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.

July 28, 2020

DISCUSSION

14. Continued to 8/25/20, 9:30 a.m.

15. Continued to 12/8/20, 9:30 a.m.

19. Revised Title to read:
   OC Public Works - Consider second reading and adoption of "An Ordinance of the County of Orange, California Amending Sections 5-5-1, 5-5-2, and 5-5-13 of the Codified Ordinances of the County of Orange to Provide for Registration and Inspection of Retail Motor Fuel Devices and Price Scanners and to Increase the Maximum Annual Fees for Registration of All Commercial Weighing and Measuring Instruments" - All Districts (Continued from 3/24/20, Item 51; 5/5/20, Item 51; 7/14/20, Item 35)

22. Revised Title to read:
   Probation - Approve contract MA-057-20011296 with Universal Protection Service LP dba: Allied Universal Security Services for armed security guard services, 7/14/20 - 7/28/20 - 1/31/22 ($1,300,000); and authorize County Procurement Officer or authorized Deputy to execute contract and exercise cost contingency increase not to exceed 10% under certain conditions - All Districts (Continued from 7/14/20, Item S33H)

25. Revised Title to read:
   County Executive Office - Approve grant applications/awards submitted by OC Community Resources, Sheriff-Coroner, Health Care Agency, District Attorney and OC Public Works in 7/28/20 grant report and other actions as recommended; adopt resolution authorizing OC Community Resources Director or designee to submit NOFA application to California Department of Housing and Community Development for Project Homekey and execute standard agreement, any subsequent amendments and related documents to the project; adopt resolution authorizing Sheriff-Coroner or designee to execute and submit application and grant assurance to California Office of Emergency Services for FY 2020 Emergency Management Performance Grant - COVID-19 Supplemental ($320,995); adopt resolution authorizing Sheriff-Coroner to accept grant award, execute grant award, amendments and related documents with Department of Alcoholic Beverage Control for Alcohol Policing Partnership Program; adopt resolution authorizing Sheriff-Coroner or designee to execute and submit application, grant assurance and amendments to California Department of Justice for FY 2020 Tobacco Law Enforcement Grant Program ($700,000); adopt resolution authorizing District Attorney or designee to execute grant award agreement and amendments with California Department of Insurance for Workers’ Compensation Insurance Fraud Program, 7/1/20 - 6/30/21 ($6,134,866); and making California Environmental Quality Act and other findings - All Districts

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

Items: 22 and 25

Revisions and Supplementals to July 28, 2020- Agenda - Page 1 of 3

Document last updated: 7/27/2020 4:35 PM
Supplemental Item(s)

S26A. **Vice Chairman Do** - Orange County Veterans Advisory Council - Reappoint Mario Munoz, Santa Ana, to complete term ending 3/27/22

S26B. **Supervisor Wagner** - For the duration of County-declared emergency relating to COVID-19, direct OC Public Works, Development Services and Neighborhood Preservation Services to (1) allow outdoor operation of existing businesses in all County unincorporated areas zoned commercial and industrial, with consent of the property owner, in accordance with Orange County Codified Ordinances section 7-9-136.11 and all applicable state and federal laws and regulations, except that no certificate of use and occupancy shall be required nor shall limit on number of days be enforced; and (2) waive all applicable parking requirements

S26C. **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 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 - All Districts

S26D. **County Executive Office** - Approve amendment 1 to lease with Civic Center LLC for office space at 600 W. Santa Ana Blvd., Suite 1000, Santa Ana, through 3/31/31, with one five-year option to extend term; authorize Chief Real Estate Officer or designee to take all necessary actions to administer lease, execute options, subsequent lease amendments that make non-monetary and/or monetary changes under certain conditions; and make California Environmental Quality Act and other findings - District 1

S26E. **Chairwoman Steel** - Approve addition of Orange County Law Enforcement Appreciation events to County Events Calendar and make related findings per Government Code Section 26227

S26F. **Chairwoman Steel and Vice Chairman Do** - Adopt resolution limiting financial burdens imposed on the County and its thirty-four cities by visiting officials from Socialist Republic of Vietnam or People’s Republic of China

S26G. **Supervisor Chaffee and Supervisor Bartlett** - Direct Registrar of Voters to place “An Ordinance of the County of Orange, California Adding Section 1-2-9.1 to the Codified Ordinances of the County of Orange Imposing a Lifetime Limit on the Numbers of Terms for Members of the Orange County Board of Supervisors” on the ballot and to consolidate that election with November 3, 2020 Statewide General Election; direct County Counsel to prepare ballot language and impartial analysis of ordinance; and direct Auditor-Controller review measure and prepare a fiscal impact statement as required by Article VII, Section 701 of the County Charter
S26H. **Vice Chairman Do** - Approve contract MA-042-21010106 with Advance OC for COVID-19 mapping services, 7/28/20 - 12/30/20 ($385,000); authorize County Procurement Officer or authorized Deputy to exercise cost contingency increase not to exceed 10% under certain conditions and execute contract

SCS1. **County Executive Office** - CONFERENCE WITH LABOR NEGOTIATOR - Pursuant to Government Code Section 54957.6:
Agency Negotiator: Tom Hatch
Employee Organizations: Orange County Employees Association (OCEA), Orange County Managers Association (OCMA), Association of County Law Enforcement Management (ACLEM), American Federation of State, County and Municipal Employees (AFSCME), Teamsters Local 952 (Teamsters), Orange County Attorneys Association (OCAA), Association of Orange County Deputy Sheriffs (AOCDS), International Union of Operating Engineers (IUOE), United Domestic Workers of America (UDWA) and other non-represented employees
RE: Terms and conditions of employment
Continuation or Deletion Request

Date: July 27, 2020
To: Clerk of the Board of Supervisors
From: Clayton Chau, Agency Director, Health Care Agency
Re: ASR Control #: 20-000570, Meeting Date 7/28/20
   Agenda Item No. # 14
Subject: Contract for Environmental Health Data Management System

☐ Request to continue Agenda Item No. # 14 to the 8/25/20 Board Meeting.

Comments: The Health Care Agency would like to continue this item to gather additional information for when the item is considered by the Board of Supervisors.

☐ Request deletion of Agenda Item No. # ______

Comments:
Continuation or Deletion Request

Date: July 15, 2020
To: Clerk of the Board of Supervisors
From: James Treadaway, OC Public Works Director
Re: ASR Control #: 19-000542, Meeting Date 7/28/20
Agenda Item No. # 15
Subject: Approve Local Agency Management Program and Ordinance for Wastewater Treatment

☐ Request to continue Agenda Item No. # 15 to the 12/8/2020 Board Meeting.

Comments: Approval of the Local Agency Management Program and Ordinance for Wastewater Treatment was orginally heard by the Board on June 25, 2019, and requires a 2nd reading for the implementation of the Ordinance. The 2nd reading cannot take place until the Regional Water Board holds their annual meeting, which is tentatively scheduled for December 4, 2020. Therefore, OC Public Works is requesting a continuation of the 2nd reading of this item to the December 8, 2020, Board meeting.

☐ Request deletion of Agenda Item No. # ______

Comments:
July 15, 2020

To: Honorable Board of Supervisors

From: Jamie Ross, Assistant Clerk of the Board

Subject: July 28, 2020 Board Agenda, Item 19

A clerical error was made on the title for item 19.

The correct title should read:

Consider second reading and adoption of "An Ordinance of the County of Orange, California Amending Sections 5-5-1, 5-5-2, and 5-5-13 of the Codified Ordinances of the County of Orange to Provide for Registration and Inspection of Retail Motor Fuel Devices and Price Scanners and to Increase the Maximum Annual Fees for Registration of All Commercial Weighing and Measuring Instruments" - All Districts (Continued from 3/24/20, Item 51; 5/5/20, Item 51; 7/14/20, Item 35)

cc: Frank Kim, CEO
Leon Page, County Counsel
Revision to ASR and/or Attachments

Date: July 22, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Steven Sentman, Chief Probation Officer
Re: ASR Control #: N/A, Meeting Date 07/28/20, Item No. # 22
Subject: Approve Contract for Armed Security Guard Services

Explanation:

This agenda item was continued to the July 28, 2020, Board Date, the term of the contract as stated in the ASR needs to be modified to July 28, 2020.

☑ Revised Recommended Action(s)

1. Authorize the County Procurement Officer or authorized Deputy to execute a Contract with Universal Protection Service LP dba: Allied Universal Security Services for Armed Security Guard Services for the term of July 14, 2020 July 28, 2020, through and including January 31, 2022, in an amount not to exceed $1,300,000.

☑ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary ☐ Financial Impact

The contract term as stated in the second to last paragraph on page 2 needs to be modified to July 28, 2020 and not July 14, 2020.

Universal currently provides armed security services for John Wayne Airport (JWA). JWA conducted a competitive solicitation and, as a result, awarded Contract MA-280-17011051 to Universal in effect February 1, 2017, through and including January 31, 2022. The JWA contract contains a cooperative agreement provision that allows the provision and pricing of the contract to be extended to other political subdivisions and County agencies/departments. Probation is utilizing that contract to execute Contract MA-057-20011296 as a subordinate to Contract MA-280-17011051 pursuant to Contract Policy Manual Section 4.7-104 for the term of July 14, 2020-July 28, 2020, through and including January 31, 2022, in an amount not to exceed $1.3 million.
July 22, 2020

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

AGENDA ITEM 25

ASR Control 20-000433

MEETING DATE: 07/28/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S): Peter DeMarco (714) 834-5777
Cynthia Shintaku (714) 834-7086

SUBJECT: Grant Applications/Awards Report

CEO CONCUR
Concur

COUNTY COUNSEL REVIEW
Approved Resolution to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

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

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

Prior Board Action: N/A

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

1. Approve Grant Application and Adopt Resolution – OC Community Resources – Project Homekey – $60,630,044.


3. Approve Grant Application – Sheriff-Coroner Department – FY 2020 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program (Formula) – $400,000.

4. Approve Grant Award and Adopt Resolution – Sheriff-Coroner Department – Alcoholic Beverage Control (ABC) Alcohol Policing Partnership (APP) – $97,500.

5. Approve Grant Application and Adopt Resolution – Sheriff-Coroner Department – Tobacco Law Enforcement Grant Program – $700,000.

7. Approve Grant Award – Health Care Agency – Tuberculosis Local Assistance Base Award and Food, Shelter, Incentives, and Enablers allotment (FSIE) – $1,148,638.

8. Approve Grant Award and Adopt Resolution – District Attorney’s Office – Workers’ Compensation Insurance Fraud Program – $6,134,866.

9. Approve Grant Award – OC Public Works – Proposition 1 Integrated Regional Water Management Implementation Grant – $2,455,792.


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 - OCCR Project Homekey Resolution
Attachment B -OCSD EMPG Resolution
Attachment B - OCSD ABC Resolution
Attachment B - OCSD Tobacco Law Enforcement Resolution
Attachment B - DA Workers Compensation Insurance Fraud Resolution
County of Orange Report on Grant Applications/Awards

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

On July 28, 2020 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

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

ACTION ITEMS

1. Approve Grant Application and Adopt Resolution – OC Community Resources – Project Homekey – $60,630,044.


3. Approve Grant Application – Sheriff-Coroner Department – FY 2020 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program (Formula) – $400,000.

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8. Approve Grant Award and Adopt Resolution – District Attorney’s Office – Workers’ Compensation Insurance Fraud Program – $6,134,866.

9. Approve Grant Award – OC Public Works – Proposition 1 Integrated Regional Water Management Implementation Grant – $2,455,792.


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.
**GRANT APPLICATION / □ GRANT AWARD**

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today's Date</td>
<td>07/22/2020</td>
</tr>
<tr>
<td>Requesting Agency/Department</td>
<td>OC Community Resources/OC Housing and Community Development</td>
</tr>
<tr>
<td>Grant Name and Project Title</td>
<td>Project Homekey</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source</td>
<td>State of California Department of Housing and Community Development</td>
</tr>
<tr>
<td>Application Amount Requested</td>
<td>Total request amount: $60,630,044 Up to $55,577,540, in Coronavirus Relief Funds Up to $5,052,504 in State General Funds</td>
</tr>
<tr>
<td>Application Due Date</td>
<td>August 13, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>N/A</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☒ Recurrent □ Other □ Explain:</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>N/A</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☒ Other Type □ Explain:</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☒ Amount: Required amount will depend on specific project application; will vary from $50k per unit to $150k per unit. No □</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>Match can include but is not limited to County, City, State and Federal funds. The NOFA allows for all sources to be used as match.</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No.</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

Administered by the California Department of Housing and Community Development (HCD), $600 million in grant funding will be made available to local public entities, including cities, counties, or other local public entities, including housing authorities or federally recognized tribal governments within California to purchase and rehabilitate housing, including hotels, motels, vacant apartment buildings, and other buildings and convert them into interim or permanent, long-term housing. The $550 million is derived from the state's direct allocation of the federal Coronavirus Relief Fund (CRF) and $50 million is state General Fund. The $50 million in State General Fund money is intended to supplement the acquisition of, and provide initial operating subsidies for, Homekey sites to promote Project feasibility. Accordingly, the Department will use these moneys to fund 24-month operating subsidies.
To ensure statewide distribution, HCD divided the State into eight regions. The regions are largely aligned with the various Councils of Government. Orange County is the Southern California Region along with Imperial, Riverside, San Bernardino and Ventura County. Our region was allocated $55,577,540 in CRF and $5,052,504 in General Funds.

Projects receiving an award from the state's direct allocation of the federal CRF must expend the funds by December 30, 2020. The portion of a Project's award associated with State General Fund must be expended by June 30, 2022. Depending on the funding award, the successful applicant must close escrow by the expenditure deadline.

HCD will began accepting applications on an over-the-counter basis on or about July 22, 2020. The priority application period closes on August 13, 2020.

<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>Jacqueline Guzman</td>
<td></td>
</tr>
</tbody>
</table>
| Recommended Action/Special Instructions | 1. Authorize the OC Community Resources Director or designee to submit the NOFA application and other related forms to State of California Housing and Community Development for Project Homekey.  
2. Adopt by Resolution to authorize OC Community Resources Director or designee to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Project Homekey Application, if application is approved for funding and as the Department may deem appropriate. |
| Department Contact: | List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information. |
| Julia Bidwell | OC Housing and Community Development |
| julia.bidwell@occr.ocgov.com | (714) 480-2991 |
| 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: |
| Julia Bidwell | OC Housing and Community Development |
| julia.bidwell@occr.ocgov.com | (714) 480-2991 |
A RESOLUTION OF THE GOVERNING BODY OF ORANGE COUNTY BOARD OF SUPERVISORS AUTHORIZING JOINT APPLICATION TO THE HOMEKEY PROGRAM

WHEREAS:

A. The Department of Housing and Community Development (Department) has issued a Notice of Funding Availability ("NOFA"), dated July 16, 2020, for the Homekey Program ("Homekey" or "Homekey Program"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.)

B. The County of Orange ("Co-Applicant") desires to jointly apply for Homekey grant funds with [To Be Determined] ("Corporation"). Towards that end, Co-Applicant is joining Corporation in the submittal of an application for Homekey funds ("Application") to the Department for review and consideration.

C. The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement ("Standard Agreement"), and all other legal requirements of the Homekey Program.

THEREFORE, IT IS RESOLVED THAT:

1. Co-Applicant is hereby authorized and directed to submit a joint Application to the Department in response to the NOFA, dated July 16, 2020, and to jointly apply for Homekey grant funds in a total amount not to exceed $60,630,044. That amount includes $55,577,540 for capital expenditures (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(1)-(6)) and $5,052,504 for a capitalized operating subsidy (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(7)).

2. If the Application is approved, Co-Applicant is hereby authorized and directed to ensure that any funds awarded for capital expenditures are spent by December 30, 2020, and that any funds awarded for capitalized operating subsidies are spent by June 30, 2022.

3. If the Application is approved, Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed $60,630,044, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "Homekey Documents").

4. Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

5. Dylan Wright or his designee, is authorized to execute the Application and the Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.
PASSED AND ADOPTED this _____ day of __________, 2020, by the following vote:

<table>
<thead>
<tr>
<th>AYES:</th>
<th>NAYES:</th>
<th>ABSTAIN:</th>
<th>ABSENT:</th>
</tr>
</thead>
</table>

The undersigned, [NAME, TITLE OF SIGNATORY] of Co-Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME:</th>
<th>TITLE:</th>
</tr>
</thead>
</table>
NOTICE AND INSTRUCTIONS

1. **Notice.** The Department is providing this template Authorizing Resolution as informational guidance only. The Department encourages each Co-Applicant to consult with professional legal counsel during the development of its own formal, legally binding statement that it is authorized to apply to and participate in the Homekey Program.
   a. Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Application or the Homekey Documents may result in the Department rejecting the Authorizing Resolution.

2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with the legal authority and composition of Co-Applicant’s governing body. Co-Applicant must timely notify the Department, in writing, of any factors that limit its ability to provide an Authorizing Resolution which is materially in line with this template.

3. **Dollar Amounts of Grant Awards.** The Department recommends identifying an authorized dollar amount that is at least double the anticipated award (based on current formula calculations). Award amounts are subject to change. If Co-Applicant is ultimately awarded an amount in excess of the amount identified in the Authorizing Resolution, the Department will require a new Authorizing Resolution from Co-Applicant before execution of a Standard Agreement.

4. **Authorized Signatory or Signatories, Designee.** Co-Applicant, as a Local Public Entity, may designate an authorized signatory by title only. In addition, Co-Applicant may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Homekey Documents individually or collectively. In addition, Co-Applicant may authorize a designee of the authorized signatory to execute the Homekey Documents. In such case, Co-Applicant must append a supporting document (e.g., memorandum, meeting notes of official action), which indicates the name and title of the designee who is authorized to legally bind the governing body.

5. **Vote Count.** Please fill out the field by every voting category (i.e., Ayes, Nayes, Abstain, Absent). If none, please indicate zero (0) for that field. The vote count must comport with the legal authority and membership of the Co-Applicant’s governing body.

6. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Homekey Documents on behalf of Co-Applicant.
**CEO-Legislative Affairs Office**
**Grant Authorization eForm**

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today’s Date:</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Requesting Agency/Department:</td>
<td>Sheriff-Coroner Department</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Emergency Management Performance Grant, CFDA 97.042</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>Department of Homeland Security; California Office of Emergency Services</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$320,955</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>Unknown – Letter of Intent due by July 6, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$320,955</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>June 16, 2020</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>Yes</td>
</tr>
<tr>
<td>Recurrence of Grant:</td>
<td>New ☐ Recurrent ☐ Other ☒ Explain: Supplemental</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td></td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☐ Other Type ☒ Explain: Offered by federal government to previous recipients</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☒ 100 % No ☐</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>Net County Cost Cash Match</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

On June 16, 2020, the Orange County Sheriff’s Department (OCSD), received the attached award letter from the California Office of Emergency Services (CalOES) for the Supplemental Emergency Management Performance Grant (EMPG-S) funding, which adds funding on to the existing 2020 EMPG program. The CalOES letter requests that the letter be signed and returned within 20 days. No application has yet been submitted for these funds, and the base 2020 EMPG has not yet been applied for or awarded; this is an award of supplemental grant for COVID-19 and CalOES has used existing distribution models with the assumption of participating Counties. If the Board approves the action to apply for the EMPG-S, OCSD will prepare and submit the required CalOES forms and, once those are approved by CalOES, return to the Board for approval to accept the award.**

On April 13, 2020 the Federal Emergency Management Agency (FEMA), a component of the Department of Homeland Security (DHS), announced the availability of the Fiscal Year (FY) 2020...

The FY 2020 EMPG-S program assists states, territories, tribes and local governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. Through this grant program, FEMA will award funding to support planning and operational readiness for COVID-19 preparedness and response; development of tools and strategies for prevention, preparedness, and response; and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response. The EMPG-S program is authorized by Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub. L. No. 116-136) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5121 et seq.). Title VI of the Stafford Act authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the federal government and the states and their political subdivisions.

Funding awarded under the EMPG-S program is separate and distinct from any funding that will be awarded under the FY 2020 EMPG Program NOFO published on February 14, 2020; no information has been provided from the California Office of Emergency Services (CalOES) regarding the normal EMPG grant.

EMPG-S funds are allocated to the States on a formula basis pursuant to section 662 of the Post-Katrina Emergency Management Reform Act of 2006, as amended (PKEMRA) (6 U.S.C. § 762). The funding source for this grant is the CARES Act, Div. B (Pub. L. No. 116-136). CalOES has allocated the funds to Operational Areas based on population.

The initial allocation proposes a pass-through of $156,301 to Orange County cities. These funds are distributed on a population basis to those cities who wish to apply and complete the required activities. Because the activities allowed under this supplemental funding are significantly restricted in comparison to the normal EMPG award, any funds which cannot be expended by a city will be returned to the County allocation rather than being redistributed among the remaining cities.

The Operational Area Executive Board will review the proposed application budget and required activities at their quarterly meeting on August 12, 2020.

The performance period of the award is January 27, 2020 through October 26, 2021.

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

ATTACHMENT(S):
A. Resolution

Board Resolution Required? Yes ☑ No ☐
Wendy Phillips, Deputy County Counsel, has reviewed and approved the attached draft Board Resolution.

<table>
<thead>
<tr>
<th>Deputy County Counsel Name:</th>
<th>Wendy Phillips, Deputy County Counsel, has reviewed and approved the attached draft Board Resolution.</th>
</tr>
</thead>
</table>

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

1. Authorize Sheriff-Coronor, or designee, to sign all necessary application documents required for the submission of the application and supporting documentation to CalOES.

2. Adopt a resolution authorizing the Sheriff, or specified designee, to execute any actions necessary for the purposes of obtaining federal financial assistance provided by DHS and sub-granted through CalOES, if those actions do not materially change the terms or amount of the County’s commitment as it is reflected in the above-referenced grant application and assurances.

A Board of Supervisors Resolution is required to appoint an agent authorized to execute any actions necessary for the submission of the application and supporting documentation.

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

Donna Boston 714-628-7059; dboston@ocsd.org

#### 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:

Donna Boston or designee
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
July 28, 2020

WHEREAS, the U.S. Department of Homeland Security, through the California Office of Emergency Services, is providing Fiscal Year 2020 Emergency Management Performance Grant – COVID-19 Supplemental funding to local Operational Areas to provide resources to sustain and enhance the compressive Operational Area response to COVID-19;

NOW, THEREFORE, BE IT RESOLVED this Board authorizes the following positions to execute and submit to the California Office of Emergency Services, on behalf of the County of Orange, the Fiscal Year 2020 Emergency Management Performance Grant – COVID-19 Supplemental Application for assistance in the amount of $320,955 and grant assurances:

- Sheriff-Coroner
- Undersheriff
- Assistant Sheriff
- Executive Director

BE IT FURTHER RESOLVED this Board authorizes the above-listed positions to execute, on behalf of the County of Orange, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the U.S. Department of Homeland Security and sub-granted through the State of California, if those actions do not materially change the terms or amounts of the County’s commitment as it is reflected in the above-referenced grant application and assurances.

BE IT FURTHER RESOLVED that this Board will provide 100 percent matching funding of any grant awarded to and retained by the County of Orange if the grant application is approved.
Today’s Date: July 8, 2020
Requesting Agency/Department: Sheriff-Coroner Department
Grant Name and Project Title: FY 2020 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program (Formula)
Sponsoring Organization/Grant Source: U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Application Amount Requested: $400,000 (projected amount)
Application Due Date: August 7, 2020
Board Date when Board Approved this Application: TBD
Awarded Funding Amount: TBD
Notification Date of Funding Award: TBD
Is this an Authorized Retroactive Grant Application/Award? No
Recurrence of Grant: New ☑ Recurrent ☐ Other ☐ Explain:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$391,936</td>
</tr>
<tr>
<td>2018</td>
<td>$531,869</td>
</tr>
<tr>
<td>2017</td>
<td>$293,808</td>
</tr>
<tr>
<td>2016</td>
<td>$282,734</td>
</tr>
<tr>
<td>2015</td>
<td>$358,919</td>
</tr>
</tbody>
</table>

Does this grant require CEQA findings? Yes ☐ No ☑
What Type of Grant is this? Competitive ☐ Other Type ☑ Explain: Program Grant
County Match? Yes ☐ 0 % No ☑
How will the County Match be Fulfilled? (Please include the specific budget) N/A
Will the grant/program create new part or full-time positions? N/A
Purpose of Grant Funds: Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

BJA’s FY 2020 DNA Capacity Enhancement for Backlog Reduction (CEBR) Program provides funding to States and units of local government with existing crime laboratories to increase the capacity of publicly funded forensic DNA and DNA database laboratories. To process more DNA samples. This program reduces the backlog of forensic and database DNA samples. The Sheriff-Coroner has applied for this competitive program since 2004. In 2020, this CEBR grant was transferred to the Bureau of Justice Assistance from the National Institute of Justice Program catalog.

This grant provides both formula and discretionary allocations aimed at reducing evidence backlogs and improve the quality and timeliness of forensic science and medical examiner services. Awarded agencies may utilize funds to hire additional full-time or part-time laboratory employees to directly perform capacity enhancement-specific activities, such as validating new DNA analysis technologies for
the forensic DNA laboratory and/or the laboratory responsible for analysis of DNA database samples. Matching funds are not required.

The Sheriff-Coroner Department plans to fund overtime to process backlogged DNA casework at the Orange County Crime Laboratory, and to purchase new computer servers, DNA analysis software; and new laboratory instruments.

A successful award will require the Sheriff-Coroner or designee to return to the Board of Supervisors to accept this grant funding.

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

<table>
<thead>
<tr>
<th>Deputy County Counsel Name:</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>Director Bruce Houlihan, Orange County Crime Lab (714) 834-6380</td>
<td><a href="mailto:bth@occl.ocgov.com">bth@occl.ocgov.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommended Action/Special Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorize the Sheriff-Coroner, or designee, to sign all necessary application documents required for the submission of the application and supporting documentation to the U.S. Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance.</td>
</tr>
</tbody>
</table>

Nicole Sims, Supervising Deputy County Counsel, has reviewed and approved the application.

<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>Director Bruce Houlihan or designee</td>
<td></td>
</tr>
</tbody>
</table>
Today’s Date: July 13, 2020

Requesting Agency/Department: Sheriff-Coroner Department

Grant Name and Project Title: Alcoholic Beverage Control (ABC) Alcohol Policing Partnership (APP)

Sponsoring Organization/Grant Source: State of California, Department of Alcoholic Beverage Control

Application Amount Requested: $100,000

Application Due Date: March 30, 2020

Board Date when Board Approved this Application: March 24, 2020

Awarded Funding Amount: $97,500.00

Notification Date of Funding Award: June 9, 2020

Is this an Authorized Retroactive Grant Application/Award? No

Recurrence of Grant

If this is a recurring grant, please list the funding amount applied for and awarded in the past:
The Sheriff-Coroner Department received ABC Grant Funding for two years in the past:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>$100,000</td>
</tr>
<tr>
<td>2013</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

Does this grant require CEQA findings? No

What Type of Grant is this? Competitive

County Match?
Yes Amount____ or _____ % No

How will the County Match be Fulfilled? N/A

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

Purpose of Grant Funds:
The purpose of the grant project is to enable local law enforcement agencies to expand their efforts in addressing alcohol-related problems. The areas within the Sheriff-Coroner jurisdiction and the unincorporated areas including contract cities have 1,260 ABC-licensed establishments. This grant will expand the existing teams to target specific crimes related to the sale of alcohol, over-intoxication, and narcotic-related problems. Additional benefits of this program include components that contribute to education, training, compliance and enforcement to increase community safety. The term of this award is July 1, 2020 to June 30, 2021.

Board Resolution Required? Yes

Deputy County Counsel Name: Nicole Sims, Supervising Deputy County Counsel, reviewed the application and award.
<table>
<thead>
<tr>
<th><strong>Recommended Action/Special Instructions</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Adopt Resolution authorizing the Sheriff-Coroner to accept grant award funds for the Alcohol Policing Partnership grant from the Department of Alcoholic Beverage Control, State of California.</td>
</tr>
<tr>
<td>2. Authorize the Sheriff-Coroner, or designee, to sign all necessary award documents required to accept the grant funds from the State of California.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Department Contact</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Nancy M. Nguyen, Grants Manager</td>
</tr>
<tr>
<td>Research and Development Division</td>
</tr>
<tr>
<td>714.935.6869</td>
</tr>
<tr>
<td><a href="mailto:nmnguyen@ocsd.org">nmnguyen@ocsd.org</a></td>
</tr>
</tbody>
</table>

<table>
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<tr>
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<td>714.935.6869</td>
</tr>
<tr>
<td><a href="mailto:nmnguyen@ocsd.org">nmnguyen@ocsd.org</a></td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

July 28, 2020

WHEREAS, the Orange County Board of Supervisors desires to undertake a certain project designated as "ABC Grants for Law Enforcement" to be funded in part from funds made available through the Alcohol Policing Partnership Program (APP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

NOW, THEREFORE, BE IT RESOLVED that the Sheriff-Coroner of the County of Orange is authorized to execute on behalf of this Board the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.
<table>
<thead>
<tr>
<th><strong>Today's Date:</strong></th>
<th>July 14, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Sheriff-Coroner Department</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Tobacco Law Enforcement Grant Program</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>Office of the Attorney General, California Department of Justice</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$700,000</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>August 7, 2020</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>Pending July 28, 2020</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>Pending</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>Pending</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No</td>
</tr>
</tbody>
</table>

**Recurrence of Grant**
- Recurrent
- New
- Other: Explain: The Sheriff-Coroner Department was awarded $999,895 for FY 2018.

**Does this grant require CEQA findings?**
- No

**What Type of Grant is this?**
- Competitive
- Other Type: Explain: Formula program

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

**How will the County Match be Fulfilled?**
- N/A

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

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

Proposition 56 was approved by voters in 2016 to increase taxes on cigarettes and other tobacco products by $2.00 starting in April 2017. The initiative specifically allocates $26 million of annual revenue to the California Department of Justice to support local law enforcement investigations intended to reduce the illegal sale of tobacco products to minors. Grantees may use grant funds to enforce state and local laws related to the illegal sale and marketing of tobacco products to minors and youth. The purpose of the grant is to enable local law enforcement agencies to expand their efforts in addressing tobacco-related problems, emphasizing enforcement efforts towards the illegal sales of tobacco products to minors and marketing of tobacco products to minors. If awarded, the Sheriff-Coroner Department (Sheriff) will use the grant funding to reduce specific crimes related to the sale of tobacco products to minors through the use of undercover operations. Under California law, “tobacco products” also includes electronic cigarettes (vape pens), flavored tobacco, cigars and cigarillos. This program model provides education as a component for compliance.

The grant performance period will commence on January 1, 2021, and will be effective for 24-36 months.

**Board Resolution Required?**
- Yes
- No

Grant Authorization e-Form
<table>
<thead>
<tr>
<th>Deputy County Counsel Name:</th>
<th>Nicole Sims, Supervising Deputy County Counsel, reviewed the application packet.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recommended Action/Special Instructions</strong></td>
<td>(Please specify below)</td>
</tr>
<tr>
<td>Applicants selected for funding must provide a resolution of the applicant’s governing body authorizing the applicant to enter into a contract with the State and identifying the person authorized to execute the contract for the applicant. The resolution should expressly authorize future amendments, if any, for the purpose of increasing funding provided in the original contract, without an additional resolution from the governing body. Applicants selected for funding will be required to submit an original or a certified copy of the resolution.</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>
</tr>
<tr>
<td>Nancy M. Nguyen, Grants Manager</td>
<td>714.935.6869</td>
</tr>
<tr>
<td>Research and Development Division</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>
</tr>
<tr>
<td>Nancy M. Nguyen, Grants Manager</td>
<td>714.935.6869</td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS OF

ORANGE COUNTY, CALIFORNIA

July 28, 2020

WHEREAS, the California Department of Justice, is providing FY 2020 Tobacco Law Enforcement Grant Program funding to local Operational Areas to support local law enforcement investigations intended to reduce the illegal sale of tobacco products to minors; and

WHEREAS, this grant application does not require matching funds from the grantee;

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

1. Authorize the following positions to execute, on behalf of the County of Orange, all documents necessary for the FY 2020 Tobacco Law Enforcement Grant Program application and grant assurances;
   - Sheriff-Coroner
   - Undersheriff
   - Assistant Sheriff
   - Executive Director

2. Authorize submission of the grant application to the California Department of Justice for the FY 2020 Tobacco Law Enforcement Grant Program in the amount of $700,000;

3. Authorize the positions mentioned above to execute, on behalf of the County of Orange, a public entity established under the laws of the State of California, any future amendments to the contract with California Department of Justice, if those actions do not materially change the terms or amounts of the County’s commitment as it is reflected in the above-referenced grant application and assurances.

BE IT FURTHER RESOLVED that this Board will not provide specific matching funds if the grant application is approved.
<table>
<thead>
<tr>
<th><strong>GRANT APPLICATION / ☑️ GRANT AWARD</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Today’s Date:</strong></td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong> (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>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong> No</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></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>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong> (Please include the specific budget)</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
</tr>
<tr>
<td><strong>The Health Care Agency requests Board authorization to apply for funding for recurring grants and allocations per the attached FY 2020-21 Annual Grants Application Table. The attached Annual Grants Application Table summarizes the grant and allocation programs that the Health Care Agency has been awarded in prior years. Actual application dates, funding amounts, and funding periods are determined by the funding source. The Health Care Agency requests Board approval to apply for these revenue funds during FY 2020-21 to support health care services in Orange County and Authority for Health Care Director, or designee, to sign all application related documents.</strong></td>
</tr>
<tr>
<td><strong>Board Resolution Required?</strong> (Please attach document to eForm)</td>
</tr>
<tr>
<td><strong>Deputy County Counsel Name:</strong> (Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td><strong>Recommended Action/Special Instructions</strong> (Please specify below)</td>
</tr>
<tr>
<td>Department Contact</td>
</tr>
<tr>
<td>--------------------</td>
</tr>
<tr>
<td>Anna Peters (714)834-5150</td>
</tr>
<tr>
<td><strong>Name of the individual attending the Board Meeting:</strong></td>
</tr>
<tr>
<td>Dr. Clayton Chau</td>
</tr>
</tbody>
</table>
### Behavioral Health Services

<table>
<thead>
<tr>
<th>#</th>
<th>Name of Grant</th>
<th>Application Amount to be Requested (Estimated)</th>
<th>Grant Source</th>
<th>Application Due Date (Estimated)</th>
<th>Grant Status (New or Recurring)</th>
<th>County Match Required? ($ amount or %)</th>
<th>New Full or Part-time Positions</th>
<th>Project Name and Purpose of Grant</th>
<th>Does this Grant Require CEQA Findings?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Forensic Conditional Release Program (CONREP)</td>
<td>$1,412,658</td>
<td>California Department of State Hospitals</td>
<td>July</td>
<td>Recurring</td>
<td>No new positions</td>
<td>Federal McKinney Projects for Assistance in Transition from Homelessness (PATH). The PATH grant is authorized under the Stewart B. McKinney Homeless Assistance Amendments Act of 1990 (Public Law 101-645, Title V, Subtitle B). The grant provides funds to states for the provision of services to individuals who have a serious mental illness, or who have co-occurring serious mental illness and substance use disorders, and who are homeless or at imminent risk of becoming homeless.</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Projects for Assistance in Transition from Homelessness (PATH)</td>
<td>$548,532</td>
<td>State of California, Department of Health Care Services (DHCS)</td>
<td>May</td>
<td>Recurring</td>
<td>No new positions</td>
<td>State of California, Department of Health Care Services (DHCS) provides the Federal Block Grant funds to county for Substance Abuse &amp; Mental Health Services Administration (SAMHSA), Community Mental Health Services Block Grant (MHBG).</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Substance Abuse &amp; Mental Health Services Administration (SAMHSA), Community Mental Health Services Block Grant (MHBG).</td>
<td>$3,655,523</td>
<td>State of California, Department of Health Care Services (DHCS)</td>
<td>July</td>
<td>Recurring</td>
<td>No new positions</td>
<td>ADAP grant provides funding to screen HIV-positive individuals for HIV medications and other programs an individuals may be eligible to receive.</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

### Public Health Services

<table>
<thead>
<tr>
<th>#</th>
<th>Name of Grant</th>
<th>Application Amount to be Requested (Estimated)</th>
<th>Grant Source</th>
<th>Application Due Date (Estimated)</th>
<th>Grant Status (New or Recurring)</th>
<th>County Match Required? ($ amount or %)</th>
<th>New Full or Part-time Positions</th>
<th>Project Name and Purpose of Grant</th>
<th>Does this Grant Require CEQA Findings?</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>AIDS Drug Assistance Program (ADAP)</td>
<td>Fee for service</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>Recurring</td>
<td>No new positions</td>
<td>The County receives AFLP funding from the Maternal and Child Health (MCH) State Branch to implement the strength-based case management program, Positive Youth Development (PYD) Model, with expectant and parenting youth under age 21 in Orange County.</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Adolescent Family Life Program (AFLP)</td>
<td>$585,528.34</td>
<td>California Department of Public Health</td>
<td>May-June</td>
<td>Recurring</td>
<td>No new positions</td>
<td>The State and Federal governments fund the CCS Administrative Program. The program provides case management, service authorization, eligibility determination, and office support in the treatment of children with eligible medical conditions.</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>California Children’s Services (CCS) Administrative Program</td>
<td>$6,856,421</td>
<td>California Department of Health Care Services-Children’s Medical</td>
<td>Varies</td>
<td>Recurring</td>
<td>$376,914</td>
<td></td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>
### Summary of Anticipated Grant Applications for FY 2020-21

<table>
<thead>
<tr>
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<tr>
<td>7</td>
<td>California Children’s Services (CCS) Medical Therapy Program</td>
<td>$6,555,065</td>
<td>California Department of Health Care Services-Children’s Medical</td>
<td>Varies</td>
<td>Recurring</td>
<td>$6,555,065</td>
<td>No new positions</td>
<td>The State government funds the CCS Medical Therapy Program (MTP). The program provides diagnostic and treatment services including physical and occupational therapy in the treatment of children with eligible medical conditions.</td>
<td>No</td>
</tr>
<tr>
<td>8</td>
<td>Child Health and Disability Prevention Program and Health Care Program for Children in Foster Care</td>
<td>$3,366,081</td>
<td>California Department of Health Care Services</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>As part of the Children’s Medical Services Plan, the State and Federal Governments provide funding for the Child Health and Disability Prevention (CHDP) and Health Care Program for Children in Foster Care (HCPFC). CHDP provides health assessments for the early detection and prevention of diseases and disabilities in children and youth. HCPFC provides public health nursing expertise in meeting the medical, dental, mental and developmental health needs of children and youth in out-of-home placement or foster care.</td>
<td>No</td>
</tr>
<tr>
<td>9</td>
<td>Childhood Lead Poisoning Prevention Program</td>
<td>$1,388,170</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>This funding supports the Childhood Lead Poisoning Prevention Program. The Program goals are to prevent childhood lead poisoning through education, community outreach, identification of lead sources and case management of lead-burdened children.</td>
<td>No</td>
</tr>
<tr>
<td>10</td>
<td>Core Sexually Transmitted Disease (STD) Program Management</td>
<td>$231,622</td>
<td>California Department of Public Health, State Office of AIDS, STD Control Brance</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>STD/Integration funds STD and HIV disease investigation and surveillance and provides STD and HIV Partner Services (intervention to inform partners of exposure to STD/HIV) for testing and treatment, if necessary.</td>
<td>No</td>
</tr>
<tr>
<td>11</td>
<td>eGISP</td>
<td>$43,776</td>
<td>California Department of Public Health/Public Health Foundation, Inc. DBA Heluna Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The goal of eGISP is improve the ability to detect changes in susceptibility patterns and detect resistant infections sooner and inform efforts to maximize specificity of surveillance. The eGISP is an expansion of current goals of the GISP for testing and surveillance, to continue to proactively monitor Gonococcal infections within the County. The grant funds will support the PHL testing and shipping of samples to the outside laboratories.</td>
<td>No</td>
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<td>12</td>
<td>Ending the HIV Epidemic (EHE-HRSA)</td>
<td>$850,000</td>
<td>U.S. Department of Health and Human Services (HRSA)</td>
<td>Varies</td>
<td>New</td>
<td>-</td>
<td>No new positions</td>
<td>HRSA funding targeted to the 48 counties, 7 states, and 3 territories that are most impacted by the HIV epidemic and contributes to pillars 2 and 4 of the Ending the Epidemic: A Plan for America. Activities based on award include Care for High Acuity Clients, Rapid ART, and RAP Housing.</td>
<td>No</td>
</tr>
<tr>
<td>13</td>
<td>Ending the HIV Epidemic (EHE-SOA)</td>
<td>$1,191,900</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>New</td>
<td>-</td>
<td>No new positions</td>
<td>The funding is intended to build on the on-going activities funded through PS18-1802: Integrated HIV Surveillance and Prevention Programs for Health Departments to strategically advance (i.e., initiate new or expand existing) HIV prevention efforts. The funding will be used to address the four pillars of the EHE, including: 1) Diagnose all people living with HIV as early as possible; 2) Treat people living with HIV rapidly and effectively to reach and sustain viral suppression; 3) Prevent new HIV Transmissions by using proven interventions; and 4) Respond quickly to potential HIV outbreaks to get needed prevention and treatment services to people who need them. Component A is a required core component of this grant funding.</td>
<td>No</td>
</tr>
<tr>
<td>14</td>
<td>Ending the HIV Epidemic (EHE-SOA)</td>
<td>$240,000</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>New</td>
<td>-</td>
<td>No new positions</td>
<td>The funding will be used to increase the capacity of the 17th St. Testing, Treatment and Care Clinic (HIV/STD Clinic) to further integrate HIV and STD services. The HIV/STD Clinic will implement the following five strategies: 1) Conduct an assessment of the HIV/STD Clinic infrastructure to document HIV and STD prevention services, identify gaps, and assess service quality; 2) Implement evidence-based approaches to scale up capacity; 3) Expand capacity of the HIV/STD Clinic to offer HIV pre-exposure prophylaxis (PrEP); 4) Optimize linkage to, retention in, and re-engagement with HIV medical care; and 5) Facilitate the development of partnerships with community HIV clinical and prevention services providers.</td>
<td>No</td>
</tr>
<tr>
<td>15</td>
<td>Every Woman Counts</td>
<td>$306,400</td>
<td>California Department of Health Care Services</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The Every Woman Counts Program provides Cancer Detection Partnership Services to promote awareness of and increase the number of woman who are screened and rescreened for breast and cervical cancer.</td>
<td>No</td>
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<tr>
<td>16</td>
<td>Hepatitis C Virus Collaboration Project</td>
<td>$234,570</td>
<td>California Department of Public Health, STD Control Branch</td>
<td>Varies</td>
<td>New</td>
<td>No new positions</td>
<td></td>
<td>The funds must be used to develop and implement a public education and outreach program to raise hepatitis C awareness in high-risk groups, physician’s offices, among health care workers, and in health care facilities by including hepatitis C counseling, education, and testing, as appropriate, into local state funded programs.</td>
<td>No</td>
</tr>
<tr>
<td>17</td>
<td>Housing Opportunities for Persons With AIDS (HOPWA)</td>
<td>$894,322</td>
<td>City of Anaheim</td>
<td>Varies</td>
<td>Recurring</td>
<td>No new positions</td>
<td></td>
<td>HOPWA provide funding for housing support services for eligible low income individuals living with HIV.</td>
<td>No</td>
</tr>
<tr>
<td>18</td>
<td>Human Immunodeficiency Virus (HIV) Prevention Program</td>
<td>$912,429</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>Recurring</td>
<td>No new positions</td>
<td></td>
<td>The HIV Prevention Program funds various prevention strategies including: 1) improving PrEP utilization, 2) increase and improve HIV routine testing in healthcare settings, 3) expand partner Services, 4) improve HIV linkage to medical care, and 5) increase and improve HIV Prevention and support services. evidenced-based prevention and education interventions to prevent the spread of HIV including HIV testing to identify those infected with HIV; counseling services for dissemination of risk reduction information; and Partner Services that assist HIV-positive individuals in disclosing their status to others that may have been exposed to HIV so they can be tested.</td>
<td>No</td>
</tr>
<tr>
<td>19</td>
<td>Human Immunodeficiency Virus (HIV) Surveillance</td>
<td>$425,502</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>Recurring</td>
<td>No new positions</td>
<td></td>
<td>HIV Surveillance grant ensures accurate and timely reporting of HIV/AIDS cases in Orange County.</td>
<td>No</td>
</tr>
<tr>
<td>20</td>
<td>Infectious Disease Prevention and Control Local Infrastructure</td>
<td>$2,265,368</td>
<td>California Department of Public Health, Division of Communicable Disease Control (CDC)</td>
<td>Varies</td>
<td>New</td>
<td>No new positions</td>
<td></td>
<td>The funds must be used to implement public health activities to address gaps in core public health functions, including but not limited to the following: infectious disease surveillance; monitoring and evaluating disease-specific prevention activities; local capacity to respond and surge for outbreaks; and laboratory and information technology.</td>
<td>No</td>
</tr>
<tr>
<td>21</td>
<td>Local Oral Health Program</td>
<td>$749,810</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>No new positions</td>
<td></td>
<td>The Local Oral Health Program provides activities that support the state oral health plan to build capacity at the local level for the facilitation and implementation of education, prevention, linkage to treatment; surveillance, and case management services in the community.</td>
<td>No</td>
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<td>22</td>
<td>Maternal, Child and Adolescent Health (MCAH)</td>
<td>$2,543,125</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The County receives MCAH allocation through Maternal and Child Health (MCH) State Branch to provide leadership in planning, developing, and supporting comprehensive systems of preventive and primary care for the maternal, child and adolescent population. This includes assessment of needs, coordinating and planning efforts at both state and local levels, and evaluation of program outcomes. The County receives Pregnancy Assistance Fund (PAF) from the Office of Adolescent Health (OAH) through the MCH State Branch to expand implementation of the case management program, the California Adolescent Family Life Program (AFLP) Positive Youth Development (PYD) Model, with expectant and parenting teens under age 19 in Orange County.</td>
<td>No</td>
</tr>
<tr>
<td>23</td>
<td>Memorandum of Understanding between Children and Families Commission of Orange County and Orange County for Provision of Public Health Nursing Services for Bridges Maternal Child Health Network</td>
<td>$5,057,670</td>
<td>Children and Families Commission of Orange County</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The county recognizes network comprised of hospitals, community-based programs, and Public Health Nursing services focused on developing strategic and responsive services that promote health early childhood of young children birth through age five. This Agreement directly funds Public Health Nursing staff and allows HCA to leverage Title XIX funds in programs supporting prenatal, infant, and child populations.</td>
<td>No</td>
</tr>
<tr>
<td>24</td>
<td>CalFresh Healthy Living (Nutrition Education and Obesity Prevention (NEOP))</td>
<td>$3,278,088</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The State contracts with the local health department to administer the federal Supplemental Nutrition Assistance Program-Education (SNAP-Ed) to improve the likelihood that persons eligible for SNAP will make healthy food choices within a limited budget and choose physically active lifestyles. Only evidence-based nutrition education and obesity prevention interventions/projects are used to provide direct and indirect nutrition education and technical assistance to achieve policy, systems and environmental changes. Activities can only be conducted at State approved sites.</td>
<td>No</td>
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<tr>
<td>25</td>
<td>Pediatric Immunization Project</td>
<td>$647,625</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The State contracts with the County for the Pediatric Immunization Project. This project provides vaccine management and accountability at the provider level; increases and supports provider participation in the local immunization registry; provides Quality Assurance site visits, education, training and technical assistance to providers; manages the local Perinatal Hepatitis B Prevention program; works collaboratively with local public and private/nonprofit, agencies, and professional organizations to increase influenza immunization; develops and disseminates consumer information and educational materials, including vaccine benefit and risk communication; and facilitates reporting of school and population assessments.</td>
<td>No</td>
</tr>
<tr>
<td>26</td>
<td>Pre-Exposure Prophylaxis Provider Network</td>
<td>Fee for Service</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>New</td>
<td>-</td>
<td>No new positions</td>
<td>The Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) assists at risk individuals with PrEP-AP related medical costs for uninsured clients and PrEP-AP related medical co-pays, deductibles, and drug costs not covered by a client’s health insurance plan or the manufacturer’s assistance program for insured clients.</td>
<td>No</td>
</tr>
<tr>
<td>27</td>
<td>Ryan White Act, Part A and Minority AIDS initiative (MAI)</td>
<td>$6,349,712</td>
<td>U.S. Department of Health and Human Services (HRSA)</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The County is eligible for funding under Ryan White HIV/AIDS Treatment Modernization Act, (Ryan White Act) Part A. The funds under the Ryan White Act Part A must be used to deliver or enhance HIV related outpatient and ambulatory health and support services, including case management and comprehensive treatment services for individuals and families with HIV disease.</td>
<td>No</td>
</tr>
<tr>
<td>28</td>
<td>Ryan White Act, Part B - HIV Care Program and MAI</td>
<td>$2,285,423</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The HIV Care Program funds outpatient medical care to prevention or delay the progression of HIV disease; medical case management to help ensure that patient’s remain in medical care; early intervention services to conduct HIV counseling and testing to identify HIV-positive individuals and link them to care services; and outreach services to find individuals who have fallen out-of-care and bring them back into care.</td>
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<td>29</td>
<td>Ryan White Act, Part B X08</td>
<td>$74,800</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>New</td>
<td>-</td>
<td>No new positions</td>
<td>The County receives funding for Oral Health Services from the California Department of Public Health, State Office of AIDS in order to support HIV clients with basic dental care. Oral health services includes diagnostic, preventive, and therapeutic services.</td>
<td>No</td>
</tr>
<tr>
<td>30</td>
<td>Ryan White Act, Part C</td>
<td>$710,667</td>
<td>U.S. Department of Health and Human Services (HRSA)</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The County receives Ryan White Act, Part C funds to provide primary medical care and case management services to AIDS/HIV patients. The goals of this program also include providing a quality assurance program and enhancing the HIV preventive health services by increasing the level of voluntary partner notification services.</td>
<td>No</td>
</tr>
<tr>
<td>31</td>
<td>Sexually Transmitted Disease Surveillance Network (SSuN)</td>
<td>$100,000</td>
<td>California Department of Public Health, STD Control Branch</td>
<td>Varies</td>
<td>New</td>
<td>-</td>
<td>No new positions</td>
<td>SOA funding to provide line-listed visit-level data (demographics, gender of sex partners, symptoms, etc.) on a bimonthly basis. Approximately 350 surveys must be conducted on an annual basis and HIV surveillance matching must be conducted.</td>
<td>No</td>
</tr>
<tr>
<td>32</td>
<td>Sexually Transmitted Disease Management and Collaboration (STD PMC)</td>
<td>$378,957</td>
<td>California Department of Public Health, STD Control Branch</td>
<td>Varies</td>
<td>New</td>
<td>-</td>
<td>No new positions</td>
<td>SOA General Funds to provide STD prevention services through: 1) STD surveillance and disease investigation, 2) Testing, treatment, navigation and linkage to services, 3) Participate in collaborations and coalitions, and 4) Engage LHJs and CBOs in partnerships to provide services.</td>
<td>No</td>
</tr>
<tr>
<td>33</td>
<td>Tuberculosis Local Assistance Base Award and Food, Shelter, Incentives and Enables Allotment (FSIE)</td>
<td>$1,148,638</td>
<td>California Department of Public Health, Tuberculosis Control Branch</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The County receives Tuberculosis Local Assistance funds to support tuberculosis control, prevention and treatment, and housing and food for homeless tuberculosis patients. The Base Award is $1,076,568 with an allotment of up to $64,155 for Food, Shelter, Incentives and Enables (FSIE) expenditures. The FSIE Allotment should be used to enhance treatment adherence, prevent homelessness, and/or promote less restrictive alternatives that decrease or obviate the need for detention.</td>
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<td>34</td>
<td>Tobacco Use Prevention Program</td>
<td>$1,724,821</td>
<td>California Department of Public Health, Tobacco Control Program</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>Tobacco Use Prevention Program receives State funding from Proposition 99/56 tobacco taxes. The goal of the program is to reduce the prevalence of tobacco use through educational programs. The program educates youth about the health risks of tobacco use, conducts media campaigns promoting smoking cessation, provides assistance to help nonsmokers avoid exposure to secondhand smoke, and educates merchants about existing laws that prohibit selling tobacco to minors.</td>
<td>No</td>
</tr>
<tr>
<td>35</td>
<td>Women, Infants and Children (WIC) Supplemental Nutrition Program</td>
<td>$4,791,140</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The WIC Supplemental Nutrition program is funded by the State with Federal Department of Agriculture pass-through funds. Program goals are to provide nutrition education, counseling and diet supplementation (through the distribution of food vouchers) to low-income pregnant and lactating women and to infants and children who are found to be nutritionally at-risk.</td>
<td>No</td>
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### Regulatory/Medical Services

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<td>36</td>
<td>Public Health Emergency Preparedness</td>
<td>$2,729,424</td>
<td>California Department of Public Health</td>
<td>July</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>Grant funds are used to strengthen local jurisdiction’s preparedness, response and recovery capabilities to bioterrorism, infectious disease outbreaks and other public health emergencies. These funds emphasize assessing, measuring and sustaining preparedness capabilities. The funding helps build and sustain the following capabilities: Community Preparedness, Community Recovery, Emergency Operations Coordination, Public Information &amp; Warning, Fatality Management, Information Sharing, Mass Care, Medical Countermeasure Dispensing, Medical Material Management and Distribution, Medical Surge, Non-Pharmaceutical Interventions, Public Health Laboratory Testing, PH Surveillance &amp; Epi Investigation, Responder Health &amp; Safety, Volunteer Management.</td>
<td>No</td>
</tr>
<tr>
<td>37</td>
<td>Hospital Preparedness Program</td>
<td>$765,094</td>
<td>California Department of Public Health</td>
<td>July</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>Grant funds are used to strengthen local preparedness, response and recovery efforts of the health care agency during health disasters in support of the local and regional health care system. The funding helps build and sustain the following capabilities: Foundation for Health Care &amp; Medical Readiness, LEMS</td>
<td>No</td>
</tr>
<tr>
<td>38</td>
<td>Leaking Underground Storage Tanks, Local Oversight Program (LOP)</td>
<td>$1,004,107</td>
<td>State Water Resources Control Board</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>Environmental Health receives State funds to provide staffing, materials, and equipment necessary to conduct an underground storage tank corrective action program to identify and oversee the investigation and cleanup of unauthorized releases of petroleum related products within the county.</td>
<td>No</td>
</tr>
<tr>
<td>39</td>
<td>Public Beach Safety Monitoring</td>
<td>$365,000</td>
<td>State Water Resources Control Board</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>Funds are used to monitor and test the ocean waters at public beaches that are adjacent to storm drains that flow into the ocean during summer months, to respond to sewage spills, to post warnings or closure of ocean and bay waters when there is a violation of standards, and to provide public notification through a 24-hour day telephone hotline, in an effort to reduce the risk of exposure to disease-causing microorganisms in the water at beaches.</td>
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<th>Does this Grant Require CEQA Findings?</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>Emergency Solutions Grant (ESG)</td>
<td>$640,683</td>
<td>CA Department of Housing and Community Development</td>
<td>May</td>
<td>Recurring</td>
<td>100% No positions</td>
<td>County of Orange has been designated as the Administrative Entity to administer funds by the Orange County Continuum of Care.</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Continuum of Care Planning Grant</td>
<td>$701,668</td>
<td>U.S. Department of Housing &amp; Urban Development</td>
<td>Varies</td>
<td>New</td>
<td>25% No new positions</td>
<td>County of Orange has been designated as the Administrative Entity to administer funds by the Orange County Continuum of Care.</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Continuum of Care Coordinated Entry System</td>
<td>$1,231,239</td>
<td>U.S. Department of Housing &amp; Urban Development</td>
<td>Varies</td>
<td>Recurring</td>
<td>25% No new positions</td>
<td>Orange County’s Coordinated Entry System standardizes the homeless services assessment process and coordinates referrals to homeless services. These funds will be used to support a fully functional Coordinated Entry System in compliance with the HUD CoC Homeless Assistance Grant Program and implementation of Federal HEARTH Act requirements.</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total** $69,241,558
| **Today's Date:** | 07/11/2020 |
| **Requesting Agency/Department:** | Health Care Agency / Public Health |
| **Grant Name and Project Title:** | Tuberculosis Local Assistance Base Award and Food, Shelter, Incentives, and Enablers allotment (FSIE) |
| **Sponsoring Organization/Grant Source:** | California Department of Public Health (CDPH) – Tuberculosis Control Branch (TBCB) |
| **Application Amount Requested:** | $1,148,638 |
| **Application Due Date:** | N/A |
| **Board Date when Board Approved this Application:** | 08/13/19 (Recurring Grant Matrix Application – Health Care Agency) |
| **Awarded Funding Amount:** | $1,148,638 |
| **Notification Date of Funding Award:** | 06/30/19 |
| **Is this an Authorized Retroactive Grant Application/Award?** | Yes |
| **Recurrence of Grant** | Recurrent |
| **Explain:** | FY 2019-20 $1,140,723 |
| **Does this grant require CEQA findings?** | Yes |
| **What Type of Grant is this?** | Competitive |
| **County Match?** | Yes |
| **How will the County Match be Fulfilled?** | N/A |
| **Will the grant/program create new part or full-time positions?** | No |
| **Purpose of Grant Funds:** | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. |

The base award of this grant ($1,083,283) supports tuberculosis (TB) prevention and control activities in fiscal year (FY) 2020-2021. The award was received on June 30, 2020 for funding period of July 1, 2020 through June 30, 2021, and Risk Management has reviewed and approved this award. Activities include diagnosis, treatment and case management for Orange County residents with TB disease and TB screening services (TB testing, chest x-rays, symptom check, and physician evaluation, when appropriate) and treatment for latent TB infection for Orange County residents who are at highest risk for progression from TB infection to active TB disease. The funds also support activities mandated by Health and Safety Code sections 121361 and 121362 eligible for reimbursement, which include local Health Officer, or designee, review and approval within 24 hours of receipt TB treatment plans submitted by a health facility. In addition to the base award, there is an allotment ($65,355) for food, shelter, incentives and enablers to enhance treatment adherence, prevent homelessness and allow the use of less restrictive alternatives that decrease or obviate the need for detention.
<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please attach document to eForm)</td>
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</table>

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

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

The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to accept this grant award for the term of July 1, 2020 through June 30, 2021, along with all required documents, and delegate authority to the HCA Director, or designee, to execute the Acceptance of Award, the Darfur Contracting Act Certification Form, the Contractor Certification Clause (February 2020) Form, the Certification Regarding Lobbying Form in the Special Terms and Conditions and such future amendments to the Agreement that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

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

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today’s Date:</td>
<td>July 17, 2020</td>
</tr>
<tr>
<td>Requesting Agency/Department:</td>
<td>District Attorney</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Workers’ Compensation Insurance Fraud Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Department of Insurance (CDI)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$6,531,253</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>April 24, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>March 10, 2020</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$6,134,866</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>July 15, 2020</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>Yes, please see attached memo.</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>Recurrent</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>$6,531,253 was applied for $5,553,240 was awarded for FY 2019-20.</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>No</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive</td>
</tr>
<tr>
<td>County Match?</td>
<td>No</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>Not at this time. If needed, we will go through the Quarterly Budget Adjustment Request process.</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
<tr>
<td>Board Resolution Required?</td>
<td>Yes</td>
</tr>
<tr>
<td>Deputy County Counsel Name:</td>
<td>James Harman, Deputy County Counsel</td>
</tr>
</tbody>
</table>

The grant award is made pursuant to the provisions of California Insurance Code Section 1872.83, and shall be used solely for the purposes of enhanced investigation and prosecution of workers’ compensation insurance fraud cases. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute workers’ compensation insurance fraud cases.
1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of $6,134,866 for the Workers Compensation Insurance Fraud Program for fiscal year 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 Workers Compensation Insurance Fraud Program.

By Resolution No. 19-085, dated August 27, 2019, the Board Authorized the District Attorney to sign and execute the Award to accept State funding to administer the Workers Compensation Insurance Fraud Program. The District Attorney has received funding to participate in the State Workers’ Compensation Insurance Fraud Program for the past thirty years. Fiscal year 2020-21 will mark as the District Attorney Office’s thirty-first year of participation in the Program.

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

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Robison (714) 347-8778 <a href="mailto:glenn.robison@da.ocgov.com">glenn.robison@da.ocgov.com</a></td>
<td></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
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<tbody>
<tr>
<td>Glenn Robison</td>
<td></td>
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</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

July 28, 2020

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

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

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.

2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.

3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Workers’ Compensation Insurance Fraud Program, effective from July 1, 2020 through June 30, 2021, in the amount not to exceed $6,134,866.

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

5. Assure that the County of Orange assumes any liability arising out of the County’s performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.
Today's Date: July 28, 2020
Requesting Agency/Department: OC Public Works
Grant Name and Project Title: Proposition 1 Integrated Regional Water Management Implementation Grant
Sponsoring Organization/Grant Source: State of California Department of Water Resources
Application Amount Requested: $2,330,002
Application Due Date: December 13, 2019
Board Date when Board Approved this Application: December 10, 2019
Awarded Funding Amount: $2,455,792 (includes awarded administration costs)
Notification Date of Funding Award: July 7, 2020

Is this an Authorized Retroactive Grant Application/Award? No
Recurrence of Grant

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

County Match?

Yes No

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

N/A

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

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

This grant utilizes Proposition 1 funds issued by the California Department of Water Resources (DWR). The $2.45 million award will fund four (4) new water resource projects located in the South Orange County Watershed Management Area and the County of Orange costs to administer the grant.

The four projects proposed in the application and the respective agencies administering them and providing matching funds are as follows: 1) Municipal Water District of Orange County (MWDOC) South Orange County Irrigation Water Use Efficiency Program; 2) Pacific Marine Mammal Center Water Treatment/Recycling System; 3) City of Laguna Beach Bluebird Canyon Water Quality Diversion; and 4) Santa Margarita Water District Las Flores Enhanced Water Reliability Project.

On September 11, 2018, the Orange County Board of Supervisors authorized submittals of grant applications by OC Public Works for Proposition 1 funding on behalf of the South Orange County Integrated Water Management Group via ASR Control #18-000513 and, on December 10, 2019, the
Board approved a resolution granting OC Public Works the authority to execute a grant agreement with DWR and Implementation Agreements with the four (4) individual project proponent agencies/organizations responsible for the projects.

The South Orange County Watershed Management Area Executive Committee approved the suite of projects proposed for Round 1 of Proposition 1 Integrated Regional Water Management Grant funding at their November 7, 2019 meeting, and authorized submittal of the grant application by the County of Orange as administrator for the South Orange County Integrated Water Management Group.

This grant represents the first of two expected rounds of Proposition 1 Integrated Regional Water Management Implementation Grant funds; each round is considered a separate (non-recurrent) grant.

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

- Yes [ ]
- No [x] Resolution approved by Board on December 10, 2019

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

- Jenna Voss, Sr. Environmental Resource Specialist: Jenna.Voss@ocpw.ocgov.com | (714) 955-0652
- Eileen DePuy, Grant Coordinator: Eileen.Depuy@ocpw.ocgov.com | (714) 955-0255

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

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

- Jenna Voss, Sr. Environmental Resource Specialist: Jenna.Voss@ocpw.ocgov.com | (714) 955-0652
- Eileen DePuy, Grant Coordinator: Eileen.Depuy@ocpw.ocgov.com | (714) 955-0255

**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:

- James Treadaway, Director, OC Public Works
- Khalid Bazmi, Assistant Director/County Engineer, OC Public Works
- Amanda Carr, Deputy Director, OC Environmental Resources, OC Public Works
MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Vice Chair Andrew Do, First District

Date: July 15, 2020

RE: Add to July 28 Board Meeting Agenda – Re-Appoint Mario Muñoz to the OC Veterans Advisory Council

Please place item on the agenda for the July 28, 2020 meeting of the Board of Supervisors. The item proposes to re-appoint Mario Muñoz, Santa Ana, to fill the Regular Member seat for the two-year term beginning March 28, 2020 through March 27, 2022.

cc: Chris Wangsaporn, Chief of Staff, BOS-1
    Valerie Sanchez, Chief Deputy Clerk, COB
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

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

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

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

Veterans Advisory Council

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Mario Muñoz

First Name Middle Name Last Name

CURRENT EMPLOYER: Santa Ana Unified School

OCCUPATION/JOB TITLE

BUSINESS ADDRESS: ____________

BUSINESS PHONE NUMBER: ____________

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

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☑ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County
I would like to continue assisting the veteran community by being a voice and resource for those who need assistance.

DATE: 07/13/2020  APPLICANTS SIGNATURE: [Signature]

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

Date Received: ___________________ Received by: ___________________
Date referred: ___________________ Deputy Clerk of the Board of Supervisors
To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5
    ☐ All BOS ☐ BCC Contact Person Name ____________________
Revised Date 02/07/19

2 of 2
Mario Munoz

Education:
California State University, Dominguez Hills, Carson, CA

Teaching Credential: Biology
California State University, Dominguez Hills, Carson, CA

Bachelor of Science in Ecology and Environmental Science
Santa Ana College

Associates Degree in Liberal Arts

Work Experience:
United States Marine Corps 2007-2014

- Establish and enforce rules for behavior and procedures for maintaining order among Marines
- Enforce all policies and rules governing Marines
- Fire team leader on deployment in conjunction with United States African Command
- Conducted daily physical training for junior Marines

Veterans Resource Center Santa Ana College 2013-2015

- Assisted students in applying for Free Application for Federal Student Aid (FAFSA), Veterans Affairs (VA) benefits, and school programs
- Directed staff meetings and gave informational presentations

Veterans Resource Center California State University Dominguez Hills 2016-2017

- Mediated customer service in the office
- Administrative functions such as work orders for equipment repair
- Maintained relations with other departments and collaborated on planned events
- Assist and development in staff training

Athletic specialist Santa Ana High School 2017- present

- Perform general administrative tasks, such as keeping records or writing reports
- Assess and report the progress of recovering athletes to coaches or physicians
- Evaluate individuals’ abilities, needs, and physical conditions, and develop suitable training programs to meet any special requirements

Substitute Teacher Santa Ana Unified School District 2019-Present

- Supervised student government and worked with staff on various student activities
- Develop lesson plans and adjust as needed to present materials in succinct and coherent style
- Completed progress reports which included individualized notes regarding students’ strengths and areas of improvement
MEMORANDUM

TO: Robin Stieler, Clerk of the Board
FROM: Supervisor Donald P. Wagner
SUBJECT: Outdoor Business Operations in County Unincorporated Commercial and Industrial Zones

Please add an item of business to the July 28, 2020, Board meeting agenda. The title of the agenda item should read:

Supervisor Wagner – For the duration of the County-declared emergency relating to COVID-19, direct Orange County Public Works, Development Services and Neighborhood Preservation Services to (1) allow the outdoor operation of existing businesses in all County unincorporated areas zoned commercial and industrial, with the consent of the property owner, in accordance with Orange County Codified Ordinances section 7-9-136.11 and all applicable state and federal laws and regulations, except that no certificate of use and occupancy shall be required nor shall the limit on number of days be enforced; and (2) waive all applicable parking requirements.

Thank you.

Attachments: Agenda Staff Report

Cc: Members of the Board of Supervisors
Frank Kim, CEO
Leon J. Page, County Counsel
James Treadaway, Director, OC Public Works
AGENDA STAFF REPORT

MEETING DATE: 07/28/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Supervisor Donald P. Wagner
DEPARTMENT CONTACT PERSON(S): Tara Campbell (714) 834-3330
                                               Martin Gardner (714) 834-3330

SUBJECT: Outdoor Business Operations in Unincorporated Areas

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>No Legal Objection</td>
<td>Discussion</td>
</tr>
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<td></td>
<td></td>
<td>3 Votes Board Majority</td>
</tr>
</tbody>
</table>

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

Prior Board Action:

RECOMMENDED ACTION(S)

1. For the duration of the County-declared emergency relating to COVID-19, direct Orange County Public Works, Development Services and Neighborhood Preservation Services to allow, with the consent of the property owner, the outdoor operation of existing businesses in all County unincorporated areas zoned commercial and industrial without the issuance of an additional certificate of use and occupancy and in compliance with state and federal laws, regulations and orders.

2. For the duration of the County-declared emergency relating to COVID-19, direct Orange County Public Works, Development Services and Neighborhood Preservation Services to waive all parking requirements for existing businesses in all County unincorporated areas zoned commercial and industrial.

SUMMARY:
Our local small businesses have been significantly impacted by COVID-19. Approval of this item provides clear policy direction to Orange County Public Works (OC Public Works), Development Services and Neighborhood Preservation Services related to the Board’s enforcement priorities and will provide both regulatory certainty and operational flexibility to existing businesses for the duration of the County-declared COVID-19 emergency.
BACKGROUND INFORMATION:

On February 26, 2020, pursuant to Health and Safety Code §101080, the County Health Officer declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a novel coronavirus (COVID-19) in Orange County (COVID-19 Emergency).

On March 2, 2020, the Board of Supervisors (Board) found the COVID-19 Emergency continued an imminent and proximate threat to public health and adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County Health Officer and thereby extended the emergency for an additional 30 days. At that time, your Board directed all County departments and agencies to take those actions, measures and steps deemed necessary to assure the health, safety and welfare of Orange County citizens and property, including requesting mutual aid to the extent such aid is necessary. On March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of COVID-19.

On March 19, 2020, the Governor of the State of California (State) and the State Public Health Officer issued a “Stay at Home” order, which is still in effect in amended form. Additionally, on March 22, 2020, the President of the United States approved declaring California a major disaster area. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States.

Since March, as the State and California Department of Public Health (CDPH) have amended the “Stay at Home” order and updated “reopening” guidance, the County Public Health Officer has amended and updated our local orders and strong recommendations.

On July 14, 2020, the County Health Office issued Amended Orders and Strong Recommendations (July 14, 2020 Order). The July 14, 2020 Order, in compliance with the most recent State and CDPH issued guidance, ordered: (1) the closure of bars, pubs, breweries and brewpubs that do not offer sit-down, dine-in meals; (2) the indoor operation of dine-in restaurants, wineries and tasting rooms, movie theaters, family entertainment centers, zoos and museums, cardrooms, fitness centers, worship services, indoor protests, offices for non-essential sectors, personal care services, including nail salons, body waxing and tattoo parlors, hair salons and barbershops, and malls. The July 14, 2020 order also, in compliance with State Public Health Officer orders, required the use of cloth face coverings in certain high-risk situations as outlined by CDPH and revised on June 29, 2020. (Attachment A.) This CDPH guidance can be found at: https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf.

On July 20, 2020, CDPH issued guidance allowing hair salons, barber shops, and personal care services (esthetic, skin care, cosmetology, nail services, massage therapy) to be offered outdoors. Under the new CDPH guidance, electrolysis, tattooing, and piercing services cannot operate in the outdoor setting because they are invasive procedures that require a controlled hygienic environment to be performed safely. (July 20, 2020 CDPH Guidance.)

As a result of the July 14, 2020 Order and the July 20, 2020 CDPH Guidance, many businesses may reopen if they can accommodate their operations outside. Thus, the Board is presented with an opportunity to support flexibility and innovation by assuring that businesses in unincorporated areas may operate.

Existing law, Orange County Codified Ordinances section 7-9-136.11, which currently allows existing businesses to have outdoor gatherings reads, in pertinent part:
"The regulations of this section pertain to the temporary use of property for special outdoor gatherings, including but not limited to pageants, fairs, carnivals, and large athletic, religious, or entertainment events . . . Such activities are permitted, without regard for other land use regulations to the contrary, in any zoning district, planned community, or specific plan area in compliance with the following provisions: A discretionary zoning permit shall not be required for gatherings of less than five hundred (500) people, including spectators and participants. Gatherings of five hundred (500) or more people shall require approval of a site development permit per section 7-9-150."

Approval of the recommended action clarifies the policy and ordinance interpretation of this Board that temporary outdoor business operations in commercial and industrial zoned unincorporated areas are the kinds of activity allowed under Orange County Ordinance section 7-9-136.11 without requiring an additional certificate of use and occupancy. This action pertains to businesses already in existence that have appropriate use and occupancy permits.

All outdoor business operations must continue to follow the relevant CDPH guidance for their business sector and comply with all applicable state and federal laws, regulations and orders. The most-up-to-date CDPH guidance for each sector can be found at: https://covid19.ca.gov/industry-guidance/.

In addition, for the duration of the County-declared COVID-19 emergency, the restrictions on the length of outdoor gatherings and parking requirements, as detailed in the Codified Ordinances, would be waived for existing businesses, upon approval of this item. OC Public Works, Development Services, informs that most businesses within unincorporated County areas, are "over-parked," meaning they have sufficient parking to maintain their business plus additional parking. As a result, if parking areas are partially utilized for outdoor operations of existing businesses, the areas can accommodate both parking and outdoor operations.

**FINANCIAL IMPACT:**

N/A

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A – July 14, 2020 Orange County Health Officer Amended Orders and Strong Recommendations
Attachment B – Orange County Codified Ordinance section 7-9-136.11
In light of the recent increased COVID-19 transmission and hospitalization rate in Orange County, the placement of Orange County on the California Department of Public Health (CDPH) County Monitoring List, and further CDPH directives applicable to the County of Orange, these **AMENDED ORDERS AND STRONG RECOMMENDATIONS** revise the prior **AMENDED ORDERS AND STRONG RECOMMENDATIONS**, issued by the Orange County Acting Health Officer on July 3, 2020. The July 3, 2020 Amended Orders and Strong Recommendations are no longer in effect as of the effective date and time of these **AMENDED ORDERS AND STRONG RECOMMENDATIONS**.

Pursuant to California Health and Safety Code sections 101030, 101040, 101470, 120175, and 120130, the County of Orange Acting Health Officer **ORDERS AND STRONGLY RECOMMENDS** as follows:

**ORDERS**

Effective immediately, and continuing until further notice, the following shall be in effect in unincorporated and incorporated territories of Orange County, California:

1. **Closure of Bars, Pubs, Breweries, and Brewpubs.** All bar, pub, brewery, and brewpub establishments that do not offer sit-down, dine-in meals shall close until further notice by County Health Officer based on his assessment and evaluation of local epidemiological indicators.

Bars, pubs, breweries, and brewpubs that offer sit-down, dine-in meals shall close their indoor operation but may continue their outdoor operation. Alcohol can only be sold in the same transaction as a meal. They shall also follow the State outdoor dine-in guidance (found at [https://files.covid19.ca.gov/pdf/guidance-outdoor-restaurants.pdf](https://files.covid19.ca.gov/pdf/guidance-outdoor-restaurants.pdf)) and shall continue to encourage takeout and delivery service whenever possible.

Bars, pubs, breweries, and brewpubs that do not offer sit-down, dine-in meals themselves, but contract with another vendor to provide that service, shall close their indoor operation but may continue their outdoor operation if the dine-in vendor follows the outdoor dine-in guidance (found at [https://files.covid19.ca.gov/pdf/guidance-outdoor-restaurants.pdf](https://files.covid19.ca.gov/pdf/guidance-outdoor-restaurants.pdf)) and the bar, pub, brewery, and brewpub establishment sells alcohol only in the same transaction as a meal.
Guidance/Order:

Sectors should be in accordance with the sector guidelines/sector restrictions. For specific industry or sector guidance on how to operate and ensure compliance with health orders, please see the following link: [https://coronavirus.oz.gov.au/industry](https://coronavirus.oz.gov.au/industry).

2. **Closure of Specific Sections and Activities.** The indoor operations for the following sectors shall close until further notice by the County Health Officer based on this Order. Id does not authorize the re-opening of certain businesses, performance, or operations (found at [https://files.coronavirus.oz.gov.au/industry/multipurpose-venues.pdf](https://files.coronavirus.oz.gov.au/industry/multipurpose-venues.pdf)).

- Places of worship
- Retail (for essential services only)
- Restaurants
- Hair salons and barbershops
- Personal care services, like nail salons, beauty salons, and tanning parlors

For non-essential sections (essential sections are listed above), the following are closed:

- Indoor portions
- Golf
- Movie theaters
- Venues that offer buffets, plated meals, or similar

If the outdoor operation is conducted under a canopy or tent, the canopy or tent may be closed only on one side.
3. **Self-isolation of Persons with COVID-19.** All Orange County residents and visitors who have been diagnosed with or are likely to have COVID-19, as defined below, shall immediately isolate themselves in their home or another residence under the following criteria, as applicable:

   a) Individuals with COVID-19 symptoms shall isolate themselves until: (i) at least 3 days (72 hours) after they have recovered, meaning their fever has resolved without use of fever-reducing medications and their respiratory symptoms (e.g., cough, shortness of breath) have improved; AND (ii) at least 10 days has elapsed from when their symptoms first appeared.

   b) Individuals who have a positive COVID-19 PCR laboratory test result and are without COVID-19 symptoms shall isolate themselves for 10 days from the date when the specimen for the positive COVID-19 PRC laboratory test result was obtained.

Unless one of the criteria, above, applies, i.e. 1.a) or 1.b), the individual may not leave his or her place of isolation except to receive necessary medical care.

A person is considered to be diagnosed with or likely to have COVID-19, if the person has:

   a) Received a positive COVID-19 PCR laboratory test result; and/or

   b) Been informed by a physician that he or she is likely to have COVID-19 and/or;

   c) Signs and symptoms that are consistent with COVID-19 (i.e., new onset of fever, cough, shortness of breath or trouble breathing).

If a more specific isolation order is issued by the County of Orange Health Officer for any county resident, that order shall be followed instead of this order.

This self-isolation order DOES NOT in any way restrict access by first responders to an isolation site during an emergency.

4. **Self-Quarantine of Persons Exposed to COVID-19.** All Orange County residents and visitors who know that they have been in close contact, as defined below, with a person diagnosed with or likely to have COVID-19 shall take the following actions:

   a) Quarantine themselves in their home or another residence until 14 days from the last date that they were in close contact with a person that has been diagnosed with or likely to have COVID-19.
(d) Implemented disinfecting protocols and
screen individuals for symptoms and deny if they have them.

(b) Trained employees on how to limit the spread of COVID-19, including how to

(9) Protection Plan

(a) Performed a detailed risk assessment and implemented a site-specific

Industry or entity owner and/or operator shall this:

To be guaranteed that the business,

In addition to the foregoing industry-specific checklist all businesses, industries, and

Public at the public entrance of each property

shall post their corresponding industry-specific checklist at a location visible to the

public at the public entrance of each property

entitled: https://www.OrangeCountyHealthCare.gov/coronavirus/industry-specific-software

This self-attestation SHALT NOT APPLY to health care providers and congregate

This self-attestation DOES NOT in any way restrict access by first responders

For any county resident, that order shall be followed instead of this order.

If a more specific quarantine order is issued by the County of Orange Health Officer

First appeared until the person is no longer required to be isolated

To acquire COVID-19 is considered isolated from 48 hours before his/her symptoms

COVID-19 person for 15 minutes or more. A person who is diagnosed with or highly

Close contacts refer to any person who has been within 6 feet of an infectious

Exposed persons shall self-quarantine themselves for the entire 14-day COVID-19

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Pursuant to CDPH guidance for variance counties, certain sectors of the economy may re-open only with the approval of the County Health Officer following a review of local epidemiological data by the County Health Officer. Please refer to https://covid19.ca.gov/industry-guidance/#top. For these sectors, please do not submit to the County Health Officer any documents for review and approval. Instead, please refer to https://www.ochealthinfo.com/about/admin/pubs/press for current information as to which sectors have been authorized by the County Health Officer to re-open.

As specified above, certain sectors shall not re-open their indoor operations until further notice by the County Health Officer based on his assessment and evaluation of local epidemiological indicators. See Order # 1 and 2, above. Furthermore, bars, breweries, pubs, and brewpubs shall operate only in accordance with Order # 1, above.

6. **Wear a Cloth Face-Covering.** To help prevent the spread of droplets containing COVID-19, all County residents and visitors shall wear face coverings in certain high-risk situations, as required by the Guidance for the Use of Face Coverings issued by California Department of Public Health on June 18, 2020. The Guidance is attached as Exhibit A and also available at https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf. Please refer to Exhibit A for a list of high-risk situations wherein County residents and visitors shall wear a face covering, and for a list of individuals who are exempt from wearing a face covering.

**STRONG RECOMMENDATIONS**

Effective immediately, and continuing until further notice, the following shall be in effect in unincorporated and incorporated territories in Orange County, California:

1. **Maintain Six Feet of Physical Distancing.** All Orange County residents and visitors should maintain at least 6 feet of physical distance from another person who is not a family/household member or live in the same living unit, when (i) in a public place; (ii) visiting a retail, commercial or other place of business; or (iii) at work.

2. **For Vulnerable Population.** All Orange County residents who are 65 years old or older; have serious underlying medical conditions (for example, chronic lung disease, moderate to severe asthma, serious heart conditions, severe obesity, diabetes, chronic kidney disease undergoing dialysis, liver disease); or have a compromised immune system should remain at home consistent with guidance provided by the California Department of Public Health (CDPH) available at https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-
On March 4, 2020, the Governor of the State of California declared a State of Emergency in response to the COVID-19 pandemic. On March 12, 2020, the Orange County Board of Supervisors adopted Resolution No. 2020-3A, referred to above.

On February 26, 2020, the Chairman of the Board of Supervisors, as the County of Orange Health Officer, declared a Local Health Emergency based on an imminent and proximate threat to public health from the introduction of COVID-19 in Orange County.

On February 26, 2020, the County of Orange Health Officer declared a Local Health Emergency based on an imminent and proximate threat to public health from the introduction of novel Coronavirus Disease (COVID-19) in Orange County.

**Reasons for Orders and Strong Recommendations**

1. **Amended Orders and Strong Recommendations**

   Amended Orders and Strong Recommendations are issued, amended, and modified as necessary to ensure public health and safety. To this end, the provisions of these amended and modified provisions of Orders of the California District Health Officer and Local Health Emergency Orders are not to be applied to Orders or local health emergency orders issued by the County of Orange. In the event that any portion of these Amended Orders and Strong Recommendations conflicts with any other order issued by the County of Orange, the provisions of these orders shall apply.

2. **General Provisions**

   - Indoor spaces: restaurants, bars, clubs, gymnasiums, pools, and other indoor spaces for social or recreational activities.
   - Outdoor spaces: beaches, parks, hiking trails, and other outdoor areas.
   - Public gatherings: limit gatherings to 25 people.
   - Masks: people who are sick, not in a group, or in crowded places should wear masks.

3. **Other Recommendations**

   - All Orange County residents should avoid contact with people who are sick, not in groups, or in crowded places.

Amended Order and Strong Recommendations of the County of Orange Health Officer

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5. There is currently no vaccine to prevent COVID-19. According to the Centers for Disease Control and Prevention (CDC), the best way to prevent COVID-19 is to avoid being exposed to the novel coronavirus. According to the CDC, the novel coronavirus is thought to spread mainly from person-to-person due to the following: (1) between people who are in close contact with one another (within about 6 feet); (2) through respiratory droplets produced when an infected person coughs, sneezes or talks; (3) these droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs; (4) some recent studies have suggested that COVID-19 may be spread by people who are not showing symptoms. See https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html.

6. According to the CDC everyone should (1) wash their hands often with soap and water for at least 20 seconds (or use hand sanitizer that contains at least 60% alcohol when soap and water is not readily available) especially after having been in contact in a public place, or after blowing their nose, coughing, or sneezing; (2) avoid contact with people who are sick, stay at least 6 feet from other people, not gather in groups, stay out of crowded places, and avoid mass gatherings; (3) cover their mouth and nose with a cloth face cover when around others when they are out in public; (4) cover coughs and sneezes; and (5) clean and disinfect frequently touched surfaces daily, including tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks. See https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html.

7. The CDC recommends that everyone wear cloth face coverings when leaving their homes, regardless of whether they have fever or symptoms of COVID-19. This is because of evidence that people with COVID-19 can spread the disease, even when they don’t have any symptoms. Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated, or otherwise unable to remove the mask without assistance. See https://www.cdc.gov/coronavirus/2019-ncov/downloads/cloth-face-coverings-information.pdf.

8. The CDPH also issued a Guidance for the Use of Face Coverings on June 18, 2020, available at https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf. The Guidance requires people in California to wear face coverings in certain enumerated high-risk situations, and provides a number of exemptions, as well as providing a description of what is a face covering.

9. According to the CDC, COVID-19 is a new disease and there is limited information regarding risk factors for severe disease. Based on currently available information and clinical expertise, older adults (65 years older and older), people who live in a nursing home or long-term care facility, and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19. See https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html. According to the CDC, this at higher risk population should stay
In accordance with the CDPH Guidance on Close Contact of COVID-19 (available at: https://ww.cdph.ca.gov/Programs/CID/DCD/Pages/COVID-19Guidance-On-COVID-19-19.pdf) and to ensure the health and safety of all residents of Orange County, these guidelines are put forward:

1. Orange County was placed on the County Monitoring List on June 29, 2020. Since then, the novel coronavirus has spread to 7,400 COVID-19 cases as of July 13, 2020.

2. The novel coronavirus and health of a significant portion of Orange County population subjects and can be indirectly transmitted between individuals. Studies show that the novel coronavirus can survive for hours or even days on surfaces and so can remain a threat from contaminated objects and surfaces. Individuals who contract the novel coronavirus have reported respiratory symptoms and increasing number of cases of community transmission are reported daily (see: https://ww.cdph.ca.gov/Programs/CID/DCD/Pages/COVID-19GuidanceOnCOVID-19-19.pdf).

3. Orange County's COVID-19 case count is high compared to other counties. The high number of cases indicates the need for increased precautions and measures to prevent further spread.

10. The orders and the guidance recommendations of the County of Orange are based on the best available data.

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COVID-19 in congregate settings such as nursing homes, homeless shelters, jails and prisons. Infection of vulnerable populations in these settings can be catastrophic, both in terms of high rates of morbidity and mortality of individual residents, as well as through the high demand such infections would place on the hospital delivery system. Higher levels of community spread also increase the likelihood of infection among individuals at high risk of serious outcomes from COVID-19, including the elderly and those with underlying health conditions who might live or otherwise interact with an infected individual. California’s Pandemic Resiliency Roadmap for reopening is a risk-based framework that guides state and local governments on a path to re-opening industries under strict workplace modifications. Those sector operations listed under Orders #1 and #2, above, are all high risk of transmission due to a number of features of the businesses and the behaviors that occur within them. These sectors, foundationally, are settings where groups convene and may mix with others for prolonged periods without appropriate protective equipment, such as a face covering. For example, it is difficult to consistently wear a face covering in a restaurant. Additionally, physical movement within the establishment, duration of time spent in the establishment, and the degree of social mixing among individuals and groups outside one’s household are all significant in these sectors, which substantially elevates the risk of transmission even where face coverings can be worn. The risk is particularly high in indoor settings. Reinstating indoor closures among these sectors is not only important because of data from counties on the monitoring list, but because the science of disease transmission and from recent studies have shown that the transmissions is greater in indoor settings due to the release of infectious particles into the air when someone speaks, coughs, sneezes, or sings, which is exacerbated in indoor spaces particularly when lacking appropriate ventilation. Furthermore, in some of these sectors centered on eating and drinking, compliance with face coverings is not possible for the full duration of time someone spends in these establishments. Additionally, the workforce of these sectors face higher exposure to diseases transmission because of the environment in which they work. A recent study published by the Centers for Disease Control and Prevention, for example, demonstrates clearly the effect of a single asymptomatic carrier in a restaurant environment. The study shows that approximately 50 percent of the people at the infected person’s table become sick over seven (7) days, 75 percent of the people on the adjacent table that is downwind in the interior ventilation system become infected, and even two of seven people on the upwind table become infected. (See Lu, J., Gu, J., Li, K., Xu, C., Su, W., Lai, Z.,...Yang, Z. (2020). COVID-19 Outbreak Associated with Air Conditioning in Restaurant, Guangzhou, China, 2020. Emerging Infectious Diseases, 26(7), 1628-1631. https://dx.doi.org/10.3201/eid2607.200764). Physical distancing also protects an individual with brief exposures or outdoor exposures. When distanced, there is not enough time to achieve the infectious viral load when standing six (6) feet apart or where wind and the infinite outdoor space for viral dilution reduces viral load. (See Nishiura et al. (2020). Closed environments facilitate secondary transmission of coronavirus disease 2019 (COVID-19). https://www.medrxiv.org/content/10.1101/2020.02.28.20029272v2). A study, which still needs to be peer-reviewed, suggests that the odds an infected person transmitting
18. The California Health and Safety Code section 10140 authorizes the County of Orange Health Officer to issue any orders necessary to prevent the spread of the disease or control of outbreaks of communicable disease wherever necessary.

17. The California Health and Safety Code section 10130 and 10140 require the County of Orange Health Officer to take any measures necessary to prevent the spread of any public health hazard during an emergency.

16. The California Health and Safety Code section 12175 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

15. The California Health and Safety Code section 12174 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

14. The California Health and Safety Code section 12173 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

13. The California Health and Safety Code section 12172 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

12. The California Health and Safety Code section 12171 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

11. The California Health and Safety Code section 12170 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

10. The California Health and Safety Code section 12169 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

9. The California Health and Safety Code section 12168 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

8. The California Health and Safety Code section 12167 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

7. The California Health and Safety Code section 12166 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

6. The California Health and Safety Code section 12165 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

5. The California Health and Safety Code section 12164 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

4. The California Health and Safety Code section 12163 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

3. The California Health and Safety Code section 12162 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

2. The California Health and Safety Code section 12161 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.

1. The California Health and Safety Code section 12160 requires the County of Orange to provide the Board of Supervisors with a report on the status of disease control and preventive measures.
IT IS SO ORDERED:

[Signature]

Clayton Chau MD, PhD
Acting County Health Officer
County of Orange
Sec. 7-9-136.11. - Special outdoor gatherings.

The regulations of this section pertain to the temporary use of property for special outdoor gatherings, including but not limited to pageants, fairs, carnivals, and large athletic, religious, or entertainment events, except as covered by section 7-9-136.9. Such activities are permitted, without regard for other land use regulations to the contrary, in any zoning district, planned community, or specific plan area in compliance with the following provisions:

(a) A discretionary zoning permit shall not be required for gatherings of less than five hundred (500) people, including spectators and participants. Gatherings of five hundred (500) or more people shall require approval of a site development permit per section 7-9-150.

(b) Activities conducted on property owned by or leased to the County and public road rights-of-way may require an encroachment permit issued by the Director, EMA.

(c) Activities which do not require a site development permit or an encroachment permit shall require a certificate of use and occupancy per section 7-9-152.

(d) The temporary use may be permitted for a period not to exceed ten (10) consecutive days. Events recurring more than four (4) times in a calendar year are not considered temporary.

(e) The Director, EMA may require a cash bond or other guarantee for removal of the temporary use, cleanup and restoration of the activity site within seven (7) days of the activity conclusion.

(f) Applications for permits/certificates required by (a), (b), and (c) above shall be referred by the Director, EMA to other affected County agencies as may be appropriate for review and comment.

(g) Related issues, including but not limited to police/security, food and water supply, use of tents and canopies, sanitation facilities, medical services, noise, signage, fire protection, and traffic control, shall be satisfactorily addressed as may be required by the Director, EMA, Sheriff, Fire Chief, or Health Officer in their administration of other County codes. Such other codes may require the applicant to obtain permits such as building, electrical, health and tent permits.

(Ord. No. 3219, § 16, 10-1-80; Ord. No. 3524, § 31, 5-8-85; Ord. No. 3678, § 3, 12-15-87; Ord. No. 3846, § 1, 11-12-91)
To: Clerk of the Board of Supervisors  
From: Frank Kim, County Executive Officer  
Date: July 22, 2020  
RE: July 28, 2020 Supplemental Meeting Agenda

The County Executive Office is requesting that an item of business be added to the July 28, 2020, Supplemental 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 Supplemental 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 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
   g. Mental health support and resources related to COVID-19

Social Services Agency
   h. Public safety net
Orange County Community Resources:
  i. Food security
  j. Vulnerable population response
  k. Economic support for working families and small businesses
  l. State and federal coordination and assistance
  m. Workforce Update and precautions for all employees providing in-person services

Sheriff-Coroner
  n. First responder communication support, readiness and response
  o. Jails update

County Executive Office
  p. Public communication and coordination
  q. County facilities, employees, and contractors
  r. Fiscal impacts and needed support
  s. Public facilities

Thank you.

cc: Board of Supervisors
    County Executive Office
    County Counsel
July 23, 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 July 28, 2020, Board Hearing.

Agency: County Executive Office
Subject: County Counsel Lease at 600 W Santa Ana Blvd, Suite 1000, Santa Ana
Districts: 1

Reason for supplemental: The County Executive Office is requesting this Supplemental item be placed on the July 28, 2020, Board agenda in order to complete tenant improvements by September 1, 2020, and allow County Counsel to move into a space formerly occupied by the Public Defender. 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: 7/28/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 1
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW:
Department Head Signature
DEPARTMENT CONTACT PERSON(S):
Thomas A. Miller (714) 834-6019
Jason Brown (714) 834-4599

SUBJECT: County Counsel Lease at 600 W Santa Ana Blvd, Suite 1000, Santa Ana

CEO CONCUR

county counsel review

Budgeted: Yes  Current Year Cost: $237,994  Annual Cost: See Financial Impact Section
Staffing Impact: No  # of Positions:
Current Fiscal Year Revenue: N/A  Sole Source: N/A
Funding Source: Budget Control 025: 100%
County Audit in last 3 years: N/A

Prior Board Action: 10/01/2013 #28

RECOMMENDED ACTION(S)

1. Find that the proposed project is Categorically Exempt from CEQA per Section 15301, Class 1 of the CEQA guidelines.

2. Approve and execute the First Amendment to Lease with Civic Center LLC, a California limited liability company, for 12,223 rentable square feet of office space located at 600 W. Santa Ana Blvd., Suite 1000, Santa Ana, CA, 92701, through March 31, 2031, with one five-year option to extend based on the fair market rental value at the time of the option.

3. Authorize the Chief Real Estate Officer or designee to take all actions necessary to administer the lease as amended, to execute options and to execute subsequent lease amendments that make non-monetary changes and/or monetary changes that do not increase County cost by more than $50,000 per year.
SUMMARY:

Approval of the First Amendment to Lease with Civic Center LLC, a California limited liability company, for office space located at 600 W. Santa Ana Blvd., Suite 1000, Santa Ana, CA, 92701, for additional term years with one five-year option will provide County Counsel teams with long-term office space within the Civic Center area.

BACKGROUND INFORMATION:

Between October 2019 and June 2020, Public Defender relocated from multiple suites within the building at 600 W. Santa Ana Boulevard, Santa Ana, CA, 92701, into premises at 801 Civic Center Drive. Pursuant to a lease approved by the Board of Supervisors (Board) on October 1, 2013 (Lease), Civic Center LLC (Lessor) leased to the County for Public Defender use approximately 12,761 rentable square feet of office space located at 600 W. Santa Ana Boulevard, Suite 1000 (Premises). County Executive Office (CEO) Real Estate has negotiated an amendment to the Lease with Lessor to convert the space from Public Defender (former tenant) use to County Counsel (current tenant) use, and to make improvements to the Premises for County Counsel at Lessor’s sole cost and expense, and to extend the Term and revise the Rent.

County Counsel provides civil legal services to County government (e.g., defending and prosecuting litigation, advising the Board and providing written opinions to County and Orange County Flood Control District officers on matters pertaining to their duties). Most of County Counsel’s functions are defined and mandated by California statutes, County ordinances, Board resolutions, Board policy and case law. County Counsel acts as in-house legal counsel, and their primary client is the Board of Supervisors, but all County officers and employees receive County Counsel’s services. The office also provides legal services to some independent local public entities, such as the Grand Jury and the Airport Land Use Commission.

As part of the amendment, all references to the defined term “Public Defender” in the Lease will be replaced with “County Counsel.” Additionally, the Lessor will fund and complete necessary tenant improvements for County Counsel occupancy by September 1, 2020, in exchange for extending the term from March 31, 2024, to March 31, 2031. The County retains the right to terminate the Lease annually any time after March 31, 2026, with payment of unamortized Tenant Improvements and commissions. The rent schedule through March 31, 2024, remains unmodified from the existing lease and increases three percent annually thereafter.

With the term extension, Lessor also agreed to terminate the CEO Risk Management lease on the ground floor effective August 31, 2020, rather than the scheduled expiration date of September 30, 2022. CEO Risk Management relocated to County Administration South, and this space was occupied on an interim basis by County Counsel. The termination of this lease will save the County approximately $536,371 over the remaining term of the ground floor lease ($211,249 for the remainder of FY 2020-21).

FINANCIAL IMPACT:

Appropriations for the County Counsel lease is included in Budget Control 025 for FY 2020-21 and will be included in future years. Rent shall be allocated as charges for services to departments as follows: DA-PA (11.19%), HCA PG (47.12%), SSA (28.81%), and NCC (12.88%).

The table below of fiscal year cost is based upon a September 1, 2020, commencement date and March 31, 2031, expiration date (*FY 2020-21 only includes 10 months of Rent; **FY 2030-31 only includes 9 months of Rent).
FY 2020-21 $ 237,994 *  
FY 2021-22 $ 292,866  
FY 2022-23 $ 300,522  
FY 2023-24 $ 308,562  
FY 2024-25 $ 317,751  
FY 2025-26 $ 327,318  
FY 2026-27 $ 337,659  

FY 2027-28 $ 347,226  
FY 2028-29 $ 357,936  
FY 2029-30 $ 368,673  
FY 2030-31 $ 282,681 **

**STAFFING IMPACT: N/A**

**ATTACHMENT(S):**

Attachment A – First Amendment to Lease  
Attachment B – Lease Summary  
Attachment C – Acquisition Questionnaire
FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as “First Amendment”) is made 2020, (“Effective Date”) by and between CIVIC CENTER LLC, a California limited liability company (hereinafter referred to as “Lessor”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “County”) without regard to number and gender. The Lessor and County may individually be referred to herein as a “Party,” or collectively as the “Parties.”

RECATALS

I. Pursuant to a lease dated October 1, 2013 (“Lease”), Lessor leases to County approximately 12,761 rentable square feet (“RSF”) of office space located at 600 W. Santa Ana Blvd., Suite 1000, Santa Ana, CA, 92701 (“Premises”).

II. The Parties agree to amend the Lease to modify the County party from Public Defender to County Counsel, include County Improvements to be made at Lessor’s sole cost and expense, as well as update the Term and Rent clauses and terminate prior agreements.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the Lease as of the Effective Date first written above as follows:

A. Clause 1 (DEFINITIONS) is hereby modified by deleting the term and party, “Public Defender” and replacing it with “County Counsel” such that any and all references to “Public Defender” in the Lease, shall now read “County Counsel” defined as:

“County Counsel – which means the County Counsel, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.”

B. Clause 3 (PARKING) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“3. PARKING (N)

Throughout the Term of the Lease and including any Extension Term pursuant to Clause 6 (OPTION TO EXTEND TERM), County shall have the right, without additional charge, to use
thirty-six (36) parking spaces, consisting of sixteen (16) free and exclusive spaces located in the basement level of the Building and twenty (20) free and non-exclusive spaces in the parking structure as shown on Exhibit B. County’s use of said parking spaces shall be subject to all reasonable rules and regulations, which are prescribed by Lessor from time to time for the efficient operation of the parking areas for the Building and provided to County in writing.

In addition to said parking spaces, Lessor shall also provide parking for disabled persons (“ADA Spaces”) in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.”

C. Clause 4 (TERM) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“4. TERM (N)

This Lease commenced on April 1, 2014 and shall continue to effect until March 31, 2031 (“Term”), unless terminated earlier consisted with the terms of this Lease.”

D. Clause 6 (OPTION TO EXTEND TERM) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“6. OPTION TO EXTEND TERM (N)

Provided there is no current County Default under this Lease, either at the time of the exercise of the Option or upon commencement of the Extension Term, County shall have the option to extend the term (the “Option”) of this Lease for one (1) five (5) year period (“Extension Term”) exercised by the Chief Real Estate Officer and memorialized in an amendment for any or all of the space then under lease by County in the Building. The Fair Market Rental Value shall be negotiated at the time of the Option as set forth below and shall not exceed fair market value at the time of the renewal notice. County shall give Lessor written notice of its intent to exercise its Option to extend the Term no later than nine (9) months prior to the Lease termination date. Time is of the essence in the exercise of the Option. The Option shall be personal to County and shall not be exercised by any assignee or sublessee of County. “Term” as used in this Lease shall mean the initial Term and the Extension Term if the Option is duly exercised. If the County exercises the Option to extend, during the Extension Term County shall continue to have the option to terminate the Lease pursuant to Clause 7 (OPTION TO TERMINATE) at the end of the second (2nd) year of the renewal term and annually thereafter.

Mutual Agreement. Lessor and County shall have thirty (30) days after County exercises any Option to extend in which to agree on the Fair Market Rental Value, as defined below, for the Extension Term. If Lessor and County are unable to agree on the Fair Market Rental Value for the Extension Term within such thirty (30) days, the provisions of the Appraisal section below shall apply.
Factors for Determining Fair Market Rental Value. The “Fair Market Rental Value” of the Premises (or applicable portion thereof) shall be the amount that a willing, comparable, new (i.e., non-renewal), non-equity tenant would pay, and that a willing landlord of a comparable space in Orange County would accept at arms’ length. Appropriate consideration shall be given to (A) the annual rental rate per rentable square foot; (B) the definition of rentable square feet for purposes of comparing the rate; (C) location, quality and age of the Premises; (D) the financial condition (e.g., creditworthiness) of County; (E) escalation (including type, base year and stop) and abatement provisions reflecting free rent and/or no rent during the period of construction; (F) brokerage commissions, if any; (G) length of the lease Term; (H) size and location (including floor level) of the Premises; (I) building standard work letter and/or tenant improvement allowance, if any (taking into consideration the cost of anticipated tenant improvements as compared to market tenant improvement allowances), provided, however, the Fair Market Rental Value shall not include any tenant improvements or any alterations made by County; (J) condition of space; (K) lease takeover/assumptions; (L) moving expenses and other concessions; (M) extent of services to be provided; (N) distinctions between “gross” and “net” leases; (O) base year figures or expense stops for escalation purposes for both operating costs and ad valorem/real estate taxes; (P) the time the particular rental rate under consideration becomes or is to become effective; (Q) applicable caps on the amount of real estate taxes and assessments passed through to tenants; and (R) other generally applicable conditions of tenancy for the space in question. County shall obtain the same rent and other benefits that Lessor would otherwise give to any comparable prospective tenant.

Appraisal. If after the expiration of the thirty (30) day period described in the Mutual Agreement section above, the Parties have not mutually agreed on the Fair Market Rental Value for the Extension Term in question, then the Parties shall use the following method to determine the Fair Market Rental Value (the “Three Broker Method”): within ten (10) business days after the expiration of such thirty-day period, each Party shall give written notice to the other setting forth the name and address of a “Broker” (as hereinafter defined) selected by such Party who has agreed to act in such capacity, to determine the Fair Market Rental Value. If either Party has failed to select a Broker as aforesaid, the Fair Market Rental Value shall be determined by the Broker selected by the other Party. Each Broker shall thereupon independently make his or her determinations of the Fair Market Rental Value within twenty (20) days after the appointment of the second Broker. If the two Brokers’ determinations are not the same, but the higher of such two values is not more than one hundred five percent (105%) of the lower of them, then the Fair Market Rental Value shall be deemed to be the average of the two values. If the higher of such two values is more than one hundred five percent (105%) of the lower of them, then the two Brokers shall jointly appoint a third Broker within ten (10) days after the second of the two determinations described above has been rendered. The third Broker shall independently make his determination of the Fair Market Rental Value within twenty (20) days after his appointment. The highest and the lowest determinations of value among the three Brokers shall be disregarded and the remaining determination shall be deemed to be the Fair Market Rental Value.

Broker. For the purpose of this Clause 6, “Broker” shall mean a real estate broker or salesperson licensed in California, who has been regularly engaged in such capacity in the business of commercial office leasing in the Orange County market for at least five (5) years immediately preceding such person’s appointment hereunder. Each Party shall pay for the cost of its Broker and one half of the cost of the third Broker.”
E. Clause 7 (OPTION TO TERMINATE LEASE) is hereby deleted from the Lease in its entirety and the following clause is substituted:

"7. OPTION TO TERMINATE LEASE (N)

County Counsel shall have the option to terminate this Lease on an annual basis starting March 31, 2026 upon giving Lessor written notice at least one hundred and eighty (180) days prior to said termination date.

Should County exercise said option, Lessor may, within sixty (60) days after the Lease termination date, make a claim for reimbursement of the unamortized commissions and tenant improvements. The amount of said reimbursement shall be determined as follows:

Termination Fee equal to the sum of all unamortized Transaction Costs, as hereinafter defined, incurred in connection with this Lease, all amortized over the initial Term of this Lease. For purposes of this Lease, the "Transaction Costs" will include the actual cost of the Work and the internal and external leasing commissions incurred in connection with Tenant’s lease of the Premises, which shall be amortized over the 129 months (7/1/20 – 3/31/31) of the Term.

Within ninety (90) days of Lessor completing the Work, Lessor shall provide a written statement documenting the total cost of the Work which shall be part of the Transaction Costs (defined above). Upon receipt of the total cost of Work, the Termination Fee shall be calculated and documented.

If no claim is received by County within the sixty (60) day period after Lease termination, Lessor’s right to reimbursement shall be deemed waived. County shall have sixty (60) days after receipts of the claim by Lessor to pay said claim.

F. Clause 8 (RENT) is hereby deleted from the Lease in its entirety and the following clause is substituted:

"8. RENT (N)

County agrees to pay to Lessor as Rent for the Premises the monthly sum consistent with and adjusted annually pursuant to the Rent Adjustment schedule in Clause 9 (RENT ADJUSTMENT) below.

To obtain rent payments and payment of any amounts hereunder Lessor (or Lessor’s designee) shall submit to County Counsel, in a form acceptable to County Counsel, a written claim for said rent payments.

Payment shall be due and payable within twenty (20) days after the later of the following:

A. The first day of the month following the month earned; or

B. Receipt of Lessor’s written claim by the County Counsel.
Should County occupy the Premises before the Commencement Date, Lessor shall be entitled to pro rata rent for the period of occupancy and the amount of space occupied prior to the beginning of the Lease Term based upon the monthly installment above. Said Rent shall be included in the rent claim submitted by Lessor for the first full month of the Lease Term and shall be paid by County at the time of payment for said month.

County shall pay Additional Rent in accordance with this Clause. “Additional Rent” includes additional charges pursuant to this Lease, such as tenant improvements pursuant to Clause 13 (COUNTY-REQUESTED ALTERATIONS)”

G. Clause 9 (RENT ADJUSTMENT) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“9. RENT ADJUSTMENT (N)

The monthly rent payable by County for the Premises ("Rent") shall be automatically adjusted as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Monthly Rent</th>
<th>Per Square Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/14-3/31/15</td>
<td>$18,503</td>
<td>$1.45</td>
</tr>
<tr>
<td>4/1/15-3/31/16</td>
<td>$19,142</td>
<td>$1.50</td>
</tr>
<tr>
<td>4/1/16-3/31/17</td>
<td>$19,780</td>
<td>$1.55</td>
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<tr>
<td>4/1/17-3/31/18</td>
<td>$20,418</td>
<td>$1.60</td>
</tr>
<tr>
<td>4/1/18-3/31/19</td>
<td>$21,056</td>
<td>$1.65</td>
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<tr>
<td>4/1/19-3/31/20</td>
<td>$22,970</td>
<td>$1.80</td>
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<td>$23,608</td>
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<td>4/1/21-3/31/22</td>
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<td>4/1/22-3/31/23</td>
<td>$24,884</td>
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<td>$25,522</td>
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<td>$26,288</td>
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<td>4/1/26-3/31/27</td>
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<td>4/1/27-3/31/28</td>
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<td>$29,606</td>
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<td>$30,494</td>
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<tr>
<td>4/1/30-3/31/31</td>
<td>$31,409</td>
<td>$2.46</td>
</tr>
</tbody>
</table>

The monthly Rent, above, is the amount to be paid by County. The “Per Square Foot” rate, above, is an estimate for statistical purposes only and for no other purpose.”

H. Clause 10 (CONSTRUCTION) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“10. CONSTRUCTION (N)
A. **Improvement Allowance:** Lessor agrees to complete the Work, as defined below in Subclause B, at Lessor’s sole cost and expense, which shall not exceed fifteen dollars ($15.00) per RSF ("Improvement Allowance"). Lessor shall provide County with a written estimate of the cost of the Work prior to commencement of the Work and a detailed written accounting of all actual expenditures after the completion of the Work offset by the Improvement Allowance. Lessor shall send both the written estimate and final accounting consistent with Clause 30 (NOTICES) below.

B. **Completion Schedule:** Lessor hereby agrees to complete, at Lessor’s expense, the alterations, repairs, and other work (the “Work”) in accordance with the plans and specifications attached hereto and made a part hereof as Revised Exhibit C. Lessor agrees to have the Premises substantially completed, within one hundred fifty (150) days of the Effective Date (the “Scheduled Delivery Date”). As used in this Lease, “Substantial Completion” means that the Work shall have been completed in accordance with the provisions of this Lease, Revised Exhibit C and any mutually approved plans and specifications, such that the Premises is turnkey and may be fully occupied and ready for operation by County for the intended purposes, evidenced by signed off permits for such Work which have been issued in connection with such Work, subject to any “punch list” items, if any. Upon Substantial Completion, Lessor shall send County a Work Acceptance Letter, attached hereto as Exhibit E. County shall approve and accept the Work by signing the Work Acceptance Letter, which may be subject to completion of items on a punch list, attached to the Work Acceptance Letter by County. County shall not be required to send back the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County’s sole and reasonable discretion. The “Completion Date” means Lessor’s completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list (if any). The determination of whether the Final Improvement Date has occurred will be made in County’s sole and reasonable discretion.

