSIBILITY REQUIREMENT**
Contractor shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 (Act), as amended (29 U.S.C. Sec. 794d), and regulations
implementing that act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, which requires Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 7405 codifies Section 508, requiring accessibility of EIT. To the extent that this contract falls within the scope of Government Code Section 7405, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

15. **AMERICANS WITH DISABILITIES ACT**
   Contractor assures the state that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

16. **ANTIDISCRIMINATION**
   As a recipient of State Funds, the CCC Office is required to comply with California Government Code Section 11135, which prohibits discrimination against any person under any program or activity that is funded by the state. Contractor agrees to comply with Section 11135 in performing services for the CCC Office.

17. **LANGUAGE ACCESS**
   Contractor agrees to comply with the CCC Office’s Language and Communication Access Plan (LACAP).
EXHIBIT D, ATTACHMENT D - 1
PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

1. For purposes of this Exhibit, “Contractor” means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Government Operations Agency (“Census”) or the Complete Count Census 2020 Program. (Census 2020) pursuant to a contract, research agreement, or other contractual vehicle (collectively “Contract”). The term “Contractor” also includes Contractor’s officers and employees and Affiliates. For purposes of this Exhibit, the term “Affiliate” means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Contract.

2. This Exhibit shall apply to all Contractors the terms of whose Contracts with Census require or permit access to Confidential or Sensitive Information in conducting business with Census or performing duties under a Contract with Census.

3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.

4. For purposes of this Exhibit, “Non-State Entity” shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.

5. For purposes of this Exhibit, “Confidential Information” means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), including any documents the State deems subject to withholding under California Government Code Section 6254) including any documents the State deems subject to withholding under California Government Code Section 6254), public social services client information described in California Welfare and Institutions code section 10850, and “personal information” about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the “personal information” is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.

6. For purposes of this Exhibit, “Sensitive Information” means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
7. Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

8. Contractors shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.

9. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.

10. Contractor shall notify Census promptly if a security breach involving Confidential or Sensitive Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.

11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.

12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.

13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor’s Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor’s Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to Census) without prior written approval from Census.

14. The deliberative processes, discussions, communications, or any other portion of the negotiations with Contractor regarding this Agreement shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor’s Affiliates, and are not considered a waiver by the State of its rights under California Government Code Section 6254.5. No such information or documentation thereof shall be released, published or made available to any person (except to the CCC Office) without prior approval from the CCC Office.

15. At or before the termination date of the Contract, Contractor shall either

   A. destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or

   B. return all Confidential and Sensitive Information to Census; or
C. if required by law to retain such information beyond the termination date of the contract, provide for Census’ review and approval a written description of

(1) applicable statutory or other retention requirements;
(2) provision for confidential retention in accordance such requirements and the terms of this Exhibit and
(3) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.

16. Contractor agrees that the data owner shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that data custodian shall cooperate fully in such investigations.

17. Contractor’s data custodian shall be responsible for all costs incurred by the data owner due to security incident resulting from the data custodian’s failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the contractor experiences a loss or breach of data, the contractor shall immediately report the loss or breach to the data owner. If the data owner determines that notice to the individuals whose data has been lost or breached is appropriate, the contractor will bear any and all costs associated with the notice or any mitigation selected by the data owner. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

18. Contractor shall cooperate with Census’ Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.

19. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

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EXHIBIT D, ATTACHMENT D - 2

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit D, Attachment 3 of Agreement Number ____, between __________, and the Government Operations Agency or the Complete Count Census 2020 Program. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit D, Attachment 3. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: ____________________________________________________________

Typed Name and Title: ____________________________________________________________

Representing (give name of Contractor/Affiliate):

Orange County

________________________________________________________

Date: ________________

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EXHIBIT D - ATTACHMENT D - 3

VOLUNTEERS RELEASE AND WAIVER OF LIABILITY

In consideration of participating in any volunteer work or activity of ____________________
(hereinafter Contractor Organization), together with its directors, officers, successors, agents and
assigns, the State of California and/or the California Complete Count – Census 2020 Office, its
officers, employees, or agents (collectively referred to as “the State of California”), including any
volunteer work, travel, or other activities (the “Activities”) run, sponsored and/or held by Contractor
Organization or the State of California:

I, __________________________________________ hereby freely, voluntarily and without duress
execute this Release and Waiver of Liability. I understand that the Activities may include, among
other things, attending rallies or events, going door-to-door educating people in Hard-to-Count
communities regarding the importance of the 2020 Census, driving and/or transporting supplies to
and from various locations as necessary by personal automotive vehicle.

