ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday.

March 10, 2020

PRESENTATIONS (9:00 A.M.)
Chairwoman Steel will be presenting a resolution for Social Work Month

Chairwoman Steel will be presenting a resolution for International Nowruz Day

Chairwoman Steel will be presenting a resolution for National Surveyors Week

Chairwoman Steel will be presenting a resolution for Vanguard University’s 100th Anniversary

CONSENT

2. Revised Title to read: Health Care Agency - Approve designation of CSU, LLC, dba College Hospital Crisis Stabilization Unit, Costa Mesa as facility for involuntary detention, evaluation and treatment for 12 beds for mentally disordered persons individuals living with behavioral health disorders; and direct Health Care Agency to submit designation to State Department of Health Care Services - District 2 (Continued from 2/11/20, Item 6)

5. Continued to 3/24/20, 9:30 a.m.

DISCUSSION

16. County Executive Office - Approve grant applications/awards submitted by Sheriff-Coroner, District Attorney and Probation and retroactive grant applications/awards submitted by Health Care Agency in 3/10/20 grant report and other actions as recommended; adopt resolution authorizing District Attorney or designee to execute grant award agreement and amendments with California Department of Insurance for Workers’ Compensation Insurance Fraud Program, 7/1/19 – 6/30/20 ($5,591,252); and make California Environmental Quality Act and other findings; adopt resolution amending Resolution 16-087, replacing paragraph 1 and 2 for SB 81 Juvenile Hall Multipurpose Rehabilitation Center; adopt resolution authorizing HCA Director or designee to execute standard agreement, subsequent amendments and related documents to California Department of Housing and Community Development for Pet Assistance and Support Program – All Districts

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

Item: 2 and 16

Revisions and Supplementals to March 10, 2020 Agenda - Page 1 of 2

Document last updated: 3/9/2020 5:10 PM
Supplemental Item(s)

S16A. Supervisor Chaffee - Emergency Medical Care Committee – Appoint Luis Estevez, Orange, to complete term ending 6/30/21


S16C. County Executive Office - Approve amendment 1 to contract MA-017-20011300 with Westbound Communications, Inc. for advertising, marketing and public relations services for County General Business, term ending 9/30/20 ($1,059,435; new total $1,133,220); and authorize County Procurement Officer or authorized Deputy to execute amendment – All Districts

S16D. Health Care Agency - Approve Memorandum of Understanding with City of Buena Park and City of Placentia to establish cooperative funding agreement for operation of Navigation Centers, 10-year term; and authorize County Executive Officer or designee to execute MOU – Districts 2 and 4

SCS1. Deleted
County Executive Office - CONFERENCE WITH LABOR NEGOTIATOR - Pursuant to Government Code Section 54957.6:
Agency Negotiator: Tom Hatch
Employee Organizations: Orange County Attorneys Association (OCAA) and other non-represented employees
RE: Terms and conditions of employment

SCS2. County Counsel - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Thom Baker v. County of Orange
OCSC Case No. 30-2015-00769166-CU-BC-CJC

SCS3. County Executive Office - CONFERENCE WITH LABOR NEGOTIATOR - Pursuant to Government Code Section 54957.6:
Agency Negotiator: Tom Hatch
Employee Organizations: Orange County Attorneys Association (OCAA) and other non-represented employees
RE: Terms and conditions of employment (2/3/ vote of members present)
Revision to ASR and/or Attachments

Date: February 26, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Richard Sanchez, Agency Director, Health Care Agency
Re: ASR Control #: 19-001141, Meeting Date 3/10/20, Item No. # 2
Subject: Approve Designation of College Hospital Crisis Stabilization Unit

Explanation:

The Health Care Agency would like to update the following:

☑ Revised Recommended Action(s)

1. Approve designation of CSU, LLC, dba College Hospital Crisis Stabilization Unit, located at 301 Victoria Street, Costa Mesa, as a facility for involuntary detention, evaluation and treatment for up to 12 beds for mentally disordered persons individuals living with behavioral health disorders.

☑ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary ☐ Financial Impact

On March 26, 2019, your Honorable Board of Supervisors (Board) approved the selection of an agreement with CSU, LLC, dba College Hospital Crisis Stabilization Unit (College Hospital CSU) to provide Crisis Stabilization Services for the period of July 1, 2019, through June 30, 2022.

Welfare and Institution Code Section 5150, et. seq. authorizes that individuals who are a danger to themselves, a danger to others or gravely disabled due to a mental health disorder may be placed in a facility designated by the County and approved by the Board and Department of Health Care Services (DHCS). A Lanterman-Petris-Short (LPS) designated facility is able to provide mental health evaluation and treatment to individuals who are involuntarily detained.
College Hospital CSU is a locked facility that relies upon designation in order to accept individuals on involuntary holds. This facility will see clients who are admitted involuntarily or voluntarily. The walkthrough for College Hospital’s CSU initial certification visit and designation was held on January 22, 2020, with the final LPS designation and visit occurring on February 21, 2020. Subsequent to after the certification recommendations are being made to the state earlier on that same date. The College Hospital CSU opened its doors on February 4, 2020 for voluntary clients pending Board designation approval. Historically, Orange County has had one County CSU with 15 recliners for adults with a projected average daily census of 23 individuals. The College Hospital CSU will add has added 12 recliners for adults with an average daily census of 18 individuals for Crisis Stabilization services. In FY 2018-19, the County CSU treated approximately 2,700 individuals with 83 percent involuntary and 17 percent voluntary individuals. Similar ratios are expected at the College Hospital CSU, making it crucial that designation occurs shortly after Medi-Cal certification for this new CSU to treat the involuntary population.

College Hospital CSU is scheduled for final review and Medi-Cal certification on January 28, 2020, subsequent to the modular facility being ready to receive clients. Once Medi-Cal certification is complete, the County will review the facility for the requirements for designation, which will include a site visit scheduled after January 28, 2020.

Providing mental health evaluation and treatment to individuals who are involuntarily detained pursuant to the LPS Act is one of the highest levels of psychiatric treatment and having designated CSUs available across the County provides assistance to individuals who are in mental health crises to quickly access the appropriate level of care. College Hospital CSU will meet has met all LPS-designated facility criteria applicable to LPS outpatient units and must be demonstrated compliance with all policies and procedures per review and onsite inspection by the County.

The Health Care Agency requests that the Board approve the designation of College Hospital CSU as referenced in the Recommended Actions. This is mandatory in order for College Hospital CSU to treat involuntary clients in a locked setting.

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))
Continuation or Deletion Request

Date: March 5, 2020
To: Clerk of the Board of Supervisors
From: Frank Davies, Auditor-Controller
Re: ASR Control #: 20-000146, Meeting Date 3/10/2020 Agenda Item No. 5
Subject: Approval for a One-Time Exception to the Personnel & Salary Resolution Provision

☑ Request to continue Agenda Item No. # 5 to the March 24, 2020 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # ______

Comments:
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 March 10, 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 – Sheriff-Coroner Department – Research and Evaluation on Domestic Terrorism Prevention Grant – $5,000,000.

2. Approve Grant Application – Sheriff- Coroner Department – Community Policing Department - Subtopic 1 Hate Crimes – $100,000.

3. Approve Grant Application – Sheriff-Coroner Department – 2020 Research and Evaluation on School Safety Program – $5,000,000.


5. Approve Grant Award and Adopt Resolution – District Attorney’s Office – Workers Compensation Insurance Fraud Program – $38,012.

6. Approve Grant Award and Adopt Resolution – Probation Department – Juvenile Hall Multi-Purpose Rehabilitation Center -$17,500,000.


If you or your staff have any questions or require additional information on any of the items in this report, please contact Cynthia Shintaku at 714-834-7086.
Today's Date: February 24, 2020

Requesting Agency/Department: Sheriff-Coroner Department

Grant Name and Project Title: Research and Evaluation on Domestic Terrorism Prevention

Sponsoring Organization/Grant Source: U.S. Department of Justice, Office of Justice Programs, National Institute of Justice

Application Amount Requested: $5 million

Application Due Date: April 1, 2020

Board Date when Board Approved this Application: N/A

Awarded Funding Amount: N/A

Notification Date of Funding Award: N/A

Is this an Authorized Retroactive Grant Application/Award? No

Recurrence of Grant: New [X] Recurrent [ ] Other [ ] Explain: N/A

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 [X]

What Type of Grant is this? Competitive [X] Other Type [ ] Explain: Formula program

County Match? Yes [ ] No [X]

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

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

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

The U.S. Department of Justice (DOJ), Office of Justice Programs, National Institute of Justice (NIJ) is offering FY 2020 Research and Evaluation on Domestic Terrorism Prevention Grant in support of the DOJ's Strategic Goal to combat violent crime, promote safe communities and uphold the rights of victims of crime, under the statutory authority of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (sections 201 and 202). This solicitation seeks to build knowledge and evidence related to strategies for effective prevention of terrorism in the United States. Applicants should propose research projects that will primarily benefit - and have clear implications for - criminal justice agencies and their attendant communities at the state, local and tribal levels.

The Sheriff-Coroner Department (Sheriff) has interest in developing a program to that focuses on investigation, mitigation and deterrence of incidents that tend to escalate to domestic terrorism and other related categorical events. Sheriff's interest would be in developing a...
unified process model that engages community stakeholders with behavioral, medical and social series programs.

Any recipient of an award under this solicitation will be expected to submit a final research report. The beginning of the performance period for this grant is January 1, 2021. The period of performance duration will be determined by NIJ following the notification of award, with a maximum of a five-year period of performance.

Sheriff plans to return to the Board with a request to accept funding, if the grant project is awarded.

<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>N/A; Nicole Sims, Supervising Deputy County Counsel, has reviewed and approved the grant application.</td>
</tr>
<tr>
<td>Request authorization to apply for the grant. Resolution not required for this grant.</td>
<td></td>
</tr>
<tr>
<td>Department Contact:</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
</tr>
<tr>
<td>Nancy M. Nguyen, Grants Manager Research and Development Division</td>
<td>714.935.6869 <a href="mailto:nmnguyen@ocsd.org">nmnguyen@ocsd.org</a></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
</tr>
<tr>
<td>Nancy M. Nguyen, Grants Manager Research and Development Division</td>
<td>714.935.6869 <a href="mailto:nmnguyen@ocsd.org">nmnguyen@ocsd.org</a></td>
</tr>
</tbody>
</table>
**CEO-Legislative Affairs Office**

**Grant Authorization eForm**

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

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>February 25, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>Sheriff-Coroner Department</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Community Policing Development (CPD) Subtopic 1. Hate Crimes (CDFA # 16.710)</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>US Department of Justice, Office of Community Oriented Policing Services (COPS)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$100,000</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>March 11, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td></td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td></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>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☐</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>Applied for $100,000 in 2017, but was not selected for award.</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☒</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☐</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No positions will be requested.</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>
</tbody>
</table>

Law enforcement agencies are invited to propose demonstration or pilot projects to be implemented in their agency that offer creative ideas to advance crime fighting, community engagement, problem solving or organizational changes to support Community Policing Development. These funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities. The COPS Office seeks to provide law enforcement agencies funding for demonstration or pilot projects that increase their capacity to implement innovative projects that address hate crimes.

The Sheriff-Coroner Department (Sheriff) intends to submit an application to advance investigative efforts into leads that stem from a variety of sources that may perpetuate into a hate crime. To include suspicious activity reports with disparate data, as well as anonymous tips via either the Orange County Crimes Stoppers tip line/website (https://www.occrimestoppers.com/) or the Sandy Hook Promise.
The requested funds will be utilized as a means to capture pre-incident indicator data like frequency and location of racially motivated actions. Early intervention can deter crime. This grant will also allow for greater connectivity with municipal law enforcement and contribute toward an assessment model specific to hate crime classifications through investigatory methods.

Sheriff plans to return to the Board with a request to accept funding, if the grant application is awarded.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐</th>
<th>No ☑</th>
</tr>
</thead>
</table>

**Deputy County Counsel Name:**
Nicole Sims, Supervising Deputy County Counsel, has reviewed and approved the grant application.

**Request authorization to apply for the grant.**
Resolution not required for this grant.

1. Authorize the Sheriff-Coroner to submit the Community Policing Development application to the Department of Justice for Hate Crimes investigations.
2. Authorize the Sheriff-Coroner, or designee, and the County Executive Officer, or designee, to sign all necessary application documents required for the submission of the application and supporting documentation to the Department of Justice.

**Department Contact:**
Nancy M. Nguyen, Grants Manager
714-935-6869 NMNguyen@ocsd.org

**Name of the individual attending the Board Meeting:**
Nancy Nguyen
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

### GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today’s Date:</td>
<td>February 24, 2020</td>
</tr>
<tr>
<td>Requesting Agency/Department:</td>
<td>Sheriff-Coroner Department</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>2020 Research and Evaluation on School Safety Program Grant, CFDA 16.560</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>U.S. Department of Justice, Office of Justice Programs, and National Institute of Justice</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>April 13, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td></td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td></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>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☒ Recurrent ☐ Other ☐</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>N/A</td>
</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 ☐</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☐ Amount _____ or _____% No ☒</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A</td>
</tr>
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<td>Will the grant/program create new part or full-time positions?</td>
<td>N/A</td>
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The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and National Institute of Justice (NIJ) is seeking applications to fund research to address school violence. Though serious violence at school is uncommon, school-based victimization is a significant concern. Schools across the nation have implemented a wide variety of approaches to keep schools and students safe. Under this solicitation, NIJ is seeking applications for projects with clear potential for producing findings that have practical benefits for improving school safety. In order to produce findings with a high potential for influencing school safety practices, researchers are encouraged strongly to work closely with educators and other stakeholders within the schools and in the community: to ask the right questions, prioritize challenges, identify solutions, collect data, and make sense of the findings.

The Sheriff-Coroner Department (Sheriff) has an interest in developing a program that works towards collaboration, communication and cooperation with partners in the County. The focus is to prevent critical incidents before they happen by investigating and collecting data, then connecting community partners with families to provide resources.

The application is due on April 13, 2020. NIJ expects to make awards for a 24 month period of performance, to begin on January 1, 2021. No County match is required with this grant.
Sheriff intends to return to the Board to request approval to accept the grant, if the application is accepted.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes [ ] No [x]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>N/A, Nicole Sims, Supervising Deputy County Counsel, reviewed the application packet.</td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>Request approval to apply for 2020 Research and Evaluation on School Safety Grant funding.</td>
</tr>
<tr>
<td>Department Contact:</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
</tr>
<tr>
<td>Nancy M. Nguyen, Grants Manager</td>
<td>714.935.6869 <a href="mailto:nmnguyen@ocsd.org">nmnguyen@ocsd.org</a></td>
</tr>
<tr>
<td>Research and Development Division</td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
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<td>Nancy M. Nguyen, Grants Manager</td>
<td>714.935.6869 <a href="mailto:nmnguyen@ocsd.org">nmnguyen@ocsd.org</a></td>
</tr>
<tr>
<td>Research and Development Division</td>
<td></td>
</tr>
</tbody>
</table>
Today's Date: February 10, 2020

Requesting Agency/Department: District Attorney

Grant Name and Project Title: Various

Sponsoring Organization/Grant Source:
(If the grant source is not a government entity, please provide a brief description of the organization/foundation)

Various

Application Amount Requested: $11,657,669

Application Due Date: Various

Board Date when Board Approved this Application: N/A

Awarded Funding Amount: N/A

Notification Date of Funding Award: N/A

Is this an Authorized Retroactive Grant Application/Award? No

(If yes, attach memo to CEO)

Recurrence of Grant
New ☐ Recurrent ☒ Other ☐ Explain:

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

See Attached

Does this grant require CEQA findings? Yes ☐ No ☒

What Type of Grant is this? Competitive ☒ Other Type ☐ Explain: Combination of both types of grants

County Match?
Yes ☒ Amount_____ or ______ %
No ☐ Various amount or percentage

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

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 District Attorney requests Board approval of the attached FY 2020-21 Annual Grants Application Table and authorization to apply for funding for these recurring grants for fiscal year 2020-21.

The attached Annual Grants Application Table summarizes the grant programs that the District Attorney’s Office was awarded in fiscal year 2019-20. The District Attorney plans to continue to apply for funding for these recurring grants in fiscal year 2020-21 to support criminal prosecutions and mitigate net county cost requirements.