C. **County Remedies:** If the Final Improvement Date (as defined in Clause 10(E)) fails to occur on or prior to the Completion Date, other than as a result of an event of Force Majeure, or a delay caused by County, Lessor shall be obligated to pay a penalty to County of five hundred dollars ($500) per day for the period from the Completion Date through the day prior to the Final Improvement Date. The Parties agree that this amount is a reasonable and fair assessment of the County’s damages in such a situation. County shall also be entitled to pursue all available remedies at law or equity and pursuant to this Lease (as further defined in Clause 22 (DEFAULTS AND REMEDIES)).

D. **Approvals:** All planning and architectural/design costs required to accomplish the Work shall be Lessor’s responsibility and shall be approved by County Counsel. Such approvals will not be unreasonably withheld or delayed and if a written disapproval of any request by Lessor is not received within five (5) working days after submission, such request shall be deemed approved. Such approvals by the County Counsel shall not relieve Lessor of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

E. **Punch List:** Upon Substantial Completion (as defined below) of the Work, Lessor shall request the County Counsel approval and acceptance of such Work, which approval will not be unreasonably withheld or delayed. Said approval shall be manifested by letter from the County Counsel (the “Work Acceptance Letter”), and may be subject to completion of items on a “punch
list,” which shall be generated by County and included in the Work Acceptance Letter. County shall not be required to send the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County’s sole and reasonable discretion. As used in this Clause 10(D), “Substantial Completion” means that the Work shall have been completed in accordance with the provisions of this Lease and any mutually approved plans and specifications, such that the Premises may be fully occupied and ready for operation by County for the intended purposes, evidenced by signed off permits for such Work which have been issued in connection with such Work, subject to any “punch list” items, if any.

In the event County’s approval and acceptance of the Work is given along with a punch list, Lessor shall complete all punch list items within thirty (30) days following receipt of the Work Acceptance Letter. Should the items on the punch list not be completed within thirty (30) days other than as a result of actions (or inactions) of County or events of Force Majeure, Lessor shall be obligated to pay a penalty to County of five hundred dollars ($500) per day for the period from the Substantial Completion Date through the date that all punch list items have been completed or County shall have the option to complete the Work and deduct the cost thereof, including labor, materials, and overhead from any rent payable.

F. Final Improvement Date: The “Final Improvement Date” means Lessor’s completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list set forth in the Work Acceptance Letter (if any). The determination of whether the Final Improvement Date has occurred will be made in County’s reasonable discretion.

G. Project Management Oversight: County may, at County’s option, select a project manager or construction manager, at County’s sole discretion, cost and expense, to assist in County’s oversight of the Work (the “Project Manager”). The Project Manager will represent the County’s best interest during the construction of the Work to confirm that the Work is being performed pursuant to the terms of this Lease and will act as the liaison between Lessor and County in all items that are subject to approval by County as provided in Clause 10(C) above.

H. County Alterations to Work: intentionally omitted

I. Performance of Work: Lessor agrees that any improvement being constructed by, or under the direction of, Lessor shall be constructed in substantial compliance with County approved plans and if and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 et seq., which requires those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of County. In partial satisfaction of the requirements of Section 22000 et seq., if applicable: (a) Lessor shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor’s bonds as required by the California Public Contracts Code and shall require its contractor or contractors to pay the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 24 (LABOR CODE COMPLIANCE) of this Lease; (b) Lessor shall publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 et seq., and shall provide County a list of all bids received for the contract; and (c) thereafter,
with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements.

J. **Force Majeure Delay:** The occurrence of an event of Force Majeure shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage (except the obligations imposed with regard to the payment of Rent and other sums to be paid by County pursuant to this Lease), provided the affected Party gives the other Party notice within thirty (30) days of the event causing the prevention, delay or stoppage.”

I. Clause 11 (PAINTING BY LESSOR) is hereby deleted from the Lease in its entirety.

J. Cause 13 (COUNTY-REQUESTED ALTERATIONS) is hereby deleted from the Lease in its entirety and the following clause is substituted:

"**13. COUNTY-REQUESTED ALTERATIONS (N)**

County through County Counsel, may, during the Term of the Lease, request Lessor to make improvements and changes to the Premises as well as request Lessor to complete Additional Services at the Premises. **“Additional Services”** are defined as any services requested by County that are in addition to and outside the scope of the Services completed by Lessor as such are defined below. All plans and working drawings for the improvements and changes, as well as the final work, shall have the written approval of County Counsel. All such improvements and changes and any Additional Services requested by County shall be made by Lessor, at Lessor’s sole cost, and reimbursed in a lump sum as Additional Rent by County upon receipt by County from Lessor of a written claim for such reimbursement.

County shall have the right to audit said claim and require additional supporting documentation from Lessor prior to making reimbursement payment. County shall evidence acceptance of such claim by written letter to Lessor. Once Lessor’s claim has been accepted by County as complete and adequate, the claim amount shall be reimbursed by County to Lessor at the same time as the next scheduled monthly Rent payment following the date of written acceptance of said claim.

Lessor agrees that any improvement being constructed by, or under the direction of Lessor, shall be constructed in substantial compliance with County approved plans and to the extent applicable, in compliance with Federal, California, city and local laws, including by not limited to, the requirement of California Public Contract Code Section 22000 et seq., and shall require, to the extent applicable, its contractor or subcontractors to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 24 (LABOR CODE COMPLIANCE) of this Lease.

Following the written approval to let a contract for improvements, Lessor shall, to the extent applicable, publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 et seq., and shall provide County a list of all bids received for the contract. Thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements. County’s approval of the bid shall be limited to the dollar value only, to ensure it is within County’s budget.”
K. Clause 27 (COMMISSION) is hereby deleted from the Lease in its entirety and the following clause is substituted:

"27. COMMISSION (N)

County’s obligations and responsibilities under this Lease are contingent upon the Lessor paying to County’s broker, Jones Lang LaSalle, a market rate full commission of four percent (4%) of the total base Rent consideration after March 31, 2024 thru March 31, 2029 and two percent (2%) of the total base Rent consideration after April 1, 2029 thru March 31, 2031, as a result of this lease transaction. Said commission shall be paid to Jones Lang LaSalle within sixty (60) working days after execution of this Lease by County consistent with a separate agreement between Lessor and Jones Lang LaSalle.

Should Jones Lang La Salle not receive the above amount within the specified time period, County may terminate this Lease without further obligation to Lessor or County may deduct any unpaid amount from future Rent.”

L. Clause 28 (CHILD SUPPORT ENFORCEMENT REQUIREMENTS) is hereby deleted from the Lease in its entirety.

M. Clause 30 (NOTICE) is hereby deleted from the Lease in its entirety and the following clause is substituted:

"30. NOTICES (N)

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: Lessor  
Civic Center LLC  
c/o Sunny Hills Management Co, Inc.  
600 W. Santa Ana Blvd., Suite 800  
Santa Ana, CA 92701  
Attn: Property Manager

To: County  
County of Orange  
County Counsel  
600 W. Santa Ana Blvd., Ste 1000  
Santa Ana, CA 92701  
Attn: Jason Brown

With a copy to:

County Executive Office  
333 W. Santa Ana Boulevard, 3rd Floor  
Santa Ana, CA 92701  
Attention: Thomas A. Miller, Chief Real Estate Officer"
N. Clause 31 (ATTACHMENTS) is hereby deleted from the Lease in its entirety and the following clause is substituted:

"31. ATTACHMENTS (N)

The Lease includes the following, which are attached hereto and made a part hereof:

I. GENERAL CONDITIONS

II. EXHIBITS

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Description – Premises</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Plot Plan – Premises</td>
</tr>
<tr>
<td>Revised Exhibit C</td>
<td>Work Letter</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Janitorial Specifications</td>
</tr>
<tr>
<td>New Exhibit E</td>
<td>Work Acceptance Letter</td>
</tr>
</tbody>
</table>

O. Clause 32 (TERMINATION OF PRIOR LEASE AGREEMENT) is hereby added to the Lease as follows:

"32. TERMINATION OF PRIOR LEASE AGREEMENT (N)

The Parties agree that effective August 31, 2020, the Lease dated May 22, 2007 between the Parties, as amended by the First Amendment to Lease dated September 26, 2017, and the Second Amendment to Lease dated July 1, 2018, shall terminate and be of no force or effect without further action of the Parties.”

P. Wherever a conflict in the terms or conditions of this First Amendment and the Lease exists, the terms or conditions in this First Amendment shall prevail. In all other respects, the terms and conditions of the Lease not specifically changed by this First Amendment, shall remain in full force and effect.
IN WITNESS WHEREOF, the Parties have executed this First Amendment the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: [Signature]
Deputy

LESSOR

CIVIC CENTER LLC

By: [Signature]
Donald Lam, Managing Member

By: [Signature]
Brandon Evans, Director of Asset Management

RECOMMENDED FOR APPROVAL:

COUNTY COUNSEL

By: [Signature]
Jason Brown, Director of Administration

COUNTY EXECUTIVE OFFICE REAL ESTATE

By: [Signature]
Real Estate Manager

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER GC § 25103, RESO. 79-1535

COUNTY

COUNTY OF ORANGE

Chairwoman of the Board of Supervisors
Orange County, California

ROBIN STIELER
Clerk of the Board of Supervisors
of Orange County, California
REVISED EXHIBIT C

WORK LETTER

Lessor shall, at Lessor’s sole cost and expense, not to exceed fifteen dollars ($15.00) per RSF under this Lease, complete the following work (the “Work.”)

Lessor Obligation: The Work is defined as and includes the following which shall be completed according to industry standards and with finishes approved and agreed upon by the Parties:

1. Paint the entire Premises with color selected by County
2. Paint the existing cabinetry in the break room with color selected by County
3. Re-carpet the entire Premises with carpet or carpet tiles selected by County
4. Install new base board throughout the Premises
5. Upgrade card readers at designated access points

County: County shall have approval rights regarding the vendors performing the Work at the Premises.
NEW EXHIBIT E

WORK ACCEPTANCE LETTER

RE: Premises Located at 600 W. Santa Ana Blvd., Suite 1000, Santa Ana, CA, 92701 ("Premises").

Lessor and County, without limiting any of County’s rights and remedies expressly set forth in Revised Exhibit C and this Lease or Lessor’s obligations thereunder regarding completion of Lessor’s Work in accordance with Clause 10 (CONSTRUCTION), agree and acknowledge that:

Check all that apply:

☐ LESSOR WORK IS COMPLETE, COUNTY ACCEPTS POSSESSION OF THE PREMISES (WITH NO PUNCH LIST ITEMS):

The Work to the Premises constructed by Lessor has been completed and accepted by County without any outstanding punch list items. The Premises are in acceptable condition and Lessor delivered in compliance with all of the requirements contained in Revised Exhibit C and Clause 10 (CONSTRUCTION) of the Lease.

Date Accepted: ________________

☐ LESSOR WORK IS COMPLETE WITH PUNCH LIST ITEMS OUTSTANDING, COUNTY ACCEPTS POSSESSION OF THE PREMISES:

The Work to the Premises constructed by Lessor has been SUBSTANTIALLY COMPLETED and accepted by County WITH THE EXCEPTION OF THE FOLLOWING OUTSTANDING PUNCH LIST ITEMS (see itemized list below).

Lessor has thirty (30) days following receipt of this Work Acceptance Letter to complete all punch list items.

Punch List Items Remaining of The Work: (Attach additional pages if necessary)

________________________________________________________________________

________________________________________________________________________

Anticipated Punch List Completion Date: ________________

☐ LESSOR WORK IS NOT COMPLETE, COUNTY REJECTS POSSESSION OF THE PREMISES:
Lessor has not completed the Work per the requirements defined in the Lease specifically in Clause 10 (CONSTRUCTION) and Revised Exhibit C.

The information set forth in this Acknowledgment is true and correct as of the date hereof. This Acknowledgment shall be binding on the Parties and upon the successors and assigns of County.

LESSOR:  
Print Name:  
Title:  
Date:  

COUNTY:  
Print Name:  
Title:  
Date:
LEASE SUMMARY

LEASE

LESSOR

CIVIC CENTER, LLC, a California limited liability company

COUNTY

County Counsel, County of Orange

LOCATION

600 W. Santa Ana Blvd., Suite 1000, Santa Ana, CA, 92701

PREMISES

Approximately 12,223 rentable square feet of office space

PARKING

COUNTY has the use of 36 parking spaces, including sixteen (16) free and exclusive spaces located on the basement level of the building and 20 free and non-exclusive spaces in the parking structure. LESSOR will also provide ADA designated spaces, located on the Premises.

TERM

The Lease commenced on April 1, 2014 and will be terminating on March 31, 2031.

OPTION TO TERMINATE

COUNTY has the option to terminate the lease any time after March 31, 2026 upon giving LESSOR written notice at least one hundred eighty (180) days following prior to said termination date.

Lessor may, within sixty (60) days after the Lease termination date, make a claim for reimbursement of the unamortized commissions and tenant improvements. The amount of said reimbursement shall be determined as follows: Termination Fee equal to the sum of all unamortized Transaction Costs, as hereinafter defined, incurred in connection with this Lease, all amortized over the initial Term of this Lease. For purposes of this Lease, the Transaction Costs will include the actual cost of the Work and the internal and external leasing commissions incurred in connection with Tenant’s lease of the Premises, which shall be amortized over the 129 months (7/1/20 – 3/31/31) of the Term.

OPTION TO EXTEND TERM
The COUNTY and LESSOR have the option to extend the term of the Lease for one (1) five (5) year period, on the same terms and conditions, except the base rent shall be the current Fair Market Rent for similar offices in the area of the Premises and as agreed by COUNTY and LESSOR.

COUNTY shall give LESSOR written notice of its intent to exercise its Option(s) to extend the Term no later than nine (9) months prior to the Lease termination date.

RENT

The monthly full-service gross rental rate based on 12,223 RSF.

The amount payable by COUNTY for the Premises is listed below:

<table>
<thead>
<tr>
<th>Period</th>
<th>Monthly Rent</th>
<th>Per Square Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/20-3/31/21</td>
<td>$23,608</td>
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<tr>
<td>4/1/30-3/31/31</td>
<td>$31,409</td>
<td>$2.46</td>
</tr>
</tbody>
</table>

CONSTRUCTION

Improvement Allowance: Lessor agrees to complete the Work, at Lessor’s sole cost and expense, which shall not exceed fifteen dollars ($15.00) per RSF. Lessor shall provide COUNTY with a written estimate of the cost of the Work prior to commencement of the Work and a detailed written accounting of all actual expenditures after the completion of the Work offset by the Improvement Allowance. Lessor shall send both the written estimate and final accounting consistent with Clause 30 below.

Completion Schedule: Lessor hereby agrees to complete, at Lessor’s expense, the alterations, repairs, and other work (the “Work”) in accordance with the plans and specifications attached hereto and made a part hereof as Revised Exhibit C. Lessor agrees to have the Premises substantially completed, within one hundred fifty (150) days of the Effective Date (the “Scheduled Delivery Date”). As used in this Lease, “Substantial Completion” means that the Work shall have been completed in accordance with the provisions of this Lease, Revised Exhibit C and any mutually approved plans and specifications, such that the Premises is turnkey and may be fully occupied and ready for operation by COUNTY for the intended
purposes, evidenced by signed off permits for such Work which have been issued in connection with such Work, subject to any “punch list” items, if any. Upon Substantial Completion, Lessor shall send County a Work Acceptance Letter, attached hereto as Exhibit E. County shall approve and accept the Work by signing the Work Acceptance Letter, which may be subject to completion of items on a punch list, attached to the Work Acceptance Letter by County. County shall not be required to send back the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County’s sole and reasonable discretion. The “Completion Date” means Lessor’s completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list (if any). The determination of whether the Final Improvement Date has occurred will be made in County’s sole and reasonable discretion.

**County Remedies:** If the Final Improvement Date fails to occur on or prior to the Completion Date, other than as a result of an event of Force Majeure, or a delay caused by County, Lessor shall be obligated to pay a penalty to County of five hundred dollars ($500) per day for the period from the Completion Date through the day prior to the Final Improvement Date. The Parties agree that this amount is a reasonable and fair assessment of the County’s damages in such a situation. County shall also be entitled to pursue all available remedies at law or equity and pursuant to this Lease.

**Approvals:** All planning and architectural/design costs required to accomplish the Work shall be Lessor’s responsibility and shall be approved by County Counsel. Such approvals will not be unreasonably withheld or delayed and if a written disapproval of any request by Lessor is not received within five (5) working days after submission, such request shall be deemed approved. Such approvals by the County Counsel shall not relieve Lessor of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

**Punch List:** Upon Substantial Completion (as defined below) of the Work, Lessor shall request the County Counsel approval and acceptance of such Work, which approval will not be unreasonably withheld or delayed. Said approval shall be manifested by letter from the County Counsel (the “Work Acceptance Letter”) and may be subject to completion of items on a “punch list,” which shall be generated by County and included in the Work Acceptance Letter. County shall not be required to send the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County’s sole and reasonable discretion. As used in this Clause 10(D), “Substantial Completion” means that the Work shall have been completed in accordance with the provisions of this Lease and any mutually approved plans and specifications, such that the Premises may be fully occupied and ready for operation by County for the intended purposes, evidenced by signed off permits for such Work which have been issued in connection with such Work, subject to any “punch list” items, if any.

In the event County’s approval and acceptance of the Work is given along with a punch list, Lessor shall complete all punch list items within thirty (30) days following receipt of the Work Acceptance Letter. Should the items on the punch list not be completed within thirty (30) days other than as a result of actions (or inactions) of County or events of Force Majeure, Lessor shall be obligated to pay a penalty to County of five hundred dollars ($500) per day for the period from the Substantial Completion Date through the date that all punch list items have been completed or County shall have the option to complete the Work and deduct the cost thereof, including labor, materials, and overhead from any rent payable.

First Amendment
CEO/ALS/DA/017-033

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Final Improvement Date: The “Final Improvement Date” means Lessor’s completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list set forth in the Work Acceptance Letter (if any). The determination of whether the Final Improvement Date has occurred will be made in County’s reasonable discretion.

Project Management Oversight: County may, at County’s option, select a project manager or construction manager, at County’s sole discretion, cost and expense, to assist in County’s oversight of the Work (the “Project Manager”). The Project Manager will represent the County’s best interest during the construction of the Work to confirm that the Work is being performed pursuant to the terms of this Lease and will act as the liaison between Lessor and County in all items that are subject to approval by County as provided in Clause 10(C) above.

Performance of Work: Lessor agrees that any improvement being constructed by, or under the direction of, Lessor shall be constructed in substantial compliance with County approved plans and if and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 et seq., which requires those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of County. In partial satisfaction of the requirements of Section 22000 et seq., if applicable: (a) Lessor shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor’s bonds as required by the California Public Contracts Code and shall require its contractor or contractors to pay the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 24 (LABOR CODE COMPLIANCE) of this Lease; (b) Lessor shall publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 et seq., and shall provide County a list of all bids received for the contract; and (c) thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements.

Force Majeure Delay: The occurrence of an event of Force Majeure shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage (except the obligations imposed with regard to the payment of Rent and other sums to be paid by County pursuant to this Lease), provided the affected Party gives the other Party notice within thirty (30) days of the event causing the prevention, delay or stoppage.

REPAIR, MAINTENANCE, AND JANITORIAL SERVICES

LESSOR shall provide at its own cost and expense any and all necessary repair, maintenance, (including fire extinguishers and pest control), and janitorial supplies and services to Premises, including but not limited to the replacement, repair and maintenance of all building systems including the Heating, Ventilation, Air Conditioning (“HVAC”) system, as necessary. Janitorial supplies and services shall be provided on a five (5) day per week basis in accordance with Exhibit “D” (JANITORIAL SPECIFICATIONS) attached hereto and made a part hereof.
UTILITIES

LESSOR shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises except telephone, which shall be the obligation of COUNTY.

INSURANCE

Commercial Property Insurance: LESSOR shall obtain and keep in force during the term of this Lease a policy or policies of commercial property insurance with all risk or special form coverage, covering the loss or damage to the Premises to the full insurable value of the improvements located on the Premises (including the full value of all improvements and fixtures owned by LESSOR) at least in the amount of the full replacement cost thereof, and in no event less than the total amount required by any lender holding a security interest.

LESSOR agrees to and shall include in the policy or policies of commercial property insurance a standard waiver of the right of subrogation against COUNTY by the insurance company issuing said policy or policies. LESSOR shall provide COUNTY with a Certificate of Insurance as evidence of compliance with these requirements.

Commercial General Liability Insurance: LESSOR shall obtain and keep in force during the term of this Lease a policy or policies of commercial general liability insurance covering all injuries occurring within the building and the Premises. The policy or policies evidencing such insurance shall provide the following:

A. Name COUNTY as an additional insured;
B. Shall be primary, and any insurance or self-insurance maintained by COUNTY shall be excess and non-contributing;
C. Shall provide thirty (30) days prior written notice of cancellation and (10) days for non-payment of premium to COUNTY;
D. Shall provide a limit of One Million Dollars ($1,000,000) per occurrence; and
E. The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier) or have 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. If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, COUNTY’s Risk Manager retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

Prior to the Commencement Date of this Lease and upon renewal of such policies, LESSOR shall submit to COUNTY a Certificate of Insurance and required endorsements as evidence that the foregoing policy or policies are in effect. If LESSOR fails to procure and maintain the insurance required to be procured by LESSOR under this Lease, COUNTY may, but shall not be required to, order such insurance and deduct the cost thereof plus any COUNTY administrative charges from the rent thereafter payable.

