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.

August 25, 2020

CONSENT

14. Revised Title to read: County Executive Office - Approve purchase and sale agreement for Homekey Program properties; authorize Chief Real Estate Officer or designee to execute agreement and related documents, open escrow and perform related actions under certain conditions; direct Auditor-Controller to make related payments upon notification from Chief Real Estate Officer or designee; and make California Environmental Quality Act and other findings - All Districts

DISCUSSION

18. Deleted

24. Revised Title to read: OC Public Works - Approve emergency contract change order with Ray Carmody dba Carmody Construction Company for Orangewood Children's Home Restroom Repair ($20,000); and authorize Director or designee to execute change order - District 3 (2/3 4/5 vote of members present)

31. Revised Title to read: County Executive Office - Approve grant applications/awards submitted by OC Public Works, Health Care Agency and Sheriff-Coroner in 8/25/20 grant report and other actions as recommended; adopt resolution authorizing OC Public Works Director or designee to execute grant award agreement and amendments with California Department of Transportation for Active Transportation Plan; and adopt resolution authorizing HCA Director or designee to execute grant agreement and subsequent non-monetary amendments with State Water Resources Control Board for Local Oversight Program, 7/1/21 – 6/30/23 ($1,029,893) - All Districts

CLOSED SESSION

CS-1. Deleted

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

Items: 14, 24 and 31

Supplemental Item(s)

S34A. District Attorney - Approve appointment of Mary Meloch as Extra Help Working Retiree Deputy District Attorney for legal services related to criminal and civil prosecutions pursuant to Section 7522.56 (f) of the Public Employees’ Pension Reform Act of 2013 - All Districts

Revisions and Supplementals to August 25, 2020 Agenda - Page 1 of 3

Document last updated: 8/24/2020 4:40 PM
S34B. **Sheriff-Coroner** - Approve contract MA-060-20011594 with Siemens Industry, Inc. for preventive maintenance and repairs to Theo Lacy and Coroner Facilities for energy management system hardware and software, 9/1/20 - 8/31/23 ($369,432); renewable for two additional one-year terms; and authorize County Procurement Officer or authorized Deputy to execute contract - Districts 1 and 3

S34C. **Sheriff-Coroner** - Approve FY 2019-20 Federal Equitable Sharing Agreements and Certification reports for federally forfeited property or proceeds received for Sheriff - Coroner Department and Regional Narcotics Suppression Program - All Districts

DELETED

S34D. **Supervisor Wagner, District Attorney and Sheriff-Coroner** - Adopt resolution supporting Proposition 22 to protect public safety, promote economic prosperity and meet transportation needs of Orange County residents

S34E. **County Executive Office** - Approve retroactive Assignment, Novation and Consent Agreement to transfer and assign contract for online surplus auction services with GovDeals, Inc. to Liquidity Services Operations LLC dba GovDeals, effective 12/31/19; approve amendment 3 to renew contract MA-017-1601075 with Liquidity Services Operations, LLC dba GovDeals, 10/1/20 - 9/30/22; and authorize County Procurement Officer or authorized Deputy to execute agreement and amendment - All Districts

S34F. **OC Community Resources** - Approve contract MA-012-21010273 with Orange County Human Relations Council for services supporting Orange County Human Relations Commission’s “To Know Better” Orange County Schools Anti-Hate Campaign, 8/25/20 - 12/30/20 ($250,000); and authorize Director or designee to execute contract - All Districts

S34G. **OC Community Resources** - Retroactively rescind appointment of Eddie Falcon, County Veterans Service Officer and County Veterans Remains Officer, effective 8/13/20; and adopt resolution authorizing OC Community Services Director to execute related reports and forms under certain conditions - All Districts

S34H. **Vice Chairman Do and Supervisor Chaffee** - Direct Health Care Agency or designee to establish call center and website registration for two county-run drive-thru COVID-19 testing super sites and provide testing information in English, Spanish, Vietnamese, Korean and Chinese in accordance with County’s Language Access Policy; and return to the board with a digital and social media strategy to promote utilization