Board Resolution Required? Yes ☐ No ☒

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

Recommended Action/Special Instructions
(Please specify below)
The District Attorney will return to obtain Board approval to accept the grant awards

<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>Glenn Robison</td>
<td>(714) 347-8778 <a href="mailto:glenn.robison@da.ocgov.com">glenn.robison@da.ocgov.com</a></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>Glenn Robison</td>
<td></td>
</tr>
</tbody>
</table>
### Summary of Anticipated Grant Applications for FY 2020-21

<table>
<thead>
<tr>
<th>#</th>
<th>Name of Grant</th>
<th>FY 2019-20 Funding</th>
<th>Sponsoring Organization / Grant Source</th>
<th>Application Due Date (Estimated)</th>
<th>Grant Status (New or Recurring)</th>
<th>Match Req. ($ amount)</th>
<th>New Full or Part-time Positions</th>
<th>Project Name and Purpose of Grant</th>
<th>Does this Grant require CEQA Findings? (See note)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Automobile Insurance Fraud Program</td>
<td>$1,069,667</td>
<td>California Department of Insurance (CDI)</td>
<td>07/02/20</td>
<td>Recurring</td>
<td>$0</td>
<td>No new positions</td>
<td>Automobile Insurance Fraud Program: To investigate and prosecute automobile insurance fraud cases.</td>
<td>No</td>
</tr>
<tr>
<td>2</td>
<td>Disability and Healthcare Insurance Fraud Program</td>
<td>$1,132,473</td>
<td>California Department of Insurance (CDI)</td>
<td>06/05/20</td>
<td>Recurring</td>
<td>$0</td>
<td>No new positions</td>
<td>Disability and Healthcare Insurance Fraud Program: To investigate and prosecute disability and healthcare insurance fraud cases.</td>
<td>No</td>
</tr>
<tr>
<td>3</td>
<td>Life and Annuity Consumer Protection Program</td>
<td>$66,000</td>
<td>California Department of Insurance (CDI)</td>
<td>05/08/20</td>
<td>Recurring</td>
<td>$0</td>
<td>No new positions</td>
<td>Life and Annuity Consumer Protection Program: To investigate and prosecute life insurance and annuity financial abuse by insurance licensees or persons holding themselves out to be insurance licensees, or any person purporting to be engaged in the business of insurance,</td>
<td>No</td>
</tr>
<tr>
<td>4</td>
<td>High Impact Insurance Fraud Program</td>
<td>$468,899</td>
<td>California Department of Insurance (CDI)</td>
<td>10/16/20</td>
<td>Recurring</td>
<td>$0</td>
<td>No new positions</td>
<td>High Impact Insurance Fraud Program: To investigate and prosecute specific insurance fraud cases that have a suspected loss of over $1,000,000.</td>
<td>No</td>
</tr>
<tr>
<td>5</td>
<td>Human Trafficking Victim Advocacy Program (HA)</td>
<td>$150,000</td>
<td>California Office of Emergency Services (OES)</td>
<td>11/06/20</td>
<td>Recurring</td>
<td>$34,720*</td>
<td>No new positions</td>
<td>Human Trafficking Victim Advocacy Program: To provide supportive services including a 24-hour crisis hotline, emergency shelter, temporary housing, emergency food/clothing, counselling, referrals to existing community resources, transportation, and legal assistance to human trafficking victims.</td>
<td>No</td>
</tr>
<tr>
<td>6</td>
<td>Unserved/Underserved Victim Advocacy &amp; Outreach Services</td>
<td>$218,750</td>
<td>California Office of Emergency Services (OES)</td>
<td>09/30/20</td>
<td>Recurring</td>
<td>$43,750*</td>
<td>No new positions</td>
<td>Unserved/Underserved Victim Advocacy &amp; Outreach Services: To provide support services, which include crisis intervention, emergency assistance, shelter, food and medical aid, follow-up counselling, court support, and community outreach services to victims of gang violence and their families.</td>
<td>No</td>
</tr>
<tr>
<td>7</td>
<td>Victim/Witness Assistance Program</td>
<td>$3,004,640</td>
<td>California Office of Emergency Services (OES)</td>
<td>09/30/20</td>
<td>Recurring</td>
<td>$0</td>
<td>No new positions</td>
<td>Victim/Witness Assistance Program: To provide comprehensive services for victims/witnesses of crime pursuant to Penal Code Section 1383.5 including: crisis intervention, emergency assistance, resource and referral counselling, filing of compensation claims, property return assistance, orientation to the criminal justice system, case status monitoring, victim and employer notifications, restitution assistance, funeral arrangement; arrangement for transportation to court, etc.</td>
<td>No</td>
</tr>
<tr>
<td>8</td>
<td>Worker's Compensation Insurance Fraud Program</td>
<td>$5,553,240</td>
<td>California Department of Insurance (CDI)</td>
<td>04/24/20</td>
<td>Recurring</td>
<td>$0</td>
<td>No new positions</td>
<td>Worker's Compensation Insurance Fraud Program: To investigate and prosecute worker's compensation insurance fraud cases.</td>
<td>No</td>
</tr>
</tbody>
</table>

**Note:**
* Match amount will be provided by Waymakers (pass-through subrecipient)
**Grant Authorization eForm**

**GRANT APPLICATION / GRANT AWARD**

<table>
<thead>
<tr>
<th>Today's Date:</th>
<th>March 2, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>District Attorney</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Workers’ Compensation Insurance Fraud Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Department of Insurance (CDI)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$6,531,253</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>April 24, 2019</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>February 26, 2019</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>Additional $38,012</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>February 10, 2020</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>Yes, please see attached memo.</td>
</tr>
</tbody>
</table>

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

- $6,531,253 was applied, $5,553,240 was awarded for FY 2019-20.
- $5,665,001 was applied, $5,086,959 was awarded for FY 2018-19.

Does this grant require CEQA findings?  
Yes [x]  No [ ]

What Type of Grant is this?  
Competitive [x]  Other Type [ ] Explain:

County Match?  
Yes [x]  Amount_____ or _____%  No [ ]

How will the County Match be Fulfilled?  
N/A

Will the grant/program create new part or full-time positions?  
Not at this time. If needed, we will go through the Quarterly Budget Adjustment Request process.

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 grant award is made pursuant to the provisions of California Insurance Code Section 1872.83, and shall be used solely for the purposes of enhanced investigation and prosecution of workers’ compensation insurance fraud cases. The California Department of Insurance has a Fiscal Year 2018-19 Year-End Balance in the Workers’ Compensation Insurance Fraud Program and is awarding an additional $38,012 to the District Attorney for an amended grant award of $5,591,252. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute workers’ compensation insurance fraud cases.

Board Resolution Required?  
Yes [x]  No [ ]

Deputy County Counsel Name:  
James Harman, Deputy County Counsel
**Recommended Action/Special Instructions**

(Please specify below)

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of $5,591,252 for the Workers Compensation Insurance Fraud Program for fiscal year 2019-20.

2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.

3. Adopt the Resolution to receive funds for the Workers Compensation Insurance Fraud Program.

By Resolution No. 18-082, dated August 14, 2018, the Board Authorized the District Attorney to sign and execute the Award to accept State funding to administer the Workers Compensation Insurance Fraud Program. The District Attorney has received funding to participate in the State Workers’ Compensation Insurance Fraud Program for the past twenty-nine years. Fiscal year 2019-20 will mark as the District Attorney Office’s thirtieth year of participation in the Program.

CDI requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached sample Board Resolution.

<table>
<thead>
<tr>
<th><strong>Department Contact</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Robison</td>
<td>(714) 347-8778 <a href="mailto:glenn.robison@da.ocgov.com">glenn.robison@da.ocgov.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Name of the individual attending the Board Meeting:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Robison</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

March 10, 2020

WHEREAS, the County of Orange desires to undertake its project designated “The Workers’ Compensation Insurance Fraud Program” to be funded in part from funds made available through California Insurance Code Section 1872.83 and administered by the California Department of Insurance (hereafter referred to as CDI).

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Workers’ Compensation Insurance Fraud Program, effective from July 1, 2019 through June 30, 2020, in the amount not to exceed $5,591,252.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the County’s performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.
CEO-Legislative Affairs Office  
Grant Authorization eForm

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<tr>
<td><strong>Awarded Funding Amount:</strong></td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
</tr>
</tbody>
</table>

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

| Recurrence of Grant | New ☐ | Recurrent ☐ | Other ☒ Explain: UPD. Reso |

**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 $8,468,000 or ______ % | No ☐ |

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

| In-Kind and cash match, budgeted in Fund 104 |

**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.

Grant funds will be used to construct the Juvenile Hall Multi-Purpose Rehabilitation Center which will include a family visitation center with free parking, programming space for vocational training and family counseling activities, and a gymnasium to accommodate large muscle exercise and recreational activities, especially valuable during inclement weather and when outdoor lighting is insufficient. The gymnasium will be able to accommodate large family and community events on-site.

**Board Resolution Required?**
(Attach document to eForm)

| Yes ☒ | No ☐ |

**Deputy County Counsel Name:**
(Include the Deputy County Counsel that approved the Resolution)

| Wendy Phillips |

---

Grant Authorization e-Form  
Page 14 of 22
## Recommended Action/Special Instructions

(Please specify below)

<table>
<thead>
<tr>
<th>Adopt Resolution to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Amend Resolution No. 16-087, replacing Paragraph 1 with the following: “Designates the Orange County staff members to act in specific capacities as follows, for purposes of participating in the SB 81 Local Youthful Offender Rehabilitative Facility Construction Funding Program administered by the Board of State and Community Corrections: County Construction Administrator – Scott Dessort; Project Financial Officer – Dana Schultz; Project Contact Person – Rick Cota; and”</td>
</tr>
<tr>
<td>b. Amend Resolution No. 16-087, replacing Paragraph 2 with the following: “Assures the County of Orange has appropriated Cash/In-Kind Match in an amount up to $8,468,000, for a total project cost not to exceed $25,968,000, with said Match located in Non-General Fund 104, the Capital Project Fund for Criminal Justice Facilities, for architectural, CEQA, construction management and State Agency fees, and assures that state and cash matching funds will not replace funds otherwise dedicated or appropriated for construction activities; and”</td>
</tr>
<tr>
<td>c. Affirms that all other provisions of Resolution No. 14-105 and Resolution No. 16-087 not expressly amended herein shall remain in full force and effect.</td>
</tr>
</tbody>
</table>

### Department Contact:

| Bryan Prieto, Assistant Chief Probation Officer | (714) 645-7002 Bryan.Prieto@Prob.ocgov.com |

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

| Bryan Prieto, Assistant Chief Probation Officer | (714) 645-7002 Bryan.Prieto@Prob.ocgov.com |
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

WHEREAS, Senate Bill (SB) 81, the Local Youthful Offender Rehabilitative Facilities (LYORF) Construction Financing Program, authorized $300 million in state-issued lease-revenue bonds for the acquisition, design, renovation or construction of LYORFs to support the rehabilitation of justice-involved youth at the local level; and

WHEREAS, after conditional awards were made under the LYORF Construction Financing Program, the Board of State and Community Corrections (BSCC), on behalf of the State of California, has made available the remaining $79.2 million lease-revenue bond financing for the acquisition, design, renovation, or construction of the LYORFs; and

WHEREAS, on September 12, 2014, the BSCC, on behalf of the State of California, issued a SB 81, Round Two Construction of LYORF Request for Proposals (RFP) to establish conditional awardees and allocate financing to counties as authorized by Welfare and Institutions Code (WIC), Sections 1970-1978 (SB 81, Stats. 2007, Chapter 175); and

WHEREAS, on December 9, 2014, the Orange County Board of Supervisors (Board) adopted Resolution No. 14-105, authorizing submittal of a proposal by the Orange County Probation Department to the BSCC in response to the SB 81, Round Two Construction RFP to apply for financing to construct a Multipurpose Rehabilitation Center consisting of a visitation facility, program space and a gymnasium at the Juvenile Hall and Youth Leadership Academy campus, and making certain assurances required by the BSCC; and

WHEREAS, on April 9, 2015, the BSCC approved their Executive Steering Committee’s recommendation to conditionally award up to $17.5 million in state lease-revenue bond financing to the County of Orange for the Juvenile Hall Multipurpose Rehabilitation Center (MRC); and

WHEREAS, on September 13, 2016, the Board adopted Resolution No. 16-087 evidencing the updated appropriation for the Cash/In-Kind Match and identifying the source of the Match for the architectural, CEQA, construction management and State Agency fees, in addition to updating the fair market land value, resulting in the State Department of Finance granting Project Establishment on November 15, 2016; and

WHEREAS, on March 2, 2017, the State Department of Finance issued Preliminary Plan Approval for the project, thereby allowing Orange County to proceed with the development of legal descriptions for the future Ground Lease and Easement Agreement for Grants of Access, Utilities, and Repairs, and to move forward with the development of construction documents; and
WHEREAS, May 10, 2019, the State Department of Finance approved the Working Drawings for the project and authorized Orange County to proceed with the solicitation of bids for construction of the MRC; and

WHEREAS, on May 21, 2019, the Board authorized the solicitation of construction bids for the MRC and selected a bid submission date of July 31, 2019, and on September 24, 2019, the Board approved conditional award of the MRC construction contract to P.H. Hagopian Contractor, Inc. in the amount of $17,839,000; and

WHEREAS, on January 15, 2020, the Pooled Money Investment Board of the State Treasurer’s Office authorized Loan No. 1900015 in the amount of $9,506,000, the estimated first year’s construction cost of the MRC, the first installment of the $17.5 million total award; and

WHEREAS, on January 16, 2020, the State Department of Finance approved the Board’s award of the construction contract to P.H. Hagopian Contractor, Inc. and issued the Notice to Proceed with construction; and

WHEREAS, the State Public Work Board now requires that the Board adopt a new resolution evidencing the updated appropriation for the Cash/In-Kind Match and identifying the source of the Match for the architectural, CEQA, construction management and State Agency fees.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors:

1. Amends Resolution No. 16-087, replacing Paragraph 1 with the following: “Designates the Orange County staff members to act in specific capacities as follows, for purposes of participating in the SB 81 Local Youthful Offender Rehabilitative Facility Construction Funding Program administered by the BSCC: County Construction Administrator – Scott Dessort; Project Financial Officer – Dana Schultz; Project Contact Person – Richard Cota; and”

2. Amends Resolution No. 16-087, replacing Paragraph 2 with the following: “Assures the County of Orange has appropriated Cash/In-Kind Match in an amount up to $8,468,000, for a total project cost not to exceed $25,968,000, with said Match located in Non-General Fund 104, the Capital Project Fund for Criminal Justice Facilities, for architectural, CEQA, construction management and State Agency fees, and assures that state and cash matching funds will not replace funds otherwise dedicated or appropriated for construction activities; and”

3. Affirms that all other provisions of Resolution No. 14-105 and Resolution No. 16-087 not previously amended or expressly amended herein shall remain in full force and effect.
DATE: March 3, 2020

TO: Frank Kim  
County Executive Officer

FROM: Richard Sanchez  
Director, HCA

SUBJECT: Retroactive Request to Apply for Pet Assistance and Support (PAS) Program

This memo is submitted to request that the County Executive Officer place the subject grant application on the March 10, 2020 Board of Supervisors (Board) Meeting Agenda. The Health Care Agency (HCA) requests retroactive approval as the grant opportunity required the identification of the most effective use of the grant funding. As a result, the request was not able to be submitted to be included on previous Board Meeting Agendas. The deadline to apply for the funding was March 2, 2020.

The Office of Care Coordination has worked to identify and reduce barriers for those experiencing homelessness and this grant will allow those individuals with pets to access and continue to stay in the shelter system. The grant opportunity will provide funding and resources to the County of Orange’s operated shelter for pet services including food, basic veterinary services and shelter for the pets. The total grant amount for the pet services is $200,000.

HCA plans to return to the Board with a request to accept funding, if the grant application is accepted.

If you have any questions about the grant, please contact Paul Duncan at (714) 834-5185.

Richard Sanchez, Director

Frank Kim, County Executive Officer
The California Department of Housing and Community Development issued a Notice of Funding Availability for the Pet Assistance and Support (PAS) Program. The PAS Program provides funding to provide shelter, food, basic veterinary services, and staffing and liability insurance related to providing those services to qualified homeless shelters housing common household pets with their owners. The intent of the program is to reduce barriers for those individuals experiencing homelessness with their common household pet.