RELEASE AND WAIVER. I do hereby release and forever discharge, hold harmless and agree to
indemnify Contractor Organization and the State of California from any and all liability, claims, and
demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise
from my Activities with Contractor Organization and/or the State of California. I understand that this
Release discharges Contractor Organization and the State of California from any liability or claim I
may have against Contractor Organization or the State of California with respect to any bodily injury,
personal injury, illness, mental duress, death or property damage that may result from my Activities
with Contractor Organization and/or the State of California, whether caused by the negligence of
Contractor Organization and/or the State of California, or as a result of my participation in the
Activities. I will indemnify, defend, save and hold Contractor Organization and the State of California
harmless from any loss, liability, damage or cost which may be incurred as the result of such claim. I
understand that Contractor Organization and the State of California do not assume any responsibility
for or obligation to provide financial assistance or other assistance, including but not limited to
medical, health, or disability insurance in the event of injury or illness.

KNOWING AND VOLUNTARY EXECUTION: I acknowledge that I have carefully read and fully
understand the contents and legal ramifications of the Release. I understand this is a legally binding
and enforceable contract and sign it of my own free will. I agree that if any portion of this Release is
found to be void or unenforceable, the remaining portions shall remain in full force and effect.

_______________________________________     ___________________________________
Signature                                      Date

Full Name (Print) __________________________________________

Address __________________________________________________________

Phone Number ____________________________________________________

E-mail ____________________________________________________________

Emergency Contact ___________________________ Phone Number ___________________________

SAMPLE WAIVER FORM
TO BE COMPLETED AND SIGNED BY
CONTRACTOR’S VOLUNTEERS
EXHIBIT E

EQUIPMENT PURCHASES

Equipment, including supplies (pens, pencils, paper, etc.), may be furnished or reimbursed through this agreement if it will be used in the performance of the scope of work of this Agreement, subject to the following restrictions which apply regardless of whether the purchase(s) is made by the Contractor or subcontractors.

1) Definitions:
   a. **Major Equipment**: Major equipment includes any tangible or intangible items that have a normal life expectancy of one year or more and an approximate unit price of **$5,000 or more**. Software and videos are examples of intangible items.
      i. Only items having a per unit price of $5000 are non-expendable (e.g., four identical assets which cost $3000 each, for a $12,000 total, would not meet the definition).
   b. **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by the Census Office or the cost is reimbursed through this Agreement.
   c. **Theft-Sensitive Equipment Costing Less than $5,000**: Theft sensitive equipment costing less than $5,000 is any equipment susceptible to theft, such as computers, laptops, tablets, monitors, mobile phones and related equipment.

2) **Authority to Purchase**. Unless waived or otherwise stipulated in writing by the Census Office, prior written authorization from the assigned Regional Program Manager (RPM) and Assistant Director of Administration will be required before the Contractor will be reimbursed for any purchase of **Major Equipment**. Contractors should lease equipment if doing so would be more cost effective.
   a. The Contractor must provide in its request for authorization all particulars necessary, as specified by the Census Office, for evaluating the necessity and reasonableness of incurring such costs, including an explanation why leasing is not more cost effective. Contractor must include documentation showing that it made a diligent effort to secure at least three quotes. If three quotes cannot be obtained, a list or organizations or individuals solicited must be prepared and signed by Contractor’s Contract Manager.
   b. For all other equipment purchases not qualifying as Major Equipment, Contractor is not required to obtain prior authorization to purchases. However, contractors shall receive at least three quotes for such purchases. Documentation must be retained in Contractor’s contract file and provided to the Census Office upon request.
   c. The Census Office reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that Census Office determines to be unnecessary in carrying out performance under this Agreement.

3) **Maximum Equipment Budget**. Equipment purchases shall not exceed 10 percent of the Contract budget for the term of this Agreement without prior written authorization by the assigned RPM and Assistant Director of Administration.

4) **Invoicing and Reporting**. In order to be reimbursed for purchases of Major Equipment and Theft-Sensitive Equipment Costing Less than $5,000, Contractor must submit a copy of the receipt and documentation of the serial number and model number with the invoice for such item(s). To report
the receipt of said items and to receive property tags, Contractor shall use a form or format designated by the Census Office. If the appropriate form does not accompany this Agreement, Contractor shall request a copy from the assigned RPM.