COMMISSIONS

Lessor will pay to County’s broker, Jones Lang LaSalle, a market rate full commission of four percent (4%) of the total base Rent consideration after March 31, 2024 thru March 31, 2029 and two percent (2%) of
the total base Rent consideration after April 1, 2029 thru March 31, 2031, as a result of this lease transaction. Said commission shall be paid to Jones Lang LaSalle within sixty (60) working days after execution of this Lease by County consistent with a separate agreement between Lessor and Jones Lang LaSalle. Should Jones Lang La Salle not receive the above amount within the specified time period, County may terminate this Lease without further obligation to Lessor or County may deduct any unpaid amount from future Rent.
Real Property Acquisition Questionnaire* for ASR
(*Applies to property purchase, or acquisition lease, license or easement)

Instructions:
▪ This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure that County leadership is fully informed.
▪ Insert the complete answer after each question below.
▪ When completed, save and include as an Attachment to your ASR.
▪ In the body of the ASR focus on the considerations relevant to the decision.
▪ If you need assistance, please contact CEO Real Estate.

1. What property interest is being considered for acquisition (fee, lease, license, easement)?
Lease Agreement for property located at 600 W. Santa Ana Blvd., Suite 1000, Santa Ana, CA, 92701
a) Why is this property being considered for acquisition? The proposed site offers an excellent relocation option for County Counsel, which takes the place of the current tenant, Public Defender.
b) How and who identified this property for a potential acquisition? County Counsel and CEO/Real Estate agreed this is the best site option at this time.
c) What factors are key in recommending this property for acquisition? Price, location and program service requirements are the key factors for recommending this site.
d) How does the proposed acquisition fit into the County’s/District’s strategic or general plan? Providing a convenient central Orange County location for County Counsel that is convenient to County offices.
e) What are the short and long term anticipated uses of the property? County Counsel will use the site as office space to provide service to the County.
f) Are there any limitations on the use of the property for its intended purposes? County shall use the Premises for general office purposes or any other lawful purposes.

2. What analysis has been performed as to whether to acquire the proposed real property interest?
County Counsel and CEO/Real Estate collaborated to determine that this location best fits program and client needs.
a) Have there been any internally or externally prepared reports regarding this property acquisition? A market analysis and lease cost comparison has been completed.
b) Who performed the analysis? Jones Lang La Salle (JLL)
c) Provide details about the analysis and cost/benefit comparison. This site was determined to be the best relocation for County Counsel based on price, location and program service requirements. Landlord will provide County with Lessor agrees to complete the work, at Lessor’s sole cost and expense, which shall not exceed fifteen dollars ($15.00) per RSF.

3. How was the acquisition price, or lease/license rent, determined? JLL and CEO/Real Estate negotiate with the Landlord for optimal full service gross lease rate.
a) Who performed the appraisal or market study and what certifications do they possess? CEO/Real Estate and JLL, utilizing market data obtained through Costar.
b) How does the price/rent compare with comparable properties? The rental rate is at current market for the Central Orange County area.
c) Does the setting of the price/rent follow industry standards and best practices? Yes
d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable. The Lessor is responsible for all interior and exterior maintenance, except County shall be responsible for telephone, internet and cable services.

4. What additional post-acquisition remodeling or upgrade costs will be needed for the property to meet its intended use? None
a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? N/A
b) Include estimates of the costs. N/A
c) What department will be responsible for the costs? N/A

5. Can the County terminate the purchase/easement, lease/license? Yes
   a) What would be necessary to terminate the agreement, and when can it be terminated? County shall have the option to terminate this Lease at any time after March 31, 2026 upon giving Lessor written notice at least one-hundred and eighty (180) days prior to said termination date.
   b) Are there penalties to terminate the purchase/easement, or lease/license? Termination Fee equal to the sum of all unamortized Transaction Costs, as hereinafter defined, incurred in connection with this Lease, all amortized over the initial Term of this Lease. For purposes of this Lease, the Transaction Costs will include the actual cost of the Work and the internal and external leasing commissions incurred in connection with Tenant’s lease of the Premises, which shall be amortized over the 129 months (7/1/20 – 3/31/31) of the Term.

6. What department will be responsible for the acquisition payments? County Counsel
   a) Are the acquisition costs budgeted in the department’s budget? Yes
   b) What fund number will the funds for the acquisition ultimately be drawn from? 100-025-025
   c) Will any restricted funds be used for the acquisition? (Check with the Auditor Controller’s General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.) No.
   d) If restricted funds will be used, has County Counsel advised that this is an allowable use of the proposed restricted funds? N/A

7. Does the proposed purchase/lease/license/easement agreement comply with the CEO Real Estate standard language? Yes
   a) List any modified clauses and reasons for modification.

3. PARKING (N)

Throughout the Term of the Lease and including any Extension Term pursuant to Clause 6 (OPTION TO EXTEND TERM), County shall have the right, without additional charge, to use thirty-six (36) parking spaces, consisting of sixteen (16) free and exclusive spaces located in the basement level of the Building and twenty (20) free and non-exclusive spaces in the parking structure as shown on Exhibit B. County’s use of said parking spaces shall be subject to all reasonable rules and regulations, which are prescribed by Lessor from time to time for the efficient operation of the parking areas for the Building and provided to County in writing.

In addition to said parking spaces, Lessor shall also provide parking for disabled persons (“ADA Spaces”) in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

4. TERM (N)

This Lease commenced on April 1, 2014 and shall continue to effect until March 31, 2031 (“Term”), unless terminated earlier consisted with the terms of this Lease.

6. OPTION TO EXTEND TERM (N)

Provided there is no current County Default under this Lease, either at the time of the exercise of the Option or upon commencement of the Extension Term, County shall have the option to extend the term (the “Option”) of this Lease for one (1) five (5) year period (“Extension Term”) exercised by the
Attachment C

Chief Real Estate Officer and memorialized in an amendment for any or all of the space then under lease by County in the Building. The Fair Market Rental Value shall be negotiated at the time of the Option as set forth below and shall not exceed fair market value at the time of the renewal notice. County shall give Lessor written notice of its intent to exercise its Option to extend the Term no later than nine (9) months prior to the Lease termination date. Time is of the essence in the exercise of the Option. The Option shall be personal to County and shall not be exercised by any assignee or sublessee of County. “Term” as used in this Lease shall mean the initial Term and the Extension Term if the Option is duly exercised. If the County exercises the Option to extend, during the Extension Term County shall continue to have the option to terminate the Lease pursuant to Clause 7 (OPTION TO TERMINATE) at the end of the second (2nd) year of the renewal term and annually thereafter.

Mutual Agreement. Lessor and County shall have thirty (30) days after County exercises any Option to extend in which to agree on the Fair Market Rental Value, as defined below, for the Extension Term. If Lessor and County are unable to agree on the Fair Market Rental Value for the Extension Term within such thirty (30) days, the provisions of the Appraisal section below shall apply.

Factors for Determining Fair Market Rental Value. The “Fair Market Rental Value” of the Premises (or applicable portion thereof) shall be the amount that a willing, comparable, new (i.e., non-renewal), non-equity tenant would pay, and that a willing landlord of a comparable space in Orange County would accept at arms’ length. Appropriate consideration shall be given to (A) the annual rental rate per rentable square foot; (B) the definition of rentable square feet for purposes of comparing the rate; (C) location, quality and age of the Premises; (D) the financial condition (e.g., creditworthiness) of County; (E) escalation (including type, base year and stop) and abatement provisions reflecting free rent and/or rent during the period of construction; (F) brokerage commissions, if any; (G) length of the lease Term; (H) size and location (including floor level) of the Premises; (I) building standard work letter and/or tenant improvement allowance, if any (taking into consideration the cost of anticipated tenant improvements as compared to market tenant improvement allowances), provided, however, the Fair Market Rental Value shall not include any tenant improvements or any alterations made by County; (J) condition of space; (K) lease takeover/assumptions; (L) moving expenses and other concessions; (M) extent of services to be provided; (N) distinctions between “gross” and “net” leases; (O) base year figures or expense stops for escalation purposes for both operating costs and ad valorem/real estate taxes; (P) the time the particular rental rate under consideration becomes or is to become effective; (Q) applicable caps on the amount of real estate taxes and assessments passed through to tenants; and (R) other generally applicable conditions of tenancy for the space in question. County shall obtain the same rent and other benefits that Lessor would otherwise give to any comparable prospective tenant.

Appraisal. If after the expiration of the thirty (30) day period described in the Mutual Agreement section above, the Parties have not mutually agreed on the Fair Market Rental Value for the Extension Term in question, then the Parties shall use the following method to determine the Fair Market Rental Value (the “Three Broker Method”): within ten (10) business days after the expiration of such thirty-day period, each Party shall give written notice to the other setting forth the name and address of a “Broker” (as hereinafter defined) selected by such Party who has agreed to act in such capacity, to determine the Fair Market Rental Value. If either Party has failed to select a Broker as aforesaid, the Fair Market Rental Value shall be determined by the Broker selected by the other Party. Each Broker shall thereupon independently make his or her determinations of the Fair Market Rental Value within twenty (20) days after the appointment of the second Broker. If the two Brokers’ determinations are not the same, but the higher of such two values is not more than one hundred five percent (105%) of the lower of them, then the Fair Market Rental Value shall be deemed to be the average of the two values. If the higher of such two values is more than one hundred five percent (105%) of the lower of them, then the two Brokers shall jointly appoint a third Broker within ten (10) days after the second of the two determinations described above has been rendered. The third Broker shall independently make his determination of the Fair Market Rental Value within twenty (20) days after his appointment. The highest and the lowest determinations of value among the three Brokers shall be disregarded and the remaining determination shall be deemed to be the Fair Market Rental Value.
Attachment C

Broker. For the purpose of this Clause 6, “Broker” shall mean a real estate broker or salesperson licensed in California, who has been regularly engaged in such capacity in the business of commercial office leasing in the Orange County market for at least five (5) years immediately preceding such person’s appointment hereunder. Each Party shall pay for the cost of its Broker and one half of the cost of the third Broker."

D. Clause 7 (OPTION TO TERMINATE LEASE) is hereby deleted from the Lease in its entirety and the following clause is substituted:

7. OPTION TO TERMINATE LEASE (N)

County’s County Counsel shall have the option to terminate this Lease on an annual basis starting March 31, 2026 upon giving Lessor written notice at least one hundred and eighty (180) days prior to said termination date.

Should County exercise said option, Lessor may, within sixty (60) days after the Lease termination date, make a claim for reimbursement of the unamortized commissions and tenant improvements.

The amount of said reimbursement shall be determined as follows:

Termination Fee equal to the sum of all unamortized Transaction Costs, as hereinafter defined, incurred in connection with this Lease, all amortized over the initial Term of this Lease. For purposes of this Lease, the "Transaction Costs" will include the actual cost of the Work and the internal and external leasing commissions incurred in connection with Tenant’s lease of the Premises, which shall be amortized over the 129 months (7/1/20 – 3/31/31) of the Term.

Within ninety (90) days of Lessor completing the Work, Lessor shall provide a written statement documenting the total cost of the Work which shall be part of the Transaction Costs (defined above). Upon receipt of the total cost of Work, the Termination Fee shall be calculated and documented.

If no claim is received by County within the sixty (60) day period after Lease termination, Lessor’s right to reimbursement shall be deemed waived. County shall have sixty (60) days after receipts of the claim by Lessor to pay said claim.

8. RENT (N)

County agrees to pay to Lessor as Rent for the Premises the monthly sum consistent with and adjusted annually pursuant to the Rent Adjustment schedule in Clause 9 (RENT ADJUSTMENT) below.

To obtain rent payments and payment of any amounts hereunder Lessor (or Lessor’s designee) shall submit to County’s County Counsel, in a form acceptable to said County Counsel Manager, a written claim for said rent payments.

Payment shall be due and payable within twenty (20) days after the later of the following:

A. The first day of the month following the month earned; or

B. Receipt of Lessor’s written claim by the County Counsel.

Should County occupy the Premises before the Commencement Date, Lessor shall be entitled to pro rata rent for the period of occupancy and the amount of space occupied prior to the beginning of the Lease Term based upon the monthly installment above. Said Rent shall be included in the rent claim submitted by Lessor for the first full month of the Lease Term and shall be paid by County at the time of payment for said month. County shall pay Additional Rent in accordance with this Clause. “Additional Rent” includes additional charges pursuant to this Lease, such as tenant improvements pursuant to Clause 13 (COUNTY-REQUESTED ALTERATIONS)”
9. RENT ADJUSTMENT (N)

The monthly rent payable by County for the Premises ("Rent") shall be automatically adjusted as follows:

<table>
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<td>$19,780</td>
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<td>$20,418</td>
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</tr>
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</table>

The monthly Rent, above, is the amount to be paid by County. The “Per Square Foot” rate, above, is an estimate for statistical purposes only and for no other purpose.

10. CONSTRUCTION (N)

A. Improvement Allowance: Lessor agrees to complete the Work, as defined below in Subclause B, at Lessor’s sole cost and expense, which shall not exceed fifteen dollars ($15.00) per RSF ("Improvement Allowance"). Lessor shall provide County with a written estimate of the cost of the Work prior to commencement of the Work and a detailed written accounting of all actual expenditures after the completion of the Work offset by the Improvement Allowance. Lessor shall send both the written estimate and final accounting consistent with Clause 30 (NOTICES) below.

B. Completion Schedule: Lessor hereby agrees to complete, at Lessor’s expense, the alterations, repairs, and other work (the “Work”) in accordance with the plans and specifications attached hereto and made a part hereof as Revised Exhibit C. Lessor agrees to have the Premises substantially completed, within one hundred fifty (150) days of the Effective Date (the “Scheduled Delivery Date”). As used in this Lease, “Substantial Completion” means that the Work shall have been completed in accordance with the provisions of this Lease, Revised Exhibit C and any mutually approved plans and specifications, such that the Premises is turnkey and may be fully occupied and ready for operation by County for the intended purposes, evidenced by signed off permits for such Work which have been issued in connection with such Work, subject to any “punch list” items, if any. Upon Substantial Completion, Lessor shall send County a Work Acceptance Letter, attached hereto as Exhibit E. County shall approve and accept the Work by signing the Work Acceptance Letter, which may be subject to completion of items on a punch list, attached to the Work Acceptance Letter by County. County shall not be required to send back the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other
than punch list items, if any) pursuant to this Lease, in County’s sole and reasonable discretion. The “Completion Date” means Lessor’s completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list (if any). The determination of whether the Final Improvement Date has occurred will be made in County’s sole and reasonable discretion.

C. County Remedies: If the Final Improvement Date (as defined in Clause 10(E)) fails to occur on or prior to the Completion Date, other than as a result of an event of Force Majeure, or a delay caused by County, Lessor shall be obligated to pay a penalty to County of five hundred dollars ($500) per day for the period from the Completion Date through the day prior to the Final Improvement Date. The Parties agree that this amount is a reasonable and fair assessment of the County’s damages in such a situation. County shall also be entitled to pursue all available remedies at law or equity and pursuant to this Lease (as further defined in Clause 22 (DEFaultS AND Remedies).

D. Approvals: All planning and architectural/design costs required to accomplish the Work shall be Lessor’s responsibility and shall be approved by County Counsel. Such approvals will not be unreasonably withheld or delayed and if a written disapproval of any request by Lessor is not received within five (5) working days after submission, such request shall be deemed approved. Such approvals by the County Counsel shall not relieve Lessor of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

E. Punch List: Upon Substantial Completion (as defined below) of the Work, Lessor shall request the County Counsel approval and acceptance of such Work, which approval will not be unreasonably withheld or delayed. Said approval shall be manifested by letter from the County Counsel (the “Work Acceptance Letter”), and may be subject to completion of items on a “punch list,” which shall be generated by County and included in the Work Acceptance Letter. County shall not be required to send the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County’s sole and reasonable discretion. As used in this Clause 10(D), “Substantial Completion” means that the Work shall have been completed in accordance with the provisions of this Lease and any mutually approved plans and specifications, such that the Premises may be fully occupied and ready for operation by County for the intended purposes, evidenced by signed off permits for such Work which have been issued in connection with such Work, subject to any “punch list” items, if any. In the event County’s approval and acceptance of the Work is given along with a punch list, Lessor shall complete all punch list items within thirty (30) days following receipt of the Work Acceptance Letter. Should the items on the punch list not be completed within thirty (30) days other than as a result of actions (or inactions) of County or events of Force Majeure, Lessor shall be obligated to pay a penalty to County of five hundred dollars ($500) per day for the period from the Substantial Completion Date through the date that all punch list items have been completed or County shall have the option to complete the Work and deduct the cost thereof, including labor, materials, and overhead from any rent payable.

F. Final Improvement Date: The “Final Improvement Date” means Lessor’s completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list set forth in the Work Acceptance Letter (if any). The determination of whether the Final Improvement Date has occurred will be made in County’s reasonable discretion.

G. Project Management Oversight: County may, at County’s option, select a project manager or construction manager, at County’s sole discretion, cost and expense, to assist in County’s oversight of the Work (the “Project Manager”). The Project Manager will represent the County’s best interest during the construction of the Work to confirm that the Work is being performed pursuant to the terms of this Lease and will act as the liaison between Lessor and County in all items that are subject to approval by County as provided in Clause 10(C) above.

H. County Alterations to Work: -intentionally omitted
I. Performance of Work: Lessor agrees that any improvement being constructed by, or under the direction of, Lessor shall be constructed in substantial compliance with County approved plans and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 et seq., which requires those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of County. In partial satisfaction of the requirements of Section 22000 et seq., if applicable: (a) Lessor shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor’s bonds as required by the California Public Contracts Code and shall require its contractor or contractors to pay the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 24 (LABOR CODE COMPLIANCE) of this Lease; (b) Lessor shall publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 et seq., and shall provide County a list of all bids received for the contract; and (c) thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements.

J. Force Majeure Delay: The occurrence of an event of Force Majeure shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage (except the obligations imposed with regard to the payment of Rent and other sums to be paid by County pursuant to this Lease), provided the affected Party gives the other Party notice within thirty (30) days of the event causing the prevention, delay or stoppage.

13. COUNTY-REQUESTED ALTERATIONS (N)

County through County Counsel, may, during the Term of the Lease, request Lessor to make improvements and changes to the Premises as well as request Lessor to complete Additional Services at the Premises. “Additional Services” are defined as any services requested by County that are in addition to and outside the scope of the Services completed by Lessor as such are defined below. All plans and working drawings for the improvements and changes, as well as the final work, shall have the written approval of County Counsel. All such improvements and changes and any Additional Services requested by County shall be made by Lessor, at Lessor’s sole cost, and reimbursed in a lump sum as Additional Rent by County upon receipt from Lessor of a written claim for such reimbursement.

County shall have the right to audit said claim and require additional supporting documentation from Lessor prior to making reimbursement payment. County shall evidence acceptance of such claim by written letter to Lessor. Once Lessor’s claim has been accepted by County as complete and adequate, the claim amount shall be reimbursed by County to Lessor at the same time as the next scheduled monthly Rent payment following the date of written acceptance of said claim.

Lessor agrees that any improvement being constructed by, or under the direction of Lessor, shall be constructed in substantial compliance with County approved plans and to the extent applicable, in compliance with Federal, California, city and local laws, including by not limited to, the requirement of California Public Contract Code Section 22000 et seq., and shall require, to the extent applicable, its contractor or subcontractors to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 24 (LABOR CODE COMPLIANCE) of this Lease.

Following the written approval to let a contract for improvements, Lessor shall, to the extent applicable, publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 et seq., and shall provide County a list of all bids received for the contract. Thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements. County’s approval of the bid shall be limited to the dollar value only, to ensure it is within County’s budget.
27. COMMISSION (N)

County’s obligations and responsibilities under this Lease are contingent upon the Lessor paying to County’s broker, Jones Lang LaSalle, a market rate full commission of four percent (4%) of the total base Rent consideration after March 31, 2024 thru March 31, 2029 and two percent (2%) of the total base Rent consideration after April 1, 2029 thru March 31, 2031, as a result of this lease transaction.

Said commission shall be paid to Jones Lang LaSalle within sixty (60) working days after execution of this Lease by County consistent with a separate agreement between Lessor and Jones Lang LaSalle. Should Jones Lang La Salle not receive the above amount within the specified time period, County may terminate this Lease without further obligation to Lessor or County may deduct any unpaid amount from future Rent.

30. NOTICES (N)

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: Lessor
Civic Center LLC
c/o Sunny Hills Management Co, Inc.
600 W. Santa Ana Blvd., Suite 800
Santa Ana, CA 92701
Attn: Property Manager

To: County
County of Orange
County Counsel
600 W. Santa Ana Blvd., Ste 1000
Santa Ana, CA 92701
Attn: Jason Brown

With a copy to:
County Executive Office
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701
Attention: Thomas A. Miller, Chief Real Estate Officer

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller’s Capital Asset Unit at capitalassets@ac.ocgov.com.
MEMORANDUM

July 24, 2020

TO: Clerk of the Board
FROM: Chairwoman Michelle Steel
SUBJECT: Approve addition of Orange County Law Enforcement Appreciation Events County Events Calendar and make related findings per Government Code Section 26227

Please add the following item of business to the supplemental calendar for the July 28, 2020 Board meeting agenda. The title of the item should read:

Chairwoman Michelle Steel – Approve addition of Orange County Law Enforcement Appreciation Events County Events Calendar and make related findings per Government Code Section 26227.
MEMORANDUM

July 24, 2020

TO: Clerk of the Board
FROM: Chairwoman Michelle Steel, Second District Supervisor
       Vice Chair, Andrew Do, First District

SUBJECT: Resolution of the Orange County Board of Supervisors limiting the financial burdens imposed on the County of Orange and its Thirty Four Cities by Visiting Officials from the Socialist Republic of Vietnam or People’s Republic of China

Please add the following item of business to the supplemental agenda of the July 28, 2020 Board of Supervisors meeting:

Chairwoman Steel and Supervisor Do: Resolution of the Orange County Board of Supervisors limiting the financial burdens imposed on the County of Orange and its Thirty Four Cities by Visiting Officials from the Socialist Republic of Vietnam or People’s Republic of China.