The Office of Care Coordination is pursuing this grant opportunity to bring additional funding and resources to the operations of the County of Orange’s operated shelters in support of individuals experiencing homelessness and their pets.
<table>
<thead>
<tr>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recommended Action/Special Instructions</strong>&lt;br&gt;(Please specify below)</td>
</tr>
<tr>
<td>Authorize the Continuum of Care Manager or designee to submit a grant proposal for the Pet Assistance and Support (PAS) Program.</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. |
| Paul Duncan<br>Continuum of Care Manager<br>Office of Care Coordination<br>PDuncan@ochca.com<br>(714) 834-5185 |

| **Name of the individual attending the Board Meeting:**<br>List the name of the individual who will be attending the Board Meeting for this Grant Item: |
| Paul Duncan<br>Continuum of Care Manager<br>Office of Care Coordination<br>PDuncan@ochca.com<br>(714) 834-5185 |
Resolution ##--##.
County of Orange

AUTHORIZING RESOLUTION

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

A. WHEREAS the State of California (the "State"), California Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 12/31/2019 under the Pets Assistance and Support (PAS) program (program, or PAS program); and

WHEREAS Applicant will receive a PAS program grant to fund shelter, food, and veterinarian services, staffing and liability insurance related to providing those services.

B. WHEREAS the Department may approve funding allocations for the PAS program, subject to the terms and conditions of the NOFA, PAS program requirements and the Standard Agreement and other contracts between the Department and PAS program grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

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

2. Applicant is hereby authorized and directed to receive a PAS program grant, in an amount not to exceed $200,000 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PAS program funds for eligible activities as approved by the Department and in accordance with all program requirements, and other rules and laws, as well as in a manner
consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. The Director of OC Health Care Agency or designee is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the PAS program or the PAS program grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the County of Orange Board of Supervisors this 10th day of March 2020 by the following vote:

AYES: ______
ABSTENTIONS: ___
NOES: ______
ABSENT: ___

________________________________________
Signature of Approving Office
Michelle Steele, Chairwoman

________________________________________
ATTEST: __________________________________
Signature of Attesting Office
Robin Stieler, Clerk of the Board
MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Doug Chaffee, Fourth District Supervisor

Date: February 25, 2020

RE: Supplemental Agenda Item—Appointment to Emergency Medical Care Committee

Supervisor Doug Chaffee requests a Supplemental Agenda Item be placed on the March 10, 2020 Board of Supervisors meeting to appoint Luis Estevez to the Emergency Medical Care Committee, Fourth District Representative seat, for term ending 6/30/21.
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

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

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor’s Office at (714) 834-2206. Please print in ink or type.

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

Emergency Medical Care Committee

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Luis Estevez

First Name Middle Name Last Name

Orange

City

Zip Code

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER: City of Placentia

OCCUPATION/JOB TITLE: Director of Public Works

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☑ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

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

ORGANIZATION/SOCIETY                  FROM (MO./YR.)                  TO (MO./YR.)
International City/County Management Association  12/2001                  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.

Please see attached cover letter for detailed response.

DATE: 2/6/2020  APPLICANTS SIGNATURE:

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

Date Received: ______________________  Received by: ______________________  Deputy Clerk of the Board of Supervisors
Date referred: ______________________
To: □ BOS District 1  □ BOS District 2  □ BOS District 3  □ BOS District 4  □ BOS District 5
□ All BOS  □ BCC Contact Person Name ______________________
LUIS ESTEVEZ, M.P.A.

PROFILE
Customer service and results oriented local government leader with more than twenty years of high level local government experience. A proven track record of goal-oriented strategic planning and program management focusing on problem solving and big picture solutions to local government issues. Refined negotiation and leadership development skills along with a demonstrated ability to facilitate discussions and effectively communicate with, and reach consensus among divergent groups, outside agencies, and other local organizations. Politically astute, excellent sense of humor, and a strong proponent of the Council-Manager form of government with matching high ethical standards and a strong moral compass. Strong communication and interpersonal skills, and a leader who manages by expectations and leads by example.

EXPERIENCE

Director of Public Works, City of Placentia 2015-Present
Direct and lead the City's Public Works Department consisting of 30 employees providing a broad range of services to the community including street, park, landscape, facility, fleet and sewer system maintenance services along with engineering services including land development review, transportation management services, and delivery of the City's capital improvement program. Assisting with and leading certain aspects of the transition from the City's current fire and EMS services provider and the creation and implementation of the City's new Fire and Life Safety Department and Advanced Life Support (ALS) Emergency Medical Services (EMS). Prepared competitive request for proposals and contract scope of work for the provision of 911/ALS as well as prepared the City's proposal to create the new Fire Department and modernized fire protection and EMS service delivery model.

Deputy Director of Public Works, City of Seal Beach 2012 - 2015
Direct the City's field maintenance operations as well as water and sewer utility operations. Manage the work performed by 16 full-time and 6 part-time employees and an $8 million annual budget. Field operations encompass the following maintenance divisions currently under my direction:

- Fleet Maintenance: Maintenance and repair of 118 City vehicles and pieces of equipment. Responsible for the purchase and surplus of new City vehicles and equipment.
- Water Utility: Oversee the maintenance and management of the City's municipal water utility. The City's water system is comprised of 4 water wells, 2 reservoirs with 7 million gallons of water storage capacity, 2 booster stations and over 600 miles of water mainlines.
- Sewer Utility: Oversee the maintenance and management of the City's municipal sewer utility. The City's sewer system is comprised of 7 sewer pump stations and over 1,000 miles of sewer mainlines.
- Park and Landscape Maintenance: Oversee the maintenance of 16 City parks and approximately 45 acres of landscaped street medians and parkways.
- Street and Storm Drain Maintenance: Oversee street and right-of-way maintenance which includes pavement and concrete maintenance, pavement striping, legends and sign maintenance, and maintenance of 1,200 storm water catch basins as well as the City's storm water pump station.
- Beach Maintenance: Oversee maintenance of 2 miles of coastal beach area, municipal pier and parking lots and beach restrooms.
Facility Maintenance: Oversee maintenance and repairs of various City buildings, facilities and community centers

Administrative functions and responsibilities include:

- Analyze and implement operational and organizational changes and improvements.
- Oversee the management of eight separate maintenance service contracts.
- Developed employee recognition program and employee labor relations working group.
- Represent City on Metropolitan Water District and Orange County Water District committees.
- Develop annual division goals and objectives.
- Manage various capital improvement projects related to landscape and park improvements.
- Prepare and present City Council agenda reports.
- Prepare and issue Requests for Proposals, negotiate professional services contracts, and supervise work product of professional consultants.

**Public Works Manager, City of Lake Forest**  
**2007 - 2012**

Managed and directed the City’s Maintenance Division and Citywide maintenance operations as well as directed and managed the design and construction of major capital improvement projects in excess of $30 million, including an 86 acre sports complex, several streetscape projects, street rehabilitation and maintenance projects, and park renovation projects. Responsibilities included:

- Assisted Director of Community Services with the implementation of a 5-year, $8 million Strategic Business Plan for City-wide park and playground renovations. Participated in and lead community workshops and oversaw the preparation of engineered construction plans and bid documents for park improvements, construction activities and post-construction maintenance efforts. This program was completed on schedule and under budget.

- Managed fourteen separate service contracts for the maintenance and operation of the City’s fleet, facilities, and public property; parks and sports fields; medians, parkways and slopes; and, general right-of-way maintenance including streets, street sweeping, storm drain systems, urban forest and bus stops. Managed $1.7 million annual contract with the County of Orange for road maintenance and operations. Prepared an average of 40 City Council agenda reports each year.

- Lead annual development of the Maintenance Division’s goals and objectives through SWOT analysis, managed $5 million annual division operating budget

- Supervised five City and five County of Orange employees along with numerous professional consultants and contractors with varying degrees of responsibilities and assignments.

- Prepared and issued Requests for Proposals, negotiated professional services contracts, and supervised work product of professional consultants related to engineering, construction management, and landscape architecture services.

- Oversaw the City’s storm response efforts and coordinated response to storm-related emergencies, and reimbursement of storm-related expenditures with FEMA and Cal-OES.

- Developed and fulfilled a plan to secure over $5 million in grant funding for capital improvement projects including streets, parks and recreation, and aesthetic improvements.

- Significant Projects included:
Luis Estrella, MPA

Page 3 of 4

➢ Lake Forest Sports Park – Lead final design for the City’s master planned 86 acre sports complex and recreation center consisting of multiple sports fields, 27,000 square foot recreation center, concession buildings, playgrounds, restrooms and other site amenities.

➢ Street Rehabilitation – Organized and re-prioritized the City’s pavement maintenance efforts and repaved or slurry sealed 65% of the City’s total road network with a construction value of over $14 million. Secured $2.8 million in outside grant funding for several street rehabilitation projects.

➢ Streetscape Projects – Project manager for the Jeronimo Road, El Toro Road, and Rockfield Boulevard Streetscape Projects. Project management duties included preparation of streetscape master plans as well as engineered construction plans, construction documents and oversee construction efforts. Coordinated and managed significant public outreach efforts for these projects as well as secured $1.5 million in Federal Transportation Enhancement Activities Grant funding for all three projects.

Senior Management Analyst (Public Works Agency), City of Santa Ana 2004 – 2007

Managed the day-to-day operations of the Financial Services and Central Files division of the Public Works Agency as well as supervised a staff of one lead accounting assistant, three senior accounting specialists and two records specialists, in addition to providing leadership, mentoring, and staff development. Responsibilities included:

• Prepared and managed $90 million annual Agency budget including seven (7) enterprise funds. Conducted revenue and expenditure projections, analyzed expenditures and prepared annual budget policy proposals.

• Planned, directed and reviewed staff work plans and oversaw the development and implementation of annual goals and objectives.

• As a member of the City’s labor negotiating team for part-time labor contract, assisted in negotiating a new labor contract for part-time employees with SEIU.

• Prepared Public Works Agency Succession Plan and pilot implementation program.

• Managed administrative functions related to the City’s two waste hauling franchise agreements. Reviewed monthly refuse revenue reports, coordinated annual AB 939 reports, investigated and responded to resident concerns and complaints regarding waste hauling services.

Management Analyst (Community Development), City of Cerritos 2000 – 2004

Prepared and managed $5 million department budget, department programs and special projects; and conducted research and analysis to provide recommendations on routine and complex administrative, legislative and technical issues and presented findings to the City Manager, Planning Commission and City Council. Other responsibilities included:

• Prepared and presented a wide variety of staff reports, memorandums and presentations related to land-use planning, redevelopment and economic development to the City Council and Planning Commission.

• Supervised three City employees, temporary employees and consultants performing work for the City.

• Assisted customers at the public counter, in the field and over the telephone to resolve issues and concerns regarding land use planning, temporary use permits, and zoning regulations.
February 6, 2020

County of Orange
Doug Chaffee
Supervisor, Fourth District
333 W. Santa Ana Boulevard
Santa Ana, CA 92701

SUBJECT: Application for County of Orange Emergency Medical Care Committee

Dear Supervisor Chaffee:

It is my pleasure to submit my application and qualifications to represent the Fourth District on the Orange County Emergency Medical Care Committee. I believe the application of my unique skills, recent experience, and local government perspective would be a valuable asset to the Committee and Fourth District.

Since 2018, I have been a part of the City of Placentia’s implementation team working on a fire protection and Emergency Medical Service (EMS) service transition plan. The City’s new fire and EMS service model includes the establishment of the new Placentia Fire and Life Safety Department, and a new service contract with a private paramedic provider for the provision of 911/Advanced Life Support services. I was responsible for preparing the competitive Request for Proposals and contract scope of work for 911/ALS services and have been intimately involved in working with the Orange County Healthcare Agency in transitioning to our new service provider and preparing our organization to now become a health care services provider.

The City of Placentia views emergency medical services not only in terms of public safety but also in terms of healthcare services we provide to our community. As such, Placentia will work with its service provider and the Orange County Healthcare Agency to develop new innovative value-added emergency medical services such as community paramedicine programs and alternative transport programs that fundamentally change the way we deliver emergency medical services and the role it plays in the overall health of our community. The City has been a leader in addressing homelessness in our community and North Orange County and we have a unique perspective in how homelessness impacts a community’s health and its emergency medical resources. Our goal is to improve healthcare services to all segments of our community, including our most vulnerable members.
I believe my recent experience in implementing a new fire and EMS service model along with more than 20 years of local government experience provides me with a unique insight and perspective on how the interrelated parts of our emergency medical care system works within our communities, and local government’s role and responsibilities in delivering effective and financially sustainable public safety and healthcare services. I believe that experience would further the goals and mission of the County’s Emergency Medical Care Committee and I would represent your office and the Fourth District on this committee with distinction.

Should you or your staff have any questions with regard to my qualifications for this appointment, please do not hesitate to contact me any time at (714) 993-8120 or lestevez@placentia.org.

Sincerely,

[Signature]

Luis Estevez
Director of Public Works

cc: Damien R. Arrula, Placentia City Administrator
March 4, 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 March 10, 2020, Board Hearing.

Agency: Health Care Agency
Subject: Receive the Forthcoming Presentation
Districts: All Districts

Reason for supplemental: On March 2, 2020, your Honorable Board of Supervisors (Board) directed the Health Care Agency (HCA) to provide an update on the 2019 Novel Coronavirus (COVID-19) including outreach efforts. HCA is returning to the Board to provide this oral update. HCA will provide a comprehensive overview of COVID-19 planning and preparedness efforts at the March 24, 2020, Board Meeting.

Concur:

Michelle Steel, Chairwoman of the Board of Supervisors

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

MEETING DATE: 03/10/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All District
SUBMITTING AGENCY/DEPARTMENT: Health Care Agency
DEPARTMENT HEAD REVIEW: 
DEPARTMENT CONTACT PERSON(S): Dr. Nichole Quick (714) 834-5518
Richard Sanchez (714) 834-2830

CATEGORY: Discussion
PRIOR BOARD ACTION: 03/02/2020 #2

SUBJECT: Receive the Forthcoming Oral Update

RECOMMENDED ACTION(S):
Receive and file the forthcoming presentation.

BACKGROUND INFORMATION:
On March 2, 2020, your Honorable Board of Supervisors (Board) directed the Health Care Agency (HCA) to provide an update on the 2019 Novel Coronavirus (COVID-19) including outreach efforts. HCA is returning to the Board to provide this oral update. HCA will provide a comprehensive overview of COVID-19 planning and preparedness efforts at the March 24, 2020, Board Meeting.

FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

ATTACHMENT(S):
March 5, 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 March 10, 2020, Board Hearing.

Agency: County Executive Office
Subject: Amendment 1 to Contract with Westbound Communications
Districts: All Districts

Reason for supplemental: This item needs to be heard on March 10, 2020, because these funds for the Amendment 1 to Contract with Westbound Communications needs to be put in place to reach hard-to-count populations for the 2020 Census campaign, which begins March 12. 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: 3/10/2020
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Saul Viramontes (714) 834-4755
Jessica Witt (714) 834-7250

SUBJECT: Amendment Number One to Contract with Westbound Communications

CEO CONCUR [Signature] COUNTY COUNSEL REVIEW [Signature]

CLERK OF THE BOARD Discussion
3 Votes Board Majority

Budgeted: Yes Current Year Cost: $605,391 Annual Cost:
FY 2020-21 $454,044

Staffing Impact: N/A # of Positions: Sole Source: No
Current Fiscal Year Revenue: N/A
Funding Source: State: 100% (Census 2020 Office) County Audit in last 3 years No

Prior Board Action: 02/25/2020 #S16D, 12/17/2019 #S32B, 11/05/2019 #19, 05/21/2019 #S74B

RECOMMENDED ACTION(S)
Authorize the County Procurement Officer or authorized Deputy to execute Amendment Number One to Contract with Westbound Communications, Inc. for Advertising, Marketing & Public Relations Services for County General Business to amend the scope of work and to increase the contract amount by $1,059,435, effective upon Board approval through September 30, 2020, for a new contract total amount not to exceed $1,133,220.

SUMMARY:
Approval of Amendment Number One to the Contract with Westbound Communications, Inc. will assist the County of Orange in fulfilling contracted requirements with the State of California and direct the increased funding by the State of California to reach hard-to-count populations for the 2020 Census campaign.
BACKGROUND INFORMATION:

The County of Orange entered into a contract with the California Complete Count 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 ever 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 contracts.
- On February 25, 2020, the Board approved Amendment 1 to the 2020 Census Outreach Agreement with the CCC Office and accepted an additional $471,216.

The County had issued a Regional Cooperative Agreement with Westbound Communications, Inc. (Westbound) for Advertising, Marketing & Public Relations Services for County General Business, effective June 6, 2017. The County Executive Office executed a subordinate contract with Westbound to help guide the County and execute specific 2020 Census-related activities, effective February 27, 2020, through September 30, 2020, in an amount not to exceed $73,785 (Contract). All funding related to the Contract for the 2020 Census Outreach efforts is state funding that must be spent during the 2020 Census, which begins on March 12, 2020, and ends on July 31, 2020.

The County Executive Office is now seeking approval of Amendment Number One (Amendment) to the Contract with Westbound. The Amendment revises the services provided under the Contract, provides for additional services to be performed by Westbound and increases the total contract not to exceed amount by $1,059,435 to $1,133,220. The Amendment is comprised of two main types of services – Advertising, Marketing and Public Relations Services and Optional Services – which are discussed below.

1. Advertising, Marketing and Public Relations Services
   (Total Not to Exceed Amount is $313,200)

   Services will be expanded to include development, printing and coordinating of collateral materials including door hangers, posters, flyers and banners in various languages for internal County departments, contracted outreach partners and non-funded partners such as schools, cities and community-based organizations. The extended scope of work will help
the County prepare for activities needed to support County staff, census partners and the general public during the 2020 Census.

Strategies include media buys, social media campaigns, partner outreach, earned media, five Census Day events, promotional item production and distribution and project management support for the County Census Team.

2. Optional Services

The optional services consist of three types of services that may be performed by Contractor at the request of County and upon execution of an amendment. The County’s project manager will have authority to execute any such amendments up to the total maximum not to exceed amount for each type of optional services specified below.

A. Outreach Material & Print Allocation Management
   (Total Not to Exceed Amount is $195,615)

As a requirement for the additional funding received from the CCC Office, and approved by the Board on February 25, 2020, County is responsible for supporting additional print, collateral and advertising needs in Orange County. In order to accomplish this task with the flexibility and expediency required, the County Executive Office is contracting with Westbound to manage and procure all services related to printing, branding and promotional items.

The ability for the County Census Team to work through Westbound for branding and promotional deliverables will allow County to meet the needs of the campaign in a timely manner and support County’s 2020 Census partners.

B. Rapid Response Fund
   (Total Not to Exceed Amount is $300,620)

The County Executive Office is recommending that some of the 2020 Census funds be reserved as a Rapid Response Fund. The Rapid Response Fund will fulfill the County’s contractual requirement to provide Non-Response Follow-Up activities under the contract between County and the CCC Office.

Categories in the Rapid Response Fund are related to increasing response rates during the 2020 Census and are defined by the CCC Office as:

Providing in-language support at Questionnaire Assistance Centers and other outreach activities focused on motivating hardest to count communities to complete the census questionnaire; executing Census outreach activities in tracks (HTC 57+) where there are currently no activities planned; bolstering existing efforts in hardest to count census tracks to amplify the campaign’s call to action of completing the census questionnaire online; and establishing a contingency fund for rapid deployment of resources during the self-response and non-response follow-up period including, but not limited to, canvassing, phone banking and other census outreach activities that may be easily adjusted to focus on tracks that are below expected response rates.

C. Expansion Services for Advertising, Marketing & Public Relations
(Total Not to Exceed Amount is $250,000)

The expansion services are for additional 2020 Census Advertising, Marketing & Public Relations Services described in the Contract’s scope of work.

This contract does not currently include subcontractors or pass through to other providers. See Attachment C for Contract Summary Form.

FINANCIAL IMPACT:
Appropriations for this Contract are included in the FY 2019-20 Budget for Budget Control 017 and will be included in the budgeting process for future years.

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A – Amendment Number One to Contract with Westbound Communications, Inc.
Attachment B – Redline to Contract with Westbound Communications, Inc.
Attachment C – Contract Summary Form
AMENDMENT NUMBER ONE
TO SUBORDINATE CONTRACT NUMBER MA-017-20011300
FOR
ADVERTISING, MARKETING & PUBLIC RELATIONS SERVICES
COUNTY GENERAL BUSINESS

This Amendment Number One ("Amendment") to Contract Number MA-017-20011300 for Advertising, Marketing & Public Relations Services for County General Business is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County") and Westbound Communications, Inc., with a place of business at 625 The City Drive S. Ste. 480, Orange, CA 92868-6936 ("Contractor"). County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, County issued Regional Cooperative Agreement Number RCA-017-17010036 with Contractor for Advertising, Marketing & Public Relations Services for County General Business, effective June 6, 2017 through June 5, 2020; and,

WHEREAS, the Parties executed Contract Number MA-017-20011300 for Advertising, Marketing & Public Relations Services for County General Business, effective February 27, 2020 through September 30, 2020, in an amount not to exceed $73,785.00 ("Contract"); and,

WHEREAS, the Parties now desire to enter into this Amendment to revise the Contract's scope of work and to increase the Contract's total not to exceed amount; and

NOW, THEREFORE, County and Contractor agree to amend the Contract as follows:

1. Attachment B, Scope of Work, is deleted in its entirety and replaced with Attachment B attached hereto, which is incorporated herein by this reference.

2. Paragraph 3. Pricing and Compensation of the Contract is deleted in its entirety and replaced with the following:

"Pricing and Compensation: Contractor agrees to provide the services in the Scope of Work – Attachment B at the hourly rates specified in Attachment A.

Total compensation under this Contract shall not exceed $1,133,220.00.

Total compensation for each of the services provided shall not exceed the amounts listed in Table #1 and Table #2.

Table #1 – Advertising, Marketing & Public Relations Services

<table>
<thead>
<tr>
<th>Task</th>
<th>Total Maximum Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collateral production coordination</td>
<td>$30,000</td>
</tr>
<tr>
<td>Transaction coordination</td>
<td>$9,000</td>
</tr>
<tr>
<td>Pop ups for HTC non-responsive outreach</td>
<td>$52,000</td>
</tr>
<tr>
<td>Coordinate giveaways</td>
<td>$13,585</td>
</tr>
<tr>
<td>Public Information Officer meetings and prep</td>
<td>$5,500</td>
</tr>
<tr>
<td>Partner outreach</td>
<td>$12,000</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Media relations</td>
<td>$9,500</td>
</tr>
<tr>
<td>Social media</td>
<td>$7,500</td>
</tr>
<tr>
<td>Events (5 district events)</td>
<td>$93,900</td>
</tr>
<tr>
<td>Project management</td>
<td>$42,500</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$275,485</strong></td>
</tr>
<tr>
<td>Giveaway production</td>
<td>25,500</td>
</tr>
<tr>
<td>Transadaptation services</td>
<td>$22,000</td>
</tr>
<tr>
<td>Paid media for HTC non-responsive outreach</td>
<td>$24,000</td>
</tr>
<tr>
<td>Expenses for 5 district events ($8,000 per event)</td>
<td>$40,000</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$111,500</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$386,985</strong></td>
</tr>
</tbody>
</table>

Table #2 – Optional Services

<table>
<thead>
<tr>
<th>Optional Services</th>
<th>Total Maximum Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outreach Material &amp; Print Allocation Management</td>
<td>$195,615</td>
</tr>
<tr>
<td>Rapid Response Fund</td>
<td>$300,620</td>
</tr>
<tr>
<td>Expansion Services for Advertising, Marketing &amp; Public Relations</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

3. Paragraph 6 is added to the Contract as follows:

“**Optional Services**: County may at any time request Contractor perform the Optional Services described in Paragraph IV. Optional Services of Attachment B, Scope of Work, pursuant to the process outlined in this paragraph. County shall submit a written request to Contractor that specifies the desired optional services to the same degree of specificity as in the original Scope of Work. Contractor shall, not more than two (2) business days (or other mutually agreed upon period) after receiving the written request, provide County a firm proposal that specifies the cost and, if necessary, schedule for the desired optional services. All optional services shall be performed at the hourly rate set forth in Attachment A. Contractor will continue performing the services in accordance with the current Attachment B, Scope of Work, until both Parties otherwise agree to the requested services in an amendment. If County accepts Contractor’s proposal, Contractor shall provide the requested services for the cost stated in the proposal and subject to the terms and conditions of this Contract. County’s project manager shall have the authority of County to execute any and all such amendments up to the total maximum not to exceed amount set forth in Table #2 of Paragraph 3. Pricing and Compensation.”

This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever. Wherever there is a conflict in the terms or conditions between this Amendment and the Contract, the terms and conditions of this Amendment prevail. Except as amended herein, all other terms and conditions of the Contract remain unchanged and remain in full force and effect.
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Subordinate Contract on the dates shown opposite their respective signatures below.

WESTBOUND COMMUNICATIONS, INC.*

*Pursuant to California Corporations Code Section 313, If the Contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

Scott Smith President
Print Name Title 3/4/20
Signature Date

Carrie Guiberteau Secretary
Print Name Title 3/4/20
Signature Date

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

COUNTY OF ORANGE A political subdivision of the State of California

Print Name Deputy Purchasing Agent Title
Signature Date

APPROVED AS TO FORM:
County Counsel
By M. Wald Date 3/4/2020
Deputy

ATTACHMENT B
SCOPE OF WORK

I. OVERVIEW

The Contractor shall provide the County with Advertising, Marketing & Public Relations Services for the 2020 Census campaign that includes integrated marketing and communications efforts that target hard-to-count (HTC) audiences in Orange County.

II. CONTRACTOR RESPONSIBILITIES / PROGRAM ELEMENTS

A. Collateral:

1. Contractor will perform an audit of all existing state-aggregated collateral pieces
2. Secure vector art of the County of Orange seal from the County Census team
3. Fact Sheets
   a) Three (3) one-page documents in each of the 12 threshold languages:
      (1) WHAT: What the Census is, and why it’s important.
      (2) HOW: How to complete the Census.
      (3) SAFETY: You are safe—Census data is confidential.
4. Printed collateral will be produced in six (6) languages, with the following pairs being front and back:
   a) English/Spanish
   b) Vietnamese/Korean
   c) Mandarin/Cantonese
5. Contractor to recommend printed quantities for each front-and-back piece.
6. All twelve (12) languages will be available digitally:
   a) Spanish
   b) Vietnamese
   c) Korean
   d) Chinese
   e) Farsi
   f) Tagalog
   g) Mandarin
   h) Japanese
   i) Khmer
   j) Cantonese
   k) Min Nan Chinese
7. Contractor will arrange trans-adaption services for all of these languages.
   a) Contractor will coordinate approvals on all Vietnamese advertisements Public Relations with District 1 via Public Information Officer and the County Census team
8. Printed materials will be taken to County departments with highest HTC interactions; Contractor will coordinate with the County Census team.
9. Printed materials will be given to the six (6) partners performing grassroots outreach; Contractor will coordinate with the County Census team.
10. Electronic collateral will be shown at a PIO meeting on March 14 and made available via the County intranet.

B. Multi-language doorhanger that has a call-to-action in each of the 12 threshold languages.

C. Design posters in each of the 12 threshold languages to be available digitally.
   1. Determine proper sets of dimensions; create 2-3 size options
   2. WBC to provide low-cost print vendors for partners to order as needed.
3. Trans-adapted California For All logo to be used on various materials.

D. Design banners in each of the 12 threshold languages to be available digitally.
   1. Determine proper sets of dimensions; create 2-3 size options
   2. WBC to provide low-cost print vendors for partners to order as needed.
   3. Trans-adapted California For All logo to be used on various materials.

E. Create tear-off flyers for bulletin boards in locations frequented by HTC populations.

III. Internal Communications

A. Lanyards
   1. Contractor will manage the design, production, and distribution of 10,000 County-branded
      breakaway lanyards to County employees, prioritizing agencies with strong HTC
      engagement.
   2. Contractor will manage the design, production, and distribution of 10,000 County-branded,
      double-sided “Ask Me about the Census” plastic background cards to County employees.
      a) Back of the card will have FAQs and shortcut tips for employees to help HTCs and
         other target audiences complete the Census (e.g., QAC kiosk, online website, etc.)

B. Online Toolkit
   1. Populate with digital versions of all fact sheets
   2. Place other important resources, such as city- and school-produced videos and Eureka
      educational videos
   3. Create social media toolkit with sample posts, graphics, infographics, etc.
      a) Identify channels to support (e.g., Facebook, Instagram, Twitter, LinkedIn, etc.)

C. Present materials to County Public Information Officers
   1. Training (as needed) with agencies with high-HTC engagement, including but not limited
      to Health Care Agency, Social Service Agency, OC Community Resources, John Wayne
      Airport, and Office on Aging
   2. Determine how to distribute lanyards and printed fact sheets to various agencies

IV. External Communications

A. Non-Responsive Outreach
   1. Create hyper-local target media buy plans based on non-responsive target areas
      a) Design creative
      b) Implement in market
      c) Measure effectiveness; run and provide reports for County Census team review
   2. Develop pop-up schedule for non-responsive HTC blocks as needed; coordinate street
      teams to facilitate.

B. Partner Outreach
   1. Co-Branding Opportunities
      a) Align with Ark Marketing on leveraging its co-branding buys with Angels, Ducks,
         Disney, etc. for Census Egg Hunt items; schedule introductory call to investigate
         opportunities
   2. CalOptima
      a) Contractor to contact its client contacts to determine opportunities for deeper
         engagement with the agency’s facilities
   3. OCTA
      a) Determine state of County’s ask and whether Contractor’s assistance is needed
      b) If yes, work with the County’s contacts to determine what paid or in-kind
         advertising opportunities exist
C. Ongoing Media Relations
1. Develop media story angles with the County Census team
2. Write, edit, and finalize news announcements, as determined
3. Coordinate outreach efforts and spokesperson(s) with the County Census team
4. Perform media management tasks: pitch media; arrange briefings; and perform required follow-up action items; etc.
   a) Write prep materials for spokesperson(s)
   b) Coach spokesperson(s), as needed
   c) Write interview recap document, including secured coverage
5. Perform any other media relations activities as designated by the County Census team

D. Social Media
1. Create Facebook Audience Network presence for social media advertising purposes
2. Design and populate dedicated OC Census channels, if needed
3. Perform live posting at district events and others (when present)
4. Write and coordinate posts through five (5) districts for countywide egg hunts

V. Giveaways
A. Research and recommend Census-branded giveaways to the County Census team
   1. Provide costs and suggested quantities for each item; current recommendations include a reusable grocery bag; pop socket for mobile phones; flashlight on a keychain; pill box; air freshener; rice paddle; and toiletry kit.
   2. Arrange order with vendor with County Census team

B. Coordinate payment and intake of ordered items with County Census team

C. Distribute items to partners and County agencies, as needed

D. Perform second-round identification and ordering of additional giveaways, as needed

VI. Events
A. Plan and conduct five (5) district Census egg hunts
   1. Coordinate with the Census Comms team and all five district staffs on supervisor comments
   2. Determine other parameters of each event
      a) Arrange thousands of eggs at each event
      b) Augment with eggs with Census stickers and in-kind donations.

B. Countywide Census Egg Hunt Concept
   1. Conduct a countywide egg hunt that would occur throughout April to drive media and public awareness.
   2. Manage contest that incents people to search for grand-prize egg that includes a cash prize and/or in-kind giveaways from the Angels, Ducks, Disneyland, Knotts Berry Farm, etc.
   3. Arrange egg-hiding in each district.
   4. Perform media outreach about the contest.
   5. Explore filming the reactions of those who find the golden egg in each district.
   6. Secure support from County parks and libraries to participate in egg hunt.
      a) Create talking points document/guidelines to circulate among county personnel who interact with public.
      b) Distribute document; provide hotline number for any questions that arise.
   7. Coordinate use of 714 number with Charitable Ventures; arrange introduction with the County Census team.
a) Determine clues and keywords; arrange/perform trans-adaption; schedule delivery of clues, etc.

8. Write a project brief to be presented on February 27.

C. Perform pop-up small events/tabling in block with low responses as weeks progress into non-responsive period.

D. Assist with any other event activities as designated by the County Census team

VII. **CONTRACTOR PROJECT MANAGEMENT TASKS**
A. Convert scope of work into project management task list with step-by-step deliverables with timelines, task owners, and interdependencies
   1. Secure Asana project management system credentials from the County Census team
   2. Enter tasks into Asana
   3. Ongoing upload of assets into project management system
   4. Perform revision management of all assets

B. Ongoing maintenance of the project management task list

C. Generate progress reports for the County Census team, as needed

VIII. **OPTIONAL SERVICES**
A. **Outreach Material & Print Allocation Management**

As a requirement for the additional funding received from the CCC Office, and approved by the Board on February 25, 2020, the County is responsible for supporting additional print, collateral, and advertising needs in Orange County. Contractor shall manage and procure all services related to printing, branding, and promotional items for the 2020 Census.

B. **Rapid Response Fund**

The Rapid Response Fund will fulfill the County’s contractual requirement to provide Non-Response Follow-Up activities required under the contract between County and the CCC Office.

Categories in the Rapid Response Fund are related to increasing response rates during the 2020 Census and are defined by the CCC Office as:

Providing in-language support at Questionnaire Assistance Centers and other outreach activities focused on motivating hardest to count communities to complete the census questionnaire; executing Census outreach activities in tracks (HTC 57+) where there are currently no activities planned; bolstering existing efforts in hardest to count census tracks to amplify the campaign’s call to action of completing the census questionnaire online; and establishing a contingency fund for rapid deployment of resources during the self-response and non-response follow-up period, including but not limited to canvassing, phone banking, and other census outreach activities that may be easily adjusted to focus on tracks that are below expected response rates.

C. **Expansion Services for Advertising, Marketing & Public Relations**
The expansion services are for additional 2020 Census Advertising, Marketing & Public Relations Services described in this Attachment B.
AMENDMENT NUMBER ONE
TO SUBORDINATE CONTRACT NUMBER MA-017-20011300
BETWEEN
COUNTY EXECUTIVE OFFICE
AND
WESTBOUND COMMUNICATIONS, INC.
FOR
ADVERTISING, MARKETING & PUBLIC RELATIONS SERVICES
COUNTY GENERAL BUSINESS

This Subordinate Amendment Number One (“Amendment”) to Contract Number MA-017-20011300 (hereinafter referred to as “Contract”) for Advertising, Marketing & Public Relations Services for County General Business is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”) and Westbound Communications, Inc., with a place of business at 625 The City Drive S. Ste. 480, Orange, CA 92868-6936 (hereinafter referred to as “Contractor”). County and Contractor may be referred to individually as “Party” or collectively as “Parties”.

ATTACHMENTS

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

Attachment A – Regional Cooperative Agreement Number RCA-017-17010036
Attachment B – Scope of Work

RECITALS

WHEREAS, County of Orange, County Procurement Office issued a Regional Cooperative Agreement Number RCA-017-17010036 with Westbound Communications, Inc. Contractor for Advertising, Marketing & Public Relations Services for County General Business, effective June 6, 2017 through June 5, 2020; and,

WHEREAS, the Parties executed Contract Number MA-017-20011300 for Advertising, Marketing & Public Relations Services for County General Business, now in effect; and,

WHEREAS, County Executive Office desires to enter into this Subordinate Contract for Advertising, Marketing & Public Relations Services; and

WHEREAS, Contractor agrees to provide Advertising, Marketing & Public Relations Services, to the County in accordance with the terms and conditions set forth in the Regional Cooperative Agreement Number RCA-017-17010036 and provide services and rates per Attachment B attached hereto and incorporated herein; and

NOW, THEREFORE, both Parties mutually agree as follows:

ARTICLES

11. Scope of Contract: This Subordinate Contract specifies the contractual terms and conditions by which the County will procure Advertising, Marketing & Public Relations Services for County
General Business from Contractor, as set forth herein and in accordance with the terms and conditions of the RCA Number RCA-017-17010036.

**Term of Subordinate Contract:** Effective February 27, 2020 through September 30, 2020, unless otherwise terminated by the County, in an amount not to exceed $73,785.00 (“Contract”); and,

**WHEREAS,** the Parties now desire to enter into this Amendment to revise the Contract’s scope of work and to increase the Contract’s total not to exceed amount; and

**NOW, THEREFORE,** County and Contractor agree to amend the Contract as follows:

1. Attachment B, Scope of Work, is deleted in its entirety and replaced with Attachment B attached hereto, which is incorporated herein by this reference.

2. Paragraph 3. Pricing and Compensation of the Contract is deleted in its entirety and replaced with the following:

   **“Pricing and Compensation:** Contractor agrees to provide the services at the rates specified below in the Scope of Work – Attachment B – at the hourly rates specified in Attachment A.

Total compensation under this Subordinate Contract shall not exceed $73,785,133,220.00.

Total compensation for each of the services provided shall not exceed the amounts listed in Table #1 and Table #2.

**Table #1 – Advertising, Marketing & Public Relations Services**

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost/Total Maximum Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collateral production coordination</td>
<td>$1430,000</td>
</tr>
<tr>
<td>Transadaptation coordination</td>
<td>$29,000</td>
</tr>
<tr>
<td>Pop ups for HTC non-responsive outreach</td>
<td>$52,000</td>
</tr>
<tr>
<td>Coordinate giveaways</td>
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<td>Events (5 district events)-planning</td>
<td>$4,200/93,900</td>
</tr>
<tr>
<td>Project management</td>
<td>$9,000/42,500</td>
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<td><strong>Subtotal</strong></td>
<td><strong>$41,285,275,485</strong></td>
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<tr>
<td><strong>Buy-Outs</strong></td>
<td><strong>Budget</strong></td>
</tr>
<tr>
<td>Giveaway production</td>
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<td><strong>$32111,500</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$73,785,386,985</strong></td>
</tr>
</tbody>
</table>

**Table #2 – Optional Services**
3. Paragraph 6 is added to the Contract as follows:

“Optional Services: County may at any time request Contractor perform the Optional Services described in Paragraph IV. Optional Services of Attachment B, Scope of Work, pursuant to the process outlined in this paragraph. County shall submit a written request to Contractor that specifies the desired optional services to the same degree of specificity as in the original Scope of Work. Contractor shall, not more than two (2) business days (or other mutually agreed upon period) after receiving the written request, provide County a firm proposal that specifies the cost and, if necessary, schedule for the desired optional services. All optional services shall be performed at the hourly rate set forth in Attachment A. Contractor will continue performing the services in accordance with the current Attachment B. Scope of Work, until both Parties otherwise agree to the requested services in an amendment. If County accepts Contractor’s proposal, Contractor shall provide the requested services for the cost stated in the proposal and subject to the terms and conditions of this Contract. County’s project manager shall have the authority of County to execute any and all such amendments up to the total maximum not to exceed amount set forth in Table #2 of Paragraph 3. Pricing and Compensation.”

15. This Notice: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County: County of Orange
County Executive Office/Administration
Attn: Molly Nichelson, Public Information Manager
333 W. Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701
Phone: (714) 834-7218
Email: molly.nichelson@ocgov.com

cc: County of Orange
County Executive Office/County Procurement Office
Attn: Sapreena Leoso, County Deputy Purchasing Agent
1300 S. Grand Ave., Bldg. A, 2nd Floor
Santa Ana, CA 92705-4434
Phone: 714-567-7363
Email: Sapreena.Leoso@ocgov.com

Contractor: Westbound Communications, Inc.
Attn: Scott Smith, CEO/President
625 The City Drive S., Ste. 480
16. **Invoicing:** Invoices are to be submitted to:

- County of Orange
- County Executive Office/Finance
- 333 W. Santa Ana Blvd., 3rd Floor
- Santa Ana, CA 92701

Contractor shall reference Subordinate Contract Number MA-017-20011300 on invoices. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever. Wherever there is a conflict in the terms or conditions between this Amendment and the Contract, the terms and conditions of this Amendment prevail. Except as amended herein, all other terms and conditions of the Contract remain unchanged and remain in full force and effect.
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this [Subordinate Contract Amendment] on the dates shown opposite their respective signatures below.

WESTBOUND COMMUNICATIONS, INC.*

*Pursuant to California Corporations Code Section 313, if the Contracting party if Contractor is a corporation, two (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
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<tr>
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</tr>
</tbody>
</table>

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COUNTY OF ORANGE A political subdivision of the State of California

Deputy Purchasing Agent

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>
ATTACHMENT A

Regional Cooperative Agreement (RCA) Number RCA 017-17010036

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APPROVED AS TO FORM:
County Counsel

By ____________________________
        Deputy

Date ____________________________
ATTACHMENT B
SCOPE OF WORK

I. OVERVIEW

The Contractor shall provide the County with Advertising, Marketing & Public Relations Services for the 2020 Census campaign that includes integrated marketing and communications efforts that target hard-to-count (HTC) audiences in Orange County.

II. CONTRACTOR RESPONSIBILITIES / PROGRAM ELEMENTS

A. Collateral:
   1. Contractor will perform an audit of all existing state-aggregated collateral pieces
   2. Secure vector art of the County of Orange seal from the County Census team
   3. Fact Sheets
      a) Three (3) one-page documents in each of the 12 threshold languages:
         (1) WHAT: What the Census is, and why it’s important.
         (2) HOW: How to complete the Census.
         (3) SAFETY: You are safe—Census data is confidential.
   4. Printed collateral will be produced in six (6) languages, with the following pairs being front and back:
      a) English/Spanish
      b) Vietnamese/Korean
      c) Mandarin/Cantonese
   5. Contractor to recommend printed quantities for each front-and-back piece.
   6. All twelve (12) languages will be available digitally:
      a) Spanish
      b) Vietnamese
      c) Korean
      d) Chinese
      e) Farsi
      f) Tagalog
      g) Mandarin
      h) Japanese
      i) Khmer
      j) Cantonese
      k) Min Nan Chinese
   7. Contractor will arrange trans-adaption services for all of these languages.
   8. Printed materials will be taken to County departments with highest HTC interactions; Contractor will coordinate with the County Census team.
   9. Printed materials will be given to the six (6) partners performing grassroots outreach; Contractor will coordinate with the County Census team.
  10. Electronic collateral will be shown at a PIO meeting on March 14 and made available via the County intranet.

B. Multi-language doorhanger that has a call-to-action in each of the 12 threshold languages.
C. Design posters in each of the 12 threshold languages to be available digitally.
  1. Determine proper sets of dimensions; create 2-3 size options
  2. WBC to provide low-cost print vendors for partners to order as needed.
  3. Trans-adapted California For All logo to be used on various materials.

D. Design banners in each of the 12 threshold languages to be available digitally.
  1. Determine proper sets of dimensions; create 2-3 size options
  2. WBC to provide low-cost print vendors for partners to order as needed.
  3. Trans-adapted California For All logo to be used on various materials.

E. Create tear-off flyers for bulletin boards in locations frequented by HTC populations.

II. III. Internal Communications

C. A. Lanyards
  1. Contractor will manage the design, production, and distribution of 10,000 County-branded breakaway lanyards to County employees, prioritizing agencies with strong HTC engagement.
  2. Contractor will manage the design, production, and distribution of 10,000 County-branded, double-sided “Ask Me about the Census” plastic background cards to County employees.

C. B. Online Toolkit
  1. Populate with digital versions of all fact sheets
  2. Place other important resources, such as city- and school-produced videos and Eureka educational videos
  3. Create social media toolkit with sample posts, graphics, infographics, etc.
    a) Identify channels to support (e.g., Facebook, Instagram, Twitter, LinkedIn, etc.)

C. Present materials to County Public Information Officers
  1. Training (as needed) with agencies with high-HTC engagement, including but not limited to Health Care Agency, Social Service Agency, OC Community Resources, John Wayne Airport, and Office on Aging
  2. Determine how to distribute lanyards and printed fact sheets to various agencies

II. IV. External Communications

A. Non-Responsive Outreach
  1. Create hyper-local target media buy plans based on non-responsive target areas
    a) Design creative
    b) Implement in market
    c) Measure effectiveness; run and provide reports for County Census team review
  2. Develop pop-up schedule for non-responsive HTC blocks as needed; coordinate street teams to facilitate.

B. Partner Outreach
  1. Co-Branding Opportunities
    a) Align with Ark Marketing on leveraging its co-branding buys with Angels, Ducks, Disney, etc. for Census Egg Hunt items; schedule introductory call to investigate opportunities
  2. CalOptima
    a) Contractor to contact its client contacts to determine opportunities for deeper engagement with the agency’s facilities
3. **OCTA**
   a) Determine state of County’s ask and whether Contractor’s assistance is needed
   b) If yes, work with the County’s contacts to determine what paid or in-kind advertising opportunities exist

**D.C.** Ongoing Media Relations

1. Develop media story angles with the County Census team
2. Write, edit, and finalize news announcements, as determined
3. Coordinate outreach efforts and spokesperson(s) with the County Census team
4. Perform media management tasks: pitch media; arrange briefings; and perform required follow-up action items; etc.
   a) Write prep materials for spokesperson(s)
   b) Coach spokesperson(s), as needed
   c) Write interview recap document, including secured coverage
5. Perform any other media relations activities as designated by the County Census team

**D. Social Media**

1. Create Facebook Audience Network presence for social media advertising purposes
2. Design and populate dedicated OC Census channels, if needed
3. Perform live posting at district events and others (when present)
4. Write and coordinate posts through five (5) districts for countywide egg hunts

**H.V. Giveaways**

**E.A.** Research and recommend Census-branded giveaways to the County Census team

1. Provide costs and suggested quantities for each item; current recommendations include a reusable grocery bag; pop socket for mobile phones; flashlight on a keychain; pill box; air freshener; rice paddle; and toiletry kit.

   1. Arrange first-round order with vendor with County Census team

**B.** Coordinate payment and intake of ordered items with County Census team

**C.** Distribute items to partners and County agencies, as needed

**D.** Perform second-round identification and ordering of additional giveaways, as needed.

**H.VI. Events**

**E.A.** Develop plan for **Plan and conduct** five (5) district Census egg hunts

1. Coordinate with the Census Comms team and all five district staffs on supervisor comments

   1. Determine other parameters of each event
      a) Arrange thousands of eggs at each event
      b) Augment with eggs with Census stickers and in-kind donations.

**E.B.** Countywide Census Egg Hunt Concept

1. Conduct a countywide egg hunt that would occur throughout April to drive media and public awareness.
2. Manage contest that incent people to search for grand-prize egg that includes a cash prize and/or in-kind giveaways from the Angels, Ducks, Disneyland, Knotts Berry Farm, etc.
3. Arrange egg-hiding in each district.
4. Perform media outreach about the contest.
5. Explore filming the reactions of those who find the golden egg in each district.
6. Secure support from County parks and libraries to participate in egg hunt.
a) Create talking points document/guidelines to circulate among county personnel who interact with public.
b) Distribute document; provide hotline number for any questions that arise.

7. Coordinate use of 714 number with Charitable Ventures; arrange introduction with the County Census team.
   a) Determine clues and keywords; arrange/perform trans-adaption; schedule delivery of clues, etc.

2-8. Write a project brief to be presented at the County’s request February 27.

C. CONTRACTOR: Perform pop-up small events/tabling in block with low responses as weeks progress into non-responsive period.

D. Assist with any other event activities as designated by the County Census team

III. VII. CONTRACTOR PROJECT MANAGEMENT TASKS

B. A. Convert scope of work into project management task list with step-by-step deliverables with timelines, task owners, and interdependencies
   1. Secure Asana project management system credentials from the County Census team
   2. Enter tasks into Asana
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   4. Perform revision management of all assets

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A. Outreach Material & Print Allocation Management

As a requirement for the additional funding received from the CCC Office, and approved by the Board on February 25, 2020, the County is responsible for supporting additional print, collateral, and advertising needs in Orange County. Contractor shall manage and procure all services related to printing, branding, and promotional items for the 2020 Census.

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C. **Expansion Services for Advertising, Marketing & Public Relations**
   The expansion services are for additional 2020 Census Advertising, Marketing & Public Relations Services described in this Attachment B.
CONTRACT SUMMARY FORM
WESTBOUND COMMUNICATIONS, INC.