5) **Ownership and inventory.** Unless stipulated otherwise by the Census Office, all equipment purchased/reimbursed with agreement funds or furnished by the Census Office under the terms of this Agreement shall be considered state equipment and the property of the Census Office.

a. The Census Office requires the reporting, tagging and inventorying of all Major Equipment and/or property that is furnished by the Census Office or purchased/reimbursed with funds provided through this Agreement. In addition, Theft-Sensitive Items of Equipment Costing Less than $5,000 must be tagged and inventoried.

b. Upon receipt of the invoicing and supporting documentation (see paragraph 4 above), the Census Office will send Contractor equipment tags and instructions for tagging.

i. For Major Equipment and Theft-Sensitive Equipment Costing Less than $5000 purchased by Contractor prior to the effective date of this Amendment, Contractor shall send the assigned RPM a copy of the inventory record (see subsection (c) below) within 30 days of the effective date of this Amendment (Amendment 1). Upon receipt of the inventory record, the Census Office will send Contractor equipment tags and instructions for tagging.

c. The contractor shall maintain an inventory record for Major equipment purchased or built with funds provided under this Agreement. In addition, Theft-Sensitive Items of Equipment Costing Less than $5,000 (such as laptops and tablets) shall be inventoried. The inventory record of each item of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. A copy of the inventory record must be submitted to the State on request by the State for inspection or audit.

6) **Use of Equipment.** Unless otherwise stipulated by the Census Office in writing, equipment purchased/reimbursed with agreement funds or furnished by the Census Office under the terms of this Agreement, shall only be used for performance of this Agreement.

7) **Protection of Equipment.** The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of all state equipment and/or property.

In administering this provision, the Census Office may require the Contractor to repair or replace, to the Census Office’s satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the RPM.

8) **Disposition.** Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of both Major Equipment and Theft-Sensitive Equipment Costing Less than $5,000 to the assigned Census Office RPM and shall, at that time, query the Census Office as to the requirements, including the manner and method, of returning state equipment and/or property to the Census Office. The Census Office may request such equipment be returned to the State, with costs incurred by the contractor for such return being reimbursed by the Census Office and according to Census Office instructions. Equipment disposition instructions shall be issued by the Census Office immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, the Census Office may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different state agreement.
All surplus IT equipment regardless of cost will be handled in accordance with the State Administrative Manual, Chapter 5900 – Disposal of IT Equipment.

Alternatively, in order to facilitate Public Contract Code Section 10389.2 (SB 493, Padilla, 2011) which aims to bridge the digital divide, the Census Office may provide surplus information technology equipment to qualified Public Computer Centers for less than fair market value. For Public Computer Center eligibility information, please visit: https://www.dgs.ca.gov/OFAM/Services/Page-Content/Office-of-Fleet-and-Asset-Management-Services-List-Folder/Acquire-IT-Equipment-for-Public-Computer-Centers.

9) If there are any questions about these definitions, please contact the assigned Census Office Regional Program Manager (RPM).
**Contract Summary Form**

**California Complete Count - Census 2020**

**SUMMARY OF SIGNIFICANT CHANGES**

1. Modified language in Exhibit A - Statement of Work pages
2. Added Exhibit A, Attachment A – 1, Additional Responsibilities and Requirements Certification
4. Modified language in Exhibit D - Special Terms and Conditions
5. Added Exhibit D, Attachment D – 1, Protection of Confidential and Sensitive Information.
6. Added Exhibit D, Attachment D – 2, Non-Disclosure Certificate
7. Added Exhibit D, Attachment D – 3, Volunteers Release and Waiver of Liability
8. Added Exhibit E, Equipment Purchases

**SUBCONTRACTORS**

This contract, due to the nature of the services, could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the provider/contractor must seek express consent from the department. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval. In the past (if there is information available), subcontractor(s) have/have not been used for this contract.

**CONTRACT OPERATING EXPENSES**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California Complete Count – Census 2020 or the State of California.
MEMORANDUM

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

February 11, 2020

I am requesting a supplemental closed session on Tuesday, February 25, 2020, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1). Name of Case: Thong Phan v. County of Orange WCAB Case No.: ADJ9805370

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:jb

cc: Members of the Board of Supervisors
    Frank Kim, CEO
MEMORANDUM

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

February 11, 2020

I am requesting a supplemental closed session on Tuesday, February 25, 2020, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
Name of Case: Brandy Tornquist; Kaydence Shuman v. County of Orange
Superior Court Case No.: 30-2018-01032458

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:jb

cc: Members of the Board of Supervisors
    Frank Kim, CEO
MEMORANDUM

February 24, 2020

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

In accordance with Government Code section 54954.2(b)(2), and upon a two-thirds vote of the members of the Board of Supervisors present, I am requesting that a supplemental closed session be held on Tuesday, February 25, 2020, for the Board to consider entering as amicus curiae in pending federal litigation, City of Costa Mesa, et al. v. United States of America, et al., USDC case no. 8:20-cv-00368-JLS-JDE, pursuant to Government Code section 54956.9(d)(4).

This litigation matter was filed by the City of Costa Mesa, and came to the attention of the County, subsequent to the meeting agenda being posted, and should the Board wish to participate in this litigation, there is a need for immediate action.

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4).
Number of Cases: One Case.

RECOMMENDED ACTION: Conduct Closed Session (requires 2/3 vote of members present)"

Thank you.

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO