May 19, 2020

CONSENT

6. Deleted
7. Deleted
9. Deleted
21. Deleted
24. Continued to 6/2/20, 9:30 a.m.
32. Revised Title to read: **John Wayne Airport** - Approve Construction Manager At-Risk contract with Webcor Builders, Inc. Construction, LP For Terminal Building Curtain Wall Modification Project design phases services, ($94,356); and construction phase services ($6,400,000); authorize Director or designee to execute guaranteed maximum price amendments under certain conditions - District 2

37. Deleted

DISCUSSION

49. Deleted

51. Revised Title to read: **Health Care Agency** - Approve contract MA-042-20010803 with American Family Housing for Washington House Shelter Program services, 7/1/20 - 6/30/23 21 ($1,534,755) ($451,585); and authorize County Procurement Officer or authorized Deputy to exercise cost contingency increase not to exceed 10% under certain conditions and execute contract - All Districts

52. Revised Title to read: **Health Care Agency** - Approve contract MA-042-20010802 with WISEPLACE for SAFEPlace Women’s Shelter services, 7/1/20 – 6/30/23 21 ($6,460,227) ($2,153,409); and authorize County Procurement Officer or authorized Deputy to exercise cost contingency increase not to exceed 10% under certain conditions and execute contract – District 1

56. Deleted
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.

65. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted by Health Care Agency, Social Services Agency and District Attorney in 5/19/20 grant report and other actions as recommended; adopt resolutions authorizing HCA Director or designee to accept California Emergency Solutions and Housing (CESH) and California Emergency Solutions (ESG) grants and execute standard agreements, any subsequent amendments and related documents to the programs; adopt resolution authorizing District Attorney or designee to execute grant award agreement and amendments with California Office of Emergency Services for Victim/Witness Assistance Program, 10/1/19 - 9/30/20 ($3,330,166) which includes grant amount ($3,085,640) and in-kind match ($244,526) provided by Waymakers, Inc.; and making California Environmental Quality Act and other findings - All Districts

CLOSED SESSION

CS-1. Deleted

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

Items: 32, 51, 52 and 65

Supplemental Item(s)

S68A. County Executive Office - Receive update from County Executive Office, Health Care Agency, and other County departments concerning efforts to address and mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency, and (2) provide direction to the County Executive Officer (CEO) and other County Officers concerning on-going County operations, allocation of County resources and personnel, maintenance of essential public services and facilities, temporary suspension and/or closure of non-essential public services and facilities, management of County property and finances, measures necessary to protect public health and safety, and expenditures necessary to meet the social needs of the population; and direct CEO to allocate $75,000,000 in CARES Act funds to a Business Recovery Grant Program to be administered by cities and to set aside $26,000,000 in CARES Act funds for allowable COVID-19 reimbursements - All Districts

S68B. County Executive Office Vice Chairman Do and Supervisor Bartlett - Direct County Executive Officer to allocate up to $101 million in CARES Act funding to County’s Economic Support services through HEART plan and allocate funds equally across the five Supervisorial Districts

S68C. Probation - Approve contract MA-057-20011572 with Motorola Solutions, Inc. for purchase and installation of two MCC 7500 Console Systems, Dispatch Center ($402,127); and authorize County Procurement Officer or authorized Deputy to execute contract - All Districts

Revisions and Supplementals to May 19, 2020 Agenda - Page 2 of 3

Document last updated: 5/18/2020 10:10 AM
S68D. Social Services Agency - Approve agreement with Second Harvest Food Bank of Orange County, Inc. and Community Action Partnership of Orange County for supplemental financial support for emergency food distribution services, 5/19/20 - 10/31/20 ($3,000,000); make related budget adjustments; and authorize Auditor-Controller to make one-time advance payments of $500,000 to Second Harvest Food Bank of Orange County, Inc. and Community Action Partnership of Orange County - All Districts
Continuation or Deletion Request

Date:      May 8, 2020
To:        Clerk of the Board of Supervisors
From:      Sheriff-Coroner Department
Re:        ASR Control #: 20-00042, Meeting Date 5/19/20  Agenda Item No. # 6
Subject:   Renewal Amendment Number Two to Helistream Inc. Contract

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

☒ Request deletion of Agenda Item No. # 6

Comments: Deleting this item pursuant to the April 21, 2020 Board Resolution authorizing emergency contracting authority to the CEO/County Procurement Officer.
Continuation or Deletion Request

Date: May 8, 2020
To: Clerk of the Board of Supervisors
From: Sheriff-Coroner Department
Re: ASR Control #: 20-00043, Meeting Date 5/19/20, Agenda Item No. # 7
Subject: Renewal Amendment Number Three to Pen-Link Ltd. Contract

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

Comments:

☒ Request deletion of Agenda Item No. # 7

Comments: Deleting this item pursuant to the April 21, 2020 Board Resolution authorizing emergency contracting authority to the CEO/County Procurement Officer.
Continuation or Deletion Request

Date: May 8, 2020
To: Clerk of the Board of Supervisors
From: Sheriff-Coronel Department
Re: ASR Control #: 20-00222, Meeting Date 5/19/20, Agenda Item No. # 9
Subject: Extend Partners for a Safer America Contract for Bail Bond Advertising in Jails

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

Comments:

☑ Request deletion of Agenda Item No. # 9

Comments: Deleting this item pursuant to the April 21, 2020 Board Resolution authorizing emergency contracting authority to the CEO/County Procurement Officer.
Continuation or Deletion Request

Date: May 7, 2020
To: Clerk of the Board of Supervisors
From: Clayton Chau, Agency Director, Health Care Agency
Re: ASR Control #: 19-001263, Meeting Date 5/19/20 Agenda Item No. # 21
Subject: Renewal of Contract for Electronic Nurse Case Management System

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

Comments:

☒ Request deletion of Agenda Item No. # 21

Comments: The Health Care Agency would like to delete above mentioned ASR. Thank you.
Continuation or Deletion Request

Date: May 15, 2020
To: Clerk of the Board of Supervisors
From: Clayton Chau, Agency Director, Health Care Agency
Re: ASR Control #: 20-000059, Meeting Date 5/19/20, Agenda Item No. # 24
Subject: Renewal of Contracts for Outreach and Engagement Services

☐ Request to continue Agenda Item No. # 24 to the 6/2/2020 Board Meeting.

Comments: The Health Care Agency would like to move above mentioned ASR to BOS 6/2 to add additional funding. Thank you.

☐ Request deletion of Agenda Item No. #

Comments:
Date: May 12, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Barry A. Rondinella, Airport Director, John Wayne Airport
Re: ASR Control #: 20-000367, Meeting Date 5/19/20, Item No. # 32
Subject: Approve Contract for Terminal Building Curtain Wall Modifications Project

Explanation: Revisions are being made to reflect the legal name of the vendor.

☑ Revised Recommended Action(s)

Recommended Actions 1 and 2 are revised as follows:

1. Award Construction Manager At-Risk Contract to Webcor Construction, LP Webcor Builders, Inc. for the Terminal Building Curtain Wall Modifications Project in the amount of $94,356 for the Design Phase Services portion of the Contract, for a term of up to 120 days, effective upon Board of Supervisors approval.

2. Authorize the expenditure of funds in an amount not to exceed $6.4 million in Guaranteed Maximum Price Amendments to the Contract with Webcor Construction, LP Webcor Builders, Inc. for Construction Phase Services for the Terminal Building Curtain Wall Modifications Project, commencing on the date of execution of Contract Amendments.

☐ Make modifications to the:

☐ Subject  ☑ Background Information  ☑ Summary  ☐ Financial Impact

The Summary is revised as follows:

Approval of a Construction Manager At-Risk Contract with Webcor Construction, LP Webcor Builders, Inc. for the Terminal Building Curtain Wall Modifications Project will enable the construction of two new curtain wall bays to house future casual bar and dining concession amenities.
Page 2 of the Background Information in the table under **CMAR Contractor** is revised as follows:

**CMAR Contractor**
- Webcor Construction, LP Webcor Builders, Inc. (Webcor)
- Swinerton Builders
- 2H Construction, Inc.

<table>
<thead>
<tr>
<th>Rank</th>
<th>CMAR Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Webcor Construction, LP Webcor Builders, Inc. (Webcor)</td>
</tr>
<tr>
<td>2</td>
<td>Swinerton Builders</td>
</tr>
<tr>
<td>3</td>
<td>2H Construction, Inc.</td>
</tr>
</tbody>
</table>

- Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A – Pages 1, 37 and 38 are revised to reflect legal name (see attached redlines)

Attachment C – Revised to reflect legal name (see attached redline)
COUNTY OF ORANGE
JOHN WAYNE AIRPORT
CONSTRUCTION MANAGER AT RISK CONTRACT
TERMINAL BUILDING CURTAIN WALL MODIFICATIONS
PROJECT NO. P447

This Contract is made and entered into the __________ day of __________, 20__, by and between the County of Orange, a political subdivision of the State of California ("COUNTY" or "OWNER"), acting through its department John Wayne Airport ("JWA"), and __________, ("Construction Manager at Risk" or "CMAR" or "Contractor"), with OWNER and CMAR sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. OWNER intends to construct the Terminal Building Curtain Wall Modifications, as described in the section titled Project Description, hereinafter referred to as “Project.”

B. To undertake the design of the Project, the OWNER has entered into a Contract with __________, hereinafter referred to as the “Design Professional” or “A-E.” At OWNER’s sole discretion, OWNER may elect to use its own staff to accomplish certain aspects of the design.

C. The CMAR has represented to the OWNER CMAR’s ability to provide Design Phase Services, Construction Phase Services, and to construct the Project.

D. Based on this representation, the OWNER enters into this Contract with the CMAR for the services identified in these Contract Documents. The time of performance of this Contract shall commence upon the date of award as evidenced by the County of Orange Board of Supervisors Minute Order awarding this Agreement ("Contract Award Date"). At the end of the design phase, at the OWNER’s discretion, the OWNER may direct the CMAR to proceed with the Construction Phase Services for the Project.

CONTRACT

NOW THEREFORE, in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the OWNER and the CMAR as follows:

I. DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abbreviations</td>
<td>The language of specifications and other Contract Documents is of the abbreviated type in certain instances, and implies words and meanings appropriately interpreted. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the Contract so indicates.</td>
</tr>
<tr>
<td>Addendum and Addenda</td>
<td>1) Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.</td>
</tr>
<tr>
<td></td>
<td>2) Written or graphic instrument issued prior to the opening of Bids which corrects or changes the Contract Documents.</td>
</tr>
</tbody>
</table>
than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

25.1.3. 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.

CMAR: Webcor Construction, LP Webber Builders
Attn: Mitch Thomson
550 S. Hope Street, Suite 2100
Los Angeles, CA 90071

OWNER: John Wayne Airport
Attn: Leo Tang, Project Manager
3160 Airway Avenue
Costa Mesa, CA 92626

26. SIGNATURE REQUIREMENTS

The Agreement must be signed by officer(s) authorized to bind CMAR. If documentation demonstrating express OWNER is not provided, then the Agreement must be signed by those officers with apparent OWNER to bind CMAR. If CMAR is a corporation, such signatures must comply with Corporations Code Section 313, as follows:

a) One signature by the chairman of the board, the president, or any vice president; and

b) One signature by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.

APPENDICES:

Appendix 1 – Design Phase Services Cost and Compensation
Appendix 2 – Information Technology Network Usage Policy

[Signature Page Follows.]
IN WITNESS WHEREOF, the PARTIES hereto have executed this CONTRACT on the dates opposite their respective signatures:

CMAR: Matter Construction, LP

By: [Signature]
Print Name & Title

Date: 4/28/2020

Date: 4/28/2020

By: [Signature]
Print Name & Title

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

By: [Signature]
Chairwoman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. Sec 25103, Reso 79-1535

Robin Stiefer
Clerk of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM
COUNTY COUNSEL

By: [Signature]
Deputy
Date: 4/28/2020

*If CMAR is a corporation, signatures of two specific corporate officers are required as further set forth:

- The first signature must be one of the following: a) the Chairman of the Board; b) President; or c) any Vice President.

- The second signature must be one of the following: a) Secretary; b) the Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.

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

N/A

SUBCONTRACTORS

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

CONTRACT OPERATING EXPENSES

Appropriations for this project are included in the FY 2019-20 Budget for Airport Construction Fund 281. The total cost of the construction phase services is estimated to not exceed $6.4 million at this time, and will be included in next fiscal year’s budget.

Indirect costs are unknown as department has not yet determined these costs for the project.
Continuation or Deletion Request

Date: May 15, 2020
To: Clerk of the Board of Supervisors
From: Dylan Wright, Director, OC Community Resources
Re: ASR Control #: 20-000313, Meeting Date 5/19/20, Agenda Item No. # 37
Subject: Renewal of Dispute Resolution Programs Act Contracts

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

Comments:

☒ Request deletion of Agenda Item No. # 37

Comments: Deletion of the item is necessary due to the COVID pandemic. At this time, the courts are still determining case schedules and the DRPA program service levels and revenue may be impacted.
Continuation or Deletion Request

Date: May 8, 2020
To: Clerk of the Board of Supervisors
From: Sheriff-Coroner Department
Re: ASR Control #: 20-00046, Meeting Date 5/19/20, Agenda Item No. # 49
Subject: Renewal Amendment Number One to Computrition, Inc. Contract for Software Support

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

Comments:

☒ Request deletion of Agenda Item No. # 49

Comments: Deleting this item pursuant to the April 21, 2020 Board Resolution authorizing emergency contracting authority to the CEO/County Procurement Officer.
Revision to ASR and/or Attachments

Date: May 12, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Clayton Chau, Agency Director, Health Care Agency
Re: ASR Control #: 19-001459, Meeting Date 05/19/2020, Item No. # 51
Subject: Contract for Washington House Shelter Program Services

Explanation:

The Health Care Agency would like to make the following updates:

**Department Contact:** Jonathan Chi (714) 834-4647  
Paul Duncan (714) 345-5185

**Annual Cost:** FY 2020-21 $451,585  
FY 2021-22 $451,585  
FY 2022-23 $451,585

☑ Revised Recommended Action(s)

1. Approve the Contract with American Family Housing for provision of Washington House Shelter Program Services, for the term of July 1, 2020, through June 30, 2023, for an amount not to exceed $1,354,755 $451,585.

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

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

Attachment A - Contract MA-042-20010802 with WISEPlace for Women’s Shelter Services
Attachment B - Contract Summary Form
CONTRACT FOR PROVISION OF
WASHINGTON HOUSE SHELTER PROGRAM SERVICES
BETWEEN
COUNTY OF ORANGE
AND
AMERICAN FAMILY HOUSING
JULY 1, 2020 THROUGH JUNE 30, 2021

THIS CONTRACT entered into this 1st day of July 2020 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and American Family Housing, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be administered by the Director of the COUNTY’s Health Care Agency or an authorized designee (“ADMINISTRATOR”).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Washington House Shelter Program Services described herein to individuals experiencing homelessness in Orange County; and
WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:
NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>PARAGRAPH</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Page</td>
<td>1</td>
</tr>
<tr>
<td>Table of Contents</td>
<td>2</td>
</tr>
<tr>
<td>Referenced Contract Provisions</td>
<td>4</td>
</tr>
<tr>
<td>I. Acronyms</td>
<td>5</td>
</tr>
<tr>
<td>II. Alteration of Terms</td>
<td>6</td>
</tr>
<tr>
<td>III. Assignment of Debts</td>
<td>6</td>
</tr>
<tr>
<td>IV. Compliance</td>
<td>6</td>
</tr>
<tr>
<td>V. Confidentiality</td>
<td>9</td>
</tr>
<tr>
<td>VI. Conflict of Interest</td>
<td>9</td>
</tr>
<tr>
<td>VII. Corrective Action Plan</td>
<td>9</td>
</tr>
<tr>
<td>VIII. Cost Report</td>
<td>10</td>
</tr>
<tr>
<td>IX. Debarment and Suspension Certification</td>
<td>12</td>
</tr>
<tr>
<td>X. Delegation, Assignment and Subcontracts</td>
<td>12</td>
</tr>
<tr>
<td>XI. Dispute Resolution</td>
<td>14</td>
</tr>
<tr>
<td>XII. Employee Eligibility Verification</td>
<td>15</td>
</tr>
<tr>
<td>XIII. Equipment</td>
<td>15</td>
</tr>
<tr>
<td>XIV. Facilities, Payments and Services</td>
<td>16</td>
</tr>
<tr>
<td>XV. Indemnification and Insurance</td>
<td>16</td>
</tr>
<tr>
<td>XVI. Inspections and Audits</td>
<td>21</td>
</tr>
<tr>
<td>XVII. Licenses and Laws</td>
<td>22</td>
</tr>
<tr>
<td>XVIII. Literature, Advertisements and Social Media</td>
<td>22</td>
</tr>
<tr>
<td>XIX. Maximum Obligation</td>
<td>23</td>
</tr>
<tr>
<td>XX. Minimum Wage Laws</td>
<td>23</td>
</tr>
<tr>
<td>XXI. Nondiscrimination</td>
<td>24</td>
</tr>
<tr>
<td>XXII. Notices</td>
<td>26</td>
</tr>
<tr>
<td>XXIII. Notification of Death</td>
<td>27</td>
</tr>
<tr>
<td>XXIV. Notification of Public Events and Meetings</td>
<td>27</td>
</tr>
<tr>
<td>XXV. Participant’s Rights</td>
<td>28</td>
</tr>
<tr>
<td>XXVI. Payment Card Compliance</td>
<td>28</td>
</tr>
<tr>
<td>XXVII. Records Management and Maintenance</td>
<td>28</td>
</tr>
<tr>
<td>XXVIII. Research and Publication</td>
<td>30</td>
</tr>
<tr>
<td>XXIX. Revenue</td>
<td>30</td>
</tr>
<tr>
<td>XXX. Severability</td>
<td>30</td>
</tr>
<tr>
<td>XXXI. Special Provisions</td>
<td>30</td>
</tr>
<tr>
<td>XXXII. Status of Contractor</td>
<td>31</td>
</tr>
<tr>
<td>PARAGRAPH</td>
<td>PAGE</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>XXXIII. Term</td>
<td>32</td>
</tr>
<tr>
<td>XXXIV. Termination</td>
<td>32</td>
</tr>
<tr>
<td>XXXV. Third Party Beneficiary</td>
<td>34</td>
</tr>
<tr>
<td>XXXVI. Waiver of Default or Breach</td>
<td>34</td>
</tr>
<tr>
<td>Signature Page</td>
<td>35</td>
</tr>
</tbody>
</table>

**EXHIBIT A**

| I. Common Terms and Definitions                | 1    |
| II. Budget                                     | 3    |
| III. Payments                                  | 4    |
| IV. Reports                                    | 5    |
| V. Services                                    | 7    |
| VI. Staffing                                   | 13   |
REFERENCED CONTRACT PROVISIONS

Term: July 1, 2020 through June 30, 2021

Maximum Obligation: $451,585

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 18-840-6474

CONTRACTOR TAX ID Number: 33-0071782

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: American Family Housing
15161 Jackson Street
Midway City, CA 92655
Milo Peinemann, CEO
milo@afhusa.org

//
//
//
//
I. ACRONYMS

B. CalWORKs California Work Opportunity and Responsibility for Kids
C. CAP Corrective Action Plan
D. CCC California Civil Code
E. CCR California Code of Regulations
F. CES Coordinated Entry System
G. CFR Code of Federal Regulations
H. CHPP COUNTY HIPAA Policies and Procedures
I. COC Continuum of Care
J. COI Certificate of Insurance
K. CPA Certified Public Accountant
L. DRS Designated Record Set
M. EEOC Equal Employment Opportunity Commission
N. EOC Equal Opportunity Clause
O. FFS Fee For Service
P. FSC Family Solutions Collaborative
Q. FTE Full Time Equivalent
R. GAAP Generally Accepted Accounting Principles
S. HCA County of Orange Health Care Agency
T. HIPAA Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
U. HMIS Homeless Management Information System
V. HSC California Health and Safety Code
W. HUD U.S. Department of Housing and Urban Development
X. MH Mental Health
Y. MHSA Mental Health Services Act
Z. OCR Federal Office for Civil Rights
AA. OIG Federal Office of Inspector General
AB. OMB Federal Office of Management and Budget
AC. OPM Federal Office of Personnel Management
AD. P&P Policy and Procedure
AE. PA DSS Payment Application Data Security Standard
AF. PATH Projects for Assistance in Transition from Homelessness
AG. PC California Penal Code
AH. PCI DSS Payment Card Industry Data Security Standards
AI. PII Personally Identifiable Information
II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein by this reference, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the services and obligations under this Contract.

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits thereof, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Contract, which has been formally approved and executed by both Parties.

III. ASSIGNMENT OF DEBTS

Unless this Contract is followed without interruption by another Contract between the Parties hereto for the same services and substantially the same scope, at the termination of this Contract, CONTRACTOR shall assign to COUNTY any debts owed to CONTRACTOR by or on behalf of persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of the relevant Parties, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings (together, “Compliance Program”) for the purpose of ensuring adherence to all rules and regulations related to federal and state homeless service and employment programs.
1. ADMINISTRATOR shall provide CONTRACTOR a copy of the policies and procedures relating to ADMINISTRATOR’s Compliance Program for CONTRACTOR to implement and comply with in relation to Covered Individuals performing services under this Contract.

2. CONTRACTOR has the option to develop and provide, or make available to, ADMINISTRATOR copies of its own Compliance Program policies and procedures. CONTRACTOR’s Compliance Program policies and procedures shall be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required elements of the ADMINISTRATOR’s Compliance Program as described in this Compliance Paragraph to this Contract prior to implementation. These elements include:
   a. Designation of a Compliance Officer and/or compliance staff.
   b. Written standards, policies and/or procedures.
   c. Compliance related training and/or education program and proof of completion.
   d. Communication methods for reporting concerns to the Compliance Officer.
   e. Methodology for conducting internal monitoring and auditing.
   f. Methodology for detecting and correcting offenses.
   g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide, or make available to ADMINISTRATOR, copies of its own Compliance Program policies and procedures, CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program in performing the services hereunder, and shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR’s Compliance Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary, complete ADMINISTRATOR’s annual compliance training to ensure proper compliance.

4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and procedures within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR’s Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR’s proposed Compliance Program contains all required elements to the ADMINISTRATOR’s satisfaction as consistent with the HCA’s Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its Compliance Program to meet ADMINISTRATOR’s required elements within thirty (30) calendar days after ADMINISTRATOR’s Compliance Officer’s determination and resubmit the same to ADMINISTRATOR for review.

5. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that the CONTRACTOR’s Compliance Program contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR’s Compliance Program and contact information for the ADMINISTRATOR’s Compliance Program.
B. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged that they will comply with ADMINISTRATOR’s Compliance Program shall use their best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete ADMINISTRATOR’s General Compliance Training when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

C. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Contract. This includes compliance with federal and state HOMELESS SERVICES program regulations and procedures or instructions otherwise communicated by regulatory agencies.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the Contract.

//
//
//
V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are Participants of the Washington House Shelter Program Services, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participant files, or to exchange information regarding specific Participants with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Contract.

3. In the event of a collaborative service agreement between Homeless Services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for Participants receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. CONFLICT OF INTEREST

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

VII. CORRECTIVE ACTION PLAN

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR’s satisfaction will constitute a material breach and be grounds for termination of this Contract.

**VIII. COST REPORT**

A. CONTRACTOR shall submit a Cost Report to County no later than sixty (60) calendar days following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

   a. CONTRACTOR may be assessed a late penalty of five-hundred dollars ($500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

   b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Contract, and CONTRACTOR has not entered into a subsequent or new Contract for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall be immediately reimbursed to COUNTY.

B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services
to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY’s Maximum Obligation as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _________ for the cost report period beginning ________ and ending ________ and that, to the best of my knowledge and belief, costs reimbursed through this Contract are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed ______________________________________

Name _______________________________________

Title ________________________________________

Date _________________________________________"
IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, or placed on any such lists, by any federal department or agency.

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.

4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.

6. Shall include without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction,” (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted delegation in derogation of this paragraph shall be void.

B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new owners shall be required under the terms of sale or such other instruments of transfer for the assignment to assume CONTRACTOR’s duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the written consent of COUNTY.

ADMINISTRATOR, for the reasons stated above, hereby agrees to the assignment of this Contract, in accordance with the terms and conditions of this Contract, and to the terms of the instruments of transfer for the assignment, and to assume the duties and obligations of CONTRACTOR hereunder.
part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Contract. Any attempted assignment in derogation of this subparagraph shall be void.

1. Nonprofit Entity Assignment. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government.

2. For-Profit Entity Assignment. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph.

3. Governmental Entity Assignment. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.

C. CONTRACTOR’s obligations undertaken pursuant to this Contract may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Contract as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.

1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days’ written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Contract.
3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR’s status with respect to a mere name change. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR’s performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Contract performance.

XI. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete. If such demand involves a cost adjustment to the Contract, CONTRACTOR’s written statement shall state that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract, including the provision of services. CONTRACTOR’s failure to proceed diligently shall constitute a material breach and be grounds for termination of this Contract.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR’s demand, it shall be deemed a final decision adverse to CONTRACTOR’s contentions.

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

XII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Contract meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

XIII. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Contract. “Relatively Permanent” is defined as having a useful life of one (1) year or longer. Equipment which costs $5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than $600 but may contain PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR’s written approval prior to purchase of any Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in

//
relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Contract, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Contract is followed without interruption by another Contract between the Parties for substantially the same type and scope of services, at the termination of this Contract for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Contract.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

**XIV. FACILITIES, PAYMENTS AND SERVICES**

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Contract. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder. Any service disruptions must be reported to ADMINISTRATOR immediately.

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation. The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

**XV. INDEMNIFICATION AND INSURANCE**

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

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

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

D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars ($50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR’s, its agents, employee’s or subcontractor’s performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR’s SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.
E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Contract, the COUNTY may terminate this Contract.

F. QUALIFIED INSURER
   1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
   2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>(4 passengers or less)</td>
<td></td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers’ Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td>Employee Dishonesty</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

H. REQUIRED COVERAGE FORMS
   1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.
   2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

I. REQUIRED ENDORSEMENTS
   1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

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

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

b. A primary and non-contributing endorsement evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

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

L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

M. CONTRACTOR shall notify COUNTY in writing within thirty (30) business days of any policy cancellation and within ten (10) business days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to suspend or terminate this Contract.

N. If CONTRACTOR’s Network Security & Privacy Liability is a “Claims Made” policy, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Contract.

O. The Commercial General Liability policy shall contain a “severability of interests” clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

P. Insurance certificates should be forwarded to COUNTY at the address specified in the Referenced Contract Provisions of this Contract.
Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract may be terminated by County without penalty.

R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

U. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
   a. Prior to the start date of this Contract.
   b. No later than the expiration date for each policy.
   c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Contract.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
   a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.
   b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.
   c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR’s monthly invoice.

//
4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XVI. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, and Participant records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Contract, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non–compliance with applicable laws and regulations governing funds provided through this Contract, COUNTY may terminate this Contract as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Contract.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
financial, programmatic or any other type of audit of CONTRACTOR’s operations, whether or not the
cost of such operation or audit is reimbursed in whole or in part through this Contract.

XVII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
regulations and requirements of the United States, the State of California, COUNTY, and all other
applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
cause for termination of this Contract.

B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
requirements as they exist now or may be hereafter amended or changed. The applicable provisions of
laws, regulations, and requirements for the provision of services under this Contract shall include, but
not be limited to, the following:

1. ARRA of 2009.
4. CCR, Title 9, Rehabilitative and Developmental Services.
5. CCR, Title 17, Public Health.
6. CCR, Title 22, Social Security.
7. CFR, Title 42, Public Health.
8. CFR, Title 45, Public Welfare.
12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
14. McKinney-Vento Homeless Assistance Act
15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials,
distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
to this Contract must be approved at least thirty (30) business days in advance and in writing by
ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Contract must be approved in advance at least thirty (30) business days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Contract. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XIX. MAXIMUM OBLIGATION

A. The Maximum Obligation of COUNTY for services provided in accordance with this Contract is as specified in the Referenced Contract Provisions of this Contract.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of funding for this Agreement.

XX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Contract.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in
accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XXI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers’ representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a Participant or potential Participant any service, benefit, or accommodation.
2. Providing any service or benefit to a Participant which is different or is provided in a different manner or at a different time from that provided to other Participants.
3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
4. Treating a Participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Participants through a written statement that CONTRACTOR’s and/or subcontractor’s Participants may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.

1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Participants not able to resolve such problems at the point of service. Participants may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
   a. COUNTY shall establish a formal resolution and grievance and appeals process in the event informal processes do not yield a resolution.
   b. Throughout the problem resolution and grievance and appeals process, Participant rights shall be maintained, including access to the COUNTY’s grievance and appeals process at any point in the process.
2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to request a State Fair Hearing.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.

XXII. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Contract shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by E-Mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

D. For purposes of this Contract, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXIII. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Contract, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION
   a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted E-Mail to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract.
   b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted E-Mail, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Contract.
   c. When notification via encrypted E-Mail is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.

C. If there are any questions regarding the cause of death of any person served pursuant to this Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve Participants or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.
XXV. PARTICIPANT’S RIGHTS

A. CONTRACTOR shall post the current HMIS privacy notice as well as the Orange County Continuum of Care Grievance and Appeals poster in locations readily available to Participants and staff. Grievance and Appeal forms must be available in the threshold languages and envelopes must be readily accessible to Participants to take without having to request the form or envelope.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance and appeals processes approved by ADMINISTRATOR, to which the participant shall have access.

1. CONTRACTOR’s grievance and appeals processes shall incorporate COUNTY’s grievance, appeals, participants’ rights, and/or utilization management guidelines and procedures. The participant has the right to utilize either or both grievance and appeals process(es) simultaneously in order to resolve their dissatisfaction.

C. The Parties agree that Participants have recourse to initiate an expression of dissatisfaction to CONTRACTOR, file a grievance, file an appeal, and file a complaint.

XXVI. PAYMENT CARD COMPLIANCE

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.

XXVII. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, prepare, maintain and manage records, primarily in HMIS, appropriate to the services provided and in accordance with this Contract and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such records shall include, but not be limited to, individual housing plans, case management plans and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each participant, the identity of the participant to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR may require.
3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Contract and in accordance with County policies of reimbursement and GAAP.