SUMMARY OF SIGNIFICANT CHANGES

The Amendment revises the services provided under the Contract, provides for additional services to be performed by Westbound, and increases the total contract not to exceed amount by $1,059,435 to $1,133,220.

The Amendment is comprised of two main types of services – Advertising, Marketing and Public Relations Services and Optional Services.

Advertising, Marketing and Public Relations Services

- Expanded Scope of Work to include increased capacity for media buys, social media campaigns, partner outreach, earned media, five Census Day events, promotional item production and distribution, and project management support for the County Census Team

Optional Services

- A New Provision – Paragraph IV – the County Project Manager is given authority to execute amendments for the Optional Services up to the total maximum not to exceed amount stated in the amendment.
- Optional Services – this section of the amendment allows the County Project Manager to request additional print and outreach materials, establishes a Rapid Response Fund, and allows for an expansion of services, if additional Census funding is still available
  - The print allocation funding was provided by the State for the purposes of supporting Census partners. Working through Westbound will allow the County to meet the needs of the campaign in a timely manner
  - The Rapid Response Fund is a mechanism for the County to quickly deploy resources for the self-response and non-response follow-up period, including, but not limited to, canvassing, phone banking, and other census outreach activities that may be easily adjusted to focus on tracks that are below expected response rates
  - The Expansion of Services request allows the County Project Manager to reallocate unspent funding from other state-funded Census activities to this Contract to help ensure that all Census funding is spent in accordance with the contract with the State of California

SUBCONTRACTORS

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

<table>
<thead>
<tr>
<th>Company Name &amp; Address</th>
<th>Contact Name and Telephone Number</th>
<th>Project Function</th>
</tr>
</thead>
</table>

Page 1 of 3
Total compensation under this Contract shall not exceed $1,133,220.00.

Table #1 – Advertising, Marketing & Public Relations Services

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost Total Maximum Not to Exceed</th>
</tr>
</thead>
<tbody>
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<td>Collateral production coordination</td>
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<td><strong>Total</strong></td>
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Table #2 – Optional Services
<table>
<thead>
<tr>
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<tr>
<td>Outreach Material &amp; Print Allocation Management</td>
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<tr>
<td>Rapid Response Fund</td>
<td>$300,620</td>
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<tr>
<td>Expansion Services for Advertising, Marketing &amp; Public Relations</td>
<td>$250,000</td>
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</tbody>
</table>

**TOTAL NOT TO EXCEED CONTRACT AMOUNT:** $1,133,220
March 5, 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 March 10, 2020, Board Hearing.

Agency: Health Care Agency
Subject: Memorandum Of Understanding Between The County And The Cities Of Buena Park And Placentia
Districts: 2, 4

Reason for supplemental: The Supplemental Agenda Staff Report must be heard by the Board of Supervisors on March 10, 2020, because Placentia and Buena Park are scheduled to open their navigation centers in March and April 2020 respectively. The proposed funding for the navigation centers will support their start-up and operating costs and bring a needed resource to provide services to those experiencing homelessness in the North Service Planning Area. 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: 03/10/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2, 4
SUBMITTING AGENCY/DEPARTMENT: Health Care Agency
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Paul Dunham (714) 345-5185
Richard Sanchez (714) 834-2830

SUBJECT: Memorandum of Understanding between the County and the Cities of Buena Park and Placentia

CEO CONCUR: [Signature]
COUNTY COUNSEL REVIEW: Approve as to Form
CLERK OF THE BOARD Discussion: 3 Votes Board Majority

Budgeted: Yes
Current Year Cost: See Financial Impact Section
Annual Cost: See Financial Impact Section

Staffing Impact: No
Current Fiscal Year Revenue: N/A
Funding Source: State: 7% (Homeless, Housing, Assistance and Prevention); GF: 93%

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


RECOMMENDED ACTION(S):
Authorize the County Executive Officer or designee to execute a Memorandum of Understanding between the County of Orange and the Cities of Buena Park and Placentia to establish a cooperative funding agreement for the operation of Navigation Centers effective upon full execution and expiring 10 years from their respective operation dates.

SUMMARY:
Approval of the Memorandum of Understanding will establish a cooperative funding agreement for the operation of the Navigation Centers in the Cities of Buena Park and Placentia that will serve individuals experiencing homelessness in the North Service Planning Area.

BACKGROUND INFORMATION:
The Homeless Emergency Aid Program (HEAP) was established by the State of California to provide Continuums of Care (CoC) and local governments with one-time flexible block grant funds to address the homelessness crisis in their communities. For a capital project to be eligible for HEAP funding, the capital project must be located in a city that has declared a shelter crisis.

On September 25, 2018, your Honorable Board of Supervisors (Board) approved OC Community Resources to submit a Grant Application for HEAP funding in the amount of $15,568,715.

On November 20, 2018, the Board adopted the following HEAP funding recommendations for two capital improvement projects in the Cities of Buena Park and Placentia, both of which declared a shelter crisis:

<table>
<thead>
<tr>
<th>City</th>
<th>Amount</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Buena Park</td>
<td>$6,412,300</td>
<td>A capital improvement project to create 150 to 200 emergency shelter beds and serve the entire North Service Planning Area (SPA)</td>
</tr>
<tr>
<td>City of Placentia</td>
<td>$5,650,000</td>
<td>A capital improvement project to create 80 to 100 emergency shelter beds and serve the entire North SPA</td>
</tr>
</tbody>
</table>

On April 23, 2019, the Board executed agreements with the City of Buena Park and Placentia for the capital improvement projects to serve those individuals experiencing homelessness in the North SPA.

To provide a more regionally focused response to those experiencing homelessness, the North SPA executed a Memorandum of Understanding (North SPA MOU) amongst the cities in the North SPA that established a multi-jurisdictional approach for the construction and operation of the Navigation Centers in Buena Park and Placentia. The North SPA MOU establishes a collaborative relationship amongst the North SPA cities and is an opportunity to increase coordination among partners.

The Health Care Agency (HCA) supports the efforts of the North SPA in their collaboration and coordination and establishment of two new Navigation Centers to serve those experiencing homelessness. HCA recommends allocating $625,000 General Fund annually for 10 years to each of the cities of Buena Park and Placentia for the operation of their Navigation Centers. As part of the attached proposed joint MOU with the County of Orange (County), the cities have agreed to operate their sites for 10 years from the respective operation start dates of their Navigation Centers. The first annual payment of $625,000 to each city will be due within 30 days of full execution of the MOU.

Additionally, as part of the cities’ joint MOU with the County, HCA recommends the Board approve the payment of $1 million in one-time Homeless Housing, Assistance and Prevention Program (HHAP) funds to the City of Buena Park within 90 days of full execution of the MOU to assist with the associated costs of rehabilitation for the Buena Park Navigation Center.

HCA also agrees in the attached MOU to distribute the Senate Bill 2 Year 2 Permanent Local Housing Allocation for the North SPA small cities to the providers to assist in the operations of the Buena Park and Placentia Navigation Centers. The expected annual amount for each of the 10 years is $507,350 for the North SPA small cities combined, but distributed funds may vary year to year.

The Buena Park City Council approved the MOU on February 25, 2020, and expect a late spring/early summer opening for the Buena Park Navigation Center.
The Placentia City Council approved the MOU on July 23, 2019, and granted the City Administrator authorization to make non-substantive amendments as necessary and execute the agreement on behalf of the City, in a form approved by the City Attorney. The Placentia Navigation Center is scheduled to open March 2020.

By approving this MOU, the Buena Park and Placentia Navigation Centers will contribute to the overall System of Care to provide needed emergency shelter beds and supportive services to engage those experiencing homelessness in the North SPA. The funding allocations detailed in the MOU complement the Board’s direction and ongoing efforts in addressing the needs of those experiencing homelessness.

Due to the urgency of the timeframe and need to distribute the funds to the North SPA, the proposed MOU is submitted to the Board less than 30 days prior to the start date.

HCA requests the Board approve the MOU between the County and the Cities of Buena Park and Placentia as referenced in the Recommended Action.

FINANCIAL IMPACT:

HCA submitted a request for HHAP funding to the California Homeless Coordinating and Financing Council on February 15, 2020. Applications are anticipated to be awarded within 60 days of application completion and funds are anticipated to be disbursed 30 days following award. HCA will work with the County Executive Office Budget Office to ensure appropriations and revenue for this Agreement can be absorbed in Budget Control 042 or transferred from the Miscellaneous Fund Contingency in the FY 2019-20 Third Quarter Budget Report, and will be included in the budgeting process for future years. Should another funding source become available for the ongoing payments to Buena Park and Placentia, those funds will be used to offset the General Fund impact.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>State HHAP</th>
<th>County General Fund (or other funding source) for Buena Park</th>
<th>County General Fund (or other funding source) for Placentia</th>
<th>TOTAL</th>
</tr>
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<tr>
<td>FY 2019-20</td>
<td>$1,000,000</td>
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<tr>
<td>FY 2022-23</td>
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<td>$625,000</td>
<td>$1,250,000</td>
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<tr>
<td>TOTAL</td>
<td>$1,000,000</td>
<td>$6,250,000</td>
<td>$6,250,000</td>
<td>$13,500,000</td>
</tr>
</tbody>
</table>

STAFFING IMPACT:

N/A
ATTACHMENT(S):
Attachment A – MOU between the County, Buena Park and Placentia
Attachment B – Senate Bill 2 Building Homes and Jobs Act
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between the County of Orange, a political subdivision of the State of California ("County"), and the City of Buena Park, a municipal corporation; and the City of Placentia, a municipal corporation; (the aforementioned cities are sometimes referred to hereinafter individually as "City" and collectively as "Cities." References to "Cities" shall include both Cities and each individual "City." The term "City," therefore, unless otherwise identified, shall mean either of the Cities). The Cities and County are sometimes referred to hereinafter individually as "Party" and collectively as the "Parties."

RECITALS

A. The Cities and County have been working cooperatively to assist and address issues related to homelessness. To that end, the City of Buena Park has selected a homeless shelter site ("Buena Park Site"), identified in Exhibit 1 to assist with the temporary housing of individuals experiencing homelessness. The City of Placentia has selected a homeless shelter site ("Placentia Site"), identified in Exhibit 1 to assist with the temporary housing of individuals experiencing homelessness. The Buena Park Site and the Placentia Site are individually referred to hereinafter as "Site" and collectively as "Sites." The term "Site," therefore, unless otherwise identified, shall refer to either of the Sites.

B. The Parties agree that in order to address the issues related to homelessness, the Cities have committed to the operate their respective Sites as identified in Exhibit 1, and that the County will provide funding to the Cities for the operation of their Sites.

C. To that end, the County has agreed to provide Six Hundred Twenty-Five Thousand dollars ($625,000) to each City based on the terms and conditions as set forth in this MOU and in accordance with the payment schedule set forth in Exhibit "2" ("Operation Funds"). County further agrees to provide the City of Buena Park with a onetime payment of One Million dollars ($1,000,000.00) to be used by the City of Buena Park for the renovation and rehabilitation and/or construction of the City of Buena Park’s Site ("Rehabilitation Funds"). The Operation Funds and Rehabilitations Funds are collectively referred to hereinafter as "Funds."

D. The Cities have agreed to operate their respective Sites as an emergency homeless shelter for a minimum of ten (10) years from the Operation Date, as defined below.

E. The purpose of this MOU is to provide the basic understanding between the Parties with respect to the Funds and to set forth basic provisions that the Parties contemplate, including minimum requirements regarding the operation of the Sites by the Cities.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties hereto agree as follows:
I. Exhibits:

This MOU is comprised of this document and the following exhibits, which are attached hereto and incorporated herein by this reference into this MOU:

Exhibit 1 – List of Sites
Exhibit 2 – Payment Schedule
Exhibit 3 – Drug Free Workplace Certification

II. Term, Termination, and Recapture:

A. Term: This MOU shall be effective as of the date the last of the Parties has executed the same, or the date on which the County Board of Supervisors’ approves the Memorandum, whichever occurs later (“Effective Date”). Unless terminated pursuant to the provisions of Paragraphs B and C below, this MOU shall expire with each City on the 10th anniversary of each City’s Operation Date. “Operation Date” shall mean the date on which a respective Site starts operating as a year-around emergency homeless shelter.

B. Termination:

In addition to any other remedies or rights it may have by law, the Parties have the right to immediately terminate this MOU without penalty for cause, or after 60 days’ written notice without cause. Cause shall be defined as any material breach of any provision of this MOU, any misrepresentation or fraud on the part of any of the Parties, or termination by the County pursuant to Section IV.F., below. The Parties may exercise their right to terminate the MOU, for cause, without liability, fee, cost, expense, penalty, or charge of any kind. If the County exercises its right to terminate this MOU, for cause or without cause, with only one of the Cities, or in the event that only one City exercises its right to terminate for cause or without cause, all requirements set forth in this MOU shall remain in full force and effect between the County and the non-terminated City.

C. Recapture of Funds:

(1) If either or both of the Cities cease to operate their respective Sites as required under this MOU, whether or not this MOU has previously been terminated, the City who ceased operation shall return to the County: one-twelfth (1/12) of Six Hundred Twenty Five Thousand dollars (i.e., Operation Funds) received by that City for each month remaining in the County’s fiscal year the Operation Funds were intended for, from the date that the applicable City ceased operation of their respective Site.

(2) If the County in its sole discretion, which cannot be unreasonable, determines that any portion of the Rehabilitation Funds has been used by the City of Buena Park for any purpose other than construction, renovation, or rehabilitation of the City of Buena Park’s Site, the County has a right to terminate this MOU immediately and that the City of
Buena Park is required to return to the County all or portions of the Operation Funds pursuant to this Section II. C. and shall return to the County an amount equal to the Rehabilitation Funds used for any purpose other than construction, renovation, or rehabilitation of the City of Buena Park's Site.

(3) Upon receipt of a notice of demand to recapture Funds (for any reason identified in this MOU and this Section II.C), the City or Cities have 60 days to return all or portions of the Funds identified in this Section II. C. to the County. All references to the fiscal year in this MOU shall be the County’s fiscal year starting July 1 of each year and ending June 30 of the following year.

III. CITY’S RESPONSIBILITIES:

A. Each City shall provide the County with thirty (30) days’ prior written notice of its intended Operation Date for its respective Site (“Notice of Operation Date”). The receipt of Notice of Operation Date is condition precedent that should be met before County can distribute the Second Payment, as defined below, to the Cities. The actual Operation Date shall be confirmed in writing by each City, upon request by County.

B. Each City shall operate its respective Site as a low barrier year-round emergency homeless shelters for ten (10) years from each City’s respective Operation Date (“Operation Term”). In the event that any of the Cities procure an operator to operate the Sites, the Cities shall provide the County with the name of the operator and the Cities must procure the operator, pursuant to requirements as set forth in the applicable local, state and federal statutes and regulations including but not limited to requirements set forth pursuant to and related to the source of the Funds identified by the County. If the source of Funds that County identified for its payment under this MOU, impacts the Cities’ eligible activities or Cities’ operation of their shelters, under this MOU, the County will notify the Cities in writing of the source of the Funds. After receiving such notice, the notified City must comply with all applicable local, state, federal statutes and regulation and all other applicable requirements of the source of the Funds within 60 days.

C. Each City warrants, represents, and covenants that the Funds will be used for the operation of the its respective Site and rehabilitation, renovation or construction of the City of Buena Park’s Site, and cannot be used for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU. Each City hereby warrants, represents, and covenants that each City will comply with all applicable local, state or federal guidelines, regulations, requirements and statutes and/or as required under the laws or regulations relating to the source of the Funds to be transferred by the County to the Cities pursuant to this MOU.

D. In operating the Sites, the Cities shall be responsible for acquiring and complying with all necessary land use approvals, permits and licenses required for the acquisition, renovation, and/or operation of the Sites. Each City shall provide the County with the copies of all approvals, permits and licenses within 30 days of a written request by the County. The City of Buena Park shall maintain the copies of all invoices and documents related to the use of Rehabilitation Funds, and shall provide to County the copies of all such invoices and documents related to construction,
renovation, or rehabilitation of the City of Buena Park’s Site and use of Rehabilitation Funds, within 30 days of a written request by the County.

E. Each City must maintain records related to the operation and finance of the Sites for five (5) years and agree to provide the records to the County within 30 days of the County’s request.

F. In the event that City of Placentia fails to operate its Site for Operation Term or fails to fulfill its responsibilities as defined under this MOU, the City of Placentia shall return all or prorated amount of Operation Funds pursuant to Recapture of Fund provision above.

G. In the event that City of Buena Park fails to operate its Site for Operation Term, or fails to fulfill its responsibilities as defined under this MOU, the City of Buena Park shall return all or prorated amount of Operation Funds and/or Rehabilitation Funds pursuant to Recapture of Fund provision above.

IV. COUNTY’S RESPONSIBILITY:

A. First Payment of Operation Funds: Within 30 days from the Effective Date of this MOU, County shall provide the Cities with the first payment of Six Hundred Twenty Five Thousand dollars each (“First Payment”). The First Payment can be used for costs associated with both operation of the Cities respective Sites and/or startup costs.

B. Second Payment of Operation Funds:

(1) Within thirty days after the receipt of Notice of Operation Date from the City of Buena Park, or within 30 days after the start of County’s fiscal year 2020-2021, whichever is later, County will provide the City of Buena Park, with a payment of Six Hundred Twenty Five Thousand dollars (“City of Buena Park’s Second Payment”).

(2) Within thirty days after the receipt of Notice of Operation Date from the City of Placentia, or within 30 days after the start of County’s fiscal year 2020-2021, whichever is later, County will provide the City of Placentia with a payment of Six Hundred Twenty Five Thousand dollars (“City of Placentia’s Second Payment”).

City of Buena Park Second Payment and City of Placentia’s Second Payment are collectively referred to in this MOU as Second Payment.

C. Subsequent Payments of Operation Funds: Subject to all other requirements and provisions of this MOU, subsequent to the Second Payment, and on an annual basis for 8 payments only, the County will provide each City that remains in full compliance with the requirements of this MOU with an annual payment of Six Hundred Twenty-Five Thousand dollars ($625,000.00) (i.e. Operation Funds) pursuant to Payment Schedule, Exhibit 2 (Subsequent Payments’). Cities acknowledge and understand that such subsequent payments are contingent on the Cities remaining in full compliance with the terms and conditions of this MOU throughout the Term of
this MOU. Cities acknowledge that subsequent to the County’s last payment, the Cities shall continue operating their Site for the Operation Term as defined in this MOU.

D. One Time Payment Rehabilitation Funds to City of Buena Park: Within 90 days after full execution of this MOU, County will pay City of Buena Park, One Million dollars ($1,000,000.00) to be used by the City of Buena Park for the construction, rehabilitation or renovation of the City of Buena Park respective Site (i.e. “Rehabilitation Funds”). If the source of Rehabilitation Funds that County identified for its payment under this MOU, impacts the City of Buena Park’s eligible activities, under this MOU, the County will notify the City of Buena Park in writing of the source of the Rehabilitation Funds. After receiving such notice, the City of Buena Park must comply with all applicable local, state, federal statutes and regulation and all other applicable requirements of the source of the Rehabilitation Funds within sixty (60) days.

E. Parties hereby acknowledge that the County may provide the Funds solely subject to the requirements set forth in this MOU to the Cities.

F. Parties acknowledge and agree that County is only obligated to provide the Operation Funds each year, subsequent to, and contingent upon, annual approval of the County’s budget by the Orange County Board of Supervisors. Cities acknowledge and agree that Operation Funds or portions of the Operation Funds for this MOU may be contingent upon inclusion of sufficient funding for the County’s performance hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate or modify this MOU without any liability, fee, cost, expense, penalty, or charge of any kind except that in the event of a termination of this MOU pursuant to this section, the County shall provide 60 days’ worth of funds, and thereafter shall have no further obligations hereunder.

G. County and City of Buena Park acknowledge and agree that County is only obligated to provide the Rehabilitation Funds subsequent to, and contingent upon, approval of the County’s budget by the Orange County Board of Supervisors. City of Buena Park acknowledges and agrees that Rehabilitation Funds for this MOU may be inclusion of sufficient funding for the County’s performance hereunder, in the budget approved by County’s Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this MOU without any liability, fee, cost, expense, penalty, or charge of any kind.

H. If either of the Cities are in Default, the Defaulting City shall return all or a prorated amount of Funds received by the Defaulting City, pursuant to Recapture of Funds Section of this MOU. Each of the Cities will be in material breach of this Memorandum, if prior to transfer of any portion of the Funds or throughout the Term of this MOU, any of the Cities, among other things: (1) fail to operate their respective Site as an emergency homeless shelter; or (2) fail to comply with any of the requirements set forth in this MOU, or (3) the City of Buena Park fails to use Rehabilitation Funds for rehabilitation, renovation or construction of its Site.

I. The obligations and participation of the County under this MOU shall be limited solely to the discretionary issuance of the Funds to the Cities in accordance with the requirements
of this MOU or the terms/legal requirements of the source of the Funds. The Parties agree the County’s (inclusive of the County’s affiliates, subcontractors, employees, officers, directors, elected and appointed officials, and those special districts and agencies which County’s Board of Supervisors acts as the governing Board) liability arising under or related to this MOU, is limited and disclaimed in full and/or to the maximum extent allowed by law, whichever is more limiting. In no event shall the County (inclusive of the County’s affiliates, subcontractors, employees, officers, directors, elected and appointed officials, and those special districts and agencies which County’s Board of Supervisors acts as the governing Board) be liable or responsible for any type of claim, damage (including but not limited to exemplary, punitive, indirect incidental, and consequential damages), or liability regardless of the form of the action or the theory of recovery, whether in contract or in tort or otherwise.

J. For the term of the Memorandum of Understanding between the North Service Planning Area cities, which is anticipated to be ten years from the Effective Date of this MOU, the County agrees to distribute any annual allocation of SB 2 funding for Permanent Local Housing Allocation that it receives from the State of California for the cities of Cypress, Brea, Stanton, La Palma, Los Alamitos and Villa Park (“North SPA Small Cities”) to the North SPA treasurer to assist the Cities with the operation of their Sites. Cities are responsible to inform the County to stop making the annual payments if the Memorandum of Understanding between the North Service Planning Area cities terminates earlier. If County is not a recipient of the SB2 funding for Permanent Local Housing Allocation for the North SPA Small Cities, County’s obligation to comply with the requirements of this section I will terminate. The County agrees to timely take such actions as necessary and work with the Cities in good faith to apply for and obtain such funding.

V. MISCELLANEOUS

A. The City of Buena Park agrees to indemnify, defend with counsel approved in writing by the County, and hold the County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands, liability of any kind or nature, including but not limited to personal injury or property damage, misuse of Funds, anything arising from or related to this MOU. If judgment is entered against the City of Buena Park and the County by a court of competent jurisdiction because of the negligence of the County or the County Indemnitees, the City of Buena Park and the County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. The City of Placentia agrees to indemnify, defend with counsel approved in writing by the County, and hold the County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands, liability of any kind or nature, including but not limited to personal injury or property damage, misuse of Operation Funds, anything arising from or related to this MOU. If judgment is entered against the City of Placentia and the County by a court of competent jurisdiction because of the negligence of the County or the County Indemnitees, the City of Placentia and the County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
C. Cities shall have no right to assign this MOU without the express written approval of the County. This MOU shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns and legal representatives.

D. This MOU (including for the purpose of clarity, the recitals, to this MOU), and its Exhibits, collectively contain the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental agreements or contracts by any County employee or agents, shall not be valid or binding on County unless accepted in writing by County Executive Officer or his designee.

E. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on any of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

F. The Cities warrant, represent, and covenant that performance required of the Cities individually and collectively under this MOU shall fully comply, at each of the City’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to each of the City’s performance at the time of the said performance. The Cities acknowledge that the County is relying on the Cities to ensure such compliance, and pursuant to the requirements of paragraphs A and B of Section V above, each City agrees that it shall defend, indemnify and hold the County and the County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

G. The Cities hereby certify compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 3, attached hereto and incorporated herein by reference.

H. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given as follows:

Cities: City of Placentia
401 E. Chapman Ave.
Placentia, CA
Attention:

City of Buena Park
6650 Beach Blvd.
Buena Park, CA
Attention:

County: County of Orange/County Executive Office
All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Memorandum, addressed in any other fashion shall be deemed not given.

I. In any action or proceeding to enforce or interpret any provision of this MOU, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney’s fees, costs and expenses.

J. Each Party warrants, represents, and covenants that the execution, delivery and performance of this MOU have been duly authorized by all necessary action of such Party’s governing board, and the person executing this MOU on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.

K. The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this MOU. In the event of any legal action to enforce or interpret this Contract, the laws of state of California shall apply.

L. Any Party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

M. Each Party agrees that the insurance held by the other, whether commercial or self-insurance, is sufficient for the purpose of this MOU. The Cities acknowledge and agree that in its performance under this MOU, and operation of the Sites, it shall require all of its contractors and subcontractors to carry adequate insurance as specified in any and all applicable local, state and federal laws, and regulations depending the source of the Funds.

N. The Cities warrant, represent, and covenant that they have not, and will not, engage in any activities that would create a conflict of interest between Cities (or any of their employees, agents, or subcontractors) and the best interests of the County. Cities shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Cities; the Cities employees, agents, and subcontractors associated with this MOU. The Cities efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering
gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

O. The Cities shall remain independent from the County and neither the Cities, their employees, nor anyone working under the Cities shall be considered an agent or an employee of County. Neither the Cities, their employees nor anyone working under the Cities shall qualify for workers’ compensation or other fringe benefits of any kind through the County.

P. This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement.

Q. The Parties acknowledge and agree that individuals signing this MOU have the authority to commit the Party they represent to the terms of this MOU, and do so commit by signing.

R. Parties acknowledge and agree that provisions related to indemnification in this MOU shall survive the expiration of this MOU.

S. Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the City of Buena Park shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this MOU. The rates are available from the Director of the Department of Industrial Relations at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The City of Buena Park shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The City of Buena Park shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

CITY OF PLACENTIA, CALIFORNIA

By: __________________________
    Damien R. Arrula
    City Administrator

CITY OF BUENA PARK, CALIFORNIA

By: __________________________
    Jim Vanderpool
    City Manager
COUNTY OF ORANGE

By: ____________________________
   Frank Kim
   Chief Executive Officer

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

By ____________________________
   Deputy

Date: 02/25/2020
Exhibit 1

Below is the list of the Sites that are subject of this MOU:

1. Buena Park Emergency Shelter - 6490 Caballero Boulevard, Buena Park CA 90620
2. City of Placentia Emergency Shelter - 731 S. Melrose Street, Placentia CA 92870

Should the location of any of these Sites changes, the Cities agree that they will provide written notice to the County at minimum 60 days prior to change of location. The Cities further agree and acknowledge that each City must operate at least one emergency homeless shelter during the Term of this MOU, subject to the Termination and Recapture of Fund provisions hereof.
Exhibit 2
Payment Schedule

County shall have no obligation to pay any sum in excess of total amount specified herein unless authorized by written amendment signed by both Parties. No two payments identified in this Exhibit can be distributed to the Cities in one fiscal year.

<table>
<thead>
<tr>
<th>Payment No.</th>
<th>Fiscal Year</th>
<th>Payment Date</th>
</tr>
</thead>
<tbody>
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<td>1</td>
<td>2019-2020</td>
<td>Within 30 days of the full execution of the MOU</td>
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<td>2</td>
<td>2020-2021</td>
<td>On or before July 31, 2020 or Within 30 days of receipt of Notice of Operation Date whichever is later</td>
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<td>10</td>
<td>2028-2029</td>
<td>On or before July 31, 2028</td>
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1 The Fiscal Years identified in this Exhibit may be subject to change depending on when Cities provide their respective Notice of Operation Date and when they receive their Second Payment.
Exhibit “3”

Drug Free Workplace Certification
Senate Bill No. 2

CHAPTER 364

An act to add Section 27388.1 to the Government Code, and to add Chapter 2.5 (commencing with Section 50470) to Part 2 of Division 31 of the Health and Safety Code, relating to housing, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 29, 2017. Filed with Secretary of State September 29, 2017.]

LEGISLATIVE COUNSEL'S DIGEST

SB 2, Atkins. Building Homes and Jobs Act.

Under existing law, there are programs providing assistance for, among other things, emergency housing, multifamily housing, farmworker housing, home ownership for very low and low-income households, and downpayment assistance for first-time home buyers. Existing law also authorizes the issuance of bonds in specified amounts pursuant to the State General Obligation Bond Law. Existing law requires that proceeds from the sale of these bonds be used to finance various existing housing programs, capital outlay related to infill development, brownfield cleanup that promotes infill development, and housing-related parks.

This bill would enact the Building Homes and Jobs Act. The bill would make legislative findings and declarations relating to the need to establish permanent, ongoing sources of funding dedicated to affordable housing development. The bill would impose a fee, except as provided, of $75 to be paid at the time of the recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, per each single transaction per single parcel of real property, not to exceed $225. By imposing new duties on counties with respect to the imposition of the recording fee, the bill would create a state-mandated local program. The bill would require that a county recorder quarterly send revenues from this fee, after deduction of any actual and necessary administrative costs incurred by the county recorder, to the Controller for deposit in the Building Homes and Jobs Fund, which the bill would create within the State Treasury.

The bill would, upon appropriation by the Legislature, except as provided, require (1) for moneys collected on and after January 1, 2018, and until December 31, 2018, that 50% of the moneys deposited in the fund be made available to local governments for specified purposes, and 50% made available to the Department of Housing and Community Development to assist persons experiencing or at risk of homelessness, and (2) for moneys collected on and after January 1, 2019, that 70% of the moneys deposited in the fund be provided to local governments in accordance with a specified formula and 30% made available to the department for specified purposes,
including a continuous appropriation of moneys to the California Housing
Finance Agency for the purpose of creating mixed income multifamily
residential housing for lower to moderate income households, as provided.
The bill would also provide that funds allocated to a local government that
does not have a documented plan to expend certain moneys allocated to it
within 5 years would revert and be deposited in the Housing Rehabilitation
Loan Fund, to be used for specified purposes. By continuously appropriating
moneys for use by the California Housing Finance Agency, this bill would
make an appropriation. The bill would require that 20% of all moneys in
the fund be expended for affordable owner-occupied workforce housing,
and that moneys in the fund allocated to local governments be expended to
support affordable housing, home ownership opportunities, and other
housing-related programs, as specified. The bill would impose certain
auditing and reporting requirements.

The California Constitution requires the state to reimburse local agencies
and school districts for certain costs mandated by the state. Statutory
provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for
a specified reason.

This bill would declare that it is to take effect immediately as an urgency
statute.

Appropriation: yes.

The people of the State of California do enact as follows:

SECTION 1. This act shall be known as the Building Homes and Jobs Act.

SEC. 2. (a) The Legislature finds and declares that having a healthy
housing market that provides an adequate supply of homes affordable to
Californians at all income levels is critical to the economic prosperity and
quality of life in the state.

(b) The Legislature further finds and declares all of the following:

(1) Funding approved by the state’s voters in 2002 and 2006, as of June
2015, has financed the construction, rehabilitation, and preservation of over
14,000 shelter spaces and 245,000 affordable homes. These numbers include
thousands of supportive homes for people experiencing homelessness. In
addition, these funds have helped tens of thousands of families become or
remain homeowners. Nearly all of the voter-approved funding for affordable
housing has been awarded.

(2) The requirement in the Community Redevelopment Law that
redevelopment agencies set aside 20 percent of tax increment for affordable
housing generated roughly $1 billion per year. With the elimination of
redevelopment agencies, this funding stream has disappeared.

(3) In 2014, the Legislature committed 10 percent of ongoing
cap-and-trade funds for affordable housing that reduces greenhouse gas
emissions and dedicated $100 million in one-time funding for affordable
housing.
multifamily and permanent supportive housing. In addition, the people of California thoughtfully approved the repurposing of $600 million in already committed bond funds for the creation of affordable rental and permanent supportive housing for veterans through the passage of Proposition 41.

(4) In 2015, the Legislature approved $2 billion in revenue bonds for the construction and rehabilitation of permanent supportive housing for homeless individuals with mental illness through the “No Place Like Home” initiative and increased funding for the CalWORKs Housing Support Program to $47 million per year. Another $45 million was directed to Emergency Solutions Grants to fund rapid rehousing, outreach, shelters, and homeless prevention and $10 million was provided to reduce homelessness among families who are part of the child welfare system.

(5) Despite these investments, the need for affordable housing in the State of California greatly exceeds the available resources, demonstrated by the Public Policy Institute of California finding that, as of January 2016, 31.5 percent of mortgaged homeowners and 47 percent of all renters are spending more than 35 percent of their household incomes on housing.

(6) California has 12 percent of the United States population, but 20 percent of its homeless population. California has the highest percentage of unsheltered homeless in the nation, with 64 percent of homeless Californians not having shelter. California has 24 percent of the nation’s homeless veterans population and one-third of the nation’s chronically homeless population. California also has the largest population of unaccompanied homeless children and youth, with 28 percent of the national total.

(7) Furthermore, four of the top 10 metropolitan areas in the country with the highest rate of homelessness are in the following metropolitan areas in California: San Jose-Sunnyvale-Santa Clara, Los Angeles-Long Beach-Santa Ana, Fresno, and Stockton.

(8) California continues to have the second lowest homeownership rate in the nation, and the Los Angeles metropolitan area is now a majority renter area. In fact, five of the eight lowest homeownership rates are in metropolitan areas in California.

(9) Los Angeles and Orange Counties have been identified as the epicenter of overcrowded housing, and numerous studies have shown that children in crowded homes have poorer health, worse scores on mathematics and reading tests, and higher rates of depression and behavioral problems—even when poverty is taken into account.

(10) Millions of Californians are affected by the state’s chronic housing shortage, including seniors, veterans, people experiencing chronic homelessness, working families, people with mental, physical, or developmental disabilities, agricultural workers, people exiting jails, prisons, and other state institutions, survivors of domestic violence, and former foster and transition-aged youth.

(11) California has 109 federally recognized tribes and 723,000 residents with Native American ancestry, the largest number of tribes and residents in the United States. Due to historic dislocation and lack of housing choices,
most do not live on tribal lands and those who do live in severely substandard, overcrowded homes lacking quality water and sewer services at rates greater than the general population.

(12) Low rates of teacher recruitment and retention have been exacerbated by many factors, including housing. In high housing cost areas, low teacher recruitment and retention rates are largely a consequence of salaries insufficient to cover housing costs. In rural areas, rental housing is often unavailable. In both instances, the long commute faced by teachers and other classified employees further pushes school employees to leave their position or the profession entirely. School employee housing provides a tool that school districts can use to recruit and retain qualified teachers.

(13) Eight of the top 10 hardest hit cities by the foreclosure crisis in the nation were in California. They include the Cities of Stockton, Modesto, Vallejo, Riverside, San Bernardino, Merced, Bakersfield, and Sacramento.

(14) California’s workforce continues to experience longer commute times as persons in the workforce seek affordable housing outside the areas in which they work. If California is unable to support the construction of affordable housing in these areas, congestion problems will strain the state’s transportation system and exacerbate greenhouse gas emissions.

(15) Many economists agree that the state’s higher than average unemployment rate is due in large part to massive shrinkage in the construction industry from 2005 to 2009, including losses of nearly 700,000 construction-related jobs, a 60-percent decline in construction spending, and an 83-percent reduction in residential permits. Restoration of a healthy construction sector will significantly reduce the state’s unemployment rate.

(16) The lack of sufficient housing impedes economic growth and development by making it difficult for California employers to attract and retain employees.

(17) To keep pace with continuing demand, the state should identify and establish a permanent, ongoing source or sources of funding dedicated to affordable housing development. Without a reliable source of funding for housing affordable to the state’s workforce and most vulnerable residents, the state and its local and private housing development partners will not be able to continue increasing the supply of housing after existing housing bond resources are depleted.

(18) The investment will leverage billions of dollars in private investment, lessen demands on law enforcement and dwindling health care resources as fewer people are forced to live on the streets or in dangerous substandard buildings, and increase businesses’ ability to attract and retain skilled workers.

(19) In order to promote housing and homeownership opportunities, the recording fee imposed by this act shall not be applied to any recording made in connection with a sale of real property. Purchasing a home is likely the largest purchase made by Californians, and it is the intent of this act to not increase transaction costs associated with these transfers.

SEC. 3. Section 27388.1 is added to the Government Code, to read:
(a) (1) Commencing January 1, 2018, and except as provided in paragraph (2), in addition to any other recording fees specified in this code, a fee of seventy-five dollars ($75) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars ($225). “Real estate instrument, paper, or notice” means a document relating to real property, including, but not limited to, the following: deed, grant deed, trustee’s deed, deed of trust, reconveyance, quit claim deed, fictitious deed of trust, assignment of deed of trust, request for notice of default, abstract of judgment, subordination agreement, declaration of homestead, abandonment of homestead, notice of default, release or discharge, easement, notice of trustee sale, notice of completion, UCC financing statement, mechanic’s lien, maps, and covenants, conditions, and restrictions.

(2) The fee described in paragraph (1) shall not be imposed on any real estate instrument, paper, or notice recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code or on any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.

(b) The county recorder shall remit quarterly, on or before the last day of the month next succeeding each calendar quarterly period, the fees, after deduction of any actual and necessary administrative costs incurred by the county recorder in carrying out this section, to the Controller for deposit in the Building Homes and Jobs Trust Fund established by Section 50470 of the Health and Safety Code, to be expended for the purposes set forth in that section. In addition, the county shall pay to the Controller interest, at the legal rate, on any funds not paid to the Controller before the last day of the month next succeeding each quarterly period.

(c) If the Department of Housing and Community Development determines that any moneys derived from fees collected are being allocated by the state for a purpose not authorized by Section 50470 of the Health and Safety Code, the county recorder shall, upon notice of the determination, immediately cease collection of the fees, and shall resume collection of those fees only upon notice that the moneys derived from the fees collected are being allocated by the state only for a purpose authorized by Section 50470 of the Health and Safety Code.

SEC. 4. Chapter 2.5 (commencing with Section 50470) is added to Part 2 of Division 31 of the Health and Safety Code, to read:

50470. (a) (1) There is hereby created in the State Treasury the Building Homes and Jobs Trust Fund. All interest or other increments resulting from the investment of moneys in the fund shall be deposited in the fund, notwithstanding Section 16305.7 of the Government Code.

(2) Moneys in the Building Homes and Jobs Trust Fund shall not be subject to transfer to any other fund pursuant to any provision of Part 2 (commencing with Section 16300) of Division 4 of Title 2 of the Government Code, except to the Surplus Money Investment Fund.

(b) Moneys in the Building Homes and Jobs Trust Fund shall be appropriated either through the annual Budget Act, or as provided in this subdivision, in accordance with the following:

(1) Moneys collected on and after January 1, 2018, and until December 31, 2018, shall, upon appropriation by the Legislature, be allocated as follows:

(A) Fifty percent of deposits into the fund shall be made available for local governments to update planning documents and zoning ordinances in order to streamline housing production, including, but not limited to, general plans, community plans, specific plans, sustainable communities strategies, and local coastal programs. Eligible uses also include new environmental analyses that eliminate the need for project-specific review and local process updates that improve and expedite local permitting.

(i) Five percent of the funds specified by this subparagraph shall be available for technical assistance to jurisdictions updating specified planning documents. Technical assistance shall be provided by the department and the Governor’s Office of Planning and Research.

(ii) The funds to be allocated pursuant to this subparagraph shall be held by the department until a local government submits a request for use. The request shall include a description of the proposed use of the funds in the interest of accelerating housing production. The proposed use of these funds shall be included in the local government’s funding plan and annual reports pursuant to subclauses (II) and (III) of clause (ii) of subparagraph (B) of paragraph (2). Any of these funds not allocated by the department within the first two years that those funds are available shall be made available by the department for the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675)).

(B) Fifty percent of deposits into the fund shall be made available to the department to assist persons experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, navigation centers, and the new construction, rehabilitation, and preservation of permanent and transitional rental housing.

(C) The department shall ensure geographic equity in the distribution and expenditure of funds allocated pursuant to this paragraph.
(2) Moneys collected on and after January 1, 2019, shall be allocated as follows:

(A) Twenty percent of all moneys in the fund shall, upon appropriation by the Legislature, be expended for affordable owner-occupied workforce housing.

(B) (i) Seventy percent of moneys deposited in the fund shall, upon appropriation by the Legislature, be made available to local governments as follows:

(I) Ninety percent of the moneys specified in this subparagraph shall be allocated based on the formula specified in Section 5306 of Title 42 of the United States Code, in accordance with the distribution of funds pursuant to that formula for the federal Fiscal Year 2017, except that the portion allocated to nonentitlement areas pursuant to that section shall be distributed through a competitive grant program, administered by the department, as follows:

(ia) The department shall award priority points to a county that has a population of 200,000 or less within the unincorporated areas of the county, to a local government that did not receive an award based on the formula specified in Section 5306 of Title 42 of the United States Code in 2016, and to a local government that pledges to use the money awarded pursuant to a competitive grant under this subclause to assist persons experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, navigation centers, and the new construction, rehabilitation, and preservation of permanent and transitional rental housing.

(ib) Moneys awarded to a local government pursuant to the competitive grant program shall be used for the purposes specified in subparagraph (D).

(II) The remaining 10 percent of the moneys specified in this subparagraph shall be allocated equitably among local jurisdictions that are nonentitlement areas pursuant to the formula specified in Section 5306 of Title 42 of the United States Code for federal Fiscal Year 2017.

(ii) To receive moneys pursuant to this subparagraph, local governments shall document minimum standards including the following:

(I) Submit a plan to the department detailing the manner in which allocated funds will be used by the local government in a manner consistent with this paragraph and to meet the local government’s unmet share of the regional housing needs allocation.

(II) Have a compliant housing element with the state and submit a current annual report pursuant to Section 65400 of the Government Code.

(III) Submit an annual report to the department that provides ongoing tracking of the uses and expenditures of any allocated funds.

(IV) Funds may be expended for the uses listed in subparagraph (D). Two or more local governments that receive an allocation pursuant to this subparagraph may expend those moneys on a joint project that is an authorized use under subparagraph (D).

(V) Prioritize investments that increase the supply of housing to households that are at or below 60 percent of area median income, adjusted for household size.
(VI) If a local government does not have a documented plan to expend the moneys allocated to it pursuant to this subparagraph within five years of that allocation, those moneys shall be exempt from the allocation requirements in this paragraph and shall revert to, and be paid and deposited in, the Housing Rehabilitation Loan Fund established pursuant to Section 50661 to be used for the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675)) or for technical assistance for local governments.

(VII) A local government may petition the department to return any moneys allocated to it pursuant to this subparagraph. Any moneys returned pursuant to this clause shall be used for the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675)).

(C) Thirty percent of moneys deposited in the fund shall be made available to the department for use as follows:

(i) Five percent of the moneys deposited in the fund shall, upon appropriation by the Legislature, be used for state incentive programs, including loans and grants administered by the department. If the department receives insufficient funding applications for incentive programs financed pursuant to this clause, the department shall make those funds available for the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675)).

(ii) Ten percent of the moneys deposited in the fund shall, upon appropriation by the Legislature, be used to address affordable homeownership and rental housing opportunities for agricultural workers and their families.

(iii) Fifteen percent of the moneys deposited in the fund shall, notwithstanding any other provision of this section or Section 13340 of the Government Code, be continuously appropriated to the California Housing Finance Agency for the purpose of creating mixed income multifamily residential housing for lower to moderate income households pursuant to Chapter 6.7 (commencing with Section 51325) of Part 3.

(D) The moneys in the fund allocated to local governments may be expended for the following purposes:

(i) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low, very low, low-, and moderate-income households, including necessary operating subsidies.

(ii) Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas.

(iii) Matching portions of funds placed into local or regional housing trust funds.

(iv) Matching portions of funds available through the Low and Moderate Income Housing Asset Fund pursuant to subdivision (d) of Section 34176 of the Health and Safety Code.

(v) Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments
funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014.

(vi) Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

(vii) Accessibility modifications.

(viii) Efforts to acquire and rehabilitate foreclosed or vacant homes.

(ix) Homeownership opportunities, including, but not limited to, downpayment assistance.

(x) Fiscal incentives or matching funds to local agencies that approve new housing for extremely low, very low, low-, and moderate-income households.

(3) A state or local entity that receives an appropriation or allocation pursuant to this chapter shall use no more than 5 percent of that appropriation or allocation for costs related to the administration of the housing program for which the appropriation or allocation was made.

(c) Both of the following shall be paid and deposited in the fund:

(1) Any moneys appropriated and made available by the Legislature for purposes of the fund.

(2) Any other moneys that may be made available to the department for the purposes of the fund from any other source or sources.

(d) In consultation with stakeholders, the department may adopt guidelines to implement this section, including to determine allocation methodologies. Any guideline, rule, policy, or standard of general application employed by the department in implementing this chapter shall not be subject to the requirements of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

50470.5. For purposes of this chapter:

(a) “Department” means the Department of Housing and Community Development.

(b) “Local government” means any city, county, or city and county.

50471. The department and the California Housing Finance Agency shall report on the expenditure of funds pursuant to this chapter in accordance with Sections 50408 and 51005, respectively.

Article 2. Audits and Reporting

50475. (a) The Office of State Audits and Evaluation may conduct periodic audits to ensure that the annual allocation to individual programs is awarded by the department in a timely fashion consistent with the requirements of this chapter.

(b) The department shall reimburse the Office of State Audits and Evaluation for the actual costs of audit work performed pursuant to this section.
SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

SEC. 6. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to provide affordable housing opportunities at the earliest possible time, it is necessary for this act to take effect immediately.
Continuation or Deletion Request

Date: March 5, 2020
To: Clerk of the Board of Supervisors
From: Tom Hatch, Chief Human Resource Officer
Re: ASR Control #:_____, Meeting Date March 10, Agenda Item No. # SC1
Subject: Request to Cancel Closed Session for March 10, 2020.

☐ Request to continue Agenda Item No. #____ to the_____ Board Meeting.

Comments:

☒ Request deletion of Agenda Item No. # CS-1.

Comments: Please cancel the previous request for Closed Session March 10, 2020. If there are any questions, please contact Tom Hatch at the following email: tom.hatch@ocgov.com.
February 26, 2020

To: Clerk of the Board of Supervisors

From: Tom Hatch, Chief Human Resources Officer

Concur: Frank Kim, County Executive Officer

Subject: Request for a Closed Session for March 10, 2020

The Human Resource Services department requests a Closed Session on March 10, 2020 with the County’s designated negotiating representative, Tom Hatch, to discuss terms and conditions of employment for employees represented by the Orange County Attorneys Association (OCAA), and other non-represented employees pursuant to Government Code Section 54957.6.

Accordingly, please prepare the Agenda item to read:

The Human Resource Services department requests a Closed Session on March 10, 2020 with the County’s designated negotiating representative, Tom Hatch, to discuss terms and conditions of employment for employees represented by the Orange County Attorneys Association (OCAA), and other non-represented employees pursuant to Government Code Section 54957.6.

RECOMMENDED ACTION: Conduct Closed Session

Thank you,

cc: Members, Board of Supervisors
    Frank Kim, CEO
    Leon J. Page, County Council
MEMORANDUM

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

I am requesting a supplemental closed session on Tuesday, March 10, 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: Thom Baker v. County of Orange
OCSC Case No. 30-2015-00769166-CU-BC-CJC"

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LDK:JJP:jb

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

FROM: Tom Hatch, Chief Human Resources Officer

SUBJECT: Request for Supplemental Closed Session

March 9, 2020

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, the Human Resource Services Department is requesting that a supplemental closed session be held on Tuesday, March 10, 2020, for the Board to meet with and provide direction to its labor negotiator, pursuant to Government Code section 54957.6.

The County and the Orange County Attorneys Association (OCAA) are presently in fact-finding with Chairman Norman Brand and on March 9, 2020, the parties developed a recommendation that could resolve the existing labor dispute. This recommendation was developed subsequent to the posting of the agenda and there is a need, on the part of the Board, to take immediate action to meet with and provide direction to its labor negotiator.

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LABOR NEGOTIATOR -
Pursuant to Government Code Section 54957.6:
Agency Negotiator: Tom Hatch
Employee Organizations: Orange County Attorneys Association (OCAA), and other non-represented employees
RE: Terms and conditions of employment

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

Thank you.

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