Cc: Board of Supervisors
    Frank Kim, CEO
    Leon Page, County Counsel
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
July 28, 2020

WHEREAS, on many occasions Orange County cities have been given less than twenty-four (24) hours’ notice of pending visits by senior representatives and/or high-ranking Communist Party officials of the Socialist Republic of Vietnam and the People’s Republic of China; and

WHEREAS, such visits are highly provocative to the Vietnamese-American and Chinese-American communities, whose families were victims of unspeakable atrocities, including being tortured and murdered, by the respective communist governments; and

WHEREAS, Orange County is home to the largest Vietnamese-American community in the United States and one of the largest Chinese-American communities, primarily from Taiwan and Hong Kong, in the State of California; and

WHEREAS, the overwhelming majority of U.S. citizens and, particularly, residents in these communities, reject the dictatorial rule of the Vietnamese and Chinese Communist Parties, and Little Saigon remains one of the staunchest anti-communist communities in the world; and

WHEREAS, COVID-19, and its resulting many crises, have made responding to political events, particularly those that would engender violent reactions and protests, whether inadvertent or intentional; and

WHEREAS, the risk to public safety in the County and these communities, as well as to the visiting senior representatives and high-ranking Communist Party officials of the Socialist Republic of Vietnam and the People’s Republic of China, from unannounced or insufficiently noticed visits, are significant and create a significant threat of civil disturbance and unrest for which the County of Orange and its cities will bear the cost of providing security services and maintaining order; and

WHEREAS, the County of Orange anticipates limited financial and human resources to respond to large scale civil disturbances and unrest, which could be justifiably expected from such provocative events, compounded by the current COVID-19 budget deficit in the State of California, which impacts all counties and municipalities in the state; now, therefore be it

RESOLVED, that the Orange County Board of Supervisors does hereby declare and decree the following:

1. The County of Orange does not condone, welcome, or sanction stops or visits by senior representatives, high-ranking Communist Party officials and their delegations, commercial or trade groups from the Socialist Republic of Vietnam or the People’s Republic of China within the physical boundaries of all county controlled land.

2. The Board of Supervisors directs county staff to communicate with the United States Department of State to request advisement as to the nature, purpose, and duration of any request(s) or notice(s) to enter Orange County by senior representatives and high-ranking Communist Party officials, commercial or trade delegations of the Socialist Republic of Vietnam, or the People’s Republic of China.
3. Prior to the Board of Supervisors approving any requests, The Board of Supervisors directs county staff to communicate with diplomatic and relevant consular posts from the Socialist Republic of Vietnam and the People’s Republic of China that any travels and visits in or through the County of Orange by senior representatives or high-ranking Communist Party officials from their respective countries, advance written travel notices (Prior Notice) must be provided to the Orange County Sheriff’s Department at least ten (10) business days before any such occurrence shall takes place.

4. The Board of Supervisors directs county staff, at the earliest opportunity, to advise the Chairman and each affected District Supervisor, of any travel notice(s) requests by delegations led by senior representatives or high-ranking Communist Party officials, commercial or trade delegations of the Socialist Republic of Vietnam, or the People’s Republic of China, as soon as the travel notice(s) request is received by the Orange County Sheriff’s Department or by any other county agency, jurisdiction, or department.

5. The Board of Supervisors directs county staff to prepare a “Cost Bill” for police and public safety services and submit it to the organizers for reimbursement following any visit(s) by senior representatives or high-ranking Communist Party officials from the Socialist Republic of Vietnam or the People’s Republic of China.

BE IT FURTHER RESOLVED THAT this Resolution shall expire upon the US State Department’s official certification that Vietnam and Mainland China are free and Democratic countries.
MEETING DATE: 07/28/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTED AGENCY/DEPARTMENT: Supervisor Chaffee, Supervisor Bartlett
DEPARTMENT CONTACT PERSON(S): LaShe Rodriguez, (714) 834-3440
                                  Doug Woodyard, (714) 834-3550

CATEGORY: Discussion
SUBJECT: Ballot Measure imposing Lifetime Limit on Terms for Members of the Board of Supervisors.

RECOMMENDED ACTION(S):

1. Direct the Registrar of Voters to place "AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA ADDING SECTION 1-2-9.1 TO THE CODIFIED ORDINANCES OF THE COUNTY OF ORANGE IMPOSING A LIFETIME LIMIT ON THE NUMBER OF TERMS FOR MEMBERS OF THE ORANGE COUNTY BOARD OF SUPERVISORS" on the ballot and to consolidate that election with the Statewide general election to be held on November 3, 2020.

2. Direct County Counsel to prepare the ballot language and the impartial analysis of the ordinance, and to forward them to the Registrar of Voters.

3. Request the County Auditor-Controller review the measure and prepare a fiscal impact statement as required by Article VII, Section 701 of the County Charter.

SUMMARY/ BACKGROUND:
Existing law (Section 1-2-9 of the Codified Ordinances of Orange County) places a two-term limit on the number of consecutive terms that an individual may serve as a member of the Orange County Board of Supervisors. There is, however, no lifetime limitation on the number of terms an individual can occupy this elected office. Accordingly, an individual can serve one or two terms on the Board of Supervisors, leave office, and then be re-elected to serve two more consecutive terms, and continue that cycle indefinitely.
In Orange County’s history, 18 Members have served over 12 years. The longest serving member had a total term of 29 years. The proposed ordinance will strengthen term limits by restricting individuals to serving a lifetime maximum of three full terms on the Board of Supervisors, thereby closing the aforementioned “revolving door” loophole to the County’s term limits law.

Section 1-2-9, which currently addresses term limits for members of the Board of Supervisors, will remain in effect. Thus, proposed section 1-2-9.1, if approved by the electorate, will not “reset” the term limits “clock” for incumbent or prior members of the Board.

Orange County Supervisors serve on regional boards in which tenure plays a significant role in their ability to implement good public policy. Of the counties in California that impose terms limits, several (Los Angeles, Santa Clara, San Mateo, Ventura, San Bernardino) impose a limitation of three four-year terms, as is being proposed in this ordinance. As such, this change, should it be approved by the electorate, will better position the County to achieve favorable outcomes in protracted situations that are decided at the state level.

In June of 2012, Proposition 28 was presented to the voters of the State of California. It enacted a similar restriction where an individual could only serve 12 years total in either the Assembly or the Senate and then would be banned from such a position for life. The limits on state legislator terms in office was approved by 61 percent of the vote statewide.

In summary, voters will be presented the opportunity to restrict the number of terms that a person may serve on the Board of Supervisors in his or her lifetime. Passage of the proposed ordinance will ensure that new perspectives and ideas are brought into County government by closing the revolving door loophole in the existing term limits law.
ORDINANCE NO.____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA ADDING SECTION 1-2-9.1 TO THE CODIFIED ORDINANCES OF THE COUNTY OF ORANGE IMPOSING A LIFETIME LIMIT ON THE NUMBERS OF TERMS FOR MEMBERS OF THE ORANGE COUNTY BOARD OF SUPERVISORS.

The People of the County of Orange, California ordain as follows:

SECTION 1: Section 1-2-9.1 of Article 1 of Division 2 of Title 1 of the Codified Ordinances of the County of Orange is hereby added as follows:

1-2-9.1. Lifetime limitation on terms

a. During her or his lifetime, no person shall serve more than three (3) four-year terms as a member of the Board of Supervisors, regardless of Supervisorial District represented.

b. Notwithstanding the limitation on two (2) consecutive terms found in Section 1-2-9, all persons precluded, or previously precluded, from seeking re-election under Section 1-2-9 shall be entitled to serve one (1) additional four-year term only, provided that he or she has not already served three (3) or more four-year terms on the Board of Supervisors during his or her lifetime. The three (3) four-year terms authorized under this subdivision may be served consecutively.

c. The limitation on terms shall not apply to any terms to which a person is elected or appointed if the actual time served is one-half or less of the full term of office.

d. If any term or provision of Section 1-2-9.1 is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such term or provision shall be excluded to the extent of such invalidity or unenforceability. All other terms and provisions shall remain in full force and effect in accordance with the express legislative intent to impose a lifetime limit of three (3) four-year terms of service on the Board of Supervisors.

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: [Signature]
Deputy
Date: 7/23/2020
MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Andrew Do, Vice Chairman

Subject: Supplemental Agenda Item-Contract for COVID-19 Equity Mapping Services

Please add the supplemental item of business to the July 28, 2020 Board Agenda. The title of the supplemental item should read:

Contract for COVID-19 Equity Mapping Services
AGENDA STAFF REPORT

MEETING DATE: 7/28/2020
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Vice Chairman Andrew Do, First District
DEPARTMENT CONTACT PERSON(S): Chris Wangsaporn (714)834-3110
Veronica Carpenter (714)834-3110

SUBJECT: Contract for COVID-19 Equity Mapping Services

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<th>CEO CONCUR</th>
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Budgeted: N/A  Current Year Cost: $385,000  Annual Cost: N/A

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

Current Fiscal Year Revenue: N/A  Funding Source: FED: 100% (CARES Act)

County Audit in last 3 years:

Prior Board Action: N/A

RECOMMENDED ACTION(S):

1. Approve the Contract with Advance OC for provision of COVID-19 Mapping Services, for the period of July 28, 2020, through December 30, 2020, for an amount not to exceed $385,000.

2. Pursuant to Contract Policy Manual Section 3.4-114, authorize the County Procurement Officer or authorized Deputy to exercise a contingency contract cost increase, not to exceed a total of 10 percent of the contract amount for the first year of the contract, for the entire term of the Contract, including renewals, and within the scope of work set forth in the contract. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Officer.

3. Authorize the County Procurement Officer or authorized Deputy to execute the Contract with Advance OC as referenced in the Recommended Action above.
SUMMARY: Approval of the Agreement with Advance OC will provide the County with the ability to identify the root causes of emerging disparities in the community that have come to light through battling the COVID-19 pandemic.

BACKGROUND INFORMATION:

In May of 2020, the Board of Supervisors directed Health Care Agency (HCA) to develop the Latino Health Equity Initiative (Initiative) to inform Orange County residents in Santa Ana and Anaheim about the increasing risk of COVID-19 and to encourage residents to take advantage of great accessibility to testing and support services now from the County. As the lead entity Latino Health Access connects with many other non-profits throughout Orange County.

In order to target the Initiatives efforts, HCA has identified “hot spots” of COVID-19 cases. Because the goal of this effort is to reduce community transmission, an analysis has been done to assess status and trends in cities and zip codes in the county after removing cases associated with institutional cases in congregate living settings (primarily skilled nursing facilities). The residents in these “hotspot” zip codes are disproportionately Hispanic, low-income, and are more likely to live in more dense housing. This is consistent with other case data that shows Hispanics make up a disproportionately high percentage (52.2%) of COVID-19 cases (for cases that include race/ethnicity data). Despite representing more cases, the rate of COVID-19-related deaths for Hispanics (34.2%) is proportional to the demographics of the County (35% Hispanic). This likely indicates that cases among Hispanics tend to be younger, based on population demographics.

If approved as recommended, Advance OC would oversee the development of an Orange County specific Social Progress Imperative (SPI) Equity Map. An SPI Equity Map is an innovative tool that sources, synthesizes and graphically depicts the social progress of a community. COVID19 presented local jurisdictions across the United States with its first public health crises, sustained over a period of months with widespread and catastrophic ramifications.

Social safety net programs were faced with 100% or more increases in demand and food pantries saw long lines for weeks. The unprecedented nature of this pandemic left many municipalities unprepared for the profound change in the needs of the community. Additionally, in March 2020, unemployment claims in Orange County jumped 1549% to 151,272 individual claims, more than all of 2019, according to EDD. Current trends are expected to continue, as businesses close permanently. This tool will harness national, state and local data, and translate it into census tract level detail to provide insight for policy makers on where to allocate resources during and post a crisis like COVID-19 to reduce disparities in the community.

These maps will track three levels of social indicators, some of which are listed below, and represent a hierarchy of social progress:
Advance OC will lead the project to aggregate, benchmark and analyze an array of datasets to visually present Orange County’s status of social progress. This Agreement represents Phase I, in which Advance OC will use 2010 Census data to present a “before” status. Phase I will also include intelligence on the most vulnerable communities and how they fared during COVID-19. Phase II will utilize 2020 Census data and will be sponsored by the private sector. As an initial investor, the County will have access to the Equity Maps in perpetuity. Advance OC is a 501(c)(3) organization based in Orange County, CA with a mission to promote equity and innovation in philanthropy. Addressing inequity and social disparities is a shared goal for public and private funders alike; however, actionable strategies tackling equity have been difficult to develop and elusive to measure. Advance OC’s philosophy is the first step in formulating an equity strategy is to establish a community baseline.

This project also builds upon the momentum of the County’s System of Care Data Integration Project and provides an opportunity to harness those efforts to inform policy makers on future resource allocations.

**FINANCIAL IMPACT:**

Appropriations for this Contract are included in HCA budget control 042 FY 2020-21 Budget.

**STAFFING IMPACT:**

N/A

**ATTACHMENTS:**

Attachment A – Advance OC Contract
CONTRACT NO. MA-042-21010106

FOR

COVID-19 EQUITY MAPPING SERVICES

BETWEEN

THE COUNTY OF ORANGE HEALTH CARE AGENCY

AND

ADVANCE OC
This Contract Number MA-042-21010106 ("Contract"), is made and entered into this 28th day of July, 2020 ("Effective Date") between Advance OC ("Contractor") with a D-U-N-S number of 117578379 with a place of business at 220 Newport Center Dr. #11-173, Newport Beach, CA 92660 and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 405 W. 5th St., Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties.

ATTACHMENTS

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

Attachment A – Scope of Work/Pricing
Attachment B – Compensation/Invoicing
Attachment C – Certification Regarding Anti-Lobbying

RECITALS

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County’s Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistant to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), provides that
payments from the CARES Act funds may be used to cover certain costs that are necessary expenditures with respect to the COVID-19 emergency; and

WHEREAS, County is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the CARES Act, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, Contractor and County are entering into this Contract for COVID-19 Equity Mapping Services under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for COVID-19 Equity Mapping Services as set forth herein, and Contractor represented that it is qualified to provide COVID-19 Equity Mapping Services to the County as further set forth here; and

WHEREAS, Contractor agrees to provide COVID-19 Equity Mapping Services to the County as further set forth in the Scope of Work/Pricing, attached hereto as Attachment A; and

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

NOW, THEREFORE, the Parties, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

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

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

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

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

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

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

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

H. **Patent/Copyright Materials/Proprietary Infringement**: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

I. **Assignment**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. **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.

L. **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.

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

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

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

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

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

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

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

**Qualified Insurer**

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

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

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
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</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per claims-made</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Network Security &amp; Privacy</td>
<td>$1,000,000 per claims-made exposure</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.

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. (Only include this provision when Employee Dishonesty Insurance is required).

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

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

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

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

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

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

P. **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.

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

R. **Confidentiality:** Contractor agrees to maintain the confidentiality of all PII (Personally Identifiable Information) 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.

S. **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 Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

T. **Freight:** Prior to the County’s express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

U. **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.

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

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

X. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
Y. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor 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.

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

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

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

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

AA. **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.

BB. **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 shall procure COVID-19 Equity Mapping Services Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A.”
2. Term of Contract: This Contract shall commence on date of execution through and including December 31, 2020. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.

3. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a) Terminate the Contract immediately, pursuant to Section K herein;

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

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

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

4. 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.

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

6. 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.

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

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

8. **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 stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

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. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

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

11. **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. Consent will be provided to Contractor at the initiation of this engagement.

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

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

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

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

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

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

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

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

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

1. The Contractor has made false certification, or

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

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

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

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

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

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.
21. **Precedence:** The Contract documents consist of this Contract and its Attachment and Exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments, and then the Exhibits.

22. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract or any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation. After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination and submission of a termination claim, County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract and subject to Article 3 and 12, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

23. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

24. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under
this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.


c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).

25. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.

26. **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, the 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.

27. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

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 goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

29. **Parking for Delivery Services:** County shall not provide free parking for delivery services.

30. **Contract Work Hours and Safety Standards Act:**

   (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one
and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

31. **Clean Air Act And The Federal Water Pollution Control Act:**

**Clean Air Act**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

2. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

32. **Suspension and Debarment:**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

33. **Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment C.

34. **Procurement of Recovered Materials:**

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

35. **Access To Records:**

   (1) The Contractor agrees to provide County, the 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
   (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
   (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

36. **Department of Homeland Security (DHS) Seal, Logo, And Flags:**

   The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

37. **Compliance with Federal Law, Regulations, And Executive Orders:**

   This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

38. **No Obligation by Federal Government:**

   The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

39. **Program Fraud and False Or Fraudulent Statements Or Related Acts:**

   The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

   (SIGNATURE PAGE FOLLOWS)
IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-21010106 the date set forth opposite their signatures. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor:** Advance OC

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<tr>
<th>Print Name</th>
<th>Title</th>
<th>Date</th>
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<td>7/23/2020</td>
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<tr>
<th>Print Name</th>
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<th>Date</th>
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<tbody>
<tr>
<td>Katie Kalvoda</td>
<td></td>
<td>7/23/2020</td>
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**County of Orange,** a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

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<th>Print Name</th>
<th>Title</th>
<th>Date</th>
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**APPROVED AS TO FORM**

Office of the County Counsel
Orange County, California

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<tr>
<th>Print Name</th>
<th>Title</th>
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<td>Massoud Shamei</td>
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<td>7/23/2020</td>
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ATTACHMENT A
SCOPE OF WORK/PRICING

Background: The County of Orange, Health Care Agency (County), requires a needs assessment to be completed for the region to determine the social progress of the overall community to aid the County in determining how various populations have been affected by COVID-19.

Contractor maintains a data mapping tool, SPI Equity Maps, which allows inputs from various local, state and national vetted sources to display a wide range of social indicators, including social determinants of health.

Services to be provided: Contractor shall build a platform that will provide intricate customized reports for Orange County displaying social metrics specifically addressing social determinants of health. Contractor shall utilize SPI Equity Map to create an Orange County specific map, while overlaying Census and Centers for Disease Control and Prevention (CDC) data to provide transparency into community needs and disparities at county, city, neighborhood and Census tract levels. These maps will track 3 levels of social indicators that represent a hierarchy of social progress. Contractor shall aggregate, benchmark and analyze an array of datasets to visually present Orange County’s status of social progress.

Contractor shall utilize 2010 Census data to present a “before” status. This phase will include information on the most vulnerable communities and how they’ve faired during COVID-19. Produce a summary report based on data extrapolated on social measurements by city, zip codes and Census tracts.

A dashboard for each city within the County of Orange shall be created, and will be aggregated at the County level, to provide actionable benchmarks that are standardized and can be indexed. Contractor shall work in collaboration with the County and a coalition of community stakeholders to identify the most relevant data points to achieve a holistic view of the county’s current status.

Contractor Responsibilities: Upon execution of contract, contractor shall administer a discovery meeting with County within the first 10 days of approval. Contractor shall present to County and related partners report to review by October 15, 2020. A final report (digital and physical) will be delivered to County with a formal presentation attended by Contractor. Report shall be available on or before December 31, 2020.

Deliverables and Project Costs:

<table>
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<tr>
<th>Description</th>
<th>Deadline</th>
<th>Cost</th>
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<tr>
<td>Set Up Costs</td>
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<td>$50,000</td>
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<tr>
<td>Data Engineer &amp; Platform Infrastructure</td>
<td>September 1, 2020</td>
<td>$150,000</td>
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<tr>
<td>Visualization and Graphic Design</td>
<td>October 1, 2020</td>
<td>$100,000</td>
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<td>2010 Census and CDC Data Integration</td>
<td>December 1, 2020</td>
<td>$85,000</td>
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<tr>
<td>Final Report</td>
<td>December 31, 2020</td>
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<td><strong>Total</strong></td>
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ATTACHMENT B
1. **Compensation:** This is a fixed price Contract not to exceed the amount of $385,000 for the Term of Contract.

   The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

   See Attachment A- Scope of Work

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. **Payment Terms:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

a. Contractor’s name and address  
b. Contractor’s remittance address  
c. Contractor’s Taxpayer ID Number  
d. Name of County Agency/Department  
e. Delivery/service address  
f. Master Agreement (MA) or Purchase Order (PO) number  
g. Agency/Department’s Account Number, if applicable  
h. Date of invoice  
i. Product/service description, quantity, and prices  
j. Sales tax, if applicable  
k. Freight/delivery charges, if applicable  
l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be emailed to CSINVOICES@OCHCA.COM

9. **Payment (Electronic Funds Transfer)**  
County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

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**ATTACHMENT C**

**CERTIFICATION REGARDING ANTI-LOBBYING**
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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, title 31, 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.

The Contractor, Advance OC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____________________________
Signature of Contractor’s Authorized Official

Nazy Fouladirad  Treasurer

Name and Title of Contractor’s Authorized Official

7/23/2020

___________________________________
Date
June 15, 2020

To: Clerk of the Board of Supervisors

From: Tom Hatch, Chief Human Resources Officer

Concur: Frank Kim, County Executive Officer

Subject: Request for a Supplemental Closed Session for July 28, 2020

The Human Resource Services department requests a Supplemental Closed Session on July 28, 2020 with the County’s designated negotiating representative, Tom Hatch, to discuss terms and conditions of employment for employees represented by the Orange County Employees Association (OCEA), Orange County Managers Association (OCMA), Association of County Law Enforcement Management (ACLEM), American Federation of State, County and Municipal Employees (AFSCME), Teamsters Local 952 (Teamsters), Orange County Attorneys Association (OCAA), Association of Orange County Deputy Sheriffs (AOCDS), International Union of Operating Engineers (IUOE), and United Domestic Workers of America (UDWA), and other non-represented employees pursuant to Government Code Section 54957.6.

Accordingly, please prepare the Agenda item to read:

The Human Resource Services department requests a Supplemental Closed Session on July 28, 2020 with the County’s designated negotiating representative, Tom Hatch, to discuss terms and conditions of employment for employees represented by the Orange County Employees Association (OCEA), Orange County Managers Association (OCMA), Association of County Law Enforcement Management (ACLEM), American Federation of State, County and Municipal Employees (AFSCME), Teamsters Local 952 (Teamsters), Orange County Attorneys Association (OCAA), Association of Orange County Deputy Sheriffs (AOCDS), International Union of Operating Engineers (IUOE), and United Domestic Workers of America (UDWA), and other non-represented employees pursuant to Government Code Section 54957.6.

RECOMMENDED ACTION: Conduct Closed Session

Thank you,

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