B. CONTRACTOR shall implement and maintain acceptable administrative, technical and physical safeguards to ensure the privacy and security of health related and/or personally identifying information CONTRACTOR collects from participants. If there is an unauthorized use of disclosure of participant’s health related and/or personally identifying information in possession of CONTRACTOR, CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use of disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized use or disclosure.

C. CONTRACTOR’s participant records shall be maintained in a secure manner. CONTRACTOR shall maintain participant records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

F. To the extent CONTRACTOR is subject to PRA, CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

G. CONTRACTOR may retain participant documentation electronically in accordance with the terms of this Contract and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

//

//
XXVIII. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Contract for the purpose of personal or professional research, or for publication.

XXIX. REVENUE

A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Contract may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

B. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

C. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Contract.

XXX. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Contract or application thereof to any person or circumstances to be invalid or if any provision of this Contract contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full force and effect, and to that extent the provisions of this Contract are severable.

XXXI. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Contract for the following purposes:

1. Making cash payments to intended recipients of services through this Contract.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body for expenses or services.

6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

8. Severance pay for separating employees.

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

10. Supplanting current funding for existing services.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Contract for the following purposes:

1. Funding travel or training (excluding program-related mileage or parking).

2. Making phone calls outside of the local area unless documented to be directly for the purpose of Participant care.

3. Payment for grant writing, consultants, certified public accounting, or legal services.

4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.

5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

6. Providing inpatient hospital services or purchasing major medical equipment.

7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s Participants outside of Program Scope of Services.

XXXII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR’s employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner to be COUNTY’s employees.

XXXIII. TERM

A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or holiday may be performed on the next regular business day.

XXXIV. TERMINATION

A. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days’ written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

B. COUNTY may terminate this Contract immediately, upon prior written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services without cause.
3. The delegation or assignment of CONTRACTOR’s services, operation or administration without the prior written consent of COUNTY.
4. The neglect by any licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
6. The continued incapacity of any licensed person to perform duties required pursuant to this Contract.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR removes such licensed person from serving persons assisted pursuant to this Contract.

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Contract is contingent upon the following:
   a. The continued availability of federal, state and County funds for reimbursement of COUNTY’s expenditures, and
b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Orange County Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days’ written notice provided to CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

D. In the event this Contract is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced term of the Contract.

E. In the event this Contract is terminated CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of Contract performance during the remaining Contract term.

3. Until the date of termination, continue to provide the same level of service required by this Contract.

4. If Participant’s records are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Participant’s information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent with Participant’s best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

9. Provide written notice of termination of services to each Participant being served under this Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

//
XXXV. THIRD PARTY BENEFICIARY

Neither Party hereto intends that this Contract shall create rights hereunder in third parties
including, but not limited to, any subcontractors or any Participants provided services pursuant to this
Contract.

XXXVI. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
Contract.
IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State of California.

AMERICAN FAMILY HOUSING

BY: ________________________________ DATED: 5/12/2020

TITLE: Chief Executive Officer

BY: ________________________________ DATED: __________________

COUNTY OF ORANGE

BY: ________________________________ DATED: __________________

HEALTH CARE AGENCY

BY: ________________________________ DATED: 5/12/2020

DEPUTY

Approved as to form

Office of the County Counsel

ORANGE COUNTY, CALIFORNIA

If the contracting party is a corporation, two (2) 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 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.
EXHIBIT A
TO THE CONTRACT FOR PROVISION OF
WASHINGTON HOUSE SHELTER PROGRAM SERVICES
BETWEEN
COUNTY OF ORANGE
AND
AMERICAN FAMILY HOUSING
JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

A. The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Contract. The Parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Access Point refers to the point of entry into the Coordinated Entry System for households experiencing homelessness or at-risk of homelessness.

2. Admission means documentation, by CONTRACTOR, of completion of the entry and program enrollment into HMIS.

3. Case Management means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.

4. Client or Participant means an individual experiencing homelessness or at-risk of homelessness in Orange County.

5. Coordinated Entry System (CES) refers to the mechanism for connecting households experiencing homelessness or at-risk of homelessness to appropriate services and housing interventions. CES covers the geographic area of Orange County and is regionally focused by Service Planning Areas, is easily accessed by households who are seeking housing and services, and includes a comprehensive and standardized process used by all service providers participating in CES.

6. Continuum of Care (CoC) is a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The CoC strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. The CoC’s plan includes action steps to end homelessness and prevent a return to homelessness.

7. Coordinated Entry System (CES) Community Queue refers to a list of eligible households generated from a standardized assessment. The community queue is used to refer households to emergency and permanent housing programs, including permanent supportive housing and rapid rehousing, in the County.

8. Covered Individuals refers to CONTRACTOR staff relative to the Contract.
9. **Homeless Management Information System** (HMIS) refers to the HUD mandated database used to collect client-level data on the provision of housing and services to homeless individuals and families, as well as persons at-risk of homelessness.

10. **Housing Navigation** is a community-based, solution-focused strategy that assists individuals and families with complex and frequently occurring issues that prevent them from accessing and maintaining stable housing.

11. **Housing Specialist** means a specialized position dedicated to developing the full array of housing options for their program and monitoring their suitability for the population served in accordance with the minimal housing standards policy set by the COUNTY for their program. This individual is also responsible for assisting Participants with applications to low income housing, housing subsidies, senior housing, etc.

12. **United States Department of Housing and Urban Development (HUD)**, a cabinet-level agency that oversees federal programs designed to help Americans with their housing needs. HUD seeks to increase homeownership, support community development and increase access to affordable housing free from discrimination.

13. **Outreach** means the Outreach to potential Participants to link them to appropriate supportive services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Participants referral sources for the programs they offer.

14. **Program Director** means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.

15. **Referral** means providing the effective linkage of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has made contact with the referred service. Persons are referred to available housing resources and services in accordance with the policies and procedures approved by the CoC Board.

16. **Service Planning Area (SPA)** is a regional sector within the County. The three geographic regions are North, Central, and South County SPAs designed to improve service coordination and align resources among regional cities in Orange County.

17. **Standards of Care** refers to the standards approved by COUNTY for providing services to Participants. COUNTY may provide CONTRACTOR with COUNTY developed standards upon execution of, or during the term of, the Contract and update thereafter as necessary.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Contract.
II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

PROGRAM COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>$243,439</td>
</tr>
<tr>
<td>Operating Costs and Supplies</td>
<td>$167,093</td>
</tr>
<tr>
<td>Program Costs</td>
<td>$ 41,053</td>
</tr>
</tbody>
</table>

TOTAL GROSS COSTS $451,585

REVENUE

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net County Costs</td>
<td>$451,585</td>
</tr>
</tbody>
</table>

TOTAL REVENUE $451,585

TOTAL MAXIMUM OBLIGATION $451,585

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program for the purpose of meeting specific program needs or for providing continuity of care to its Participants, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Contract.
III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly in arrears, at the provisional amount of $37,632 per month as specified in the Referenced Contract Provisions of the Contract. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, however, the total of such payments does not exceed COUNTY’s Maximum Obligation as specified in the Referenced Contract provisions of the Contract and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, State and/or Federal regulations.

1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR’s and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR’s invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form.

C. All invoices to COUNTY shall be supported, at CONTRACTOR’s facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services provided.

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Contract.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Contract.
IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR on forms provided by the ADMINISTRATOR.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Contract. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly-required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Contract and will include the employees’ names, titles, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month/quarter being reported unless otherwise specified. Programmatic reports shall include but are not limited to the following:
   a. Number of Participants who participate in safe sleep program,
   b. Number of Participants who are employed or have secured employment,
   c. Data related to entries, exits and exit types of the PROGRAM, etc.
d. Additional reporting items will be determined in coordination with the COUNTY and CONTRACTOR on an as needed basis.

e. CONTRACTOR shall enter the data in the Homeless Management Information System (HMIS) as coordinated with the COUNTY and the HMIS Lead for the purposes of fulfilling reporting requirements. This includes entering available beds into the Bed Management Module within HMIS for live bed reservations from identified access points.

f. CONTRACTOR shall collaborate with COUNTY and HMIS Lead on Coordinated Entry System and other Orange County Continuum of Care services and efforts to address homelessness.

2. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to adjust the items to be included in the monthly programmatic reports based on the needs of the COUNTY, the Participants, and a commitment to quality services.

E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of resident-related services provided by, or under contract with, the COUNTY as identified in ADMINISTRATOR’s P&Ps.

F. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

G. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;

2. Maximize the use of the allocated funds;

3. Ensure timely and accurate reporting of monthly expenditures;

4. Maintain appropriate staffing levels;

5. Request budget and/or staffing modifications to the Contract;

6. Effectively communicate in a proactive manner and monitor the program for its success;

7. Track and report expenditures electronically;

8. Maintain electronic and telephone communication between key staff and the Contract and Program Administrators; and


H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Contract.
V. SERVICES

A. Scope of Services Summary

1. Activities: CONTRACTOR shall perform all services set forth in the program description and will be responsible for administering program funded with local funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds.

2. Program Description: CONTRACTOR shall operate a low barrier shelter at property owned and managed by CONTRACTOR for individuals ages 18 and older experiencing homelessness in Orange County called Washington House Shelter Program. This program is specifically designed to provide services to households comprised of two adults, including couples, a segment of the population determined by COUNTY to be underserved by existing available shelter programs. This program is funded to support up to a maximum of 16 individuals experiencing homelessness or eight (8) households comprised of two (2) individuals.

3. Eligible Participants: For the purposes of the Washington House Shelter Program (PROGRAM), a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels; or other shelters, including emergency shelters and transitional housing; or for reference as further defined in 24 CFR Part 576.2. Program Participants may not be registered sex offenders or have open felony warrants.

4. Use of Funds: Funds shall be used to provide contracted service and operations of the PROGRAM, such as providing safety net services, case management services that promote connections to supportive service providers, increased housing stability and increased access to benefits and/or employment resources. Said services and operations shall be low barrier and promote an engagement rich environment in which people experiencing homelessness make connections to supportive services, health care, housing and stability.

B. Description of Program - The CONTRACTOR shall provide the following two service components as part of the PROGRAM:

1. Safe Sleep Services – At nighttime, the CONTRACTOR shall operate the PROGRAM as an overnight shelter which will provide safe sleep services for up to 16 individuals (eight households comprised of two adults) seeking a safe place to rest, three meals a day, and access to hygiene services, showers and restrooms.

2. Wrap Around Supportive Services – The CONTRACTOR shall provide case management services, including referrals and linkages to community based organizations, medical and behavioral health care services, and developing a housing plan to support program Participants in securing permanent housing.

C. Description of Services/CONTRACTOR Responsibilities - The PROGRAM shall meet the COUNTY’s need to provide emergency shelter services with access to showers, food and supportive
services for the homeless population. The CONTRACTOR’s responsibility will include operating, maintaining, staffing and coordinating the resources of the PROGRAM. The CONTRACTOR must have the ability to operate the PROGRAM year-round, meaning 24 hours day, seven days a week for 12 months.

1. Shelter Requirements CONTRACTOR shall:
   a. Ensure that PROGRAM will be in operation year-round, meaning 24 hours day, seven days a week for 12 months.
   b. Have a 24-hour contact available to PROGRAM staff for emergency purposes and communication policies and procedures in place to notify the COUNTY as appropriate.
   c. Have a 24-hour contact available to COUNTY for emergency purposes and to coordinate response as appropriate.
   d. Implement the Standards of Care in the operations of the PROGRAM and coordinate with COUNTY in the implementation process, seeking guidance as appropriate.

2. Site Management Tasks CONTRACTOR shall:
   a. Take appropriate action to address medical and/or behavioral health emergencies.
   b. Complete required reporting gathering data mutually agreed on by CONTRACTOR and COUNTY.
   c. Provide supervision of the program Participants enrolled in the PROGRAM including shelter entry registration process and the scheduling of meals, showers and other personal services as needed.
   d. Provide laundry facilities onsite (i.e. washers and dryers) and make these accessible to program Participants.
   e. Provide clean towels and launder towels as part of the core services provided in the PROGRAM by the CONTRACTOR.
   f. Ensure blankets, mattresses and other bedding are regularly cleaned and use reasonable care to ensure blankets, mattresses and other bedding remain clean and free of parasitic infestations and other pests.
   g. Provide Site Managers that will be responsible for the ongoing supervision of the PROGRAM and staff.

3. Administrative Management Tasks CONTRACTOR shall:
   a. Work in partnership with the COUNTY to be a Good Neighbor to the surrounding community. This includes informing the public about the positive aspects of the PROGRAM, being responsive to community concerns, and working closely with city and COUNTY government to minimize the impact of the PROGRAM on the surrounding neighborhood.
   b. Submit policies and procedures for PROGRAM including but not limited to those required by the Standards of Care, such as all aspects of services, management plan, staff responsibilities and staff coordination.
c. Coordinate with all COUNTY agencies providing supportive services to program Participants including but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources.

d. Engage local community-based organizations, non-profit agencies, social services programs and volunteers to assist with PROGRAM supportive services and engagement model. All efforts shall be coordinated with current COUNTY services and other contracted partners, as needed.

e. Provide supplies and equipment as needed for the ongoing operations of the PROGRAM. It is the CONTRACTOR’s responsibility to inventory the supplies and procure supplies as needed.

f. Review all billings and assure payments are timely, if applicable.

g. Provide training as outlined in the Standards of Care or as needed to staff.

h. Provide trainings to engaged community groups and volunteers, as appropriate, to facilitate the operations of the PROGRAM.

i. Coordinate COUNTY agencies and community-based organizations, on administrative functions such as PROGRAM operations meetings, site monitoring and requested documentation, as necessary and appropriate.

4. Performance Metrics CONTRACTOR shall:

a. Enter and update data into HMIS as required by the Orange County Continuum of Care approved policies and procedures and in coordination with the COUNTY.

b. Track data outside of HMIS as directed by COUNTY, on an as needed basis.

c. Develop a quarterly report utilizing data available in HMIS and other data as agreed upon with the COUNTY based on a mutually agreed upon timeframe between the COUNTY and CONTRACTOR.

d. Within 10-days of contract award, CONTRACTOR will develop a target number of housing exits during the term of this Contract, subject to COUNTY review and approval.

e. CONTRACTOR will submit reports on a daily, weekly and monthly basis. Daily report will include safe sleep numbers, meals served and other data points as agreed upon with the COUNTY. Data and due dates for the weekly and monthly reports will be items mutually agreed upon with the COUNTY and data collected through HMIS.

D. Program Design

1. Low Barrier Criteria - The PROGRAM is designed to encourage program participation by providing low barriers to entry and accommodating any couple or household comprised of two persons who identify as experiencing homelessness. The PROGRAM shall receive referrals as directed by COUNTY for up to eight households of two for a total of 16 program Participants and coordinate needed transportation as this PROGRAM does not allow for walk-ups.

Entry criteria for adults who are experiencing homelessness include, those who are:

a. Homeless as defined by HUD Definition
b. Age 18 or older

c. Ambulatory and not requiring hospital or nursing home care

d. Able to do their Activities of Daily Living

e. Agree to be nonviolent

f. Agree not to use or sell alcohol, drugs or illegal substances on the premises

g. Agree to treat other program Participants, staff and the property with respect

h. Agree to obey fire and other safety regulations

i. Agree to abide by pet or assistive animal requirements

j. Agree to follow posted shelter rules, including signing in at entry

2. Safe Shelter Access – The PROGRAM will be open 24 hours a day, seven days a week, including all holidays. The goal will be to provide a safe, secure sleeping area to those seeking shelter. Given the expected high service needs of majority of the program Participants, the CONTRACTOR has developed staffing plans based on addressing those needs while keeping everyone safe.

3. Standards of Care – The CONTRACTOR will review the Standards of Care and work with the COUNTY towards the implementation of the Standards of Care within the PROGRAM. The CONTRACTOR will communicate progress in implementation to the COUNTY and develop action plans as it relates to items described in the Standards of Care that pose challenge to implement as a result of the structure of the PROGRAM or the limitations within the facility.

4. Sleeping Areas – CONTRACTOR will configure the site to accommodate a variety of needs. Program Participants who are part of the same household will be provided a bedroom with a bed and access to shared bathrooms and shared kitchen facility. Program Participants who are part of the same household will be assigned a room through the PROGRAM’s intake process.

a. Each room shall have a locking door.

b. Each room shall have an assigned shared bathroom (shower and toilet). Assigned bathrooms are shared by two or three rooms being utilized by Participant household.

c. Rooms may be used in different configurations on a case-by-case basis as determined by CONTRACTOR and agreed to by COUNTY.

d. Assignments to rooms will align to household composition and reasonable accommodations as appropriate.

5. Meals – CONTRACTOR shall provide meals in a designated area of the PROGRAM site. Meals and food-related supplies will be provided by CONTRACTOR. Meals will vary based on availability of donations and supplies, but generally CONTRACTOR shall seek to provide one hot meal per day, and then stock the kitchen with supplies for breakfast and sandwiches.

6. Storage – CONTRACTOR shall allow program Participants to bring a small amount of personal items into their sleeping area. Program Participants who are part of the same household will share the closet within each room and will not have any other storage of additional items onsite. Personal items of program Participants shall be screened for bedbugs by CONTRACTOR before being
permitted into the PROGRAM site. Program Participants will be allowed to bring one bicycle each on
site. CONTRACTOR does not guarantee onsite parking for program Participants who own vehicles.
CONTRACTOR recognizes that program Participants value their belongings, and CONTRACTOR will
work with each program Participant to find the balance between creating a safe and sanitary
environment while honoring the value of personal possessions.

7. Entry Process – The PROGRAM can be accessed through an established referral process as
coordinated by CONTRACTOR and COUNTY. The established referral process will ensure that beds
are available for interested program Participants, interested Participants who meet eligibility
requirements and limit the operational impacts to the small facility. CONTRACTOR shall screen all
referrals for open felony warrants and sex offender status. During the daytime, visitors, individuals who
are visiting program Participants, must check in with the CONTRACTOR’s Case Manager.

a. While the PROGRAM will operate 24 hours a day, referrals into the PROGRAM will
be limited to typical business hours, meaning there will be no walk-in into facility or off-hours referrals
accepted. The CONTRACTOR will establish House Rules for the operation of the PROGRAM and
submit to COUNTY for approval. CONTRACTOR will establish a schedule and related activities for
the PROGRAM, including the general closing of amenities during “lights out”; however any program
Participant needing a reasonable accommodation will be accommodated, if possible.

b. CONTRACTOR shall operate PROGRAM and offer supportive services in a culturally
competent manner, including the intake and assessment process and ongoing case management.
Program Participants will have the rules and intake forms explained to them. When English is their
second language, the rules and intake forms will be explained in their primary language whenever
feasible

8. Facilities and Security – For facilities, paying rent and/or reasonable leasing costs for the
facilities shall be an eligible expense. For Security, while there shall be at least one staff person on duty
during regular working hours, and at least one staff person onsite and “on call” for emergencies during
the night, there will not be security personnel at all times on the premises. However, this policy will be
reevaluated on an ongoing basis based on actual conditions and issues that may present themselves over
time.

9. Case Management Services – Case Management services will be provided to the program
Participants who utilize this low-barrier shelter. The case managers will aid in connecting program
Participants to supportive services that best meet their needs, including facilitating the transition to
permanent housing. Eligible expenditures in support of these services includes security deposits for
rental units, application and credit check fees for rental units, and deposits for utilities.

a. The goal of low-barrier services within the PROGRAM is to provide a progressive
engagement model to individuals experiencing chronic homelessness who may be reluctant to seek
assistance due to mental health challenges, substance use, and/or chronic health conditions. Once linked
//
to existing supportive services within the COUNTY and partnering agencies, program Participants will work towards permanent supportive housing, alternative stable housing, and additional stability.

b. Case Managers assist in securing referrals and resources to voucher programs as available, rapid rehousing programs, move-in and furniture assistance programs as they progress to housing. Case managers may also help divert people from the PROGRAM through family reunification and other means. Through linkages and diversion, Case Managers will work to decrease length of stay at the PROGRAM and increase stability for those individuals outside the homeless system of care. This PROGRAM will align with the Orange County Continuum of Care (CoC) and the Coordinated Entry System. CONTRACTOR Staff will receive Orange County CoC and Coordinated Entry System guidance or other training offered in best practices and local CoC process.

10. Once confirmed eligible, program Participants shall meet with a Case Manager to complete the PROGRAM enrollment process, which includes the following components of the Intake Packet:

   a. House Rules
   b. Welcome Letter
   c. Occupancy Agreement
   d. Fact Sheet
   e. Grievance and Appeals Policy
   f. Intake Equipment Checklist
   g. Verification of Homelessness
   h. Supportive Resources
   i. Mental Health Screening
   j. Release of Information
   k. Bridge Housing Chart Checklist

11. Program Participants will be asked to sign an Occupancy Agreement within three days of intake into the PROGRAM, which allows the program Participant a 30-day period to plan and outline actions to reach the goal of securing permanent housing with the support of a CONTRACTOR’s case manager. The purpose of the emergency shelter is to support the program Participant in creating a housing plan in which they shall seek to secure permanent housing. After 30 days, the Case Manager meets with program Participants to identify progress of the program Participants’ housing plan and makes determinations based on their progress. An extension beyond the initial 90 days will be granted based on a case by case analysis. The program Participant circumstances will be evaluated on an individual basis depending on the housing track that was identified upon enrollment into PROGRAM.

12. Target PROGRAM Length of Stay is 90 to 180 days – however this length of stay will be determined individually between program Participant and Case Manager to ensure the program Participant is linked to all appropriate resources to secure safe transition into next phase of housing.

E. CONTRACTOR acknowledges that they are required to collaborate with other homeless services agencies.
F. CONTRACTOR will partner with medical or law enforcement in the event of an emergency. With the nature of the population being served at the shelter, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Staff and volunteers at these sites will be provided with additional emergency contact numbers. All staff and volunteers at the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract.

VI. STAFFING

A. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall ensure that documents are maintained of such efforts which may include, but not be limited to, records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

B. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

<table>
<thead>
<tr>
<th>PROGRAM STAFF</th>
<th>FTEs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Manager</td>
<td>2.00</td>
</tr>
<tr>
<td>Overnight Manager/Security</td>
<td>1.00</td>
</tr>
<tr>
<td>Program Manager/Senior Director of Services</td>
<td>0.60</td>
</tr>
<tr>
<td>TOTAL FTEs</td>
<td>3.60</td>
</tr>
</tbody>
</table>

C. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training and Annual Compliance Training.

D. CONTRACTOR shall maintain personnel files for each employed staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract.
Contract Summary Form
American Family Housing

SUMMARY OF SIGNIFICANT CHANGES
No list of significant changes

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

CONTRACT OPERATING EXPENSES

<table>
<thead>
<tr>
<th>PROGRAM COSTS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>$ 243,439</td>
</tr>
<tr>
<td>Operating Costs and Supplies</td>
<td>$ 167,093</td>
</tr>
<tr>
<td>Program Costs</td>
<td>$ 41,053</td>
</tr>
<tr>
<td><strong>TOTAL GROSS COSTS</strong></td>
<td><strong>$ 451,585</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REVENUE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net County Costs</td>
<td>$ 451,585</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td><strong>$ 451,585</strong></td>
</tr>
</tbody>
</table>

| **TOTAL MAXIMUM OBLIGATION**                       | **$ 451,585**|
Revision to ASR and/or Attachments

Date: May 12, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Clayton Chau, Agency Director, Health Care Agency
Re: ASR Control #: 19-001458, Meeting Date 05/19/2020, Item No. # 52
Subject: Contract for SAFEPlace Women's Shelter Services

Explanation:
The Health Care Agency would like to make the following updates:

Department Contact: Jonathan Chi (714) 634-4647
Paul Duncan (714) 345-5185

Annual Cost: FY 2020-21 $2,153,409
FY 2021-22 $2,153,409
FY 2022-23 $2,153,409

☑ Revised Recommended Action(s)

1. Approve the Contract with WISEPLACE for provision of SAFEPlace Women's Shelter Services, for the term of July 1, 2020, through June 30, 2023, for an amount not to exceed $6,460,227 - $2,153,409.

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

☑ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A - Contract MA-042-20010802 with WISEPlace for Women's Shelter Services
Attachment B - Contract Summary Form
CONTRACT FOR PROVISION OF
SAFEPLACE PROGRAM SERVICES
BETWEEN
COUNTY OF ORANGE
AND
WISEPLACE
JULY 1, 2020 THROUGH JUNE 30, 2021

THIS CONTRACT entered into this 1st day of July 2020 (effective date), is by and between the
COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and WISEPlace, a
California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be
referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be
administered by the Director of the COUNTY’s Health Care Agency or an authorized designee
(“ADMINISTRATOR”).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of SAFEPlace
Program Services described herein to individuals experiencing homelessness in Orange County; and
WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
conditions hereinafter set forth:
NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein,
COUNTY and CONTRACTOR do hereby agree as follows:

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
<table>
<thead>
<tr>
<th>PARAGRAPH</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Page</td>
<td>1</td>
</tr>
<tr>
<td>Table of Contents</td>
<td>2</td>
</tr>
<tr>
<td>Referenced Contract Provisions</td>
<td>4</td>
</tr>
<tr>
<td>I. Acronyms</td>
<td>5</td>
</tr>
<tr>
<td>II. Alteration of Terms</td>
<td>6</td>
</tr>
<tr>
<td>III. Assignment of Debts</td>
<td>6</td>
</tr>
<tr>
<td>IV. Compliance</td>
<td>6</td>
</tr>
<tr>
<td>V. Confidentiality</td>
<td>9</td>
</tr>
<tr>
<td>VI. Conflict of Interest</td>
<td>9</td>
</tr>
<tr>
<td>VII. Corrective Action Plan</td>
<td>9</td>
</tr>
<tr>
<td>VIII. Cost Report</td>
<td>10</td>
</tr>
<tr>
<td>IX. Debarment and Suspension Certification</td>
<td>12</td>
</tr>
<tr>
<td>X. Delegation, Assignment and Subcontracts</td>
<td>12</td>
</tr>
<tr>
<td>XI. Dispute Resolution</td>
<td>14</td>
</tr>
<tr>
<td>XII. Employee Eligibility Verification</td>
<td>15</td>
</tr>
<tr>
<td>XIII. Equipment</td>
<td>15</td>
</tr>
<tr>
<td>XIV. Facilities, Payments and Services</td>
<td>16</td>
</tr>
<tr>
<td>XV. Indemnification and Insurance</td>
<td>17</td>
</tr>
<tr>
<td>XVI. Inspections and Audits</td>
<td>21</td>
</tr>
<tr>
<td>XVII. Licenses and Laws</td>
<td>22</td>
</tr>
<tr>
<td>XVIII. Literature, Advertisements and Social Media</td>
<td>23</td>
</tr>
<tr>
<td>XIX. Maximum Obligation</td>
<td>23</td>
</tr>
<tr>
<td>XX. Minimum Wage Laws</td>
<td>23</td>
</tr>
<tr>
<td>XXI. Nondiscrimination</td>
<td>24</td>
</tr>
<tr>
<td>XXII. Notices</td>
<td>26</td>
</tr>
<tr>
<td>XXIII. Notification of Death</td>
<td>27</td>
</tr>
<tr>
<td>XXIV. Notification of Public Events and Meetings</td>
<td>27</td>
</tr>
<tr>
<td>XXV. Participant’s Rights</td>
<td>28</td>
</tr>
<tr>
<td>XXVI. Payment Card Compliance</td>
<td>28</td>
</tr>
<tr>
<td>XXVII. Records Management and Maintenance</td>
<td>28</td>
</tr>
<tr>
<td>XXVIII. Research and Publication</td>
<td>30</td>
</tr>
<tr>
<td>XXIX. Revenue</td>
<td>30</td>
</tr>
<tr>
<td>XXX. Severability</td>
<td>30</td>
</tr>
<tr>
<td>XXXI. Special Provisions</td>
<td>30</td>
</tr>
<tr>
<td>XXXII. Status of Contractor</td>
<td>31</td>
</tr>
</tbody>
</table>
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>PARAGRAPH</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>XXXIII. Term..................................</td>
<td>32</td>
</tr>
<tr>
<td>XXXIV. Termination.........................</td>
<td>32</td>
</tr>
<tr>
<td>XXXV. Third Party Beneficiary............</td>
<td>34</td>
</tr>
<tr>
<td>XXXVI. Waiver of Default or Breach......</td>
<td>34</td>
</tr>
<tr>
<td>Signature Page................................</td>
<td>35</td>
</tr>
</tbody>
</table>

## EXHIBIT A

| I. Common Terms and Definitions         | 1    |
| II. Budget                               | 3    |
| III. Payments                            | 4    |
| IV. Reports                              | 5    |
| V. Services                              | 7    |
| VI. Staffing                             | 12   |
REFERENCED CONTRACT PROVISIONS

Term: July 1, 2020 through June 30, 2021

Maximum Obligation: $2,153,409

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 00-232-2894

CONTRACTOR TAX ID Number: 95-1684796

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: WISEPlace
1411 North Broadway
Santa Ana, CA 92706

Brateil Aghasi, Executive Director
baghasi@wiseplace.org
I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract:

B. CalWORKs  California Work Opportunity and Responsibility for Kids
C. CAP  Corrective Action Plan
D. CCC  California Civil Code
E. CCR  California Code of Regulations
F. CES  Coordinated Entry System
G. CFR  Code of Federal Regulations
H. CHPP  COUNTY HIPAA Policies and Procedures
I. COC  Continuum of Care
J. COI  Certificate of Insurance
K. CPA  Certified Public Accountant
L. DRS  Designated Record Set
M. EEOC  Equal Employment Opportunity Commission
N. EOC  Equal Opportunity Clause
O. FFS  Fee For Service
P. FSC  Family Solutions Collaborative
Q. FTE  Full Time Equivalent
R. GAAP  Generally Accepted Accounting Principles
S. HCA  County of Orange Health Care Agency
T. HIPAA  Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
U. HMIS  Homeless Management Information System
V. HSC  California Health and Safety Code
W. HUD  U.S. Department of Housing and Urban Development
X. MH  Mental Health
Y. MHSA  Mental Health Services Act
Z. OCR  Federal Office for Civil Rights
AA. OIG  Federal Office of Inspector General
AB. OMB  Federal Office of Management and Budget
AC. OPM  Federal Office of Personnel Management
AD. P&P  Policy and Procedure
AE. PA DSS  Payment Application Data Security Standard
AF. PATH  Projects for Assistance in Transition from Homelessness
AG. PC  California Penal Code
II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein by this reference, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the services and obligations under this Contract.