SCS2. **County Executive Office** - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957(b):
Title: County Health Officer
SCS3. **County Executive Office** - CONFERENCE WITH REAL PROPERTY NEGOTIATOR - Pursuant to Government Code Section 54956.8:

Property Location: Fixed Base Operator Leaseholds at John Wayne Airport for Northeast Full-Service, Northwest Full-Service and Southwest Limited-Service FBOs

County Negotiator: Thomas A. Miller, Chief Real Estate Officer

Negotiating Party: ACI Jet
Clay Lacy Aviation
Jay’s Aircraft

Under Negotiation: Terms and Value of Future Lease
Revision to ASR and/or Attachments

Date: August 18, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer
Re: ASR Control #: 20-000707, Meeting Date 08/25/20, Item No. # 14
Subject: Approval of Purchase Agreement Related to Project Homekey Properties

Explanation:

CEO Real Estate now has definition of the number of Homekey Program properties, three, that are being pursued under this program.

☑ Revised Recommended Action(s)

Please see attached Revised ASR

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

Please see attached Revised ASR

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

AGENDA ITEM

ASR Control 20-000707

MEETING DATE: 08/25/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S): Thomas A. Miller (714) 834-6019
Brian Bauer (714) 834-5663

SUBJECT: Approval of Purchase Agreement Related to Project Homekey Properties

CEO CONCUR
Concur

COUNTY COUNSEL REVIEW
Approved Agreement to Form

CLERK OF THE BOARD
Consent Calendar
3 Votes Board Majority

Budgeted: No
Current Year Cost: See Financial Impact Section
Annual Cost: N/A

# of Positions: Sole Source: No

Staffing Impact: No
Current Fiscal Year Revenue: N/A
Funding Source: State: 100% (CARES Act)
County Audit in last 3 years: No

Prior Board Action: 07/28/2020 #25

RECOMMENDED ACTION(S):

1. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

2. Approve form Purchase and Sale Agreement for Project Homekey Program in substantially the form attached.

3. Authorize the Chief Real Estate Officer or designee to execute the Purchase and Sale Agreement, in substantially the form attached, including minor modifications that do not materially alter the terms of the transaction, with approval of County Counsel, to start process to purchase Project Homekey Program properties, and return to the Board of Supervisors for final approval of Grant Deed and close of escrow.

4. Authorize the Chief Real Estate Officer or designee to open escrow and to take all actions necessary and sign all documents required to start the escrow process in accordance with the Purchase and Sale Agreement.

5. Direct the Auditor-Controller, upon notification from the Chief Real Estate Officer or designee to issue payments of a total amount not to exceed $400,800 ($50,100 $300,300 total (up to maximum of $100,100 per property) for escrow deposit fees out of funds received by the County from the state grant pursuant to Project the Homekey Program.
SUMMARY:
Approval of a form Purchase and Sale Agreement will allow the County to expeditiously open escrow and start the purchase process for prospective properties for Project Homekey Program once grant funds are approved by the State of California.

BACKGROUND INFORMATION:
On June 30, 2020, Governor Gavin Newsom announced the Project Homekey Program as the successor to Project Roomkey. Currently, the County has five hotels under lease through Project Roomkey, which are housing more than 500 persons experiencing homelessness who are sick with, or vulnerable to, COVID-19. The State of California has set aside $600 Million from the Coronavirus Relief Fund and the State General Fund for counties to partner with the state to “acquire and rehabilitate a variety of housing types: hotels, motels, vacant apartment buildings, residential care facilities, and other tiny homes” to assist those who are experiencing homelessness or at-risk of homelessness and whom are impacted by the COVID-19 pandemic.

On July 28, 2020, the Board of Supervisors (Board) passed a resolution authorizing the County of Orange to submit application(s) to apply for up to $60,630,044 from the Project Homekey Program. This is the first step of many to develop additional permanent supportive housing capacity for individuals experiencing homelessness or at-risk of homelessness during the COVID-19 pandemic. Additionally, Project the Homekey Program will also provide non-congregate living options on an interim basis for those experiencing homelessness that are not currently enrolled in Project Roomkey.

The second step is to ensure that the County can implement the Project Homekey Program expeditiously upon receipt of the funds. Federal Emergency Management Agency funding for Project Roomkey is currently approved on a month-to-month basis, which creates unpredictability in terms of when the program will end. Therefore, there is a need to approve authorization at this point in time to allow the Chief Real Estate Officer to enter into Purchase and Sale Agreements and to get prospective properties under contract quickly.

The form Purchase and Sale Agreement also provides for an initial escrow deposit of $50,000 $100,000 and consideration of $100 to open escrow and start the purchase process, with deposits amounts permitted to exceed this amount in an amount not to exceed $100,100. To allow County Executive Office (CEO) Real Estate to execute agreements for multiple properties (i.e., up to eight three) based on approval by the state under the Project Homekey Program, the CEO is requesting authority for up to $400,800 $300,300 in deposits into escrow to start the process. If the County decides not to go forward with the purchase during due diligence, the escrow deposit is refundable. A closing under a A Purchase and Sale Agreement will only occur executed once grant funds are received based on the Project Homekey Program Notice of Funding Availability (NOFA) and after further approval of the Board as set forth below. A Request for Information was issued to assist in developing a list of eligible properties and identifying private sector partners. A team consisting of staff from OC Community Resources, Health Care Agency and CEO Real Estate helped review are currently assessing properties for the program and working with the host cities. A Request for Information has been issued to assist in developing a list of eligible properties and identifying private sector partners. This list of properties was will be used as the basis for the County’s NOFA response. After the property is under contract and escrow opened, CEO will return to the Board with the final Grant Deed, approval of due diligence and authority to consummate the purchase of the property.
CEO Real estate is negotiating purchase and sale agreements as part of the Homekey Program. This purchase will involve an initial escrow deposit of up to $100,000 and consideration of $100 to open escrow and start the purchase process.

**Compliance with CEQA:** This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project since the proposed actions will not change the physical environment. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

**FINANCIAL IMPACT:**
To allow CEO Real Estate to execute contract for multiple properties, the CEO is requesting authority for up to $400,800 in fees, which will be paid for out of any grant funds received under the Project Homekey Program NOFA, for up to eight properties. Purchase and Sale Agreements will only be executed once grant funds are received based on the Project Homekey Program NOFA.

**STAFFING IMPACT:**
N/A

**REVIEWING AGENCIES:**
Auditor-Controller
Health Care Agency
OC Community Resources

**ATTACHMENT(S):**
Attachment A – Purchase and Sale Agreement
Attachment B – Project Homekey Resolution
Date: August 3, 2020
To: Clerk of the Board of Supervisors
From: Clayton Chau, Agency Director, Health Care Agency
Re: ASR Control #: 20-000570, Meeting Date 8/25/20 Agenda Item No. # 18

Subject: Contract for Environmental Health Data Management System

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

Comments:

☒ Request deletion of Agenda Item No. # _____

Comments: Due to the ongoing COVID-19 pandemic and health emergency, the Environmental Health division does not currently have time or resources to dedicate to a major software system implementation and data conversion. Therefore, we are requesting to cancel the above-referenced contract and related RFP process.
Revision to ASR and/or Attachments

Date: August 14, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: James Treadaway, Director of OC Public Works
Re: ASR Control #: 20-000599, Meeting Date, 8/25/20 Item No. #24
Subject: Authorize Contract Change Order for Orangewood Restroom Repair Project

Explanation: OC Public Works would like to revise the ASR to include more information relating to the nature of the emergency request.

☒ Revised Recommended Action(s)

Authorize the Director of OC Public Works or authorized designee to execute the Emergency Change Order to Contractor Purchase Order for the Orangewood Children's Home Restroom Repair with Ray Carmody dba Carmody Construction Company in the amount of $20,000.

☒ Make modifications to:

☒ Subject ☒ Background Information ☐ Summary ☐ Financial Impact

Subject: Authorize Emergency Contract Change Order for Orangewood Restroom Repair Project

Summary: Approval of the Emergency Change Order to Contractor Purchase Order for the Orangewood Children's Home Restroom Repair with Ray Carmody dba Carmody Construction Company will support unforeseen repair work and enhance public health and safety.

Background: Starting with 3rd paragraph
Upon demolishing the restroom flooring and plumbing included in the original scope of work, the Contractor discovered that additional piping had significant deterioration and was cracked beyond repair. The previously As such, the condition of the piping posed a significant operational risk to the facility's medical offices and required immediate remedial action. This unknown work was approved on an emergency basis for an additional amount of $20,000 and has been completed.

Original Contract Amount

$41,575
Emergency Change Order to Contractor Purchase Order  $20,000
Revised Project Total  $61,575

OC Public Works is requesting Board of Supervisors (Board) approval to authorize the Director of OC Public Works (Director) or designee to execute the Emergency Change Order to Contractor Purchase Order with the Contractor in the amount of $20,000, for a revised Contract total amount of $61,575.

The Contractor's performance has been confirmed as satisfactory. OC Public Works has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests.

Per the Design and Construction Procurement Manual Section 4.5-(1)(a) and (2) and in accordance with Public Contract Code Section 201421(b), the Director may approve contract cost increases limited to $5,000 per change for contracts up to $50,000 and changes in excess of $5,000 require Board approval.

Per the Design and Construction Procurement Policy Manual, and in accordance with Public Contract Code Section 22050, the Board, pursuant to a four-fifths vote, may repair or replace a public facility, take any related and immediate action required by that emergency and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts.

Change Voting Majority: from 2/3 Vote to 4/5 Vote

Change name of 2nd Contact Person from Erika Metz (714) 474-4240 to Jennifer Carroll (714) 667-4942

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

Rename and Replace Attachment A: Attachment A - Emergency Change Order to Contractor Purchase Order

Rename and Replace Attachment C: Public Contract Code Section 20142(b) 22050

Add Attachment F
CHANGE ORDER TO CONTRACTOR PURCHASE ORDER
(Construction Contracts under $175,000)

PROJECT: Orangewood Children’s Home Restroom Repair

PO NO.: CT-063-20010944

Mod. #: 1

PROJECT NO: 100-063-063-3201-1400-S85145

DATE: 6/17/2020

CONTRACTOR: Carmody Construction

FOR APPROVED RFCs:

DESCRIPTION OF CHANGE:
MPO includes all material, labor, time (including general contractor and subcontractor’s
general conditions, overhead and profit) and equipment per attached cost breakdown necessary to complete the
following work:
1.) Replace approximately 45’ additional length of pipe including trenching the areas, removing existing pipe, grading for
downward slope, installing new pipe and fittings, pouring concrete, and replacing flooring.

REASON FOR CHANGE:
1.) Upon excavating existing pipe, it was found to be cracked, corroded, and will incorrect slop resulting in collection of
debris and, therefore, clogging.

OFFER TO OC Public Works/Project Management (to be completed by Contractor)

Carmody Construction offers to perform this change for the Additional cost of $20,000
(attach invoices with breakdown of costs)

By: Owner
Title: Owner

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<td>NEW CONTRACT TOTAL</td>
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</tbody>
</table>

TIME EXTENSIONS:
By Previous Change Orders 0 Calendar Days
By This Change Order 0 Calendar Days

ADJUSTED CONTRACT COMPLETION DATE 6/24/2020

Scope and Cost Reviewed by A-E

By: N/A
Date: N/A

By: 6/17/2020
Project Manager Date

By: 06/17/2020
Section Manager Date
**EMERGENCY CHANGE ORDER TO CONTRACTOR PURCHASE ORDER**

(Construction Contracts under $175,000)

**PROJECT:** Orangewood Children’s Home Restroom Repair  
**PO NO.:** CT-063-20010944  
**Mod. #:** 1  
**PROJECT NO:** 100-063-063-3201-1400-S85145  
**DATE:** 6/17/2020

**CONTRACTOR:** Carmody Construction  
**FOR APPROVED RFCs:**

**DESCRIPTION OF CHANGE:** MPO includes all material, labor, time (including general contractor and subcontractor’s general conditions, overhead and profit) and equipment per attached cost breakdown necessary to complete the following work:

1.) Replace approximately 45’ additional length of pipe including trenching the areas, removing existing pipe, grading for downward slope, installing new pipe and fittings, pouring concrete, and replacing flooring.

**REASON FOR CHANGE:**

1.) Upon excavating existing pipe, it was found to be cracked, corroded, and will incorrect slop resulting in collection of debris and, therefore, clogging.

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**OFFER TO OC Public Works/Project Management** (to be completed by Contractor)

Carmody Construction offers to perform this change for the Additional cost of $20,000

(attach invoices with breakdown of costs)

**Original Contract Amount** $41,575.00  
**Previous Approved Change Orders** $0  
**Total Before This Change Order** $41,575.00  
**This Change Order** $20,000.00  
**NEW CONTRACT TOTAL** $61,575.00

**TIME EXTENSIONS:**

- **By Previous Change Orders:** 0 Calendar Days
- **By This Change Order:** 0 Calendar Days

**Adjusted Contract Completion Date** 6/24/2020

Scope and Cost Reviewed by A-E

**By:** N/A  
**Date:** N/A

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**By:**  
**Date:** 6/17/2020

**Page 1 of 1**
(a) The board of supervisors may, by ordinance, resolution, or board order, authorize the county engineer, or other county officer, to order changes or additions in the work being performed under construction contracts. When so authorized, any change or addition in the work shall be ordered in writing by the county engineer, or other designated officer, and the extra cost to the county for any change or addition to the work so ordered shall not exceed five thousand dollars ($5,000) when the total amount of the original contract does not exceed fifty thousand dollars ($50,000), nor 10 percent of the amount of any original contract that exceeds fifty thousand dollars ($50,000), but does not exceed two hundred fifty thousand dollars ($250,000).

(b) For contracts whose original cost exceeds two hundred fifty thousand dollars ($250,000), the extra cost for any change or addition to the work so ordered shall not exceed twenty-five thousand dollars ($25,000), plus 5 percent of the amount of the original contract cost in excess of two hundred fifty thousand dollars ($250,000). In no event shall any such change or alteration exceed two hundred ten thousand dollars ($210,000).

(Amended by Stats. 2010, Ch. 699, Sec. 31. (SB 894) Effective January 1, 2011.)
Section 22050. (Amended by Stats. 1998, Ch. 485, Sec. 137.)

(a) (1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

(2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(b) (1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).

(2) If the public agency has no county administrative officer, city manager, chief engineer, or other nonelected agency officer, the governing body, by a four-fifths vote, may delegate to an elected officer the authority to order any action specified in paragraph (1) of subdivision (a).

(3) If a person with authority delegated pursuant to paragraph (1) or (2) orders any action specified in paragraph (1) of subdivision (a), that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

(c) (1) If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the governing body meets weekly, it may review the emergency action in accordance with this paragraph every 14 days.

(2) If a person with authority delegated pursuant to subdivision (b) orders any action specified in paragraph (1) of subdivision (a), the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated pursuant to
subdivision (b) has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.

(3) When the governing body reviews the emergency action pursuant to paragraph (1) or (2), it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

(d) As used in this section, "public agency" has the same meaning as defined in Section 22002.

(e) A three-member governing body may take actions pursuant to subdivision (a), (b), or (c) by a two-thirds vote.

(f) This section applies only to emergency action taken pursuant to Sections 20133, 20134, 20168, 20193, 20205.1, 20213, 20223, 20233, 20253, 20273, 20283, 20293, 20303, 20313, 20331, 20567, 20586, 20604, 20635, 20645, 20685, 20736, 20751.1, 20806, 20812, 20914, 20918, 20926, 20931, 20941, 20961, 20991, 21020.2, 21024, 21031, 21043, 21061, 21072, 21081, 21091, 21101, 21111, 21121, 21131, 21141, 21151, 21161, 21171, 21181, 21191, 21196, 21203, 21212, 21221, 21231, 21241, 21251, 21261, 21271, 21290, 21311, 21321, 21331, 21341, 21351, 21361, 21371, 21381, 21391, 21401, 21411, 21421, 21431, 21441, 21451, 21461, 21472, 21482, 21491, 21501, 21511, 21521, 21531, 21541, 21552, 21567, 21572, 21581, 21591, 21601, 21618, 21624, 21631, 21641, and 22035.
Section 22050. (Amended by Stats. 1998, Ch. 485, Sec. 137.)

(a)(1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

(2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(b)(1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).

(2) If the public agency has no county administrative officer, city manager, chief engineer, or other nonelected agency officer, the governing body, by a four-fifths vote, may delegate to an elected officer the authority to order any action specified in paragraph (1) of subdivision (a).

(3) If a person with authority delegated pursuant to paragraph (1) or (2) orders any action specified in paragraph (1) of subdivision (a), that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

(c)(1) If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the governing body meets weekly, it may review the emergency action in accordance with this paragraph every 14 days.

(2) If a person with authority delegated pursuant to subdivision (b) orders any action specified in paragraph (1) of subdivision (a), the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated pursuant to
subdivision (b) has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.

(3) When the governing body reviews the emergency action pursuant to paragraph (1) or (2), it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

(d) As used in this section, “public agency” has the same meaning as defined in Section 22002.

(e) A three-member governing body may take actions pursuant to subdivision (a), (b), or (c) by a two-thirds vote.

(f) This section applies only to emergency action taken pursuant to Sections 20133, 20134, 20168, 20193, 20205.1, 20213, 20223, 20233, 20253, 20273, 20283, 20293, 20303, 20313, 20331, 20567, 20586, 20604, 20635, 20645, 20685, 20736, 20751.1, 20806, 20812, 20914, 20918, 20926, 20931, 20941, 20961, 20991, 21020.2, 21024, 21031, 21043, 21061, 21072, 21081, 21091, 21101, 21111, 21121, 21131, 21141, 21151, 21161, 21171, 21181, 21191, 21196, 21203, 21212, 21221, 21231, 21241, 21251, 21261, 21271, 21290, 21311, 21321, 21331, 21341, 21351, 21361, 21371, 21381, 21391, 21401, 21411, 21421, 21431, 21441, 21451, 21461, 21472, 21482, 21491, 21501, 21511, 21521, 21531, 21541, 21552, 21567, 21572, 21581, 21591, 21601, 21618, 21624, 21631, 21641, and 22035.
MEMORANDUM

To: OC Public Works Procurement Services
From: Kevin Onuma, Deputy Director, OC Facilities Maintenance & CUF
Date: August 11, 2020
Subject: Emergency Justification Memo

Orangewood Restroom Repair Project

Job Number: EW871962

Date Procurement Notified: June 15, 2020

Term (How long will this job take?) 11 days

PO/CT # (provided by Procurement): CT-063-20010944

Contractor Name: Carmody Construction Company

Contractor's Email: carmodyconst@aol.com

Contractor's phone #: 714-870-4640

Service/Item Description (what happened and, what's being requested):

Upon demolishing the restroom flooring and plumbing included in the original scope of work, the Contractor discovered that additional piping had significant deterioration and was cracked beyond repair. The repair included replacing approximately 45’ additional length of pipe including trenching the areas, removing existing pipe, grading for downward slope, installing new pipe and fittings, pouring concrete, and replacing flooring.

Justification (why is it considered an emergency):

The condition of the piping posed a significant operational risk to the facility’s medical offices and required immediate repair.