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits thereof, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Contract, which has been formally approved and executed by both Parties.

III. ASSIGNMENT OF DEBTS

Unless this Contract is followed without interruption by another Contract between the Parties hereto for the same services and substantially the same scope, at the termination of this Contract, CONTRACTOR shall assign to COUNTY any debts owed to CONTRACTOR by or on behalf of persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of the relevant Parties, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings (together, “Compliance Program”) for the purpose of ensuring adherence to all rules and regulations related to federal and state homeless service and employment programs.
1. ADMINISTRATOR shall provide CONTRACTOR a copy of the policies and procedures relating to ADMINISTRATOR’s Compliance Program for CONTRACTOR to implement and comply with in relation to Covered Individuals performing services under this Contract.

2. CONTRACTOR has the option to develop and provide, or make available to, ADMINISTRATOR copies of its own Compliance Program policies and procedures. CONTRACTOR’s Compliance Program policies and procedures shall be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required elements of the ADMINISTRATOR’s Compliance Program as described in this Compliance Paragraph to this Contract prior to implementation. These elements include:
   a. Designation of a Compliance Officer and/or compliance staff.
   b. Written standards, policies and/or procedures.
   c. Compliance related training and/or education program and proof of completion.
   d. Communication methods for reporting concerns to the Compliance Officer.
   e. Methodology for conducting internal monitoring and auditing.
   f. Methodology for detecting and correcting offenses.
   g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide, or make available to ADMINISTRATOR, copies of its own Compliance Program policies and procedures, CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program in performing the services hereunder, and shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR’s Compliance Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary, complete ADMINISTRATOR’s annual compliance training to ensure proper compliance.

4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and procedures within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR’s Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR’s proposed Compliance Program contains all required elements to the ADMINISTRATOR’s satisfaction as consistent with the HCA’s Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its Compliance Program to meet ADMINISTRATOR’s required elements within thirty (30) calendar days after ADMINISTRATOR’s Compliance Officer’s determination and resubmit the same to ADMINISTRATOR for review.

5. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that the CONTRACTOR’s Compliance Program contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR’s Compliance Program and contact information for the ADMINISTRATOR’s Compliance Program.
B. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged that they will comply with ADMINISTRATOR’s Compliance Program shall use their best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete ADMINISTRATOR’s General Compliance Training when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

C. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Contract. This includes compliance with federal and state HOMELESS SERVICES program regulations and procedures or instructions otherwise communicated by regulatory agencies.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the Contract.
V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are Participants of the Orange County SAFEPlace program, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information regarding specific Participants with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Contract.

3. In the event of a collaborative service agreement between Homeless Services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for Participants receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. CONFLICT OF INTEREST

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

VII. CORRECTIVE ACTION PLAN

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an
acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR’s satisfaction will constitute a material breach and be grounds for termination of this Contract.

VIII. COST REPORT

A. CONTRACTOR shall submit a Cost Report to County no later than sixty (60) calendar days following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

   a. CONTRACTOR may be assessed a late penalty of five-hundred dollars ($500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

   b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Contract, and CONTRACTOR has not entered into a subsequent or new Contract for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall be immediately reimbursed to COUNTY.

//
//
//
//
B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY’s Maximum Obligation as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _________ for the cost report period beginning _________ and ending _________ and that, to the best of my knowledge and belief, costs reimbursed through this Contract are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report."
IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:
   1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, or placed on any such lists, by any federal department or agency.
   2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
   3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.
   4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
   5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.
   6. Shall include without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction,” (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted delegation in derogation of this paragraph shall be void.
B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new owners shall be required under the terms of sale or such other instruments of transfer for the assignment to assume CONTRACTOR’s duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Contract. Any attempted assignment in derogation of this subparagraph shall be void.

1. Nonprofit Entity Assignment. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government.

2. For-Profit Entity Assignment. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph.

3. Governmental Entity Assignment. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.

C. CONTRACTOR’s obligations undertaken pursuant to this Contract may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Contract as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.
1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days’ written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Contract.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR’s status with respect to a mere name change. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR’s performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Contract performance.

XI. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete. If such demand involves a cost adjustment to the Contract, CONTRACTOR’s written statement shall state that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract, including the provision of services. CONTRACTOR’s failure to proceed diligently shall constitute a material breach and be grounds for termination of this Contract.
C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR’s demand, it shall be deemed a final decision adverse to CONTRACTOR’s contentions.

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

XII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Contract meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

XIII. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Contract. “Relatively Permanent” is defined as having a useful life of one (1) year or longer. Equipment which costs $5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than $600 but may contain PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to, phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR’s written approval prior to purchase of any Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR
shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to
COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in
relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
with funds paid through this Contract, including date of purchase, purchase price, serial number, model
and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any
or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition,
CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Contract is followed without interruption by another Contract between the Parties
for substantially the same type and scope of services, at the termination of this Contract for any cause,
CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
Contract.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIV. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
minimum number and type of staff which meet applicable federal and state requirements, and which are
necessary for the provision of the services hereunder. Service disruptions must be reported to COUNTY
immediately and be approved in writing by the ADMINISTRATOR.

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.
The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

**XV. INDEMNIFICATION AND INSURANCE**

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

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

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

D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars ($50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR’s, its agents, employee’s or
subcontractor’s performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole
cost and expense with counsel approved by Board of Supervisors against same; and
2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any
duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
which the duty to defend stated above applies, and the CONTRACTOR’s SIR provision shall be
interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.
E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
this Contract, the COUNTY may terminate this Contract.
F. QUALIFIED INSURER
1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,
but not mandatory, that the insurer be licensed to do business in the state of California (California
Admitted Carrier).
2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
Risk Management retains the right to approve or reject a carrier after a review of the company's
performance and financial ratings.
G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>(4 passengers or less)</td>
<td></td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers’ Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td>Employee Dishonesty</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

H. REQUIRED COVERAGE FORMS
1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

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

I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
   a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
   b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:
   a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
   b. A primary and non-contributing endorsement evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

M. CONTRACTOR shall notify COUNTY in writing within thirty (30) business days of any policy cancellation and within ten (10) business days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to suspend or terminate this Contract.

//
N. If CONTRACTOR’s Network Security & Privacy Liability is a “Claims Made” policy, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Contract.

O. The Commercial General Liability policy shall contain a “severability of interests” clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

P. Insurance certificates should be forwarded to COUNTY at the address specified in the Referenced Contract Provisions of this Contract.

Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract may be terminated by County without penalty.

R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

U. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
   a. Prior to the start date of this Contract.
   b. No later than the expiration date for each policy.
   c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Contract.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
   a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.
b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR’s monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XVI. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, and Participant records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Contract, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non–compliance with applicable laws and regulations governing funds provided through this Contract, COUNTY may terminate this Contract as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Contract.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR’s operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Contract.

XVII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Contract.

B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. The applicable provisions of laws, regulations, and requirements for the provision of services under this Contract shall include, but not be limited to, the following:

1. ARRA of 2009.
4. CCR, Title 9, Rehabilitative and Developmental Services.
5. CCR, Title 17, Public Health.
6. CCR, Title 22, Social Security.
7. CFR, Title 42, Public Health.
8. CFR, Title 45, Public Welfare.
12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
14. McKinney-Vento Homeless Assistance Act
15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Contract must be approved at least thirty (30) business days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Contract must be approved in advance at least thirty (30) business days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Contract. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XIX. MAXIMUM OBLIGATION

A. The Maximum Obligation of COUNTY for services provided in accordance with this Contract is as specified in the Referenced Contract Provisions of this Contract.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of funding for this Agreement.

XX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or
indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Contract.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XXI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers’ representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a Participant or potential Participant any service, benefit, or accommodation.
2. Providing any service or benefit to a Participant which is different or is provided in a different manner or at a different time from that provided to other Participants.
3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
4. Treating a Participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Participants through a written statement that CONTRACTOR’s and/or subcontractor’s Participants may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.

1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Participants not able to resolve such problems at the point of service. Participants may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
a. COUNTY shall establish a formal resolution and grievance and appeals process in the
event informal processes do not yield a resolution.

b. Throughout the problem resolution and grievance and appeals process, Participant
rights shall be maintained, including access to the COUNTY’s grievance and appeals process at any
point in the process.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to
request a State Fair Hearing.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42
USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
discrimination against qualified persons with disabilities in all programs or activities, and if applicable,
as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to
enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
state law, this Contract may be canceled, terminated or suspended in whole or in part and
CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
state or COUNTY funds.

XXII. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
authorized or required by this Contract shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and
addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by
ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by E-Mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
damage to any COUNTY property in possession of CONTRACTOR.

D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
ADMINISTRATOR.

XXIII. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Contract,
CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain
the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
telephone immediately upon becoming aware of the death due to non-terminal illness of any person
served pursuant to this Contract; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send
via encrypted E-Mail to ADMINISTRATOR a written report within sixteen (16) hours after becoming
aware of the death due to non-terminal illness of any person served pursuant to this Contract.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
report hand delivered, faxed, sent via encrypted E-Mail, within forty-eight (48) hours of becoming
aware of the death due to terminal illness of any person served pursuant to this Contract.

c. When notification via encrypted E-Mail is not possible or practical CONTRACTOR
may hand deliver or fax to a known number said notification.

C. If there are any questions regarding the cause of death of any person served pursuant to this
Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to
the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
Notification of Death Paragraph.

XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve
Clients or occur in the normal course of business.
B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXV. PARTICIPANT’S RIGHTS

A. CONTRACTOR shall post the current HMIS privacy notice as well as the Orange County Continuum of Care Grievance and Appeals poster in locations readily available to Participants and staff. Grievance and Appeal forms must be available in the threshold languages and envelopes must be readily accessible to Participants to take without having to request the form or envelope.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance and appeals processes approved by ADMINISTRATOR, to which the participant shall have access.

1. CONTRACTOR’s grievance and appeals processes shall incorporate COUNTY’s grievance, appeals, participants’ rights, and/or utilization management guidelines and procedures. The participant has the right to utilize either or both grievance and appeals process(es) simultaneously in order to resolve their dissatisfaction.

C. The Parties agree that Participants have recourse to initiate an expression of dissatisfaction to CONTRACTOR, file a grievance, file an appeal, and file a complaint.

XXVI. PAYMENT CARD COMPLIANCE

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.

XXVII. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, prepare, maintain and manage records, primarily in HMIS, appropriate to the services provided and in accordance with this Contract and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such
records shall include, but not be limited to, individual housing plans, case management plans and
utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each
participant, the identity of the participant to whom the service was rendered, the date the service was
rendered, and such additional information as ADMINISTRATOR may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
claimed to have been incurred in the performance of this Contract and in accordance with County
policies of reimbursement and GAAP.

B. CONTRACTOR shall implement and maintain acceptable administrative, technical and
physical safeguards to ensure the privacy and security of health related and/or personally identifying
information CONTRACTOR collects from participants. If there is an unauthorized use of disclosure of
participant’s health related and/or personally identifying information in possession of CONTRACTOR,
CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use of
disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized
use or disclosure.

C. CONTRACTOR’s participant records shall be maintained in a secure manner. CONTRACTOR
shall maintain participant records and must establish and implement written record management
procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
termination of the contract, unless a longer period is required due to legal proceedings such as litigations
and/or settlement of claims.

E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
billings, and revenues available at one (1) location within the limits of the County of Orange. If
CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
written approval to CONTRACTOR to maintain records in a single location, identified by
CONTRACTOR.

F. To the extent CONTRACTOR is subject to PRA, CONTRACTOR shall notify
ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight
(48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the
PRA request.

G. CONTRACTOR may retain participant documentation electronically in accordance with the
terms of this Contract and common business practices. If documentation is retained electronically,
CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
or site visit.

//
2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

**XXVIII. RESEARCH AND PUBLICATION**

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Contract for the purpose of personal or professional research, or for publication.

**XXIX. REVENUE**

A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Contract may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

B. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

C. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Contract.

**XXX. SEVERABILITY**

If a court of competent jurisdiction declares any provision of this Contract or application thereof to any person or circumstances to be invalid or if any provision of this Contract contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full force and effect, and to that extent the provisions of this Contract are severable.

**XXXI. SPECIAL PROVISIONS**

A. CONTRACTOR shall not use the funds provided by means of this Contract for the following purposes:

1. Making cash payments to intended recipients of services through this Contract.

2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Supplanting current funding for existing services.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Contract for the following purposes:
1. Funding travel or training (excluding program-related mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of Participant care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.
5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
6. Providing inpatient hospital services or purchasing major medical equipment.
7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s Participants outside of program Scope of Services.

XXXII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Contract shall not be construed as creating the
relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR’s employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner to be COUNTY’s employees.

XXXIII. TERM

A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or holiday may be performed on the next regular business day.

XXXIV. TERMINATION

A. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days’ written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

B. COUNTY may terminate this Contract immediately, upon prior written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services without cause.
3. The delegation or assignment of CONTRACTOR’s services, operation or administration without the prior written consent of COUNTY.
4. The neglect by any licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
6. The continued incapacity of any licensed person to perform duties required pursuant to this Contract.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR removes such licensed person from serving persons assisted pursuant to this Contract.
C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Contract is contingent upon the following:
   a. The continued availability of federal, state and County funds for reimbursement of
      COUNTY’s expenditures, and
   b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
      approved by the Orange County Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
terminate or renegotiate this Contract upon thirty (30) calendar days’ written notice provided to
CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
CONTRACTOR shall not be obligated to accept the renegotiated terms.

D. In the event this Contract is suspended or terminated prior to the completion of the term as
specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced
term of the Contract.

E. In the event this Contract is terminated CONTRACTOR shall do the following:
   1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
      is consistent with recognized standards of quality care and prudent business practice.
   2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of
      Contract performance during the remaining Contract term.
   3. Until the date of termination, continue to provide the same level of service required by this
      Contract.
   4. If Participant’s records are to be transferred to another facility for services, furnish
      ADMINISTRATOR, upon request, all Participant’s information and records deemed necessary by
      ADMINISTRATOR to effect an orderly transfer.
   5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent
      with Participant’s best interests.
   6. If records are to be transferred to COUNTY, pack and label such records in accordance
      with directions provided by ADMINISTRATOR.
   7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
      supplies purchased with funds provided by COUNTY.
   8. To the extent services are terminated, cancel outstanding commitments covering the
      procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
      commitments which relate to personal services. With respect to these canceled commitments,
      CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
      arising out of such cancellation of commitment which shall be subject to written approval of
      ADMINISTRATOR.
9. Provide written notice of termination of services to each Participant being served under this Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

XXXV. THIRD PARTY BENEFICIARY

Neither Party hereto intends that this Contract shall create rights hereunder in third parties including, but not limited to, any subcontractors or any Participants provided services pursuant to this Contract.

XXXVI. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.
IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State of California.

WISEPLACE

BY: ___________________________ DATED: 5/12/2020

TITLE: ___________________________

COUNTY OF ORANGE

BY: ___________________________ DATED: ___________________________

HEALTH CARE AGENCY

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

BY: ___________________________ DATED: 5/12/2020

DEPUTY

If the contracting party is a corporation, two (2) 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 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.
EXHIBIT A
TO THE CONTRACT FOR PROVISION OF
SAFEPLACE PROGRAM SERVICES
BETWEEN
COUNTY OF ORANGE
AND
WISEPLACE
JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

A. The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Contract. The Parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Access Point refers to the point of entry into the Coordinated Entry System for households experiencing homelessness or at-risk of homelessness.

2. Admission means documentation, by CONTRACTOR, of completion of the entry and program enrollment into HMIS.

3. Case Management means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.

4. Client or Participant means an individual experiencing homelessness or at-risk of homelessness in Orange County.

5. Coordinated Entry System (CES) refers to the mechanism for connecting households experiencing homelessness or at-risk of homelessness to appropriate services and housing interventions. CES covers the geographic area of Orange County and is regionally focused by Service Planning Areas, is easily accessed by households who are seeking housing and services, and includes a comprehensive and standardized process used by all service providers participating in CES.

6. Continuum of Care (CoC) is a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The CoC strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. The CoC’s plan includes action steps to end homelessness and prevent a return to homelessness.

7. Coordinated Entry System (CES) Community Queue refers to a list of eligible households generated from a standardized assessment. The community queue is used to refer households to emergency and permanent housing programs, including permanent supportive housing and rapid rehousing, in the County.

8. Covered Individuals refers to CONTRACTOR staff relative to the Contract.
9. **Homeless Management Information System** (HMIS) refers to the HUD mandated database used to collect client-level data on the provision of housing and services to homeless individuals and families, as well as persons at-risk of homelessness.

10. **Housing Navigation** is a community-based, solution-focused strategy that assists individuals and families with complex and frequently occurring issues that prevent them from accessing and maintaining stable housing.

11. **Housing Specialist** means a specialized position dedicated to developing the full array of housing options for their program and monitoring their suitability for the population served in accordance with the minimal housing standards policy set by the COUNTY for their program. This individual is also responsible for assisting Participants with applications to low income housing, housing subsidies, senior housing, etc.

12. **United States Department of Housing and Urban Development (HUD)**, a cabinet-level agency that oversees federal programs designed to help Americans with their housing needs. HUD seeks to increase homeownership, support community development and increase access to affordable housing free from discrimination.

13. **Outreach** means the Outreach to potential Participants to link them to appropriate supportive services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Participants referral sources for the programs they offer.

14. **Program Director** means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.

15. **Referral** means providing the effective linkage of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has made contact with the referred service. Persons are referred to available housing resources and services in accordance with the policies and procedures approved by the CoC Board.

16. **Service Planning Area (SPA)** is a regional sector within the County. The three geographic regions are North, Central, and South County SPAs designed to improve service coordination and align resources among regional cities in Orange County.

17. **Standards of Care** refers to the standards approved by COUNTY for providing services to Participants. COUNTY may provide CONTRACTOR with COUNTY developed standards upon execution of, or during the term of, the Contract and update thereafter as necessary.

B. **CONTRACTOR and ADMINISTRATOR** may mutually agree, in writing to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Contract.

//
//
//
II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

PROGRAM COSTS

- Salaries and Benefits: $828,000
- Shelter Operations and Services: $627,133
- Program Supplies and Overhead: $638,276
- Admin/Data: $60,000

TOTAL GROSS COSTS: $2,153,409

REVENUE

- Net County Costs: $2,153,409

TOTAL REVENUE: $2,153,409

TOTAL MAXIMUM OBLIGATION: $2,153,409

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program for the purpose of meeting specific program needs or for providing continuity of care to its Participants, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed.
D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
Budget Paragraph of this Exhibit A to the Contract.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly in arrears, at the provisional amount of
$179,451 per month as specified in the Referenced Contract Provisions of the Contract. All payments
are interim payments only and are subject to Final Settlement in accordance with the Cost Report
Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of
providing the services, however, the total of such payments does not exceed COUNTY’s Maximum
Obligation as specified in the Referenced Contract provisions of the Contract and, provided further,
CONTRACTOR’s costs are reimbursable pursuant to COUNTY, State and/or Federal regulations.

1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and
Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.
ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the
provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
year-to-date provisional amount payments to CONTRACTOR’s and the year-to-date actual cost
incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the
provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR’s invoices shall be on a form approved or supplied by COUNTY and provide
such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar day
of each month. Invoices received after the due date may not be paid within the same month. Payments
to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt
of the correctly completed invoice form.

C. All invoices to COUNTY shall be supported, at CONTRACTOR’s facility, by source
documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
canceled checks, receipts, receiving records and records of services provided.

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
with any provision of the Contract.

//
//
E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Contract.

IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR on forms provided by the ADMINISTRATOR.

B. FISCAL

  1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Contract. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly-required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

  2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Contract and will include the employees’ names, titles, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC

  1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no
later than the twentieth (20th) calendar day following the end of the month/quarter being reported unless otherwise specified. Reporting requirements may include, but are not limited to:

a. Number of program participants who participate in safe sleep program
b. Number of participants who are employed or have secured employment
c. Data relating to entries, exits, and exit types of the PROGRAM, etc.
d. Additional reporting items will be determined in coordination with COUNTY and CONTRACTOR on an as needed basis.

e. CONTRACTOR shall enter the data in the Homeless Management Information System (HMIS) as coordinated with the COUNTY and the HMIS. This includes entering available beds into the Bed Management Module within HMIS for live bed reservations from identified access points.
f. CONTRACTOR shall collaborate with COUNTY and HMIS Lead on Coordinated Entry System and other Orange County Continuum of Care services and efforts to address homelessness.

2. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to adjust the items to be included in the monthly programmatic reports based on the needs of the COUNTY, the Participants, and a commitment to quality services.

E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of resident-related services provided by, or under contract with, the COUNTY as identified in ADMINISTRATOR’s P&Ps.

F. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

G. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Contract;
6. Effectively communicate in a proactive manner and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and the Contract and Program Administrators; and

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Contract.

V. SERVICES

A. Scope of Services Summary
1. Activities: CONTRACTOR (WISEPlace) shall perform all services set forth in the program description and will be responsible for administering program funded with local funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds.

2. Program Description: CONTRACTOR shall operate a low barrier emergency shelter for vulnerable women experiencing homelessness in Orange County at SAFEPlace for Women.

3. Eligible Participants: For the purposes of the SAFEPlace Program (PROGRAM), a person/household is considered to be homeless only when she lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels; or other shelters, including emergency shelters and transitional housing; or for reference as further defined in 24 CFR Part 576.2.

4. Use of Funds: Funds shall be used to provide contracted services and operations of the PROGRAM, such as providing safety net services and case management services that promote connections to service providers, increased housing stability and increased access to benefits and/or employment resources. Said services and operations shall be low barrier and promote an engagement rich environment in which people experiencing homelessness make connections to supportive service, health care, housing and stability. Funds will also be used to implement the minimum standard as described in Standards of Care within the program by ensuring proper staffing and fulfilling training requirements.

B. Description of Program - The CONTRACTOR shall provide the following two service components as part of the PROGRAM:

1. Shelter Services – At nighttime, the CONTRACTOR shall operate the PROGRAM area as an overnight shelter which will provide safe sleep for up to 60 women seeking a safe place to rest, three meals a day, and access to hygiene services, showers and restrooms.

2. Wrap Around Supportive Services – The CONTRACTOR shall provide case management services, including referrals and linkages to community based organizations, medical and behavioral health care services, and developing a housing plan to support program participants in securing permanent housing.
C. Description of Services/CONTRACTOR Responsibilities - The PROGRAM shall meet the COUNTY’s need to provide emergency shelter services with access to showers, food and supportive services for women experiencing homelessness. The CONTRACTOR’s responsibility will include operating, maintaining, staffing and coordinating the resources of the PROGRAM. The CONTRACTOR must have the ability to operate the PROGRAM, year-round, meaning 24 hours day, seven days a week for 12 months.

1. Shelter Requirements (applicable to all sites) CONTRACTOR shall:
   a. Ensure that PROGRAM will be in operation year-round, meaning 24 hours day, seven days a week for 12 months.
   b. Have a 24 hour contact available to PROGRAM staff for emergency purposes and communication policies and procedures in place to notify the COUNTY as appropriate.
   c. Have a 24 hour contact available to COUNTY for emergency purposes and to coordinate response as appropriate.
   d. Implement the Standards of Care in the operations of the PROGRAM and coordinate with COUNTY in the implementation process, seeking guidance as appropriate.

2. Site Management Tasks CONTRACTOR shall:
   a. Take appropriate action to address medical and/or behavioral health emergencies.
   b. Complete required reporting and gathering data mutually agreed on by CONTRACTOR and COUNTY.
   c. Provide supervision of the program participants enrolled in the PROGRAM including shelter entry registration processes and the scheduling of meals, showers and other personal services as needed.
   d. Provide site Managers that will be responsible for the ongoing supervision of the PROGRAM and staff.
   e. Provide laundry facilities onsite (i.e. washers and dryers) and make these accessible to program participants.
   f. Provide clean towels and the launder towels as part of the core services provided in the PROGRAM by the CONTRACTOR.
   g. Ensure blankets and mats are regularly cleaned and use reasonable care to ensure blankets and mats remain clean and free of parasitic infestations and other pests.

3. Administrative Management Tasks

CONTRACTOR shall:

a. Work in partnership with the COUNTY to be a Good Neighbor to the surrounding community. This includes informing the public about the positive aspects of the PROGRAM, being responsive to community concerns, and working closely with city and COUNTY government to minimize the impact of the PROGRAM on the surrounding neighborhood.
b. Submit policies and procedures for PROGRAM including but not limited to those required by the Standards of Care, such as all aspects of services, management plan, staff responsibilities and staff coordination.

c. Coordinate with all COUNTY agencies providing supportive services to program participants including but not limited to Health Care Agency, Social Services Agency, and OC Community Resources.

d. Engage local community-based organizations, non-profit agencies, social services programs and volunteers to assist with PROGRAM services. All efforts shall be coordinated with current COUNTY services and other contracted partners, as needed.

e. Have a 24-hour contact available to COUNTY for the purposes of emergencies.

f. Provide supplies and equipment as needed for the ongoing operations of the PROGRAM. It is the CONTRACTOR’s responsibility to inventory the supplies and procure supplies as needed.

g. Review all billings and assure payments are timely, if applicable.

h. Provide training as outlined in the Standards of Care or as needed to staff.

i. Provide trainings and direction to engaged community groups and volunteers, as appropriate, to facilitate the operations of the PROGRAM.

j. Coordinate COUNTY agencies and community-based organizations, on administrative functions such as PROGRAM operations meetings, site monitoring and requested documentation, as necessary and appropriate.

4. Performance Metrics

a. CONTRACTOR shall have a target of 3 housing exits/month.

b. CONTRACTOR shall submit reports on a daily, weekly and monthly basis. Daily report will include safe sleep numbers, meals served and other data points as agreed upon with the COUNTY. Data and due dates for the weekly and monthly reports will be items mutually agreed upon with the COUNTY and data collected through HMIS.

D. Program Design

1. Low Barrier Criteria - The PROGRAM is designed to encourage program participation by providing low barriers to entry and accommodating any person who identifies as experiencing homelessness. The CONTRACTOR welcomes all women who are experiencing homelessness and seeking help and will rapidly triage families with children, unaccompanied youth, and victims of domestic violence / sex trafficking to area agencies who can provide specialized programs and services to better address the needs of these populations as quickly as possible.

Entry criteria for adults who are experiencing homelessness, including those who are:

a. Homeless as defined by HUD Definition

b. Women age 18 or older

c. Ambulatory and not requiring hospital or nursing home care
d. Able to do their Activities of Daily Living

e. Agree to be nonviolent

f. Agree not to use or sell drugs or illegal substances on the premises

g. Agree to treat other program participants, staff and the property with respect

h. Agree to obey fire and other safety regulations

i. Agree to follow posted shelter rules, including signing in at entry

2. Safe Shelter Access - The PROGRAM shall be open 24 hours a day, seven days a week, including all holidays. Up to 60 nightly beds will be available on a first-come-first-serve basis to eligible program participants. The goal will be to provide a safe, secure sleeping area to those seeking shelter. Given the expected high service needs of most of the program participants, the CONTRACTOR has developed staffing plans based on addressing those needs while keeping everyone safe.

3. Standards of Care - The CONTRACTOR shall review the Standards of Care and work with the COUNTY towards the implementation of the Standards of Care within the PROGRAM. The CONTRACTOR shall communicate progress in implementation to the COUNTY and develop action plans as it relates to items described in the Standards of Care that pose challenge to implement as a result of the structure of the PROGRAM or the limitations within the facility.

4. Sleeping Areas - CONTRACTOR shall provide up to 60 shelter beds each night. The CONTRACTOR will configure the site to accommodate a variety of needs. Beds will at minimum consist of a cot, foam sleeping mat and blanket(s). Program participants will be assigned a bed and blanket through the intake process. Sleeping areas will allow for the following sections/bed types:

a. Single women

b. Women with disabilities

c. Section for women who are employed

d. Overflow section (flexible space to be utilized as needed)

5. Meals - CONTRACTOR shall provide meals in a designated area of the PROGRAM site. Meals and food-related supplies will be provided by CONTRACTOR.

6. Storage - CONTRACTOR shall allow program participants to bring a small amount of personal items into their sleeping area. Program participants will be given a second bin with a lid to store additional items onsite. Program participants will be allowed to bring one bicycle each onsite. CONTRACTOR does not guarantee onsite parking for program participants who own vehicles. CONTRACTOR recognizes that program participants value their belongings, and CONTRACTOR will work with each program participant to find the balance between creating a safe and sanitary environment while honoring the value of personal possessions.

7. Entry Process - The PROGRAM can be accessed through an established referral process as coordinated by CONTRACTOR and COUNTY. The established referral process will ensure that beds are available for interested program participants, interested participants meet eligibility requirements;
however, if capacity permits, women seeking shelter for the night will be allowed to stay overnight providing they are not a danger to themselves or others.

8. During the daytime, CONTRACTOR’s Security personnel will facilitate the entry process to the facility and ask those entering to sign in. CONTRACTOR’s staff will be available to assist interested program participants enroll in the PROGRAM and facilitate connections to supportive services for interested program participants.

9. At nighttime, the designed “lights out” time is 11 p.m. and will be enforced by CONTRACTOR’s Security. Program participants who choose to leave during the night are free to do so; however, program participants will not be allowed back into the facility until the next day. Additionally, any stored items might not be immediately accessible and may need to be retrieved the following day by the program participant. Security will generally close storage, showers, and other amenities during “lights out”; however anyone needing a reasonable accommodation will be accommodated, if possible.

10. CONTRACTOR shall operate PROGRAM and offer supportive services in a culturally competent manner, including the intake and assessment process and ongoing case management. Program participants will have the rules and intake forms explained to them. When English is their second language, the rules and intake forms will be explained in their primary language whenever feasible.

11. Security - The CONTRACTOR shall ensure Security is in place 24 hours a day, seven days a week, to ensure a peaceful environment for those seeking services and respite from the streets. There will be full time and part time security personnel at all times on the premises.

12. Case Management Services – Case Management services shall be provided to the program participants who utilize this low barrier shelter and access available resources offered by the CONTRACTOR. The case managers will aid in connecting program participants to supportive services that best meet their needs, including facilitating the transition into permanent housing.

13. The goal of low-barrier services is to provide a progressive engagement model to program participants who are experiencing chronic homelessness who may be reluctant to seek assistance due to mental health challenges, substance use, and chronic health conditions. Once linked to existing supportive services within the COUNTY and partnering agencies, program participants will work towards permanent supportive housing or alternative stable housing, and stability.

14. Case managers may also help divert people from the PROGRAM through family reunification and other means. Through linkages and diversion, Case Managers will work to decrease length of stay at the PROGRAM and increase housing stability for program participants. This project will align with the Orange County Continuum of Care (CoC) and the Coordinated Entry System. CONTRACTOR staff will receive Orange County CoC and Coordinated Entry System guidance or other training offered in best practices and local CoC process.

E. CONTRACTOR acknowledges that they are required to collaborate with other community-based organizations and homeless services agencies.
F. CONTRACTOR will partner with medical or law enforcement in the event of an emergency. With the nature of the population being served at the shelter, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Staff and volunteers at these sites will be provided with additional emergency contact numbers. All staff and volunteers at the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract.

VI. STAFFING

A. Contractor shall provide sufficient personnel staffing that will serve Participants’ needs. These personnel are anticipated to include Site Director, Employment Specialists, Client Services Coordinator, Client Services Administrator, Volunteer & Program Coordinator, Business Development Manager, Community Engagement Coordinator, and others as needed. These staff members will be based in Anaheim, but shall be supported by, and work in collaboration with, staff at Contractor’s other established offices in the region.

B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall ensure that documents are maintained of such efforts which may include, but not be limited to, records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

<table>
<thead>
<tr>
<th>PROGRAM STAFF</th>
<th>FTEs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Manager</td>
<td>3.0</td>
</tr>
<tr>
<td>Advocate</td>
<td>4.0</td>
</tr>
<tr>
<td>Senior Advocate</td>
<td>3.0</td>
</tr>
<tr>
<td>Weekend Supervisor</td>
<td>.40</td>
</tr>
<tr>
<td>Emergency Shelter Director</td>
<td>1.0</td>
</tr>
<tr>
<td>Bookkeeper</td>
<td>0.7</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>0.7</td>
</tr>
<tr>
<td>Senior Housing Specialist</td>
<td>0.5</td>
</tr>
<tr>
<td>Psychiatrist (Contract)</td>
<td>0.3</td>
</tr>
<tr>
<td>1</td>
<td>Maintenance (Contract)</td>
</tr>
<tr>
<td>2</td>
<td>Veterinarian (Contract)</td>
</tr>
<tr>
<td>3</td>
<td>Executive Director</td>
</tr>
<tr>
<td>4</td>
<td>TOTAL FTEs</td>
</tr>
</tbody>
</table>

D. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training and Annual Compliance Training.

E. CONTRACTOR shall maintain personnel files for each employed staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract.
# Contract Summary Form

**WISEPlace**

## SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

## SUBCONTRACTORS

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

## CONTRACT OPERATING EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROGRAM COSTS</strong></td>
<td></td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td>$ 816,033</td>
</tr>
<tr>
<td>Shelter Operations and Services</td>
<td>$ 660,600</td>
</tr>
<tr>
<td>Program Supplies and Overhead</td>
<td>$ 616,776</td>
</tr>
<tr>
<td>Admin/Data</td>
<td>$ 60,000</td>
</tr>
<tr>
<td><strong>TOTAL GROSS COSTS</strong></td>
<td>$ 2,153,409</td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
</tr>
<tr>
<td>Net County Costs</td>
<td>$ 2,153,409</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$ 2,153,409</td>
</tr>
<tr>
<td><strong>TOTAL MAXIMUM OBLIGATION</strong></td>
<td>$ 2,153,409</td>
</tr>
</tbody>
</table>
Continuation or Deletion Request

Date: 5/7/2020
To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Re: ASR Control #: 20-000152, Meeting Date 05/19/20  Agenda Item No. # 56
Subject: Contract Renewal for Supervised Electronic Confinement Home Detention Program

☐ Request to continue Agenda Item No. # xx to the MM/DD/YYYY Board Meeting.

Comments: Reason goes here.

☒ Request deletion of Agenda Item No. # 56

Comments: Deleting this item pursuant to the April 21, 2020 Board Resolution authorizing emergency contracting authority to the CEO/County Procurement Officer.
AGENDA STAFF REPORT

AGENDA STAFF REPORT 65

MEETING DATE: 05/19/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)

DEPARTMENT CONTACT PERSON(S): Peter DeMarco (714) 834-5777
Cynthia Shintaku (714) 834-7086

SUBJECT: Grant Applications/Awards Report

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concur</td>
<td>Approved Resolution to Form</td>
<td>Discussion</td>
</tr>
</tbody>
</table>

Budgeted: N/A

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: No

# of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A

County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

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

1. Approve Grant Award and Adopt Resolution – Health Care Agency – 2018 California Emergency Solutions and Housing (CESH) Program – $1,948,684.


4. Approve Grant Award and Adopt Resolution – Health Care Agency – 2019 Emergency Solutions Grant Program – $605,188.

5. Approve Grant Application – Health Care Agency – Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program (COSSAP) – $1,200,000.

7. Approve Grant Award – Social Services Agency – Housing and Disability Advocacy Program (HDAP) – $1,091,855.00.

8. Approve Grant Award and Adopt Resolution – District Attorney – Victim Witness Assistance Program – $81,000.


SUMMARY:
See the attached Grants Report.

BACKGROUND INFORMATION:
See the attached Grants Report.

FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A - Grants Report
Attachment B - 2018 CESH Resolution
Attachment B - 2019 CESH Resolution
Attachment B - 2018 ESG Resolution
Attachment B - 2019 ESG Resolution
Attachment B - Victim Witness Assistance Program Resolution
County of Orange Report on Grant Applications/Awards

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

On May 19, 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 Award and Adopt Resolution – Health Care Agency – 2018 California Emergency Solutions and Housing (CESH) Program – $1,948,684.


4. Approve Grant Award and Adopt Resolution – Health Care Agency – 2019 Emergency Solutions Grant Program – $605,188.

5. Approve Grant Application – Health Care Agency – Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program (COSSAP) – $1,200,000.


7. Approve Grant Award – Social Services Agency – Housing and Disability Advocacy Program (HDAP) – $1,091,855.00.

8. Approve Grant Award and Adopt Resolution – District Attorney – Victim Witness Assistance Program – $81,000.


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.
The California Emergency Solutions and Housing Program (CESH) is a new program recently established by California Senate Bill 850 Housing (SB 850) and is funded with a portion of Senate Bill 2 Building and Jobs Act (SB 2) homeless revenue and remaining California Emergency Solutions Grant funds. Program funding provides grants to administrative entities to assist persons who are experiencing or are at risk of homelessness. HCD issued a Notice of Funding Availability (NOFA) on August 15, 2018 to Administrative Entities (AEs). AEs are responsible for administrating CESH program funds in collaboration with the local Continuum of Care (CoC) and the respective CoC service area. The County of Orange has been designated by the CoC Board to serve as the AE for CESH funding in collaboration with the Orange County Continuum of Care.

On September 25, 2018, OC Community Resources presented the 2018 CESH grant to the Board and received authorization to submit an application for funds, execute a standard agreement, and conduct a procurement process to select subrecipients to administer program activities. The CESH application to HCD was submitted on October 15, 2018.
On January 11, 2019, OC Community Resources was sent an award announcement letter of CESH funds for eligible activities within the specified Continuum of Care service area such as rental assistance, housing relocation and stabilization services, flexible housing subsidy funds, operating support for emergency housing interventions including but not limited to navigation centers, street outreach, and shelter diversion. The allocation amount of $1,948,684 includes the County retaining $97,434 for administration of the funding. The Board approved the CESH 2018 grant award on August 27, 2019 and HCD finalized state standard agreement 18-CESH-12483 with OC Community Resources.

On November 19, 2019, the Board approved the Health Care Agency (HCA), OC Community Resources (OCCR) and County Executive Office (CEO) budget-related reorganization and directed the CEO, Auditor-Controller, HCA and OCCR to make position, encumbrance, appropriations, revenue and Net County Cost changes. The reorganization authorized the HCA director or designee to execute or amend changes to the Office of Care Coordination service contracts and grant items.

Due to the Office of Care Coordination’s reorganization to the Health Care Agency, HCD has requested a revision of language in Resolution 18-099 to remove OC Community Resources, County of Orange and replace with the criteria of the 2018 CESH Resolution template in which County of Orange is listed as “Applicant” and update the Director or designee authorized to execute the amended standard agreement to the Health Care Agency. The revised resolution is a formality of changing agencies within the County, reflects updated language set forth by HCD’s requirement and is not substantive.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☒</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>Massoud Shamel</td>
<td></td>
</tr>
</tbody>
</table>

**Recommended Action/Special Instructions**

1. Adopt by resolution to authorize Health Care Agency Director or designee to execute the Standard Agreement 18-CESH-12483 and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the CESH grant awarded to applicant, as HCD may deem appropriate.

<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>Jason Austin, Director of Care Coordination</td>
<td><a href="mailto:jaustin@ochca.com">jaustin@ochca.com</a> (714) 834-3747</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>Jason Austin, Director of Care Coordination</td>
<td><a href="mailto:jaustin@ochca.com">jaustin@ochca.com</a> (714) 834-3747</td>
</tr>
</tbody>
</table>
Resolution ##-###

County of Orange

AUTHORIZING RESOLUTION

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA
May 19, 2020

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

A. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated August 15, 2018 under the California Emergency Solutions and Housing (CESH) Program (Program, or CESH Program); and

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

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

NOW THEREFORE BE IT RESOLVED THAT:

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

2. Applicant is hereby authorized and directed to receive a CESH grant, in an amount not to exceed $1,948,684 in accordance with all applicable rules and laws.

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

4. The Director of OC 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 Program or the CESH grant awarded to Applicant, as the Department may deem appropriate.
<table>
<thead>
<tr>
<th>Today's Date:</th>
<th>May 19, 2020</th>
</tr>
</thead>
</table>
| Requesting Agency/Department: | Health Care Agency  
                              | Office of Care Coordination  
                              | Homeless Services |
| Grant Name and Project Title: | California Emergency Solutions and Housing (CESH) Program |
| Sponsoring Organization/Grant Source: | State Department of Housing and Community Development (HCD) |
| Application Amount Requested: | $1,116,498 |
| Application Due Date: | June 28, 2019 |
| Board Date when Board Approved this Application: | July 30, 2019 |
| Awarded Funding Amount: | $1,116,498 |
| Notification Date of Funding Award: | October 7, 2019 |
| Is this an Authorized Retroactive Grant Application/Award? | No |
| Recurrence of Grant | New ☐ Recurrent ☒ |
| If this is a recurring grant, please list the funding amount applied for and awarded in the past: | N/A |
| Does this grant require CEQA findings? | Yes ☐ No ☒ |
| What Type of Grant is this? | Competitive ☐ Other Type ☒ Explain: Formula allocation to the Continuum of Care. |
| County Match? | Yes ☐ Amount_____ or _____ % No ☒ |
| How will the County Match be Fulfilled? (Please include the specific budget) | No match is required. |
| 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 California Emergency Solutions and Housing Program (CESH) is a new program recently established by California Senate Bill 850 Housing (SB 850) and is funded with a portion of Senate Bill 2 Building and Jobs Act (SB 2) homeless revenue and remaining California Emergency Solutions Grant (ESG) funds. Program funding provides grants to Administrative Entities (AEs) to assist persons who are experiencing or are at risk of homelessness. State Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) on March 21, 2019. AEs are responsible for administrating CESH program funds in collaboration with the local Continuum of Care (CoC) and the respective CoC geographic service area. The County of Orange has been designated by the CoC Board to serve as the AE for CESH funding in collaboration with the Orange County CoC.

On July 30, 2019, the Housing & Homeless Services department under OC Community Resources presented the CESH grant application form to the Board of Supervisors and received authorization to submit an application for funds, execute a standard agreement, and conduct a procurement process to select subrecipients to administer program activities. The CESH application to HCD was submitted on June 28, 2019.
On October 7, 2019, OC Community Resources received an award announcement letter of CESH program funding for eligible activities within the Orange County CoC service area. Eligible activities include rental assistance, housing relocation and stabilization services, flexible housing subsidy funds, operating support for emergency housing interventions including but not limited to navigation centers, street outreach and shelter diversion. HCD issued state standard agreement 19-CESH-12966 on January 9, 2020, for the allocation amount of $1,116,498 including $55,823 in administration costs for the County to OC Community Resources. The Board approved the grant award on January 24, 2020.

On November 19, 2019, the Board approved the Health Care Agency (HCA), OC Community Resources (OCCR) and County Executive Office (CEO) budget-related reorganization and directed the CEO, Auditor-Controller, HCA and OCCR to make position, encumbrance, appropriations, revenue and Net County Cost changes. The reorganization authorized the HCA director or designee to execute or amend changes to the Office of Care Coordination service contracts and grant items.

Due to the Office of Care Coordination’s reorganization to the Health Care Agency, HCD has requested a revision of language in Resolution 19-021 to remove OC Community Resources, County of Orange and replace with the criteria of the 2019 CESH Resolution template in which County of Orange is listed as “Applicant” and update the Director or designee authorized to execute the amended standard agreement to the Health Care Agency. The revised resolution is a formality of changing agencies within the County, reflects updated language set forth by HCD’s requirement and is not substantive.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☒ No ❑</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>Massoud Shamel</td>
</tr>
</tbody>
</table>

**Recommended Action/Special Instructions**

1. Adopt by resolution to authorize Health Care Agency Director or designee to execute the Standard Agreement 19-CESH-12966 and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the CESH grant awarded to applicant, as HCD may deem appropriate.

**Department Contact:**

<table>
<thead>
<tr>
<th>Jason Austin, Director of Care Coordination</th>
</tr>
</thead>
<tbody>
<tr>
<td>OC Health Care Agency</td>
</tr>
<tr>
<td><a href="mailto:jaustin@ochca.com">jaustin@ochca.com</a></td>
</tr>
<tr>
<td>(714) 834-3747</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Jason Austin, Director of Care Coordination</th>
</tr>
</thead>
<tbody>
<tr>
<td>OC Health Care Agency</td>
</tr>
<tr>
<td><a href="mailto:jaustin@ochca.com">jaustin@ochca.com</a></td>
</tr>
<tr>
<td>(714) 834-3747</td>
</tr>
</tbody>
</table>
A majority of the Board of Supervisors of the County of Orange ("Applicant") hereby consent to, adopt and ratify the following resolutions:

A. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated June 10, 2019 under the California Emergency Solutions and Housing ("CESH") Program ("Program", or "CESH Program"); and

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

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

NOW THEREFORE BE IT RESOLVED THAT:

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

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

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

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 Program or the CESH grant awarded to Applicant, as the Department may deem appropriate.
Today's Date: May 19, 2020

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

Grant Name and Project Title: State of California Emergency Solutions Grant Program

Sponsoring Organization/Grant Source: State of California Department of Housing and Community Development

Application Amount Requested: $1,599,911

Application Due Date: February 28, 2018

Board Date when Board Approved this Application: July 31, 2018

$584,187 awarded on March 14, 2019.
Total awarded funding is $820,439

Notification Date of Funding Award: March 14, 2019; April 3, 2020

Is this an Authorized Retroactive Grant Application/Award? No

Recurrence of Grant: Recurrent

If this is a recurring grant, please list the funding amount applied for and awarded in the past:
Each allocation is a new grant award.
The previous grants awarded were
2016: $1,208,146
2017: $1,098,072

Does this grant require CEQA findings? Yes

What Type of Grant is this? Competitive

County Match? Yes ☒ Amount___ or ___100_ %

How will the County Match be Fulfilled? 100% of the match amount will be required of sub-recipients and may include existing County contracts with non-federal funds.

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

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

The State of California Department of Housing and Community Development (HCD) distributed an Administrative Entity Solicitation of Interest for responses in February 2018 from jurisdictions wishing to apply to be an Administrative Entity (AE) for allocation of State of California Emergency Solutions Grant (ESG) funding. On February 27, 2018 the Board of Supervisors authorized OC Community Resources to submit and execute a Solicitation of Interest form and other related forms to the State of California Housing and Community Development Department to continue to be the designated Administrative Entity for the allocation of State ESG funds.

The ESG program provides funding to (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; (5) rapidly re-house homeless individuals and families; and (6) prevent families/individuals from becoming homeless.
On June 8, 2018 HCD announced the release of the 2018 Emergency Solutions Grant Program Notice of Funding Availability (NOFA) for the Continuum of Care Allocation with an updated allocation amount of $584,187 which includes the County retaining $16,403 for administration of the program. The NOFA provides documentation requirements for AEs approved to administer 2018 ESG funding. On September 6, 2018, OC Community Resources/Housing and Community Development and Homeless Services submitted an application to HCD for grant funds in the amount of $584,187 to continue to serve as the AE to administer State ESG funding in collaboration with the Orange County Continuum of Care. The announcement of award for these funds was officially received from the State on March 14, 2019, and on June 25, 2019, the Board accepted the grant award and approved Standard agreement 18-ESG-12337 between the State of California and the County of Orange.

On November 19, 2019, the Board approved the Health Care Agency (HCA), OC Community Resources (OCCR) and County Executive Office (CEO) budget-related reorganization and directed the CEO, Auditor-Controller, HCA and OCCR to make position, encumbrance, appropriations, revenue and Net County Cost changes. The reorganization authorized the HCA director or designee to execute or amend changes to the Office of Care Coordination service contracts and grant items.

On April 3, 2020, the County received notice that an additional $236,252 in ESG disaster funding will be allocated to the ESG 2018 contract. This disaster funding is to be utilized within the ESG 2018 contract period for eligible program costs. A revised resolution is required to amend the standard agreement with HCD. Due to the Office of Care Coordinations reorganization to the Health Care Agency, HCD has requested a revision of language in Resolution 18-076 to remove OC Community Resources, County of Orange and replace with the criteria of the 2018 ESG Resolution template in which County of Orange is listed as "Applicant" and update the Director or designee authorized to execute the amended standard agreement to the Health Care Agency. The revised resolution is a formality of changing agencies within the County, reflects updated language set forth by HCD’s requirement and is not substantive.

Board Resolution Required?  
(Please attach document to eForm)  
Yes ☒  No ☐

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

Recommended Action/Special Instructions  
(Please specify below)

1. Adopt by resolution to accept $820,439 in ESG grant and authorize Health Care Agency Director or designee to execute the Standard Agreement 18-ESG-12337 and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG grant awarded to applicant, as HCD may deem appropriate.

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

Jason Austin, Director of Care Coordination  
OC Health Care Agency  
jaustin@ochca.com  
(714) 834-3747

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

Jason Austin, Director of Care Coordination  
OC Health Care Agency  
jaustin@ochca.com  
(714) 834-3747
Resolution No. # - ###
County of Orange
AUTHORIZING RESOLUTION
RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF ORANGE, CALIFORNIA
May 19, 2020

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

A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) for the Continuum of Care Allocation dated June 8, 2018 under the Emergency Solutions Grants (ESG) Program (Program, or ESG Program); and

B. WHEREAS Applicant is an approved state ESG Administrative Entity

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

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of ESG funds from the Department pursuant to the above referenced ESG 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 ESG Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive an ESG grant, in an amount not to exceed $820,439 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the ESG 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 Program or the ESG grant awarded to Applicant, as the Department may deem appropriate.

Resolution No. 20-____, Item No. <Clerk to complete upon adoption>
ESG 2018
<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>May 19, 2020</th>
</tr>
</thead>
</table>
| **Requesting Agency/Department:** | Health Care Agency  
Office of Care Coordination  
Homeless Services |
| **Grant Name and Project Title:** | State of California Emergency Solutions Grant Program |
| **Sponsoring Organization/Grant Source:** | State of California Department of Housing and Community Development |
| **Application Amount Requested:** | $605,188 |
| **Application Due Date:** | May 30, 2019 |
| **Board Date when Board Approved this Application:** | May 7, 2019 |
| **Awarded Funding Amount:** | $605,188 |
| **Notification Date of Funding Award:** | April 3, 2020 |
| **Is this an Authorized Retroactive Grant Application/Award?** | (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: | Each allocation is a new grant award. The previous grants awarded were  
2016: $1,208,146  
2017: $1,098,072  
2018: $584,187 |
| **Does this grant require CEQA findings?** | Yes ☐  
No ☒ |
| **What Type of Grant is this?** | Competitive ☐  
Other Type ☒ Explain:  
Formula Allocation to the Continuum of Care |
| **County Match?** | Yes ☒  
Amount ___ or _100_%  
No ☐ |
| **How will the County Match be Fulfilled?** | 100% of the match amount will be required of sub-recipients and may include existing County contracts with non-federal funds. |
| **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 ESG program provides funding to (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; (5) rapidly re-house homeless individuals and families; and (6) prevent families/individuals from becoming homeless.

On March 30, 2016, the State Department of Housing and Community Development (HCD) approved County of Orange, in collaboration with the Continuum of Care, as the Administrative Entity (AE) for allocation of ESG funding.

On June 29, 2019, HCD announced the release of the 2019 Emergency Solutions Grant Program Notice of Funding Availability (NOFA) for the Continuum of Care Allocation with an allocation amount of $605,188 which includes the County retaining $17,006 for grant administration, $235,273 for rapid rehousing and $352,909 for emergency shelter and other related eligible activities. The NOFA provides documentation requirements for AEs
approved to administer 2019 ESG funding. AEs are required to submit an authorizing resolution from the AE’s Governing Board. OC Community Resources received an award announcement letter of ESG program funding for eligible activities within the Orange County CoC service area on November 7, 2019. The state standard agreement 19-ESG-13117 was received on April 3, 2020 and is pending signature by the HCA Director or designee to authorize the contract. The Agreement contains an indemnification clause that differ from County’s standard indemnification standard. The clause is for general indemnity, requiring the County to indemnify, hold harmless and defend the State against claims/loss/liability that result from the County’s performance of the Grant Agreement. CEO/Risk Management has reviewed and approved this provision.

ESG contract renewals will be submitted to the Board of Supervisors for approval once the state standard agreement is executed by HCD.

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

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

<table>
<thead>
<tr>
<th>Recommended Action/Special Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please specify below)</td>
</tr>
<tr>
<td>1. Accept, and approve, by resolution the grant award with the State of California Department of Housing and Community Development for 2019 Emergency Solutions Grant Continuum of Care allocation of funds and submit necessary documents to amend the standard agreement with HCD, and authorize the Health Care Agency Director or designee to execute the grant award agreement.</td>
</tr>
<tr>
<td>2. Authorize the Health Care Agency Director or designee, in collaboration with the Orange County Continuum of Care, to use the grant award of 2019 Emergency Solutions Grant funds to administer contracts with procured providers to carry out Emergency Solutions Grant program services.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Contact :</th>
</tr>
</thead>
<tbody>
<tr>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
</tr>
<tr>
<td>Jason Austin, Director</td>
</tr>
<tr>
<td>HCA Office of Care Coordination</td>
</tr>
<tr>
<td><a href="mailto:jaustin@ochca.com">jaustin@ochca.com</a></td>
</tr>
<tr>
<td>(714) 834-3747</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
</tr>
</thead>
<tbody>
<tr>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
</tr>
<tr>
<td>Jason Austin, Director</td>
</tr>
<tr>
<td>HCA Office of Care Coordination</td>
</tr>
<tr>
<td><a href="mailto:jaustin@ochca.com">jaustin@ochca.com</a></td>
</tr>
<tr>
<td>(714) 834-3747</td>
</tr>
</tbody>
</table>
Resolution No. ##-### County of Orange

AUTHORIZING RESOLUTION
May 19, 2020

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

A. WHEREAS the State of California (the “State”), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA”) for the Continuum of Care Allocation dated **03/29/2019 and amended 05/03/2019** under the Emergency Solutions Grants (ESG) Program (Program, or ESG Program); and

B. WHEREAS Applicant is an approved state ESG Administrative Entity

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

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of ESG funds from the Department pursuant to the above referenced ESG 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 ESG Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive an ESG grant, in an amount not to exceed **$605,188** in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the ESG 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 the County of Orange 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 Program or the ESG grant awarded to Applicant, as the Department may deem appropriate

Resolution No. 20_____, Item No. ___<Clerk to complete upon adoption>___
ESG 2019
### GRANT APPLICATION / Grant Award

<table>
<thead>
<tr>
<th><strong>Today's Date:</strong></th>
<th>5/5/20</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Health Care Agency / Behavioral Health Services</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program (COSSAP)</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>Department of Justice (DOJ)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$1,200,000</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>5/21/20</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award? Yes</strong></td>
<td>(If yes, attach memo to CEO)</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☑ Recurrent ☐ Other ☐ Explain:</td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td>n/a</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive ☑ Other Type ☐ Explain:</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☐ Amount ____ or ____ % No ☒</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>(Please include the specific budget)</td>
</tr>
<tr>
<td></td>
<td>n/a</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No.</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

This grant would fund the expansion of the County's comprehensive efforts to identify, respond to, treat, and support Orange County residents impacted by illicit opioids, stimulants, and other substance use disorders. This grant aims to reduce the impact of opioids, stimulants, and other substances on individuals and communities in Orange County, including the reduction in the number of overdose fatalities, as well as mitigate the impacts on crime victims by supporting comprehensive and collaborative initiatives. Currently, there are no Medication Assisted Treatment (MAT) services offered at the County outpatient clinics; thus, those clients are required to visit multiple locations in order to receive both substance use treatment and MAT. If awarded, Orange County Health Care Agency intends to cover the cost for one full-time equivalent psychiatrist in order to implement MAT services at the County-operated Substance Use Disorder (SUD) outpatient clinics, as well as cover transportation services from jail to treatment. Correctional Health Services social workers will coordinate with outpatient SUD clinics to link discharging inmates to appropriate SUD and MAT services. In addition, peer recovery support will be provided for discharging clients leaving the jail in order to increase successful linkages to ongoing SUD recovery support and MAT services.
<table>
<thead>
<tr>
<th><strong>Board Resolution Required?</strong></th>
<th>Yes ☐</th>
<th>No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deputy County Counsel Name:</strong></td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
</tr>
<tr>
<td><strong>Recommended Action/Special Instructions</strong></td>
<td>(Please specify below)</td>
<td></td>
</tr>
<tr>
<td><strong>Department Contact:</strong></td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
<td></td>
</tr>
<tr>
<td>Jeff Nagel, BHS Director</td>
<td>714-834-7024 / <a href="mailto:JNagel@ochca.com">JNagel@ochca.com</a></td>
<td></td>
</tr>
<tr>
<td><strong>Name of the individual attending the Board Meeting:</strong></td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
<td></td>
</tr>
<tr>
<td>Jeff Nagel, BHS Director</td>
<td>714-834-7024 / <a href="mailto:JNagel@ochca.com">JNagel@ochca.com</a></td>
<td></td>
</tr>
<tr>
<td>Field</td>
<td>Details</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>Today’s Date</td>
<td>April 24, 2020</td>
<td></td>
</tr>
<tr>
<td>Requesting Agency/Department</td>
<td>Health Care Agency / Environmental Health</td>
<td></td>
</tr>
<tr>
<td>Grant Name and Project Title</td>
<td>Waste Tire Enforcement - TEA27</td>
<td></td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source</td>
<td>California Department of Resources Recycling and Recovery (CalRecycle)</td>
<td></td>
</tr>
<tr>
<td>Application Amount Requested</td>
<td>$430,561</td>
<td></td>
</tr>
<tr>
<td>Application Due Date</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Board Date when Board Approved this Application</td>
<td>December 17, 2019</td>
<td></td>
</tr>
<tr>
<td>Awarded Funding Amount</td>
<td>$430,562</td>
<td></td>
</tr>
<tr>
<td>Notification Date of Funding Award</td>
<td>April 19, 2020</td>
<td></td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>Recurrent</td>
<td></td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>TEA22 $365,128 $347,000  TEA23 $418,032 $382,581  TEA24 $560,798 $560,798  TEA25 $414,427 $414,427  TEA26 $414,428 $485,986</td>
<td></td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive</td>
<td></td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes Amount _____ or _____ %  No</td>
<td></td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No</td>
<td></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>
<td></td>
</tr>
<tr>
<td>CalRecycle offers Tire Enforcement grants to city and county agencies throughout California to investigate illegal tire disposal activities and perform waste tire inspections to ensure compliance with all applicable laws and regulations. HCA implements this program at the local level by providing onsite assistance and guidance to Orange County businesses to comply with State law.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board Resolution Required?</td>
<td>Yes  No</td>
<td></td>
</tr>
<tr>
<td>Deputy County Counsel Name:</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Grant Authorization e-Form
The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to accept this grant award with CalRecycle the in the amount of $430,562 for the term of July 1, 2020 through June 30, 2021.

Authorization for the Health Care Agency Director or designee to execute the grant agreement and all grant documents was approved through Board Resolution 19-131. However, the agreement contains an indemnification provision that differ from the County standard. CEO/Office of Risk Management has reviewed and determined the sole indemnification provision is acceptable for obtaining grant funds. The grant agreement is attached.

Massoud Shamel of the Office of County Counsel has reviewed the grant agreement and approved it to form.

<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>
</table>
| Christine Lane (714) 433-6473  
clane@ochca.com |                                                                                                   |

<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>
</table>
| Steve Thronson (714) 834-4418  
Cheryl Meronk (714) 834-4099 |                                                                                             |
<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>April 30, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Social Services Agency/ Assistance Programs</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Housing and Disability Advocacy Program (HDAP)</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Department of Social Services (CDSS)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$1,091,855.00</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>March 9, 2020</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>February 25, 2020</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>$1,091,855.00</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>April 21, 2020</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No</td>
</tr>
</tbody>
</table>

**Recurrence of Grant**

| Recurrence of Grant | New [ ] Recurrent [x] Other [ ] Explain: |

| **If this is a recurring grant, please list the funding amount applied for and awarded in the past:** | 2018: $2,147,651 |

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

| **What Type of Grant is this?** | Competitive [ ] Other Type [x] Explain: Allocated funds defined by CDSS. |

| **County Match?** | Yes [x] Amount [ ] or _100___% No [ ] |

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

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

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

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

On February 20, 2019, a Memorandum of Understanding (MOU) between SSA and OCCR was signed to establish the collaborative effort in meeting objectives and to comply with State of California obligations for HDAP. The MOU describes the
HDAP services and activities that would be provided through subcontracted service providers. The selected providers were approved by the Board on April 3, 2019 and are currently administering HDAP services to eligible participants through sole source contracts which focus on service delivery in each Service Planning Area (Central, North, and South). Approval of this application for funds and subsequent award will allow for renewal of these contracts to ensure continuity of services and provide support to the System of Care as the County continues to address homelessness in our community.

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

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

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debra Baetz 714-541-7795 <a href="mailto:Debra.Baetz@ssa.ocgov.com">Debra.Baetz@ssa.ocgov.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debra Baetz 714-541-7795 <a href="mailto:Debra.Baetz@ssa.ocgov.com">Debra.Baetz@ssa.ocgov.com</a></td>
<td></td>
</tr>
<tr>
<td><strong>Today's Date:</strong></td>
<td>May 8, 2020</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>District Attorney</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Victim Witness Assistance Program</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Governor’s Office of Emergency Services</td>
</tr>
<tr>
<td></td>
<td>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$3,004,640</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>September 30, 2019</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>February 26, 2019</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>Additional $81,000</td>
</tr>
<tr>
<td></td>
<td>Previously awarded $3,004,640 (11/7/2019)</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>April 28, 2020</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>(If yes, attach memo to CEO)</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☐ Recurrent ☑ Other ☐ Explain:</td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td>FY 18-19; Applied for $2,897,154; Awarded $2,897,154</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes ☐ No ☑</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive ☑ Other Type ☐ Explain:</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☐ Amount _____ or _____ % No ☑</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>N/A</td>
</tr>
<tr>
<td>(Please include the specific budget)</td>
<td></td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No new position is required.</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

The Victim Witness Assistance Program is supported by the Federal Victim of Crime Act. The program is designed to provide high quality, comprehensive services that address the individual needs of crime witnesses. The District Attorney was awarded $3,004,640 to continue the program. The additional funds of $81,000 were awarded to support over 100 victims of arson at a Tustin apartment complex.

These grant funds will be utilized to support a specialized team within Waymakers, Inc. to provide coordination for the appearance of all subpoenaed witnesses in misdemeanor trials, preliminary trials, preliminary felony hearings and felony trials at the request of the OCDA. Service requirements include placing witnesses “on-call”, making case status and disposition available to the witness, notification and intervention with the witness’ employer, arranging transport of the witness to court, and “call-off” of witnesses. The team consists of program directors, victim advocates and coordinators to assist victims.
Deputy County Counsel Name:  
(Please list the Deputy County Counsel that approved the Resolution)  
James Harman, Deputy County Counsel

Recommended Action/Special Instructions  
(Please specify below)

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

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with CalOES accepting the grant award of $3,085,640 to continue the Victim Witness Assistance Program for fiscal years 2019-20 and 2020-21.
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 Victim Witness Assistance Program.

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

Glenn Robison  (714) 347-8778  glenn.robison@da.ocgov.com

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

Glenn Robison
RESOLUTION OF THE BOARD OF SUPERVISORS OF  
ORANGE COUNTY, CALIFORNIA

WHEREAS, the County of Orange, California (the “County”) desires to undertake its project designated “The Victim/Witness Assistance Program” to be funded from funds available through the Federal Victims of Crime Act administered by the State of California, Office of Emergency Services (hereafter referred to as CalOES).

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 CalOES for the Victim/Witness Assistance Program, effective from October 1, 2019 through September 30, 2020. The total project amount for this program $3,330,166, which includes the grant amount not to exceed $3,085,640 and an in-kind match of $244,546 to be provided by Waymakers, Inc.

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 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 CalOES 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.
Continuation or Deletion Request

Date: May 15, 2020
To: Clerk of the Board of Supervisors
From: Tom Hatch, Chief Human Resource Officer
Re: ASR Control #: N/A, Meeting Date 05/19/20  Agenda Item No. # CS-1
Subject: Request to Cancel Closed Session Item for May 19, 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 item, CS-1.
To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Date: May 4, 2020
RE: May 19, 2020 Board Meeting Agenda

The County Executive Office is requesting that an item of business be added to the May 19, 2020, Board Meeting Agenda to (1) permit the County Executive Office, Health Care Agency and other County departments to provide an update to the Board of Supervisors ("Board") concerning efforts to address and mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency; and (2) allow the Board to provide further direction to the County Executive Officer and other County Officers, as necessary.

Accordingly, please prepare the Board Meeting agenda item to read:

1. Receive update from County Executive Office, Health Care Agency, and other County departments concerning efforts to address and mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency, and (2) provide direction to the County Executive Officer and other County Officers concerning on-going County operations, allocation of County resources and personnel, maintenance of essential public services and facilities, temporary suspension and/or closure of non-essential public services and facilities, management of County property and finances, measures necessary to protect public health and safety, and expenditures necessary to meet the social needs of the population.

The Board will receive reports from departments and provide direction on the following items:

New Updates

Health Care Agency
   a. Overall status of COVID-19 in Orange County
   b. Testing and coordination with private testing labs
   c. Treatment protocols
   d. Medical equipment and supplies
   e. Homeless response
   f. Hospital support, communication, readiness, and response

Mental health support and resources related to COVID-19

Social Services Agency
   g. Public safety net
Orange County Community Resources:
  h. Food security
  i. Vulnerable population response
  j. Economic support for working families and small businesses
  k. State and federal coordination and assistance
  l. Workforce Update and precautions for all employees providing in-person services

Sheriff-Coroner
  m. First responder communication support, readiness and response
  n. Jails update

County Executive Office
  o. Public communication and coordination
  p. County facilities, employees, and contractors
  q. Fiscal impacts and needed support
  r. Public facilities

Thank you.

cc: Board of Supervisors
    County Executive Office
    County Counsel
Please enter this video @ email in the public record at the next Board of Supervisors mtg in each county & distribute this to all Supervisors Sheriff’s & executive staff in each county thank you

Honorable Members of the Board of Supervisors, Sheriffs in Orange, Riverside & San Bernardino Counties

We all know how most all of us are suffering over the COVID/19 Lock Down, I hope you all will review the plea ( video att) Stephanie & I made on KMET 1490 AM on 5-13-20 , We need to band together & stop the damage being done to our lives gets increasingly worse every second we delay opening our Counties up to the way they were before on March 4th 2020 when the Governor signed the emergency order sending us on this spiral of ruin we are currently in!

Some additional information for your review of more reason the over reaction to this is potentially damaging not only our health but our economic future !!!

https://medium.com/@gidmk/you-still-probably-dont-need-a-mask-for-covid-19-7af055c2cf0f

Epidemiologist M K GIDIEON

"Mask provision is probably ineffective at preventing the transmission of respiratory diseases such as COVID-19 in the community. There is some evidence that it might be helpful for those who are very strictly adherent, but this is of low quality and inconsistent among trials. Thus, current best evidence strongly argues against mask use in the general population."

" And, while not entirely consistent, there seems to be some evidence from these per-protocol analyses that people who wear their masks religiously may have a reduced risk of infection, although the longer the incubation period of the disease, the smaller the benefit. The big study that I mentioned from Australia estimated that with a 2-day incubation period for influenza, the efficacy of mask-wearing for people who wore their masks a lot was roughly halved, which raises some questions about COVID-19, which has a 4–7 day incubation period itself. "

Link to full radio broadcast on 5-13-20

https://www.facebook.com/IENewswire/videos/553929832211309/
Confidentiality Statement: The information contained in this transmission is privileged and confidential. It is intended only for the recipient(s) named above. If you are not the intended recipient, please forward this to the intended recipient immediately. Anyone other than the intended recipient is strictly prohibited from any dissemination, distribution or copying of this transmission. If you have received this in error, please contact the sender immediately and destroy the transmission.
Lopez, María [COB]

From: Michael J. Costello <MichaelCostello@testanlaw.com>
Sent: Friday, May 15, 2020 10:59 AM
To: COB_Response
Cc: Michael J. Costello
Subject: Comments for upcoming Board meetings

Hope this memo receives you well

1) Is there a way to calculate and post recovery figures, given that news seems to rely on negative it would be good for the citizens to know that figure on a regular basis, even if it is estimated

2) Will the County have a template for business to use to create their RTW program?

3) Social Distancing, and small groups – can there be guidance for small gatherings such as small birthday parties for children. In creating a plan to allow, you will prevent excess which will occur if not on the weekend of the 23rd of May but the weekend of the 4th of July. If we know that hey can have a group less than (insert), hand washing, sanitization, food prepared to avoid buffet style, and mask worn by those above the age of 14 if away from immediate family.

Thank you

Our New Centralized Mailing Address is: 31330 Oak Crest Dr., Westlake Village, CA 91361.

Michael J. Costello
General Counsel
Managing Partner of Continuing Education
Attorney at Law

Orange, California Office
C: 949-981-5727
O: 714-245-8888
F: 714-245-8880
michaelcostello@testanlaw.com

Mailing Address:
Testan Law APC | 31330 Oak Crest Dr. | Westlake Village, CA 91361


Please note our new Law Firm Name, TESTAN LAW formerly Adelson, Testan, Brundo, Novell & Jimenez.

TESTAN LAW, since 1996, continues to provide innovation and the best defense representation in 23 offices from coast to coast.
COVID-19 Financial Update
May 19, 2020
## County Response to COVID-19
### 3/1/20 – 12/30/20

<table>
<thead>
<tr>
<th>Medical Expenses</th>
<th>Public Health Expenses</th>
<th>Payroll</th>
<th>Public Health Measures</th>
<th>Economic Support</th>
<th>C19 Related Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75M Testing</td>
<td>$128M PPE, Disease</td>
<td>$88M County Emergency</td>
<td>$91M Homelessness, Jails, Food</td>
<td>TBD</td>
<td>$71M Behavioral Health, Maintain Facilities/ Sanitation</td>
</tr>
<tr>
<td>PCR Serology</td>
<td>Disease Control</td>
<td></td>
<td>Response</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- County Must Use CARES Act Funding First Before FEMA
- Cannot Currently be Used to Backfill Revenue Loss
- Board should consider giving priority to core functions under Medical, Public Health Expenses, Payroll & Public Health Measures.

$554M - $453M = $101M
### Estimated Revenue Loss Due to COVID-19
(as of April 17, 2020)

<table>
<thead>
<tr>
<th>Tax Description</th>
<th>FY 2019-20</th>
<th>FY 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prop 172 Half Cent Public Safety Sales Tax (Sheriff, DA)</td>
<td>($ 32.1)</td>
<td>($ 98.6)</td>
</tr>
<tr>
<td>2011 Realignment – AB109, Public Safety, Health, Protective Services (Sheriff, DA, Probation, Public Defender, HCA, SSA)</td>
<td>($36.9)</td>
<td>($139.3)</td>
</tr>
<tr>
<td>1991 Realignment – Health &amp; Human Services (HCA, SSA, Probation)</td>
<td>($3.5)</td>
<td>($40.3)</td>
</tr>
<tr>
<td>Other [1]</td>
<td>($53.6)</td>
<td>($54.2)</td>
</tr>
<tr>
<td><strong>Total [2]</strong></td>
<td><strong>($126.1)</strong></td>
<td><strong>($332.4)</strong></td>
</tr>
</tbody>
</table>

[1] Sheriff OC Fair, OCCR Parks/Libraries/Animal Care, HCA Fees, OCPW Road/Parking/Planning, JWA, OCWR

[2] Total two-year estimated revenue loss is $458.5M. FY 2019-20 revenue loss will result in draw from budget stabilization reserve. Planning is underway for managing FY 2020-21 revenue loss if no backfill from State for Federal governments.
## General Fund Reserves
(in millions)

<table>
<thead>
<tr>
<th>Reserve Description</th>
<th>Balance at 3/31/2020</th>
<th>Projected Current Year Use</th>
<th>Projected Balance at 6/30/2020</th>
<th>Projected FY 20-21 Use</th>
<th>Projected Balance at 6/30/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total General Fund Reserves</td>
<td>$ 687.8</td>
<td>$ (126.1)</td>
<td>$ 561.7</td>
<td>$ (16.4)</td>
<td>$ 545.3</td>
</tr>
<tr>
<td>Reserve for Budget Stabilization</td>
<td>531.3</td>
<td>(126.1)</td>
<td>405.2</td>
<td>TBD</td>
<td>405.2</td>
</tr>
<tr>
<td>Contingencies (Catastrophic Events)</td>
<td>65.0</td>
<td>0.0</td>
<td>65.0</td>
<td>0.0</td>
<td>65.0</td>
</tr>
<tr>
<td>Reserve for Capital &amp; IT Projects</td>
<td>52.1</td>
<td>0.0</td>
<td>52.1</td>
<td>(16.4)</td>
<td>35.7</td>
</tr>
<tr>
<td>Reserve for Maintenance &amp; Construction (Probation)</td>
<td>9.4</td>
<td>0.0</td>
<td>9.4</td>
<td>TBD</td>
<td>9.4</td>
</tr>
<tr>
<td>Teeter Loss Reserve (Economic Downturn)</td>
<td>30.0</td>
<td>0.0</td>
<td>30.0</td>
<td>TBD</td>
<td>30.0</td>
</tr>
<tr>
<td>Teeter Series A Debt Service (Fund 15Y)</td>
<td>18.1</td>
<td>0.0</td>
<td>18.1</td>
<td>(18.1)</td>
<td>0.0</td>
</tr>
<tr>
<td>OCERS Investment Account*</td>
<td>136.8</td>
<td>(10.0)</td>
<td>126.8</td>
<td>(20.0)</td>
<td>106.8</td>
</tr>
</tbody>
</table>

FY 20-21 estimated revenue shortfall is $332.4M
Budget Stabilization $405.2M - $332.4M = $72.8M

* Pre-COVID starting balance $153M
RISKS/UNKNOWN

➔ Additional Waves of COVID-19

➔ New Directives from Federal/State Governments

➔ Governor’s May Revise

➔ Use of FEMA Funding

➔ CARES Act 2.0/Phase 4 Funding – Revenue Backfill
Next Steps

➔ May 14, 2020
  ▶ Governor May Revise
  ▶ Department Impact Assessments due May 22, 2020

➔ CARES Act 2.0

➔ June 2, 2020
  ▶ Approve FY 2020-21 Recommended Base Budget

➔ September 1, 2020
  ▶ Public Budget Hearing - Revised Recommended Budget

➔ September 15, 2020
  ▶ Adopt Annual Budget
MEMORANDUM

To: Robin Stiel, Clerk of the Board

From: Chairwoman Michelle Steel, Second District Supervisor Donald P. Wagner, Third District

Subject: Allocate $101 million in CARES Act funding to a Business Recovery Grant Program and COVID-19 Reimbursement Program for Cities. Attachment to agenda item S68A.

Please add this memorandum from the Orange County Business Recovery Ad-Hoc Committee as an attachment to Supplemental Agenda Item 68A on the Board of Supervisors regular meeting agenda for May 19, 2020.

RECOMMENDED ACTIONS

1. Direct the County Executive Officer to allocate $75 million in CARES Act funding to a Business Recovery Grant Program to be administered by cities and divided amongst them by number of businesses in their city.

2. Direct the County Executive Officer to set aside $26 million in CARES Act funding for allowable COVID-19 reimbursements.

At the May 12, 2020 Board of Supervisors meeting, the Orange County Business Recovery Ad-Hoc Committee proposed the creation of a $75 million business grant program for businesses from the County’s CARES Act funding, to be administered by cities. The ad-hoc committee’s proposal was not approved, and discussion was deferred to the May 19 regular Board of Supervisors meeting, to coincide with County Executive Officer’s presentation on CARES Act.

On April 23, 2020, Orange County received $554 million in CARES Act funding. The County Executive Office projects $453 million in COVID-19 related County expenses from March 1, 2020 through December 30, 2020, that are covered by the CARES Act. These expenses include the cost of testing, personal protective equipment and disease control efforts, County emergency response, homelessness, jails, food assistance, behavioral health, and facilities maintenance and
sanitation. The County Executive Office projects $101 million remaining for additional CARES Act eligible uses.

The Business Recovery Ad-Hoc Committee proposes to use the remaining funds to support Orange County cities, none of which have received direct CARES Act allocations at this time, and to help support the County’s struggling business community, who are the drivers of our local economy.

**Business Recovery Grant Program**
$75 million of the $101 million available will be used for a Business Recovery Grant Program, to be administered by cities in support of their local businesses. Cities are better equipped to understand and respond to the needs of their local business community than higher levels of government. Under this program, cities will submit a list of their eligible local businesses to the County, and the County will distribute funds to the cities based on their local business population. The division by business population is intended to provide the most equitable distribution to cities.

**COVID-19 Expense Reimbursement**
Orange County cities have not been eligible to receive direct CARES Act allocations. Nonetheless many of our cities have incurred direct costs in response to COVID-19. The CARES Act restricts the use of funds for cities to cover only direct costs of COVID-19, and not to cover revenue losses. $26 million would be available to cover costs that are not reimbursed by the state and federal government.
Here are my questions for the next board of directors meeting. Please thoroughly answer them all.

- Many large Orange County cities have held a steady case count. (Irvine, Costa Mesa, Lake Forest) How do you explain the spike in cases in Huntington Beach, Santa Ana, Orange, and Anaheim? What are you actively doing (not 'planning' to do) to address these spikes?

- How is the county conducting public outreach for testing, distancing, mask wearing, and how much funding has covid-19 public outreach received?

- How much funding did OCHCA request to adequately address the pandemic, and how much funding did OCHCA receive to specifically address and respond to the pandemic? What is the dollar amounts?

- Why are you considering opening up the county when we are having record-breaking hospitalizations, intubations, and deaths; when there is no contact tracing program, when there is little to no public outreach in regards to testing, distancing and the importance of masks, and when we are the only Southern California county with no asymptomatic surveillance testing?

- In OC, if a person finds out they were in contact with an infected person they cannot get tested - their only option is take an unpaid 14 day leave of absence from work and quarantine themselves from their family and wait and see if symptoms develop so that they can then qualify for testing. After three months of ‘Stay At Home’ no one, NO ONE will, or should be expected to stay home needlessly. When we re-open people will absolutely work while contagious and asymptomatic, and the number of people becoming infected and dying will increase exponentially. Simply the number of people home sick with covid-19, but not needing hospitalizations will cripple our businesses. Knowing this, and knowing that we are the only Southern California county that does not provide it, why are you, our county supervisors, NOT DEMANDING asymptomatic surveillance testing?

- Instead of actually casting a wider net to find infected individuals, the county is changing the way data is presented to give the appearance of increased testing. The county WAS posting the number of INDIVIDUALS tested, now they post the number of tests ADMINISTERED. People are routinely tested multiple times. When someone tests positive they must be tested repeatedly until the test is negative and they can leave quarantine. The general public does not know the difference in numbers and this is being taken advantage of. The public has no idea how many new individuals are tested and now have no idea what the test / positive ratio is. Supplying misleading information is a manipulation of public opinion and invites conspiracy theories. Why is there less transparency in Orange County?

- Will you please demand that OCHCA posts the number of INDIVIDUALS tested?

- When I personally wrote an email to Supervisor Wagner and offered my service as a volunteer contact tracer he didn’t respond. I was a state employee for ten years, I am a trained and experienced special investigator. I offered to help and I was ignored. Supervisor Wagner, why didn’t you respond to me, even if to just direct me to someone who could address this?

Sincerely,

Jennifer Monaghan
Irvine
• Many large Orange County cities have held a steady case count. (Irvine, Costa Mesa, Lake Forest) How do you explain the spike in cases in Huntington Beach, Santa Ana, Orange and Anaheim? What are you actively doing (not ‘planning’ to do) to address these spikes?

• How is the county conducting public outreach for testing, distancing, mask wearing, and how much funding has covid-19 public outreach received?

• How much funding did OCHCA REQUEST to adequately address the pandemic, and how much funding did OCHCA RECEIVE to address and respond to the pandemic? What is the dollar amount?

• Why are you considering (or posturing an interest in) opening up the county when we are having RECORD BREAKING hospitalizations, Intubations, and deaths; when there is NO contact tracing program, when there is little to NO public outreach in regards to testing, distancing and the importance of masks, and when we are THE ONLY Southern California county with NO asymptomatic surveillance testing?

• In OC, if a person finds out they were in contact with an infected person they cannot get tested - their only option is take an unpaid 14 day leave of absence from work and quarantine themselves from their family and wait and see if symptoms develop so that they can then qualify for testing. After three months of ‘Stay At Home’ no one, NO ONE will, or should be expected to stay home needlessly. When we re-open people will absolutely work while contagious and asymptomatic. The number of people becoming infected and dying will increase exponentially. Simply the number of people home sick, but not needing hospitalizations will cripple our businesses. Knowing this, and knowing that we are the only Southern California county that does not provide it, why are you NOT DEMANDING and FUNDING asymptomatic surveillance testing?

• Instead of actually casting a wider net to find infected individuals, the county is changing the way data is presented to give the appearance of increased testing. The county WAS posting the number of INDIVIDUALS tested, now they post the number of tests ADMINISTERED. People are routinely tested multiple times. When someone tests positive they must be tested repeatedly until the test is negative and they can leave quarantine. The general public does not know the difference in numbers and this is being taken advantage of. The public has no idea how many new individuals are tested and now has no idea what the test / positive ratio is - this is the measure of adequate testing. Supplying misleading information is a manipulation of public opinion an invites conspiracy theories. Why is there less transparency in Orange County?

• Will you please demand that OCHCA post the number of INDIVIDUALS tested?

Angela
Sent from my iPhone
Why are certain restaurants/bars allowed to operate during the lockdown? For example nomads canteen is confusing to be allowed to defy the orders. Why are they being allowed to operate with no action taken against them while other restaurants continue to be shut down? Why isn’t the city enforcing the states orders? I keep reading that city officials have commented on the fact that they are operating within the city’s guidelines, however they are not following guidelines for either the city or the state in regards to social distancing as well as operating a full dining room. Don’t you guys have a responsibility to the entire city not just one restaurant. It seems that the board of supervisors is more concerned with taking on the governor instead of realizing how this impacts other restaurants and the general public.
May 18, 2020

Chairwoman Michelle Steel
Orange County Board of Supervisors
10 Civic Center Plaza
Santa Ana, CA 92701

Dear Chairwoman Steel and Members of the Board of Supervisors:

I would like to express my support for efforts to set aside CARES Act funding for County-wide allocations to assist in small business recovery, particularly the proposal submitted by yourself and Supervisor Wagner. The business closures resulting from the Covid-19 pandemic have severely hurt our economy, and small businesses are the least likely to be able to fully recover. The allocation of $101 million for a countywide small business assistance program, as proposed at the May 12th Board of Supervisors meeting, would be an invaluable economic stimulus tool that would directly benefit all County residents. I agree that the most efficient means to distribute the funds would be for the County to contract with the 34 cities for the administration of the grants. The composition of small businesses varies in each city, and the cities are most knowledgeable about each individual community. The distribution of $101 million among the cities can be done on a proportionate basis using city population figures, thereby ensuring a share is spread to all cities throughout the County.

Several cities are already positioned to launch small business assistance programs, including my own City of Rancho Santa Margarita. The Rancho Santa Margarita City Council recently approved allocation of the majority of the City’s CDBG CARES Act funds to a small business assistance grant program. However, with only $122,000 in total CDBG CARES Act funding, the program will only scratch the surface of the local need.

I can appreciate the numerous demands for use of the CARES Act funds. Without question, the Public Health responses taken by the County and the 34 cities should take priority. An allocation of $101 million to a small business assistance program would leave the majority of resources for the priority public health response, while allocating important funds to assist small businesses throughout the County.

Local businesses are essential to all residents of Orange County, and their ability to recovery quickly is the key to maintaining the quality of life we enjoy. Thank you for advocating this proposal and your continued leadership during these challenging times.

Sincerely,

Bradley J. McGirr
Mayor
5/14/2020

Orange County Board of Supervisors
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

Dear Members of the Board of Supervisors:

The Tustin Chamber of Commerce (Chamber) understands that at the May 12th Board of Supervisors meeting, Supervisor Wagner made a motion (seconded by Chairwoman Steel) to divert $75M of Coronavirus Aid, Relief and Economic Security (CARES) Act funding received by the County of Orange (County) to cities for small business grants and, ultimately, that motion was defeated 3-2.

The Chamber is very supportive of any CARES Act funding that the County may allocate directly to the City of Tustin for our community’s recovery and stimulus programs. If this funding is specifically set aside for small business grants, we request that the City be allowed to determine their own rules and regulations on how to implement and distribute small business grants. Tustin’s small businesses are in significant need of assistance and we know the City is evaluating other funding sources, program rules and regulations to address this critical and time sensitive issue in a manner that best meets the needs of Tustin businesses.

The Chamber thanks the Board of Supervisors for your leadership and collaboration with our cities during this difficult time.

Sincerely,

Dr. David Laughton
Chairman of the Board
Tustin Chamber of Commerce
May 13, 2020

Orange County Board of Supervisors
333 W. Santa Ana Boulevard
Santa Ana CA, 92701

Dear Members of the Board of Supervisors:

Thank you for the continued collaboration as we all navigate the challenges associated with the COVID-19 pandemic.

At the May 12 Board of Supervisors meeting, Supervisor Wagner made a motion (seconded by Chair Steel) to divert $75M of Coronavirus Aid, Relief and Economic Security (CARES) Act funding received by the County of Orange (County) to cities for small business grants. Ultimately, that motion was defeated 3-2.

The City of Tustin would be appreciative of any CARES Act funding that the County may allocate directly to cities for our own recovery and stimulus programs. If the requirement from the County is to use this funding for small business grants, we concur that cities are the best representatives to determine their own rules and regulations for how to implement and distribute small business grants. We have already determined that there is a significant need for assistance to Tustin’s small businesses, and we are evaluating potential funding sources to address this critical and time sensitive issue.

The City awaits further discussion at the May 19 Board of Supervisors meeting to understand if and how the County may allocate a portion of its CARES Act funding directly to cities.

Thank you again for your continued collaboration during this difficult time.

Sincerely,

[Signature]

Dr. Allan Bernstein
Mayor

cc: Tustin City Council
    Tustin Chamber of Commerce
May 13, 2020

Supervisor Donald Wagner
Board of Supervisors, Second District
10 Civic Center Plaza
Santa Ana, CA 92701

Supervisor Wagner:

I would like to express my whole-heartedly support of your efforts to set aside $75 million in CARES Act funding for County-wide allocations to assist in small business recovery. The closures resulting from the Covid-19 pandemic has severely hurt our economy, and small businesses are the least likely to be able to absorb that type of financial hit.

The allocation of $75 million as you proposed at your May 12th Board meeting would be an invaluable economic stimulus tool that will directly benefit all County residents. I agree that the most efficient means to distribute the funds would be for the County to contract with the respective 34 cities for the administration of the grants. The composition of the small businesses varies in each city, and cities are the closest to that community. The distribution of the $75 million among the cities can be done on a proportionate basis using business licenses or city population figures, thereby ensuring a proportion is spread to all cities throughout the County.

This is clearly an eligible expense under the CARES Act guidelines. I have no doubts that the cities receiving funds would be willing to sign an agreement indemnifying the County relative to the eligibility of the grants, along with agreeing to have all expenditure records subject to audit.

Several cities have already positioned themselves to begin such a program, including Buena Park and my own city of Villa Park. As I previously advised you, the Villa Park City Council approved the initiation of a Business Recovery Grant Program on April 28th and our volunteer evaluation panel is close to finalizing an application process and standardized criteria to be used for review.

I can appreciate the demands on the CARES Act funds. Without question, the Public Health responses taken by the County and the 34 cities should be the priority. However, there should still be enough from the $555 million to cover those costs and enough to assist small businesses.

Our businesses are the lifeblood of the quality of life we enjoy in Orange County, and our small businesses are an essential element of that economic engine. We need to get them up and running as soon as possible if we are ever going to get back to a sense of normal. We cannot delay.

Sincerely,

Robbie Pitts, Mayor
May 13, 2020

Michelle Steel, Chairwoman
Supervisor, Second District
333 W. Santa Ana Blvd.,
5th Floor
Santa Ana, CA 92701

Dear Chairwoman Steel:

On behalf of the entire Yorba Linda City Council, I would like to express my support for the proposal brought forth by Supervisor Wagner and yourself at the last Board of Supervisors meeting, to pass along $75 million of CARES Act funding received by the County, to cities for disbursement to local businesses. While the initial motion was not approved by the Board, we thank you for your support and hope that funding can be reconsidered and approved by the Board at your next meeting.

We continue to hear from businesses within our community that for whatever reason, have not been successful in obtaining financial assistance on their own or through federal government programs. To that end, any funding that the County could provide, either directly, or through the City would go a long way in assisting many local businesses, particularly small businesses, who are struggling during these uncertain times.

We understand there can be a myriad of ways to distribute the funding to cities. We believe allocating it based on population would be equitable. Another approach could be based partly on population and partly on number of businesses.

Thank you for all your efforts to assist local government during this crisis.

Sincerely,

[Signature]

Dr. Beth Haney
Mayor, City of Yorba Linda

cc: Vice-Chairman Andrew Do
Supervisor Don Wagner
Supervisor Doug Chaffee
Supervisor Lisa Bartlett
May 14, 2020

Dear Chair Steel and Board of Supervisors,

On behalf of the Orange Chamber of Commerce Board of Directors and members, we respectfully request that you vote to allocate $75 million of the CARES Act funds for an OC business grant program. The OC business grant program suggested by Supervisor Don Wagner is an excellent way to help the Orange County business community that has been significantly affected by COVID-19. The OC business community is an important part of the economic viability of our county and this program will go a long way in helping our businesses during this recovery period.

The Orange Chamber also feels strongly that this business grant program would be best and work with their business community, so individual city run programs with county oversight is the most practical and cost effective manner to operate this type of business grant program. Further, we would highly recommend that cities work closely with the established business organizations such as the Chamber of Commerce to help promote, market and provide oversight of this program.

Our local Orange County businesses deserve your support and these business grants are a tangible way of showing the County’s support of all Orange County businesses. Together, we can work to make Orange County a great place to work, live and do business! Please feel free to contact me if you have any questions or if the Orange Chamber can be of any assistance.

We urge the Orange County Board of Supervisors to support this important business grant program. Thank you for your consideration of this request.

Sincerely,

Al Ricci,
Chairman
Orange Chamber of Commerce

Cc: OC Board of Supervisors
    Orange Mayor Mark Murphy
    Orange City Council
May 14, 2020

The Honorable Michelle Steel
Orange County Board of Supervisors
10 Civic Center Plaza
Santa Ana, CA 92701

Re: May 19, 2020 meeting – Supplemental Agenda Item 68A

Dear Chairwoman Steel:

Thanks for your continued support of the city of Orange and your leadership during these challenging times. I am writing to you in support of the proposal you co-authored with Supervisor Wagner to allocate $75 million in CARES Act funding to a Business Recovery Grant Program to be administered by cities and to set aside an additional $26 million of those funds for allowable COVID-19 reimbursements.

As we are all aware, the pandemic has crippled local business, which drives our economy. This proposal, recommended by the Business Recovery Ad-Hoc Committee, has the cities administer the programs in support of their local businesses. We are ready to respond to the needs of our local business community quickly and in an efficient matter.

COVID-19 Expense Reimbursement is also an important portion of this recommendation given that Orange County cities to date have not been eligible to receive direct CARES Act allocations and have been left to incur large direct costs in response to COVID-19. Given the challenging economic times ahead, these funds will be welcome relief to allow cities to remain able to actively provide these services.

In closing, thanks again for your continued support of our community. Working together is always the best way to combat these challenges.

Respectfully,

Mark A Murphy
Mayor
From: Susan Wan Ross <Susan@yorbalindachamber.com>
Sent: Tuesday, May 12, 2020 3:29 PM
To: Wagner, Donald
Subject: CARES Act - $ 75M Business Grants Program

Dear Supervisor Wagner;

I am writing this letter in support of the motion to allow each City to administer the funds for the Business Grant Program within their cities. As you are familiar with the variety of demographics within your region, each city has very different needs and businesses.

It is important that each City know and understand the necessity of the funds for the individual businesses applying for the Grants.
As a Chamber of Commerce, we are called daily with specific business situations unique to our community. We have a close relationship with our city which gives us the ability to give them details on the concerns for the businesses. Allowing a larger governmental body to make decisions on the funding of the program for our businesses would not be beneficial to the program.

We support a motion to allow the City to administer the funds for the CARES Act Business Grant Program.

Sincerely,

Susan Wan-Ross, IOM

YORBA LINDA CHAMBER OF COMMERCE
WHERE BUSINESS HAPPENS

Chief Executive Officer
Executive Director
Yorba Linda Chamber of Commerce
714-993-9537 | Susan@yorbalindachamber.com | www.yorbalindachamber.org

Follow us on social media, click the icons below!
Dear Chairwoman Steel and Members of the Board of Supervisors:

On Tuesday, May 19, 2020, the Board of Supervisors will be considering multiple proposals to distribute approximately $101 Million in CARES Act funding. We appreciate that both proposals direct significant funding to Orange County cities for reimbursement of direct COVID-19 expenses.

As the Mayors of the cities of Orange County, our collective strong preference has been and continues to be local control. City leaders know their community’s unique needs. We know our business needs, our residents’ needs, and our local governments’ needs. We are best equipped to directly allocate CARES Act funding within our cities.

The proposal put forward by Chair Michelle Steel and Supervisor Donald P. Wagner would allocate $75 million in CARES Act funding to a Business Recovery Grant Program to be administered by cities; and sets aside $26 million in CARES Act funding for allowable COVID-19 reimbursements. It is our understanding that the proposal put forward by Vice Chair Do and Supervisor Bartlett contains five categories of expenditures, but that all five categories would be administered through the County.

Of these two proposals, we unanimously support the Chair Steel and Supervisor Wagner proposal that provides greater local control and allocates specific funding amounts for our cities’ priorities of business aid and direct city assistance for our responses to COVID-19.

We urge you to vote for local control, for your local cities, and for direct allocation to cities by supporting the proposal put forward by Chair Steel and Supervisor Wagner.

We conclude by noting the urgency of dispersing this funding to cities as quickly and with the least burdensome rules and regulations possible, which will ensure that the money is used for the key purpose: recovery of our economy for the betterment of our residents.

Respectfully submitted,

The Orange County Mayors
Mike Munzing
Mayor
City of Aliso Viejo

Harry Sidhu
Mayor
City of Anaheim

Marty Simonoff
Mayor
City of Brea

Fred Smith
Mayor
City of Buena Park

Katrina Foley
Mayor
City of Costa Mesa

Rob Johnson
Mayor
City of Cypress

Cheryl Brothers
Mayor
City of Fountain Valley

Jennifer Fitzgerald
Mayor
City of Fullerton

Steven R. Jones
Mayor
City of Garden Grove

Lyn Semeta
Mayor
City of Huntington Beach

Christina Shea
Mayor
City of Irvine

Tom Beamish
Mayor
City of La Habra
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter Kim</td>
<td>Mayor</td>
<td>City of La Palma</td>
</tr>
<tr>
<td>Laurie Davies</td>
<td>Mayor</td>
<td>City of Laguna Niguel</td>
</tr>
<tr>
<td>Neeki Moatazedi</td>
<td>Mayor</td>
<td>City of Lake Forest</td>
</tr>
<tr>
<td>Brian Goodell</td>
<td>Mayor</td>
<td>City of Mission Viejo</td>
</tr>
<tr>
<td>Mark A. Murphy</td>
<td>Mayor</td>
<td>City of Orange</td>
</tr>
<tr>
<td>Bradley J. McGirr</td>
<td>Mayor</td>
<td>City of Rancho Santa Margarita</td>
</tr>
<tr>
<td>Janine Heft</td>
<td>Mayor</td>
<td>City of Laguna Hills</td>
</tr>
<tr>
<td>Noel Hatch</td>
<td>Mayor</td>
<td>City of Laguna Woods</td>
</tr>
<tr>
<td>Richard D. Murphy</td>
<td>Mayor</td>
<td>City of Los Alamitos</td>
</tr>
<tr>
<td>Will O’Neill</td>
<td>Mayor</td>
<td>City of Newport Beach</td>
</tr>
<tr>
<td>Ward Smith</td>
<td>Mayor</td>
<td>City of Placentia</td>
</tr>
<tr>
<td>Laura Ferguson</td>
<td>Mayor Pro Tem</td>
<td>City of San Clemente</td>
</tr>
</tbody>
</table>
Miguel A. Pulido  
Mayor  
City of Santa Ana  

Schelly Sustarsic  
Mayor  
City of Seal Beach  

David J. Shawver  
Mayor  
City of Stanton  

Allan Bernstein  
Mayor  
City of Tustin  

Robbie Pitts  
Mayor  
City of Villa Park  

Tri Ta  
Mayor  
City of Westminster  

Beth Haney  
Mayor  
City of Yorba Linda  

cc: Vice Chair  
Supervisor Bartlett  
Supervisor Chaffee  
Supervisor Wagner
AGENDA STAFF REPORT

MEETING DATE: 5/19/2020
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Vice Chair Andrew Do
Supervisor Lisa Bartlett
DEPARTMENT CONTACT PERSON(S): Chris Wangsaporn (714) 834-3110
Douglas Woodyard (714) 834-3550

SUBJECT: Allocate $101 million in CARES Act funding to the Economic Support Services HEART Plan

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>Discussion 3/5 Vote</td>
</tr>
</tbody>
</table>

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

Staffing Impact: N/A  # of Positions: 0  Sole Source: N/A
Current Fiscal Year Revenue: N/A  Funding Source: N/A  County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):
1) Direct the County Executive Officer to allocate up to $101 million in CARES Act funding to the County’s Economic Support Services through the HEART plan:
   - Help for small businesses that have remained closed
   - Expenditures to support communities affected by COVID-19
   - Assistance to nonprofit organizations providing direct services to Orange County residents
   - Reimbursement to Orange County cities for direct COVID-19 expenses
   - Temporary food assistance for vulnerable and at-risk populations
2) Direct the County Executive Officer to allocate funds equally across the five Supervisorial Districts.

SUMMARY:
Allocating up to $101 million in CARES Act funding to the County’s Economic Support services in accordance with the HEART plan will help address the severe economic impacts of COVID-19 in Orange County, specifically for small businesses and community service programs.
BACKGROUND INFORMATION:
On March 27, 2020 the President signed the Coronavirus Aid, Relief, and Security (CARES) Act into law (H.R. 748). Section 601 of the CARES Act states that the Coronavirus Relief Fund (CRF) will provide $150 billion to state, local, tribal, and territorial governments. The fund sets aside $139 billion for states based on their relative populations. Tribal and territorial governments are eligible for the remaining $11 billion.

The County submitted its payment information and required supporting documentation to the United States Department of the Treasury on April 14, 2020, including a certification signed by the County Executive Officer (CEO), that the County will use the funds consistent with the guidelines listed in Section 601(d) of the CARES Act. The County received funding in the amount of $554,133,764.90 on April 22, 2020.

In order to be reimbursable by the CRF, expenses must be necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); unaccounted for in the budget most recently approved as of March 27, 2020 for the County of Orange; and incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. CARES funding cannot be used to backfill county or city revenue loss.

In order to fund Orange County’s response to COVID-19 the County Executive Officer recommends $453 million of the $554 million be allocated to fund core services. Given the nature of the ongoing COVID-19 pandemic, the Board of Supervisors (Board) will give funding priority to the core functions in the following broad categories:
- Medical
- Public Health Expenses
- Payroll for the County Emergency Response
- Public Health Measures
- COVID-19 Related Expenses

The economic effects of the COVID-19 crisis in Orange County are severe. Public Health mitigation measures to slow the spread of COVID-19 caused tremendous impacts on jobs, schools, childcare settings, and other services. Up to approximately $101 million is available to fund Economic Support Services such as:
- Help for small businesses that currently remain closed
- Expenditures to support communities affected by COVID-19
- Assistance to nonprofit organizations providing direct services to Orange County residents
- Reimbursement to Orange County cities for direct COVID-19 expenses
- Temporary food assistance for vulnerable and at-risk populations

The HEART plan funding will be equally distributed across the five Supervisory Districts to ensure local needs are met and targeted. Additionally, funding allocations for these services are contingent on the core services.

This funding may be subject to change and reevaluated based on the State Budget, Governor Newsom’s May Revise and anticipated August Revise, and passage of the proposed H.R. 6800, the Health and Economic Recovery Omnibus Emergency Solutions Act (HEROES) Act which may include direct funding for cities. The CEO will return to the Board in 2 weeks with an analysis on the impacts of the HEROES Act and May Revise.

FINANCIAL IMPACT: N/A

STAFFING IMPACT: N/A

ATTACHMENT(S): N/A
May 14, 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 May 19, 2020, Board Hearing.

Agency: Probation

Subject: Approve Agreement with Motorola Solutions, Inc. for Purchase of MCC 7500 Dispatch Consoles

Districts: All Districts

Reason for supplemental: The County Executive Office is requesting that this item be added to the May 19, 2020, Board agenda as a Supplemental Item to purchase new dispatch radio consoles at discounted pricing to replace obsolete equipment, prior to the expiration of the current price book on May 20, 2020. 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:** 5/19/2020

**LEGAL ENTITY TAKING ACTION:** Board of Supervisors

**BOARD OF SUPERVISORS DISTRICT(S):** All Districts

**SUBMITTING AGENCY/DEPARTMENT:** Probation

**DEPARTMENT HEAD REVIEW:**

**DEPARTMENT CONTACT PERSON(S):**
Steven Sentman (714) 645-7001
Sue DeLacy (714) 645-7004

**SUBJECT:** Approve Contract with Motorola Solutions, Inc. for Purchase of MCC 7500 Dispatch Consoles

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="Signature" alt="Signature" /></td>
<td><img src="Signature" alt="Signature" /></td>
<td>Discussion</td>
</tr>
<tr>
<td><strong>CEO Signature</strong></td>
<td><strong>County Counsel Signature</strong></td>
<td>3 Votes Board Majority</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budgeted: Yes</th>
<th>Current Year Cost: $341,808</th>
<th>Annual Cost: $60,319</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staffing Impact: No</td>
<td># of Positions:</td>
<td>Sole Source: Yes</td>
</tr>
<tr>
<td>Current Fiscal Year Revenue: N/A</td>
<td>Funding Source: GF: 100%</td>
<td>County Audit in last 3 years No</td>
</tr>
</tbody>
</table>

**Prior Board Action:** N/A

**RECOMMENDED ACTION(S)**

Authorize the County Procurement Officer or authorized Deputy to execute sole source Contract with Motorola Solutions, Inc. for the purchase and installation of two MCC 7500 Console Systems for the Probation dispatch center, in an amount not to exceed $402,127, effective upon Board of Supervisors approval.

**SUMMARY:**

Approval of the sole source contract with Motorola Solutions, Inc. will allow the Probation Department to replace the obsolete dispatch console system to continue operating the Department’s Radio Dispatch Center, ensuring full functionality of the system and safety of Probation Officers and other County Departments supported.
BACKGROUND INFORMATION:

The Sheriff-Coroner Department (Sheriff) operates and maintains the 800 MHz Countywide Coordinated Communications System (CCCS), which provides centralized, interoperable voice radio communications for the County and its 34 cities, including all public safety and public service agencies, as well as a number of private, state and federal agencies that provide support to the above agencies and/or have relevant communications requirements. After a competitive bid process, the County entered into a $70.4 million contract with Motorola Inc. (Motorola) in September 1995 to provide the 800 MHz CCCS integrated radio communications system.

The Probation Department (Probation) operates a dispatch center as part of the Countywide 800 MHz CCCS. The Dispatch Center is responsible for monitoring and coordinating the field activities and investigations of Probation Officers, District Attorney Investigators, Public Assistance Investigators and others providing field supervision. These positions monitor Probation’s radio channel and receive requests for emergency and non-emergency assistance from units in the field, conduct status checks, provide safety assistance and relay investigative information. The current console system (Centracom Gold Elite) is no longer supported by the manufacturer; the system is experiencing continued system failures and has surpassed system end-of-life. Spare parts have been utilized to repair the system, but the parts are no longer sold or manufactured. The current supply of parts is anticipated to support the system through the next year at most, with part malfunctions resulting in system failure, impacting Probation’s ability to provide dispatch services. Failure of the system impacts the safety of Probation’s officers and of supported justice partners. The proposed new sole source contract with Motorola Solutions, Inc. is now required in order to purchase two MCC 7500 Console Systems to replace the obsolete 800 MHz CCCS public safety dispatch console systems for Probation’s Radio Dispatch Center.

When the original contract for the 800 MHz CCCS was awarded to Motorola in 1995, among the many considerations that led to the selection of Motorola’s proprietary SmartNet/SmartZone technology was the requirement for certain specialized features including, but not limited to, Dynamic System Management and Fleet Regrouping, which are embedded in both the infrastructure and the subscriber equipment (e.g., mobiles, portables, control stations, etc.). In addition, Motorola equipment is capable of encrypted voice transmission, which is utilized continuously by all law enforcement agencies throughout the County. Only Motorola equipment is capable of encrypted operation on a SmartNet/SmartZone system. Mobile, portable and fixed station equipment utilized by participating CCCS agencies must be capable of operation on Motorola’s SmartZone® technological platform. Only certain Motorola products can be utilized on the 800 MHz CCCS network. To maintain the integrity and performance of the 800 MHz CCCS, and provide the operational capabilities that are required by various users, the mobile, portable and fixed station equipment must be upgraded by Motorola, the original manufacturer and supplier of all of the subscriber equipment currently used on the system. A Sole Source/Proprietary Request form is attached to this Agenda Staff Report (Attachment B).

Motorola’s equipment costs are based on the 2015 Orange County Price Book Agreement expiring May 20, 2020, and Probation expects to receive a $99,437 discount. Payments will be made following a four-part payment schedule as noted below.

<table>
<thead>
<tr>
<th>Payment</th>
<th>Activity</th>
<th>Percentage of Contract Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contract Execution</td>
<td>25%</td>
</tr>
<tr>
<td>2</td>
<td>Shipment of Equipment</td>
<td>60%</td>
</tr>
<tr>
<td>3</td>
<td>Installation of Equipment</td>
<td>10%</td>
</tr>
<tr>
<td>4</td>
<td>Final Acceptance</td>
<td>5%</td>
</tr>
</tbody>
</table>

Page 2
The proposed contract includes a non-standard limitation of liability clause, which limits the vendor's liability to the amount paid under the contract, and the Direct Damage Liability damages recoverable by law but not to exceed the Contract Price. The County may still seek payment for damages under the vendor's insurance limits. County Executive Office/Risk Management reviewed the non-standard terms and determined that they do not pose a significant risk to the County.

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 Probation, Budget Control 057, and will be included in the budgeting process for future years. The contract contains language allowing the Department to terminate the contract without penalty with cause or after 30 days of written notice without cause in the event that funding is reduced and/or not available to continue funding the contract.

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A – Contract MA-057-20011572
Attachment B - Sole Source/ Proprietary Request Form
Attachment C - Contract Summary Form
Attachment D – Risk Assessment Form
CONTRACT NUMBER MA-057-20011572
BETWEEN
COUNTY OF ORANGE
AND
MOTOROLA SOLUTIONS, INC.
FOR
COMMUNICATIONS EQUIPMENT AND SERVICES

This Contract Number MA-057-20011572 (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California acting through the Orange County Probation Department (hereinafter referred to as “County”) with a place of business at 1055 N. Main St. 5th Floor, Santa Ana, CA 92701 and Motorola Solutions, Inc. with a place of business at 10680 Treena St., Suite 200, San Diego, CA 92131 (hereinafter referred to as “Contractor”). County and Contractor may be individually referred to as “Party”, or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract as if fully set forth:

Attachment A – Scope of Work
Attachment B – Compensation & Pricing
Attachment C- Motorola’s Software License Agreement

RECITALS

WHEREAS, County desires to enter into a Contract for Communications Equipment and Services; and,
WHEREAS, Contractor agrees to provide equipment as provided herein; and
NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with
enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment Schedule” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software License Agreement” means the Motorola Software License Agreement (Attachment C)

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does
not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software Support Policy” (“SwSP”) means the policy set forth at http://www.motorolasolutions.com/softwarepolicy describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

ARTICLES

County General Terms and Conditions:

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

B. **Entire Contract:** This Contract, when accepted by the Contractor in writing, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or his designee, hereinafter “Purchasing Agent.”
C. **Amendments**: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **Taxes**: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

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

F. **Acceptance/Payment**: Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/Services have actually been received, inspected, and tested to the satisfaction of County, and 2) initial payment of 25% shall be made upon execution of the contract with remaining payments paid in accordance with Attachment B, Compensation and Pricing. If this Contract is terminated for any reason, Contractor shall immediately pay the County one-twelfth (1/12) of the Fee or portion therefore remaining in the Contract term.

G. **Warranty**: Unless otherwise addressed in a Scope of Work, the representations and warranties for goods and services provided pursuant to this Contract are as follows:

**SYSTEM FUNCTIONALITY.** Contractor represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Contractor is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Contractor which is attached to or used in connection with the System or for reasons or parties beyond Contractor’s control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or County changes to load usage or configuration outside the Specifications.

**EQUIPMENT WARRANTY.** During the Warranty Period, Contractor warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Contractor’s control, this warranty expires eighteen (18) months after the shipment of the Equipment.

**SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Contractor warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Contractor Software by events or causes beyond Contractor’s control, this warranty expires eighteen (18) months after the shipment of the Contractor Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.

**EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its...
normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; County’s failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

SERVICE WARRANTY. During the Warranty Period, Contractor warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. County acknowledges that the Deliverables may contain recommendations, suggestions or advice from Contractor to County (collectively, “recommendations”). Contractor makes no warranties concerning those recommendations, and County alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

WARRANTY CLAIMS. To assert a warranty claim, County must notify Contractor in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Contractor will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Contractor will (at its option and at no additional charge to County) repair the defective Equipment or Contractor Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Contractor Software. These actions will be the full extent of Contractor’s liability for the warranty claim. In the event of a valid Services warranty claim, County’s sole remedy is to require Contractor to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Contractor may invoice County for responding to the claim on a time and materials basis using Contractor’s then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Contractor.

ORIGINAL END USER IS COVERED. These express limited warranties are extended by Contractor to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND CONTRACTOR SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract.

Motorola will defend at its expense any suit brought against Customer to the extent it is based on an Infringement Claim, and Motorola will indemnify and hold harmless Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola’s duties to defend, indemnify and hold harmless are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. If
an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its
option and expense procure for Customer the right to continue using the Equipment or Motorola
Software, replace or modify it so that it becomes non-infringing while providing functionally
equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as
deprecated and accept its return. The depreciation amount will be calculated based upon generally
accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend, indemnify or hold harmless for any Infringement Claim that
is based upon the combination of the Equipment or Motorola Software with any software, apparatus
or device not furnished by Motorola; the use of ancillary equipment or software not furnished by
Motorola and that is attached to or used in connection with the Equipment or Motorola Software;
any Equipment that is not Motorola’s design or formula; a modification of the Motorola Software
by a party other than Motorola; or the failure by Customer to install an enhancement release to the
Motorola Software that is intended to correct the claimed infringement. The foregoing states the
entire liability of Motorola with respect to infringement of patents and copyrights by the
Equipment, Motorola Software, or any of their parts.

I. Assignment: Except as provided in the Software License Agreement, Attachment C hereto, at
provision 13.4, the terms, covenants, and conditions contained herein shall apply to and bind the
heirs, successors, executors, administrators and assigns of the parties. Notwithstanding the
foregoing, Contractor may assign this Contract except as provided herein, neither Party may assign
this Agreement or any of its rights or obligations hereunder without the prior written consent of the
other Party, which consent will not be unreasonably withheld or delayed. Any attempted
assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the
foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment
without the prior consent of Customer. In addition, in the event Motorola is involved in a major
corporate restructuring (such as a sale, acquisition, establishment of a joint venture, spin-off or
otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other
Party and at no additional cost to Motorola, assign this Agreement as part of or following the
Separation Event. Motorola shall provide Customer reasonable written notice of a Separation
Event.

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply
with the requirements of Section 1735 of the California Labor Code and not engage nor permit any
subcontractors to engage in discrimination in employment of persons because of the race, religious
creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
marital status, or sex of such persons. Contractor acknowledges that a violation of this provision
shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the
California Labor Code.

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

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

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

N. **Performance Warranty:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; unless otherwise set forth in the applicable Scope of Work, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.

O. **Insurance Provision:** During the term of this Agreement, Motorola will obtain and maintain at its expense all insurance as required below and will provide to the County a Certificate of Insurance and all required endorsements that are necessary to indicate compliance with these insurance provisions. In addition, all subcontractors performing work on behalf of Motorola pursuant to this Agreement shall obtain and maintain similar insurance as determined by the Motorola Insurance Department, excluding Professional Liability which does not apply to subcontractors. Motorola is responsible for all self-insured retentions (SIRs) and deductibles under Motorola’s insurance policies. Motorola declares that its deductibles are in an amount in excess of $25,000. If Motorola fails to maintain insurance acceptable to the County as described herein during the term of this Agreement, the County may terminate this Agreement as provided above in Section K.

Qualified Insurer

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

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

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence $2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 combined single limit per occurrence</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per claims made $1,000,000 aggregate</td>
</tr>
</tbody>
</table>
Required Coverage Forms
The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

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

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

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

The Commercial General Liability policy shall contain a severability of interest clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 Policy).

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

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

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.
The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

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

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

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

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

R. **Force Majeure**: Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

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

U. **Freight (F.O.B. Destination), Title and Risk of Loss:** Freight, Title and Risk of Loss. All freight charges will be pre-paid by Motorola and added to the invoices. Title and risk of loss to the Equipment will pass to Customer upon delivery to Customer, except that title to Software will not pass to Customer at any time but is licensed. Motorola will pack and ship all Products in accordance with good commercial practices.

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

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.

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

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

Z. **Indemnification Provisions:** Motorola agrees to indemnify, defend, protect, investigate any claims, and to hold harmless the County and third parties named in Exhibit C, their officers, elected officials, employees and agents from and against any and all claims, demands or liability established resulting from damages or injuries to persons or property which arise from or are related to negligent errors, acts or omissions of Motorola and its agents under this Agreement; Motorola shall not however indemnify, defend, protect and hold harmless the County or third parties named in Exhibit C from claims, demands, or liability arising from the negligence as it relates to the errors, acts or omissions of the County or the third parties named in Exhibit C. Motorola’s obligations
under this provision shall not affect the right of the Customer to appear and to participate in legal actions against third parties bringing such suits. The Customer may take other action necessary to protect its interests. If Motorola’s negligence combines with the negligence of the County or other third parties named in Exhibit C to cause injury, the Parties agree that liability will be apportioned as determined by a court of competent jurisdiction. Neither party shall request a jury apportionment.

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

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

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County’s project manager.

Nothing contained herein shall be construed as granting County access to Contractor’s confidential information.

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

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

**Additional Terms and Conditions**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods/services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”.

2. **Change Orders:** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable
subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3. **Term of Contract:** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins upon execution of all necessary signatures and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable addendum.

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

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

6. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

7. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
   
   i. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
   
   ii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
   
   iii. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

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

9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
10. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees and agents, associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

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

12. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

13. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services Contract or a Contract which includes a consulting component may be awarded a Contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services Contract. Therefore, any consultant that Contracts with a County agency/department to develop a feasibility study.

14. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

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

16. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

17. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.
18. The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

19. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be retained at a minimum of five (5) years from the termination of this Contract.

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

21. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

22. **Default:** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer’s cure plan.

23. **Disputes – Contract:** The Parties will use the following procedure to address any dispute arising under this Agreement (a “Dispute”).

   A. **Negotiation:** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

   B. **Mediation:** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party (“Notice of Mediation”). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

   C. **Litigation, Venue and Jurisdiction:** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.
D. **Confidentiality:** All communications pursuant to subsections A and B will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

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

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

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

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

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

5. The Contractor has made false certification, or

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

25. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
26. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

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

28. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

29. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
30. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.

31. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

32. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Motorola Solutions, Inc.
Attn: Kim Caplan, Project Manager
10680 Treena St., Suite 200,
San Diego, CA 92131
Email: kim.caplan@motorolasolutions.com

County: County of Orange
Probation Department – Juvenile Hall
Attn: Ruth Munoz, Project Manager
333 The City Drive South
Orange, CA, 92868
Phone: 714-935-7445
Email: ruth.munoz@prob.ocgov.com

cc: County of Orange
Probation Department
Attn: Crystal Milner, County DPA
1055 N. Main Street 5th Floor
Santa Ana, CA 92705
Email: crystal.milner@prob.ocgov.com

33. **Ownership of Documents:** The term "Documentary Deliverables" means any document that Motorola prepares specifically for County and not for more general purposes and promises to deliver to County under this Contract; the term does not include any intellectual property rights used to create the document. Upon delivery, County becomes the permanent owner of a Documentary Deliverable but Contractor may use the document in furtherance of its duties under this Contract.

Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data
34. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments. Notwithstanding the foregoing and pursuant to provision 13.8 in attachment C, Software License Agreement, the Software License Agreement will take precedence over conflicting provisions in the main body of the Contract, only in regards to the software that is the subject of this Contract.

35. **Price Increase/Decrease:** No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed.

36. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County’s project manager shall have the right to require the removal and replacement of the Contractor’s project manager and key personnel. The County’s project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County’s project manager. The County’s project manager shall review and approve the appointment of the replacement for the Contractor’s project manager and key personnel. Said approval shall not be unreasonably withheld.

37. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County’s name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County’s express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor’s services.

38. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

39. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County’s project manager and the Contractor’s project manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this Contract. If requested, the Contractor’s project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
40. **Substitutions**: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

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

42. **Background Clearance**: At least thirty (30) days prior to the start of the Contract, or as soon as possible thereafter, Contractor shall email a list of current employees who will be assigned to perform services under this contract to: Prob-VendorBackgrounds@prob.ocgov.com and carbon copy to ProbPurch@prob.ocgov.com, so that Probation can conduct background investigations of those assigned employees as required by this Contract and the Paragraph on “Probation Background Investigation” below. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission of false statement made by the employee, regardless of the nature of magnitude of the omission or false statement, may also be ground for denying clearance.

Within thirty (30) days of separation of any approved employee who leaves Contractor’s employment, Contractor shall notify Probation of such separation, by email to: Prob-VendorBackgrounds@prob.ocgov.com and carbon copy to Prob-Purch@prob.ocgov.com

**Probation Background Investigation**: Conduct a lawful background investigation on each Contractor’s current employees identified as assigned to perform services under this Contract and the Paragraph on “Background Clearance” above. The background investigation may include, but shall not be limited to, an interview, fingerprinting, completion of a personal history statement and pre-investigation questionnaire; verification of education and prior employment history’ and a criminal record check with the Department of a Justice. The Department of Justice will notify Probation of any subsequent arrest and/or conviction of any Contractor’s employees approved to perform services under this contract.

All Contractor Employees assigned under this Contract are required to receive prior background clearance from Probation before providing any services. A representative from Probation’s Background Unit will notify Contractor as to whether or not each employee has passed background. If an employee is denied clearance, neither County nor Probation will provide a reason for the denial to Contractor or to the employee.

43. **Additional Equipment or Software**: For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.
44. **Motorola Software:** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Software License Agreement in Attachment C (“Software License Agreement”). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

45. **Non-Motorola Software:** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

46. **Substitutions:** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

47. **Maintenance, Support, and SUA Services:** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in the Maintenance and Support Addendum. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at [http://www.motorolasolutions.com/softwarepolicy](http://www.motorolasolutions.com/softwarepolicy) and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. If Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to the maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal. These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer’s purchase order will not affect the applicability of this Agreement. Motorola’s proposal may include a cover page entitled “Service Agreement” or “Installation Agreement”, as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

48. **Professional and Subscription Services.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola’s proposal for such additional services.

49. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed or accessed by Customer will remain Motorola’s property and will be deemed Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

50. **Tools:** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the
sole property of Motorola. Customer will safeguard all such property while it is in Customer’s custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. Such property will be held by Customer for Motorola’s use without charge and may be removed from Customer’s premises by Motorola at any time without restriction. Upon termination of the Agreement for any reason, Customer shall return to Motorola all equipment delivered to Customer.

51. **Covenant Not To Employ:** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

52. **Customer Obligations:** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this section.

53. **Assumptions:** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer’s obligations are not performed, Motorola’s ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

54. **Non-Preclusion:** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

55. **Proprietary Materials:** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

56. **Additional Services:** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

57. **Systems and Services:** Parties may use that Contract for purchase and sale transactions, including system and services. Also as indicated in that Section 3.1, a System transaction may include additional documents such as a system description, statement of work, equipment list, acceptance test plan, project schedule, payment milestone schedule, and supplemental term and conditions that apply to the system transaction but which do not generally modify this Contract. The supplemental term and conditions are set forth below and the other documents, as necessary, are set forth in the Motorola Proposal.
58. **Sites:** The County will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Statement of Work as reasonably requested by Contractor so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. Further, the County will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, the County will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise the County of any apparent deficiencies or non-conformities with the requirements of this Section. This Contract is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date. If a Party determines that the sites identified in the Statement of Work are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Statement of Work, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

59. **Limitation of Liability:** Except for personal injury or death, Motorola's and Customer’s total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA AND CUSTOMER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** On no instance shall the limitation of liability impair the County’s ability to seek remedy for damages through the Contractor’s insurance carrier for the primary limit and coverage up to $5,000,000. This limitation of liability provision survives the expiration or termination of the Agreement.

**SIGNATURE PAGE Follows**
SIGNATURE PAGE

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

MOTOROLA SOLUTIONS, 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.

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.

---------------------------
Print Name: Jerry Burch  
Title: Area Sales Manager
---------------------------
Signature: Jerry Burch  
Date: 5/5/20

---------------------------
Print Name: Christine Jerochena  
Title: Assistant Secretary
---------------------------
Signature: Christine Jerochena  
Date: 5/7/20

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

COUNTY OF ORANGE A political subdivision of the State of California

---------------------------
Print Name:  
Title: Deputy Purchasing Agent
---------------------------
Signature:  
Date: 

APPROVED AS TO FORM

Wendy J. Phillips

By  
Date: 5/7/20
ATTACHMENT A
SCOPE OF WORK

I. SYSTEM DESCRIPTION

A. Project Overview: Replacement of OC Probation Department’s existing legacy dispatch operator positions with Motorola’s ASTRO® 25 series MCC 7500 IP Dispatch Console. The new MCC 7500 Dispatch Consoles sub-system will connect to the Orange County ASTRO® 25 Master Site. The MCC 7500 Dispatch Console will provide the Probation Department with scalable, flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities. The system description section of the proposal expands on the operation, specifications, and equipment of each component of the proposed solution.

1. Two (2) dispatch positions to interface with the existing Orange County ASTRO® 25 system. All of the dispatch positions will be located at the Probation Department’s dispatch center.

2. Included components:

   a) Licenses:
      (2) MCC 7500 basic console functionality software licenses
      (2) MCC 7500 advanced conventional licenses
      (2) MCC 7500 trunking licenses
      (2) MCC 7500 Over the Ethernet Keying (OTEK) licenses
      (1) UNC device licenses (in pack of 10s)

   b) Probation Department MCC 7500-based dispatch site:
      (2) MCC 7500 Operator PCs
      (2) 22” Non-Touch Monitors
      (2) MCC 7500 Voice Processor Modules (VPM)
      (4) Headset Jacks
      (4) Wired Headsets
      (8) Desktop Speakers
      (2) Gooseneck Microphones
      (2) Footswitches
      (2) Dual IRR with license, sound card and speaker
      (2) Motorola Gateways
      (2) Site Ethernet LAN Switches
      (1) MKM 7000 Console Alias Manager
      (1) GCP 8000 Conventional Site Controller
      (2) Enhanced Conventional Channel Gateways (CCGW)
      (1) 7.5 ft Rack
      (2) Juniper Routers

   c) Spares:
      (1) MCC 7500 Operator PC
      (1) MCC 7500 Voice Processor Module (VPM)
      (1) Headset Jack
      (2) Desktop Speakers
      (1) Gooseneck Microphone
      (1) Footswitch
      (1) Motorola Gateway
      (1) Site Ethernet LAN Switch
      (1) FRU: GCP 8000 Conventional Site Controller
B. Acceptance: System Acceptance will occur when the Acceptance Tests have been successfully completed. "Acceptance Tests" means those tests described in Attachment C - Acceptance Test Plan. Contractor will provide to County at least ten (10) days’ notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If the County believes the System has failed the completed Acceptance Tests, County will provide to Contractor a written notice that includes the specific details of the failure. If the County does not provide to Contractor a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System will not postpone System Acceptance or Subsystem Acceptance, but will be corrected according to a mutually agreed punch list schedule.

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed new equipment in order to verify that the solution operates according to its design.

C. Beneficial Use: Contractor's ability to perform its implementation and testing responsibilities may be impeded if the County begins using the System before System Acceptance. Therefore, County will not commence Beneficial Use before System Acceptance without Contractor’s prior written authorization, which will not be unreasonably withheld. The term "Beneficial Use" means when the County first uses the System or a Subsystem or phase for operational purposes (excluding training or testing). Contractor is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, the County assumes responsibility for the use and operation of the System.

D. Final Project Acceptance: Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the Parties will promptly memorialize this final event by means of a Final Project Acceptance Certificate.

E. System Representation and Warranties:

1. Equipment Warranty: For one (1) year from the date of delivery, Contractor warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. Contractor shall repair or replace equipment or parts during the warranty period. All parts and labor shall be included by Contractor at no charge. If a piece of equipment fails or operates at less than the manufacturer’s designed specifications three times for the same or similar reason, within its warranty period, Contractor will replace the piece of equipment at County’s request and at Contractor’s cost.

2. Software Warranty: For one (1) year from the date of delivery, Contractor warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software.
3. Services Warranty: For ninety (90) days from the date the services were performed, Contractor warrants that the services were performed in a good and workmanlike manner, consistent with industry practices.

4. Exclusions to Equipment and Software Warranties: These warranties do not apply to:
   (i) defects or damage resulting from use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alternations, modification, or adjustment not provided or authorized in writing by Motorola; Customer’s failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage of antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

5. Warranty Claims: Contractor will, at no additional charge to County, repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software upon verbal notification by County. Contractor will, at no additional charge to County, re-perform defectively performed services upon verbal notification by County. Such action will be the full extent of Contractor’s liability hereunder. If this investigation indicates the warranty claim is not valid, then Contractor may invoice County for responding to the claim on a time and materials basis using Contractor’s current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Contractor.

6. Parts Availability: Contractor will use best commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment for seven (7) years from the date at which the product is no longer shipped. Motorola reserves the right to supply either assemblies or piece parts. Concerning non-Motorola manufactured Equipment; if Motorola receives written notice from a third party vendor that it intends to cancel any Equipment it provides, Contractor shall provide County written notice prior to the scheduled cancellation to provide County the opportunity to purchase replacement parts.

7. Third Party Warranty: Contractor will pass through to County on a non-exclusive basis any assignable third party warranties that exceed the Contractor warranty provided in this Agreement. Contractor will not assume any obligations concerning pass-through of third party warranties.

8. Original End User is Covered: These express limited warranties are extended by Contractor to the original user purchasing the Equipment or Motorola Software for

II. STATEMENT OF WORK

A. Overview: The tasks described herein will be performed by Contractor, its subcontractors, and County to implement the solution described in the System Description. This Statement of Work (SOW) describes the actual work involved in installation; identifies the installation standards to be followed; and clarifies the responsibilities for both Parties during the project implementation. Specifically, this SOW provides:

1. A summary of the phases and tasks to be completed within the project lifecycle.
2. A list of the deliverables associated with the project.
3. A description of the responsibilities for both Parties.

4. The qualifications and assumptions taken into consideration during the development of this project.

B. This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. Contractor has identified the equipment locations to be used for the new system. Should any of the locations change, a revision to the SOW and associated pricing will be required via an Amendment to this Contract.

C. Assumptions: Contractor has based the system design on information provided by County and an analysis of their system requirements. Changes to the equipment or scope of the project after contract may require a change order through an Amendment to this contract.

1. All work is to be performed during normal work hours, Monday through Friday 8:00 A.M. to 5:00 P.M.

2. All existing sites or equipment locations will have sufficient space available for the system described.

3. This includes available space for proposed racks, cabinets, MCC 7500 dispatch positions, cables, and cable entry ports.

4. All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.

5. It is assumed that the County will provide AC and/or DC power distribution units. County is responsible to provide enough circuits to support both the existing Gold Elite consoles and the replacement MCC 7500 console during the transition process.

6. County is responsible for providing open conduit space for Contractor to route and install CAT6, RF and grounding cables.

7. Any site/location upgrades or modifications are the responsibility of the County.

8. Where applicable, approved FCC licensing will be provided by County.

9. Where applicable, approved local, State, or Federal permits may be required for the installation and operation of the proposed equipment, and these are the responsibility of the Probation Department.

10. Where necessary, County will provide a dedicated delivery point such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).

11. County is responsible for transporting and disposal of existing third party console racks and equipment.
D. Contractor will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration:

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT INITIATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Finalization and Team Creation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Execute contract and distribute contract documents.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Assign a Project Manager as a single point of contact.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Assign resources.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Schedule project kickoff meeting.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Administration</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ensure that project team members attend all meetings relevant to their role on the project.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Record and distribute project status meeting minutes.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Maintain responsibility for third-party services contracted by Motorola Solutions.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Complete assigned project tasks according to the project schedule.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Submit project milestone completion documents.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Upon completion of tasks, approve project milestone completion documents.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>Tasks</strong></td>
<td>Motorola</td>
<td>OC Probation Dept.</td>
</tr>
<tr>
<td>Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Deliverable: Completed and approved project milestones throughout the project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Kickoff</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Introduce team, review roles, and decision authority.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Present project scope and objectives.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Review SOW responsibilities and project schedule.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Schedule Design Review.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Deliverable: Completed project kick and scheduled Design Review.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Design Review

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Present the system design and operational requirements for the solution.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Present installation plan.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Present preliminary cutover plan and methods to document final cutover process.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Review safety, security, and site access procedures.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Deliverable: Finalized design documentation based upon “frozen” design, along with any relevant Change Order documentation.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### General Facility Improvements

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Provide obstruction-free area for the cable run between the demarcation point and system equipment.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Deliverable: Sites meet physical requirements for equipment installation.

### System Installation

### Equipment Order and Manufacturing

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create equipment order and reconcile to contract.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Deliverable: Equipment procured and ready for shipment.
### System Staging

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ship all equipment needed for staging to staging facility.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Provide information on existing system interfaces, room layouts,</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>or other information necessary for the assembly to meet field</td>
<td></td>
<td></td>
</tr>
<tr>
<td>conditions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Set up and rack the solution equipment on a site-by-site basis,</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>as it will be configured in the field at each of the sites.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cut and label the cables with to/from information to specify</td>
<td></td>
<td></td>
</tr>
<tr>
<td>interconnection for field installation and future servicing needs.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Complete the cabling/connecting of the subsystems to each other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(&quot;connectorization&quot; of the subsystems).</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Assemble required subsystems to assure system functionality.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Inventory the equipment with serial numbers and installation</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>references.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Deliverable:** System staged and ready for shipment.

### Equipment Shipment and Storage

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide secure location for solution equipment.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Pack and ship solution equipment to the identified, or site</td>
<td></td>
<td></td>
</tr>
<tr>
<td>locations.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Receive solution equipment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inventory solution equipment.</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

**Deliverable:** Solution equipment received and ready for installation

### General Installation

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliver solution equipment to installation location.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Coordinate receipt of and inventory solution equipment with</td>
<td></td>
<td></td>
</tr>
<tr>
<td>designated contact.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Install all proposed fixed equipment as outlined in the System</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Description based upon the agreed-upon floor plans, connecting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>audio, control, and radio transmission cables to connect equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to the power panels or receptacles, and audio/control line</td>
<td></td>
<td></td>
</tr>
<tr>
<td>connection points. Installation performed in accordance with R56</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>standards and state/local codes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide system interconnections that are not specifically outlined</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>in the system design, including dedicated phone circuits,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>microwave links, or other types of connectivity.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Tasks

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install and terminate all network cables between site routers and</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>network demarcation points, including microwave, leased lines, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ethernet.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Connect installed equipment to the provided ground system.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Label equipment, racks, and cables.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Perform preliminary audit of installed equipment to ensure compliance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>with requirements and R56 standards.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Note any required changes to the installation for inclusion in the</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>“as-built” system documentation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove, transport, and dispose of old equipment.</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

**Deliverable:** Equipment installed.
### Console Installation and Configuration

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Connect console to circuit demarcation points.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Install PC workstation w/ keyboard and mouse, and monitor.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Install a Voice Processor Module (VPM) and purchased peripheral console equipment in accordance with RS6 standards and state/local codes.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Develop templates for console programming.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Perform console programming and configuration.</td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>

**Deliverable:** Console equipment installation completed.

### SYSTEM OPTIMIZATION AND TESTING

#### Solution Optimization

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Verify that all audio and data levels are at factory settings.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Verify communication interfaces between devices for proper operation.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Ensure that functionality meets manufacturers’ specifications and complies with the final configuration established during design review or system staging.</td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>

**Deliverable:** Completion of System Optimization.

#### Functional Acceptance Testing

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Witness the functional testing.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Document all issues that arise during the acceptance tests.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Tasks

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Resolve any minor task failures before Final System Acceptance.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Document the results of the acceptance tests and present for review.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Review and approve final acceptance test results.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Document all issues that arise during the acceptance tests.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Document the results of the acceptance tests and present to the Customer for review.</td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>

**Deliverable:** Completion of functional testing and approval by Customer.
## PROJECT TRANSITION

### Cutover

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finalize Cutover Plan.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notify the personnel affected by the cutover of the date and time planned for cutover.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Provide ongoing communication with users regarding the project and schedule.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Cut over users and ensure that user radios are operating on system.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.</td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>

*Deliverable: Migration to new system completed, and punchlist items resolved.*

### Transition to Warranty

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review the items necessary for transitioning the project to warranty support and service.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Motorola Solutions to provide services during year 1 warranty which align with the proposed services.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.</td>
<td></td>
<td>x</td>
</tr>
</tbody>
</table>

*Deliverable: Service information delivered and approved by Customer* 

### Finalize Documentation and System Acceptance

<table>
<thead>
<tr>
<th>Task</th>
<th>Motorola</th>
<th>OC Probation Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide manufacturer’s installation material, part list and other related material to Customer upon project completion.</td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>
| Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following:  
  - Site Block Diagrams.  
  - Site Floor Plans.  
  - Site Equipment Rack Configurations.  
  - Antenna Network Drawings for RF Sites (where applicable).  
  - ATP Test Checklists.  
  - Functional Acceptance Test Plan Test Sheets and Results.  
  - Equipment Inventory List.  
  - Console Programming Template (where applicable).  
  - Maintenance Manuals (where applicable).  
  - Technical Service Manuals (where applicable).  
  - Drawings will be delivered in Adobe PDF format. | x        |                    |
| Receive and approve documentation.                                   |          | x                  |
| Execute Final Project Acceptance.                                   | X        |                    |

*Deliverable: All required documents are provided and approved. Final Project Acceptance.*
### III. EQUIPMENT LIST

<table>
<thead>
<tr>
<th>SUBSYS</th>
<th>QTY</th>
<th>PART NUMBER</th>
<th>NOMENCLATURE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange Co</td>
<td>1</td>
<td>SQM01SUM0273</td>
<td>MASTER SITE</td>
<td>CONFIGURATION</td>
</tr>
<tr>
<td>Orange Co</td>
<td>1</td>
<td>CA01316AA</td>
<td>ADD: UNC ADDTL DEVICE LIC (QTY 10)</td>
<td></td>
</tr>
<tr>
<td>Orange Co</td>
<td>1</td>
<td>CA02629AC</td>
<td>ADD: EXPAND 7.17 M CORE</td>
<td></td>
</tr>
<tr>
<td>Orange Co</td>
<td>1</td>
<td>UA00156AA</td>
<td>ADD: MCC7500 CONSOLE LICENSES (QTY 5)</td>
<td></td>
</tr>
<tr>
<td>Orange Co</td>
<td>1</td>
<td>UA0015Z2AA</td>
<td>ADD: 500 RADIO USER LICENSES</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>B1905</td>
<td>MCC 7500 ASTRO 25 SOFTWARE</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>B1933</td>
<td>MOTOROLA VOICE PROCESSOR MODULE</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>CA01642AA</td>
<td>ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>CA01644AA</td>
<td>ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>CA01643AA</td>
<td>ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>CA01220AA</td>
<td>ADD: MCC 7500 / MCC 7100 OTEK OPERATION</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>CA00147AF</td>
<td>ADD: MCC 7500 SECURE OPERATION</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>CA00182AB</td>
<td>ADD: AES ALGORITHM</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>CA0014OAA</td>
<td>ADD: AC LINE CORD, NORTH AMERICAN</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>DSTG221B</td>
<td>TECH GLOBAL EVOLUTION SERIES 22INCH NON-TOUCH</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>T13492</td>
<td>Z2 G4 MINI WORKSTATION NON RETURNABLE</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>8</td>
<td>B1912</td>
<td>MCC SERIES DESKTOP SPEAKER</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>4</td>
<td>B1913</td>
<td>MCC SERIES HEADSET JACK</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>4</td>
<td>RLN6099AA</td>
<td>HDST MODULE BASE W/PTT, 25 FT CBL</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>4</td>
<td>RMN515OA</td>
<td>OVER-THE-HEAD, MONOURAL, NOISE-CANCELING HEADSET</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>DDN2089</td>
<td>DUAL IRR SW USB HASP WITH LICENSE (V47)</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>DSICUSBAUDIO7D</td>
<td>STARTECH 7.1 USB AUDIO ADAPTER SOUND CARD</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>DDN9649</td>
<td>INSTANT RECALL RECORDER CABLE FOR MCC 7500</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>DSLGITECHZ13O</td>
<td>LOGITECH Z130 SPEAKERS</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>T7449</td>
<td>WINDOWS SUPPLEMENTAL TRANS CONFIG</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>T7885</td>
<td>MCAFEE WINDOWS AV CLIENT</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>DSPWR100012</td>
<td>STANDARD IEC AC POWER CORD 12 FOOT</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>B1914</td>
<td>MCC SERIES DESKTOP GOOSENECK MICROPHONE</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>DSACM3151</td>
<td>TRANSMIT FOOT SWITCH 24 IN</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>DSST7300U3M</td>
<td>STARTECH 7 PORT USB 3.0 HUB</td>
<td></td>
</tr>
<tr>
<td>SUBSYSTEM</td>
<td>QTY</td>
<td>PART NUMBER</td>
<td>DESCRIPTION</td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td>-----</td>
<td>-------------</td>
<td>--------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>DSF2B56AA</td>
<td>USB EXTERNAL DVD DRIVE</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>CLN1868</td>
<td>2930F 24-PORT SWITCH</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>CLN1866</td>
<td>FRU: 1M DAC CABLE</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>T8492</td>
<td>SITE AND HUB ROUTER AND FIREWALL- AC</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>CA03445AA</td>
<td>ADD: MISSION CRITICAL HARDENING</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>CA03448AA</td>
<td>ADD: STATEFUL FIREWALL</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>DSACX2100AC</td>
<td>ACX2100 UNIVERSAL ACCESS ROUTER AC VER DUAL PS 1RU</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>T7038</td>
<td>GCP 8000 SITE CONTROLLER</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CA00717AA</td>
<td>ADD: ASTRO SYSTEM RELEASE 7.17</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CA00303AA</td>
<td>ADD: QTY (1) SITE CONTROLLER</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CA01136AA</td>
<td>MCC 7500 CONVEN SITE OPER</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>X153AW</td>
<td>ADD: RACK MOUNT HARDWARE</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>SQM015UM0205</td>
<td>GGM 8000 GATEWAY</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CA01616AA</td>
<td>ADD: AC POWER</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CA02086AA</td>
<td>ADD: HIGH DENSITY ENH CONV GATEWAY</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>SQM015UM0205</td>
<td>GGM 8000 GATEWAY</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CA01616AA</td>
<td>ADD: AC POWER</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CA02086AA</td>
<td>ADD: HIGH DENSITY ENH CONV GATEWAY</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>BVN1013</td>
<td>MKM 7000 Console Alias Manager Software</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>TT3492</td>
<td>Z2 G4 MINI WORKSTATION NON RETURNAB</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>T7885</td>
<td>MCAFEE WINDOWS AV CLIENT</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>DSCL5808NCKIT</td>
<td>8 PORT LCD KVM 8 USB-PS 2 COMBO CABLES</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>T7449</td>
<td>WINDOWS SUPPLEMENTAL TRANS CONFIG</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>TRN7343</td>
<td>SEVEN AND A HALF FOOT RACK</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>4</td>
<td>DSRMP615A</td>
<td>SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>DDN9748</td>
<td>19 INCH BLACK SHELF</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CLN1868</td>
<td>2930F 24-PORT SWITCH</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CLN1866</td>
<td>FRU: 1M DAC CABLE</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>T8492</td>
<td>SITE AND HUB ROUTER AND FIREWALL- AC</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CA03445AA</td>
<td>ADD: MISSION CRITICAL HARDENING</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CA03448AA</td>
<td>ADD: STATEFUL FIREWALL</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>2</td>
<td>B1912</td>
<td>MCC SERIES DESKTOP SPEAKER</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>B1913</td>
<td>MCC SERIES HEADSET JACK</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>B1914</td>
<td>MCC SERIES DESKOP GOOSENECK MICROPHONE</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>DSACM3151</td>
<td>TRANSMIT FOOT SWITCH 24 IN</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>TT3492</td>
<td>Z2 G4 MINI WORKSTATION NON RETURNAB</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>DSPWR100012</td>
<td>STANDARD IEC AC POWER CORD 12 FOOT</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>B1934</td>
<td>MCC 7500 VOICE PROCESSOR MODULE FRU</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CA00147AF</td>
<td>ADD: MCC 7500 SECURE OPERATION</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>CA00182AB</td>
<td>ADD: AES ALGORITHM</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>DLN6966</td>
<td>FRU: GCP 8000/GCM 8000/GPB 8000</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>DLN6898</td>
<td>FRU: FAN MODULE</td>
<td></td>
</tr>
<tr>
<td>OC Probation</td>
<td>1</td>
<td>DLN6805</td>
<td>FRU: ENERGY EFFICIENT POWER SUPPLY</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT B
COMPENSATION AND PRICING

I. COMPENSATION: This is a fixed fee Contract between County and Contractor to perform the services as listed in Attachment A – Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

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

II. CONTRACT PRICE: The Contract Price (exclusive of applicable sales or use taxes which will be added and paid by the County but exclusive of freight charge) for the System is $402,127. Equipment total is comprised of the Equipment listed in SOW, Section III. “System Integration and Services” noted in the below pricing table means the Equipment, Software, incidental hardware, materials and services that are combined together into an integrated system and includes all tasks listed in Section III, Paragraph D of the SOW.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment (List Price)</td>
<td>$235,271</td>
</tr>
<tr>
<td>Equipment Discount (per Orange County Price Book Agreement # MA-060-10012594)</td>
<td>-$28,473</td>
</tr>
<tr>
<td>Equipment Total</td>
<td>$206,798</td>
</tr>
<tr>
<td>System Integration and Services</td>
<td>$247,164</td>
</tr>
<tr>
<td>Equipment and Services Subtotal</td>
<td>$453,962</td>
</tr>
<tr>
<td>Estimated Tax (based on 9.25% of equipment after discount)</td>
<td>$19,129</td>
</tr>
<tr>
<td>System Total (with Tax)</td>
<td>$473,091</td>
</tr>
<tr>
<td>Incentive (if purchased within 90 days from the date of this proposal)</td>
<td>-$70,964</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$402,127</td>
</tr>
<tr>
<td>Pre-Tax Total</td>
<td>$385,868</td>
</tr>
</tbody>
</table>

Full details of equipment list are listed in Section III, Equipment List of Attachment A.

III. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.
IV. INVOICING AND PAYMENT: Contractor will submit invoices to County according to the Payment milestones listed below. County will make payments to Contractor within thirty (30) days after the date of each invoice. County will make payments when due in the form of a wire transfer, check, or cashier’s check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

V. PAYMENT TERMS AND MILESTONES: COUNTY AUTHORIZES PAYMENTS TO BE PAID IN ADVANCE AND OR IN ARREARS AS DESCRIBED BELOW. Contractor will submit invoices to County according to the Payment milestones listed below. County will make payments to Contractor within thirty (30) days after the date of each invoice. County will make payments when due in the form of a check or EFT transaction. Except for a payment that is due on the Effective Date, County will make payments to Contractor within thirty (30) days after the date of each invoice.

Payment Milestone

1. System Purchase (excluding Subscribers, if applicable)
2. 25% of the Contract Price due upon contract execution (due upon effective date);
3. 60% of the Contract Price due upon shipment of Equipment from Staging;
4. 10% of the Contract Price due upon installation of Equipment; and
5. 5% of the Contract Price due upon Final Project Acceptance.

Contractor may make partial shipments of Equipment and will request payment upon shipment of such Equipment. In addition, Contractor will invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the Equipment shipped/services performed will be determined by the value of the shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall System package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber Equipment values to total Contract Price. Overdue invoices will bear simple interest at the maximum allowable rate.

The payment due based on achieving each milestone shall be reduced by any piecemeal payments made due to partial delivery of any part of service as described in the immediately preceding paragraph. In no event, will County pay more than the percentage of the total contract, as noted in the milestones, at completion of each milestone.

VI. PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT)

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

VII. TAXPAYER ID NUMBER: Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

VIII. INVOICING INSTRUCTIONS: Contractor will provide an invoice on the Contractor’s letterhead for services rendered. Each invoice must have a unique number and must include the following information:

1. Contractor’s name and address;
2. Name of County Department;
3. County Contract Number (MA); MA-057-20011572
4. Date of services rendered;
5. Service description;
6. Sales tax, when applicable
7. Contractor’s Federal I.D. number; and,
8. Total Amount

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

Invoices shall itemize all fees, including all applicable Federal, State Tax and/or any other applicable tax and/or environmental fees as separate line items when invoicing.

**Invoice and support documentation shall be mailed to:**

COUNTY OF ORANGE
PROBATION: ACCOUNTS PAYABLE
PO BOX 10260
SANTA ANA, CA 92711-0260

Or

Emailed to Prob-AP@prob.ocgov.com.

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. The County’s Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.
ATTACHMENT C
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and ________________________________ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1  DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2  SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3  GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and
conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.
Section 5  OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6  LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7  TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation;
provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8  TERM AND TERMINATION

8.1 Licensee’s right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee’s right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9  Commercial Computer Software

9.1 This Section 9 only applies to U.S. Government end users. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of “commercial computer software” and “computer software documentation” as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10  CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola’s valuable proprietary and Confidential Information and are Motorola’s trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11  LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12  NOTICES
Notices are described in the Primary Agreement.

Section 13  GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.
**SECTION II – DEPARTMENT INFORMATION**  (Complete in its entirety)

<table>
<thead>
<tr>
<th>Department:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probation</td>
<td>April 23, 2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Sole Source Bidsync Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motorola Solutions, Inc.</td>
<td># 057-C018208-GG-SS</td>
</tr>
</tbody>
</table>

**Is the above named vendor a retired employee of the County of Orange?**  □ Yes  ☒ No

If “Yes”, review and Approval is required from CEO Human Resource Services prior to contract execution.

<table>
<thead>
<tr>
<th>Contract Term (Dates):</th>
<th>Is Agreement Grant Funded?</th>
<th>Percent Funded:</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 19, 2020 – May 18, 2021</td>
<td>□ Yes  ☒ No</td>
<td>Funding Source: GF 100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Amount?</th>
<th>Is this renewable?</th>
<th>If yes, how many years?</th>
</tr>
</thead>
<tbody>
<tr>
<td>$402,127</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Request:</th>
<th>Proprietary?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ New</td>
<td>□ Yes  ☒ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Renewal Year:</th>
<th>Did vendor provide a sole source affidavit?</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>□ Yes  ☒ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Board Date:</th>
<th>ASR Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 19, 2020</td>
<td>Supplemental</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does Contract include Non-Standard Language?</th>
<th>If not scheduled to go to the Board explain why?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes, Contract includes Limitation of Liability, Indemnification provisions and Motorola’s Terms and Conditions, see attached Contract Number MA-057-20011572.</td>
<td>If not scheduled to go to the Board explain why?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Was Contract Approved by Risk Mgmt.?</th>
<th>Was Contract Approved by County Counsel?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Were any exceptions taken?</th>
<th>If yes, explain in detail. YES, Motorola’s term and conditions are incorporated into Contract Number MA-057-20011572.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

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

☐ Solicitation Exemption  
(For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)
SECTION III – SOLE SOURCE JUSTIFICATION

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

This is a hybrid contract that includes both commodities and service. The commodities include $225,927 for the purchase of specialized dispatch radio console equipment and necessary support equipment to integrate the dispatch consoles into the existing 800 MHz Countywide Coordinated Communications System (CCCS). The services include $176,200 for highly specialized engineering to build, install and integrate the consoles into the existing CCCS radio system.

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

The purchase of the two (2) MCC 7500 Console Systems is required to replace the obsolete 800 MHz CCCS public safety dispatch console systems for Probation’s Radio Dispatch Center. The current console system (Centracom Gold Elite) is no longer supported by the manufacturer, the system is experiencing continued system failures and has surpassed system end-of-life. Spare parts have been utilized to repair the system, but the parts are no longer sold or manufactured. The current supply of parts is anticipated to support the system through the next year at most, with part malfunctions resulting in system failure, impacting Probation’s ability to provide dispatch services. Failure of the system impacts the safety of Probation’s officers and of supported justice partners.

3. **Explain why the recommended vendor is the only one capable of providing the required services and/or commodities.** How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County’s requirements. Include vendor affidavit and/or other documentation which supports your sole source. *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.)* Attach additional sheet if necessary.

When the original contract for the 800 MHz CCCS was awarded to Motorola in 1995, among the many considerations that led to the selection of Motorola’s proprietary SmartNet/SmartZone technology was the requirement for certain specialized features including, but not limited to, Dynamic System Management and Fleet Regrouping, which are embedded in both the infrastructure and the subscriber equipment (e.g., mobiles, portables, control stations, etc.). In addition, Motorola equipment is capable of encrypted voice transmission, which is utilized continuously by all law enforcement agencies throughout the County. Only Motorola equipment is capable of encrypted operation on a SmartNet/SmartZone system. Mobile, portable, and fixed station equipment utilized by participating CCCS agencies must be capable of operation on Motorola’s SmartZone® technological platform. Only certain Motorola products can be utilized on the 800 MHz CCCS network. To maintain the integrity and performance of the 800 MHz CCCS, and provide the operational capabilities that are required by various users, the mobile, portable, and fixed station equipment must be upgraded by Motorola Inc., the original manufacturer and supplier of all of the subscriber equipment currently used on the system. This system is not available through resellers as it’s a Motorola system uniquely configured for Orange County that requires expert technical knowledge that only the manufacturer can provide.
4. How does recommended vendor’s prices or fees compare to the general market?  
   Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

   No truly comparable quotes are available as this system is designed and built by Motorola and operates on proprietary software and equipment, making them the only viable candidate to provide upgrades and replacement equipment for the system. Great lengths have been taken to secure the best possible pricing on this equipment as part of the Orange County Price Book MA-060-15011560 contract with Motorola Solutions, Inc. We have also secured additional discounts if we complete this purchase process prior to the end of 2019/2020 fiscal year.

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

   Motorola is the only vendor who can provide the equipment and highly specialized technical knowledge Probations radio console system. Without this equipment upgrade, the Sheriff’s Department Communications staff would have to continue to troubleshoot and attempt to resolve future console system problems on equipment that is no longer available or supported by the manufacturer and risk the potential catastrophic failure of the entire Dispatch and Control One Communications Center console system.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.  
   No name changes nor litigations found.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years?  
   ☐ Yes    ☒ No

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

8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption)  
   Attach additional sheet if necessary.
Sole Source Request Form

SECTION IV – AUTHOR/REQUESTOR

Signature: [Signature]
Print Name: Catherine Silver
Date: 5/4/20

SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature: [Signature]
Print Name: 
Date: 

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: [Signature]
Print Name: Gabriela George
Date: 5/5/2020

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: [Signature]
Print Name: Dana Schultz
Date: 5/4/20

SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed $250,000, Capitol Assets and services exceeding $75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County’s online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:

Comments:

<table>
<thead>
<tr>
<th>CPO:</th>
<th>Approved</th>
<th>Denied</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CFO:</th>
<th>Approved</th>
<th>Denied</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CPO Authorized Signature: [Signature]
Date: 

CFO Authorized Signature: [Signature]
Date: 

Sole Source Form (Rev 9/18/19)
Release Bid Workflow

Name: Gabriela R George  
Phone: 714-645-7076  
Email: gabriela.george@probo.com.gov  
Status: Submitter May 5, 2020 12:02:29 PM PDT

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com
Contract Summary Form
Motorola Solutions, Inc.

SUMMARY OF SIGNIFICANT CHANGES

Please list any significant changes from previous contract. For example, include the following with the contract’s page number for reference:

1. Warranty: updated language. Page 4
3. Motorola’s Terms and Conditions Articles 43-58: added language. Pages 20-22

SUBCONTRACTORS

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

CONTRACT OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Price (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment (List Price)</td>
<td>$235,271</td>
</tr>
<tr>
<td>Equipment Discount</td>
<td></td>
</tr>
<tr>
<td>(per Orange County Price Book Agreement # MA-060-10012594)</td>
<td>-$28,473</td>
</tr>
<tr>
<td>Equipment Total</td>
<td>$206,798</td>
</tr>
<tr>
<td>System Integration and Services</td>
<td>$247,164</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment and Services Subtotal</td>
<td>$453,962</td>
</tr>
<tr>
<td>Estimated Tax (based on 9.25% of equipment after discount)</td>
<td>$19,129</td>
</tr>
<tr>
<td>System Total (with Tax)</td>
<td>$473,091</td>
</tr>
<tr>
<td>Incentive (if purchased within 90 days from the date of this proposal)</td>
<td>-$70,964</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$402,127</td>
</tr>
<tr>
<td>Pre-Tax Total</td>
<td>$385,868</td>
</tr>
</tbody>
</table>
RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

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

Date: May 5, 2020

TO:  RiskMgmtInsurance@ocgov.com

FROM: Gabriela George  Probation
       County Employee (Contact for Questions)  County Department
       Phone# (Including area code): 714-645-7076

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

☐ A & E  ☐ Other _____

Vendor Name: Motorola Solutions, Inc  Contract#/RFP#: MA-057-20011572

IFB: Yes ☐ No ☑  Contract Amount: $402,127

Insurance Type to be Reviewed for Waiver or Modification of Terms

☐ Commercial General Liability (CGL)  ☐ Workers’ Compensation (W/C)  ☐ Property Insurance
☐ Commercial Auto Liability (AL)  ☐ Employer’s Liability  ☑ Indemnification
☐ Professional Liab. (Errors & Omissions)  ☐ Sexual Misconduct  ☑ Limitation of Liab.
☐ Network Security & Privacy Liab.  ☐ Technology Error & Omissions
☐ Other SIR

Request and Justification: Motorola’s corporate policy does not allow them to disclose SIR. Contract includes Indemnification and Limitation of Liability language that was negotiated by County Counsel and OCSD as part of the 2015 Price Book Agreement MA-060-15011560. Same T&C’s as previous OCSD Motorola contracts.

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

____________________________  _____________________
Manager/CEO/Risk Management  Date

To Be Completed By CEO/Risk Management

☑ Approved  ☐ Denied  ☐ Approved as Modified

Comments: _______________________________________________________________
.......................................................................................................................
May 14, 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 May 19, 2020, Board Hearing.

Agency: Social Services Agency
Subject: Agreement for Supplemental Financial Support for Emergency Food Distribution Services
Districts: All Districts

Reason for supplemental: This emergency agreement for Supplemental Financial Support for Emergency Food Distribution Services Agreement with two (2) local food banks needs to be heard as soon as possible to support community based efforts of providing food to Orange County residents impacted by COVID-19 pandemic. Agreement funding will be used to supplement the food banks’ traditional funding sources of grants, donations and private support if such sources are insufficient to meet residents’ food needs. 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: 05/19/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Social Services Agency
DEPARTMENT HEAD REVIEW:
DEPARTMENT CONTACT PERSON(S): An Tran (714) 541-7707
Dianne Breault (714) 541-7823

SUBJECT: Agreement for Supplemental Financial Support for Emergency Food Distribution Services

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEO Signature</td>
<td>Approved as to Form</td>
<td>Discussion</td>
</tr>
<tr>
<td>Action</td>
<td>Counsellor Signature</td>
<td>4/5 Vote</td>
</tr>
</tbody>
</table>

Budgeted: No Current Year Cost: 1,000,000 Annual Cost: FY 2020-21 $2,000,000

Staffing Impact: N/A # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: Fed: 100% (CARES Act) County Audit in last 3 years N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)


2. Direct the Auditor-Controller to increase Other Charges appropriations by $1,000,000 in Social Services Agency (100-063-063-4001-3800-0000) offset by an equivalent increase to Federal - Disaster Relief (100-063-063-4001-7060-CD19) for payment of eligible Coronavirus Aid, Relief and Economic Security Act funding to Second Harvest Food Bank of Orange County, Inc. and Community Action Partnership of Orange County.
3. Direct the Auditor-Controller, upon receipt of the initial invoice from Second Harvest Food Bank of Orange County Inc., which is approved by the Social Services Agency, to issue a payment in the amount of $500,000 payable to Second Harvest Food Bank of Orange County, Inc. as a one-time advance payment.

4. Direct the Auditor-Controller, upon receipt of the initial invoice from Community Action Partnership of Orange County, which is approved by the Social Services Agency, to issue a payment in the amount of $500,000 payable to Community Action Partnership of Orange County as a one-time advance payment.

SUMMARY:

Approval of the Supplemental Financial Support for Emergency Food Distribution Services Agreement with Second Harvest Food Bank of Orange County, Inc. and Community Action Partnership of Orange County will allow the County of Orange to support community based efforts of providing food to residents of Orange County impacted by the Novel Coronavirus Disease Outbreak pandemic.

BACKGROUND INFORMATION:

On March 13, 2020, President Trump declared a National Emergency Concerning the COVID-19 Outbreak. Subsequent to this declaration, the United States Congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act, California Governor Gavin Newsom issued Executive Order N-33-20 that ordered California residents to stay home or at their place of residence to protect public health and the County of Orange Board of Supervisors (Board) adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County's Health Officer. As of April 9, 2020, 51 states and territories had “stay at home” orders in place.

The COVID-19 pandemic and resulting high unemployment have caused an unprecedented scale of Orange County residents seeking emergency food assistance from community organizations including Second Harvest Food Bank of Orange County, Inc. and Community Action Partnership of Orange County (Food Banks). Due to the impact of the COVID-19 pandemic, the Federal Government has determined that it may be necessary as an emergency protective measure to provide food to meet the immediate needs of those who do not have access to food as a result of COVID-19 and to protect the public from the spread of the virus.

The Food Banks are local non-profit community-based organizations with long histories of serving Orange County residents. They have been on the front line providing emergency food assistance by distributing food directly to Orange County residents and by supporting more than 500 Orange County organizations in their efforts to provide food for the food-insecure communities they serve. The Food Banks are normally funded by grants, donations and private support. However, due to the COVID-19 pandemic and resulting high unemployment, these financial resources are at risk of rapidly being depleted such that food needs of Orange County residents cannot be met by these traditional funding sources.

Prior to the COVID-19 pandemic, approximately 96,245 households in Orange County were identified as food insecure and served by the Food Banks. Due to the increased unemployment rate that may reach 16 percent, it is projected that an additional 76,189 households will need emergency food assistance in May and June. The cost for the Food Banks to serve these additional households is $25 weekly, per household, which includes food, storage and distribution of food. It is anticipated that the number of households
needing assistance will incrementally decrease commensurate with decreases in unemployment rates as residents return to work.

With Board approval, the County may provide supplemental funding to the Food Banks should their traditional funding resources become insufficient to meet residents' needs. Food Banks shall apply for all available funding opportunities and contributions (e.g., federal stimulus grants, state programs, donations, private grants) and shall request supplemental funding from the County only when other resources have been exhausted.

Funding for the proposed Agreement for Supplemental Financial Support for Emergency Food Distribution Services may include, but is not limited to, CARES Act and Federal Emergency Management Agency (FEMA) funding, which reimburses for actual costs only. Funding is limited to available sources to support efforts related to the pandemic and is not a County general fund obligation. In addition, funding is intended for the purchase of grocery items, other commodities necessary for the packaging of food, storage and distribution of food. The Food Banks will submit monthly invoices to the County to document their actual expenditures. In order to ensure an adequate stock of groceries are purchased and ready for distribution as soon as possible, the County may provide the Food Banks a cash advance in a combined amount not to exceed $1 million (equivalent to two months of total funding). Such advance will be offset by reducing amounts paid through invoices submitted for the final two months of the Agreement.

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

FINANCIAL IMPACT:

Funding of this Agreement is 100 percent federal through the CARES Act and/or FEMA Public Assistance. Upon Board approval, funds will be appropriated in Social Services Agency Budget Control 063 in the current year and FY 2020-21 for payment to the Food Banks.

The proposed Agreement includes provisions that the Agreement is contingent upon the availability of funds and inclusion of sufficient funds in the budget approved by the Board for each fiscal year the Agreement remains in effect or operation. In the event such funding is terminated or reduced, the County may terminate the Agreement, reduce the County’s maximum obligation or modify the Agreement, without penalty.

STAFFING IMPACT:

N/A

REVIEWING AGENCY
Auditor-Controller

ATTACHMENT(S):

Attachment A - Agreement with Second Harvest Food Bank of Orange County and Community Action Partnership of Orange County, #MPY0419
Attachment B - Contract Summary Form
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY
AND
SECOND HARVEST FOOD BANK OF ORANGE COUNTY, INC.
FOR THE PROVISION OF
SUPPLEMENTAL FINANCIAL SUPPORT
FOR EMERGENCY FOOD DISTRIBUTION SERVICES

This AGREEMENT, entered into May 19, 2020 which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and Community Action Partnership of Orange County a California non-profit corporation and Second Harvest Food Bank of Orange County, Inc. a California non-profit corporation hereinafter referred to individually as “FOOD BANK,” or collectively as “FOOD BANKS.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY and FOOD BANKS recognize that Orange County residents requiring emergency food assistance has significantly increased due to the COVID-19 pandemic, and;

WHEREAS, FOOD BANKS serve residents in all thirty-four cities of Orange County by providing fresh and wholesome food directly to residents, hosting mass drive-through food
distribution events, and supporting more than five-hundred Orange County organizations in their efforts to provide food for the food-insecure communities they serve, and;

WHEREAS, FOOD BANKS, due to the COVID-19 pandemic and the unprecedented scale of needed emergency food assistance, are incurring unplanned expenses related to food sourcing, transportation, delivery, and operating costs that could exceed funding that is normally acquired through grants, donations, and private support for these services; and

WHEREAS, COUNTY desires to provide supplemental funding to FOOD BANKS should existing grants, donations, and private support be insufficient to meet the needs of Orange County residents under the terms and conditions of this AGREEMENT; and

WHEREAS, FOOD BANKS agrees to render such services on the terms and conditions hereinafter set forth;

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:
# TABLE OF CONTENTS

1. TERM .................................................................................................................. 4
2. DEFINITIONS ......................................................................................................... 4
3. FOOD BANK RESPONSIBILITIES ........................................................................ 4
4. COUNTY RESPONSIBILITIES ............................................................................. 5
5. NOTICES ............................................................................................................... 5
6. INDEMNIFICATION .............................................................................................. 6
7. INSURANCE .......................................................................................................... 7
8. BREACH SANCTIONS ........................................................................................... 11
9. PAYMENTS .......................................................................................................... 11
10. OVERPAYMENTS ................................................................................................. 12
11. RECORDS, INSPECTIONS, AND AUDITS ...................................................... 13
12. REPORTS ........................................................................................................... 14
13. ENVIRONMENTAL PROTECTION STANDARDS ........................................ 15
14. CERTIFICATION REGARDING LOBBYING ............................................... 15
15. FEDERAL EMERGENCY MANAGEMENT AGENCY ....................................... 16
16. TERMINATION PROVISIONS ......................................................................... 17
17. MISCELLANEOUS .............................................................................................. 18
18. SIGNATURE IN COUNTERPARTS ................................................................... 19
1. **TERM**

The term of this Agreement shall begin on May 19, 2020 and end on October 31, 2020, unless earlier terminated pursuant to the provisions of Paragraph 16 of this Agreement; however, FOOD BANKS shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2. **DEFINITIONS**

2.1 Emergency Food Assistance Services means providing food, packaged in a manner for easy transport, either directly or indirectly through local community based organizations who serve food-insecure communities.

2.2 Food includes, but is not limited to, shelf-stable items (e.g., canned meats, rice, beans, pasta, pasta sauce, peanut butter, soups, cereal, etc.), fresh produce, bread, and/or dairy products.

3. **FOOD BANK RESPONSIBILITIES**

3.1 Provide emergency food assistance services to residents of Orange County.

3.2 Package and distribute food.

3.3 Provide staffing and transportation to ensure timely delivery of food items.

3.4 Provide facilities with sufficient space to accommodate storage, packaging, and distribution of food items.

3.5 Maintain accurate written food distribution and administrative cost records for reimbursement by COUNTY including but not limited to Federal Emergency Management Agency (FEMA) and/or Coronavirus Aid, Relief, and Economic Security (CARES) Act. All claimed costs must be necessary and reasonable and in accordance with FEMA Policy FP 104-010-03.

3.6 FOOD BANKS will collaborate with each other to determine how to best meet the needs of Orange County residents, and shall determine, amongst themselves, when and what portion of available funding will be requested from COUNTY by each FOOD BANK.
3.7 FOOD BANKS shall only request supplemental funding from the COUNTY, and shall only seek reimbursement from COUNTY for the purchase of grocery items and other commodities necessary for the packaging of food, and other administrative costs not to exceed ten (10) percent of this Agreement’s maximum obligation, stated in Subparagraph 9.1, when other funding sources such as grants, donations, and private support are exhausted and the emergency food assistance needs of Orange County residents cannot be met without supplemental funding from the COUNTY.

4. COUNTY RESPONSIBILITIES

4.1 Provide available funding including but not limited to FEMA and/or CARES Act funding to support the emergency food assistance services provided to Orange County residents when those services cannot be entirely funded by the FOOD BANK’S traditional funding sources. At no time shall funding under this Agreement be an obligation of COUNTY’s General Fund.

4.2 Receive FOOD BANK’S cash advance requests through a form attached hereto as Exhibit “1” and/or invoices and submit to Auditor-Controller within three (3) business days of receiving a properly completed and signed Exhibit “1.”

4.3 Keep FOOD BANKS informed regarding approval of cash advance requests and/or invoices.

5. NOTICES

5.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications shall be in writing and sent by email or certified mail addressed as follows:

COUNTY: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College Blvd, Suite 100
Orange, CA 92868
Contract: Dianne Breault, Senior Contract Administrator
Email: Dianne.Breault@ssa.ocgov.com

FOOD BANKS:
Community Action Partnership of Orange County
11870 Monarch Street
Garden Grove, CA 92841
Contact: President & CEO Gregory Scott
Email: gscott@capoc.org

Second Harvest Food Bank of Orange County
8014 Marine Way
Irvine, CA 92618
Contact: Harald Herrmann, Chief Executive Officer
Email: Harald@FeedOC.org

5.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address or email address to which notices must be sent.

6. INDEMNIFICATION

6.1 FOOD BANKS agree 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 Indemnities”) harmless from any claims, demands, liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products, misuse of funds, or other performance provided by the FOOD BANKS, its agents, affiliates, contractors and subcontractors pursuant to this AGREEMENT.
6.2 If judgment is entered against the FOOD BANKS and the COUNTY by a court of competent jurisdiction because of the negligence of the COUNTY or the County Indemnites, the FOOD BANKS and the COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

6.3 No alteration or variation of the terms of this Memorandum shall be valid unless made in writing and signed by the COUNTY and FOOD BANKS; no oral understanding or agreement not incorporated herein shall be binding on COUNTY or FOOD BANKS.

6.4 FOOD BANKS warrant, represent, and covenant that responsibilities required of the FOOD BANKS individually and collectively under this AGREEMENT as set out in AGREEMENT at Section I shall fully comply, at each of the FOOD BANK’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 FOOD BANK’s performance at the time of the said performance. The FOOD BANKS acknowledge that the COUNTY is relying on the FOOD BANKS to ensure such compliance, and pursuant to the requirements of Subparagraph 6.1 above, each FOOD BANK 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.

7. INSURANCE

7.1 Prior to the provision of services under this Agreement, FOOD BANKS each agree to purchase all required insurance at FOOD BANK’S expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. FOOD BANKS agree to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.

7.2 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
($50,000) shall specifically be approved by the COUNTY’s Risk Manager, or designee, upon review of FOOD BANKS’ current audited financial reports. If FOOD BANKS’ SIR is approved, FOOD BANK, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

7.2.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from FOOD BANKS’, its agent’s, employee’s or subcontractor’s performance of this Agreement within the scope of their employment or agency, FOOD BANKS shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

7.2.2 FOOD BANKS’ duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

7.2.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and FOOD BANKS’ SIR provisions shall be interpreted as though FOOD BANKS were an insurer and COUNTY was the insured.

7.3 If FOOD BANKS fail to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

7.4 Qualified Insurer

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

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

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned,</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Employee Dishonesty (Client Coverage)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

7.7 Required Coverage Forms

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

7.7.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

7.8 Required Endorsements

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

7.8.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

7.8.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that FOOD BANK’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
7.9 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

7.10 The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing the County of Orange as a Loss Payee shall accompany the Certificate of Insurance.

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

7.12 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

7.13 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 5 of this Agreement.

7.14 COUNTY expressly retains the right to require FOOD BANK to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

7.15 COUNTY shall notify FOOD BANK in writing of changes in the insurance requirements. If FOOD BANK does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to FOOD BANK, and COUNTY shall be entitled to all legal remedies.

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

8. **BREACH SANCTIONS**

8.1 Failure by FOOD BANK to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event, ADMINISTRATOR may, terminate this agreement as outlined in 8.1.1 below seek any other remedies available at law, in equity, or otherwise specified in this Agreement:

8.1.1 Afford FOOD BANK a time period of twenty (20) days to cure the breach. If the breach is not cured within twenty (20) days, ADMINISTRATOR may immediately terminate this Agreement, and/or

8.1.2 Discontinue reimbursement to FOOD BANK for and during the period in which FOOD BANK is in breach, which reimbursement shall not be entitled to later recovery; and/or

8.1.3 Offset against any monies billed by FOOD BANK but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 8.1.2 above.

8.2 ADMINISTRATOR will give FOOD BANK written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of email or mailing.

9. **PAYMENTS**

9.1 The maximum obligation of the COUNTY under this Agreement shall not exceed the amount of $3,000,000 or actual allowable costs, whichever is less. This amount shall be shared by both FOOD BANKS.

9.2 FOOD BANKS shall apply for all available funding opportunities and contributions (e.g., federal stimulus grants, State programs, donations, private grants) and shall request supplemental funding from the COUNTY only when other resources have been exhausted.

9.3 Claimable costs under this AGREEMENT are limited to the purchase of grocery items and other commodities necessary for the packaging of food and other administrative costs
not to exceed ten (10) percent of this Agreement’s maximum obligation stated in Subparagraph 9.1.

9.4 The COUNTY will provide a combined initial cash advance sufficient to allow for the purchase of food and other commodities necessary for the packaging of food, not to exceed $1,000,000, (33.33% of maximum obligation stated in Subparagraph 9.1).

9.5 Expenses incurred in the final two (2) months of this AGREEMENT shall be used to offset the initial cash advance. Expenses incurred after October 31, 2020 are not reimbursable by the COUNTY. If, at the conclusion of this AGREEMENT, there is a balance owing the COUNTY, FOOD BANKS shall refund said monies to the COUNTY within ten (10) business day of written request from COUNTY and no later than December 30, 2020.

9.6 Claims shall be submitted by each FOOD Bank to the COUNTY by the tenth (10th) calendar day of the month for expenses incurred in the preceding month. Claims must be submitted on a form approved by COUNTY and with required specifications to ensure reimbursement including but not limited to FEMA and/or CARES Act. COUNTY may require FOOD BANKS to submit support source documents with the monthly claim.

9.7 Final Claims

9.7.1 FOOD BANK shall submit a final claim by no later than November 30, 2020. Claims received after November 30, 2020, may, at ADMINISTRATOR’s sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be received, upon written notice of thirty (30) days to FOOD BANK.

10. OVERPAYMENTS

Any payment(s) made by COUNTY to FOOD BANK in excess of that to which FOOD BANK is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, FOOD BANK shall make repayment
within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by FOOD BANK is collected from COUNTY by the funding source, then FOOD BANK shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. FOOD BANK agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

11. RECORDS, INSPECTIONS, AND AUDITS

11.1 Financial Records

11.1.1 FOOD BANK shall prepare and maintain accurate and complete financial records. Financial records shall be retained by FOOD BANK for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

11.1.2 FOOD BANK shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

11.1.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Agreement.

11.2 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

11.3 Inspections and Audits

11.3.1 The U.S. Department of Health and Human Services, U.S. Department of Homeland Security, Comptroller General of the United States, Director of CDSS, State Auditor-
General, ADMINISTRATOR, COUNTY’s Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of FOOD BANK which any of them may determine to be pertinent to this Agreement. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

11.3.2 FOOD BANK shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

11.3.3 In the event FOOD BANK does not make available its books and financial records within the borders of Orange County, FOOD BANK agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY’s designee, necessary to obtain FOOD BANK’s books and records.

11.3.4 FOOD BANK shall pay to COUNTY the full amount of COUNTY’s liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to FOOD BANK’s failure to perform under this Agreement.

12. REPORTS

12.1 FOOD BANK shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

12.2 FOOD BANK shall maintain records and submit reports containing such data and information regarding the performance of FOOD BANK’s services, costs, or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to FOOD BANK.

///
13. **ENVIRONMENTAL PROTECTION STANDARDS**

    FOOD BANK shall be in compliance with the Clean Air Act [Title 42 USC Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as “EPA,” regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, FOOD BANK assures that:

    13.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

    13.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

    13.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

14. **CERTIFICATION REGARDING LOBBYING**

    14.1 Pursuant to Appendix A, 44 C.F.R. Part 18, Certification Regarding Lobbying, FOOD BANK shall sign and submit to ADMINISTRATOR the following certification.

    The undersigned certifies to the best of his or her knowledge and belief that:

    14.2 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

    14.3 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of
Congress in connection with this Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

14.4 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

14.5 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

14.6 FOOD BANK, ________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, FOOD BANK understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

15. FEDERAL EMERGENCY MANAGEMENT AGENCY

15.1 Access to Records

15.1.1 FOOD BANKS agree to provide COUNTY, the Federal Emergency Management Agency (FEMA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the FOOD BANK which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.1.2 FOOD BANKS agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions reasonably needed.

15.1.3 In compliance with the Disaster Recovery Act of 2018, COUNTY and FOOD BANKS acknowledge and agree that no language in this Agreement is intended to
prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15.2 Department of Homeland Security Seal, Logo, and Flag

FOOD BANKS shall not use the Department of Homeland Security (DHS) Seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15.3 Compliance with Federal Law, Regulations, and Executive Orders

FOOD BANKS acknowledge that FEMA financial assistance will be used to fund all or a portion of this Agreement. FOOD BANKS will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15.4 No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to COUNTY, FOOD BANKS, or any other party pertaining to any matter resulting from this Agreement.

15.5 Program Fraud and False or Fraudulent Statements or Related Acts

FOOD BANKS acknowledge that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the FOOD BANK’s actions pertaining to this Agreement.

16. TERMINATION PROVISIONS

16.1 ADMINISTRATOR may terminate this Agreement without penalty, with cause after providing written notice of the reasons for the grounds for termination with a twenty (20) calendar day response period for the FOOD BANK to cure or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of FOOD BANK, discontinuance of the services for reasons within FOOD BANK’s reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that, in the reasonable
opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

16.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement (“Transition Period”), FOOD BANK agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. FOOD BANK also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

16.3 In the event of termination of this Agreement, cessation of business by FOOD BANK, or any other event preventing FOOD BANK from continuing to provide services, FOOD BANK shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.

16.4 The obligations of COUNTY under this Agreement are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of FOOD BANK’s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall be binding on FOOD BANK. ADMINISTRATOR will provide FOOD BANK with written notification of such determination. FOOD BANK shall immediately comply with ADMINISTRATOR’s decision.

17. MISCELLANEOUS

17.1 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

17.2 This Agreement shall be construed and interpreted under and shall be governed by California law.

17.3 This Agreement supersedes any and all agreements, either oral or written, between the parties and contains all of the representations, covenants, and agreements between the parties with respect to Emergency Food Assistance Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by an authorized agent of the parties.

17.4 The titles given are for ease of reference only and shall not be relied upon or cited for any other purpose.

18. SIGNATURE IN COUNTERPARTS

18.1 The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

18.2 FOOD BANK represents and warrants that the person executing this Agreement on behalf of and for FOOD BANK is an authorized agent who has actual authority to bind FOOD BANK to each and every term, condition and obligation of this Agreement and that all requirements of FOOD BANK have been fulfilled to provide such actual authority.

///
///
///
///
///
WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: ____________________________   By: ____________________________
    HARALD HERRMANN            CHAIRWOMAN
    CHIEF EXECUTIVE OFFICER     OF THE BOARD OF SUPERVISORS
    SECOND HARVEST              COUNTY OF ORANGE, CALIFORNIA

FOOD BANK OF ORANGE COUNTY

Dated: ____________________________ Dated: ____________________________

By: ____________________________
    GREGORY C. SCOTT
    PRESIDENT/CHIEF EXECUTIVE OFFICER
    COMMUNITY ACTION PARTNERSHIP
    OF ORANGE COUNTY

Dated: ____________________________

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535

ATTEST:

______________________________
ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: ____________________________
    (Signature)
    DEPUTY

Dated: 05/14/20

MPY0419   Page 20 of 20   May 14, 2020
Exhibit "1"

Agreement between County of Orange and Community Action Partnership of Orange County and Second Harvest Food Bank, Inc. for the Provision of Supplemental Financial Support for Emergency Food Distribution Services, Agreement #MPY0419

Date:

TO: County of Orange
   Social Services Agency
   Contracts and Procurement Services
   ATTN: Contract Administrator
   500 N. State College, Suite 100
   Orange, CA 92868

FROM: Food Bank Name
       Street
       City, CA Zip Code

RE: Contract #: MPY0419
    Supplemental Financial Support for Emergency Food Distribution Services

Advance Payment Request: < select >
Invoice for Food Purchased < select >

Service Month and Year: May 2020

Amount Requested:
Advance Repayment (if applicable)
Total Amount Requested: $0.00

I hereby certify that the amount claimed herein is for service provided which has not been previously claimed or paid from the County of Orange or any other source.

Authorized Signature and Date

Print Name and Title
Contract Summary Form

Second Harvest Food Bank of Orange County, Inc.

and

Community Action Partnership of Orange County

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

This contract does not include provisions for subcontracting.

CONTRACT OPERATING EXPENSES

This contract does not include a budget or breakdown of operating expenses. The contract limits administrative cost to 10 percent of the total $3,000,000 maximum obligation.