Estimated Cost: $20,000

Was insurance obtained? On file
AGENDA STAFF REPORT

MEETING DATE: 08/25/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S): Peter DeMarco (714) 834-5777
Cynthia Shintaku (714) 834-7086

SUBJECT: Grant Applications/Awards Report

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<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
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<td>Concur</td>
<td>Approved Resolution to Form</td>
<td>Discussion Discussion</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 Votes Board Majority</td>
</tr>
</tbody>
</table>

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

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

Prior Board Action: N/A  

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

1. Approve Grant Award and Adopt Resolution – OC Public Works – Orange County Active Transportation Plan – $500,000.

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

3. Approve Grant Award and Adopt Resolution – Health Care Agency – Local Oversight Program – $1,029,893.


5. Receive and File Grant Report.
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 - OCPW Resolution
Attachment B - HCA 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 August 25, 2020 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

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

ACTION ITEMS

1. Approve Grant Award and Adopt Resolution – OC Public Works – Orange County Active Transportation Plan – $500,000.

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

3. Approve Grant Award and Adopt Resolution – Health Care Agency – Local Oversight Program – $1,029,893.


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>Today’s Date:</th>
<th>August 11, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Public Works</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Sustainable Transportation Planning Grant/ Orange County Active Transportation Plan</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>State of California Department of Transportation</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$500,000</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>October 11, 2019</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>October 8, 2019</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$500,000</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>June 18, 2020</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☒ Recurrent □ Other □ 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/Aircles in the past:</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 $78,750 No □ Explain:</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled? (Please include the specific budget)</td>
<td>Road 115 Fund</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>

The Sustainable Transportation Planning Grant consists of a Sustainable Communities Grant ($29.5 million) to encourage local and regional planning that furthers State goals, including but not limited to the goals and best practices cited in the Regional Transportation Plan Guidelines adopted by the California Transportation Commission, and a Strategic Partnerships Grant ($4.5 million) to identify and address statewide, interregional and/or regional transportation deficiencies on the State highway system in partnership with the State of California Department of Transportation.

The proposed project will be the development of an Orange County Active Transportation Plan which will align with the County’s efforts to implement safer, more connected, sustainable and accessible multi-model opportunities for people walking and bicycling on countywide roads and flood control facilities. The total project cost will be $578,750. OC Public Works will receive $500,000 in grant funds with a County match of $78,750.

**Board Resolution Required?**

| Yes ☒ No □ |

(Please attach document to eForm)
<table>
<thead>
<tr>
<th>Deputy County Counsel Name:</th>
<th>Ray Diaz</th>
</tr>
</thead>
</table>

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

Authorize the Director of OC Public Works or designee to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

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

- Sonica Kohli, 714/647-3910, Sonica.Kohli@ocpw.ocgov.com
- Eileen DePuy, 714/955-0255, Eileen.Depuy@ocpw.ocgov.com

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

- James Treadaway, Director, OC Public Works
- Khalid Bazmi, Assistant Public Works Director/County Engineer, OC Public Works
- Nardy Khan, Deputy Director, OC Infrastructure Programs, OC Public Works
RESOLUTION NO. 2020-XX

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA
AUTHORIZING THE DIRECTOR OF OC PUBLIC WORKS OR DESIGNEE TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE ORANGE COUNTY ACTIVE TRANSPORTATION PLAN

WHEREAS, the Board of Supervisors of Orange County, California is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs;

WHEREAS, the Board of Supervisors of Orange County, California wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Orange County, California authorize the Director of OC Public Works or designee to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND PASSED this 11th day of August 2020.

________________________________________
Michelle Steel, Chairwoman
Board of Supervisors of Orange County, California

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

APPROVED AS TO FORM: ________________________________
Ray Diaz, County Counsel
County of Orange, California
**Today’s Date:** August 18, 2020  
**Requesting Agency/Department:** Health Care Agency – Behavioral Health Services  
**Grant Name and Project Title:** Mental Health Student Services Act (MHSSA) grant  
**Sponsoring Organization/Grant Source:** Mental Health Services Oversight & Accountability Commission (MHSOAC)  
**Application Amount Requested:** $6,000,000  
**Application Due Date:** February 28, 2020  
**Board Date when Board Approved this Application:** February 25, 2020  
**Awarded Funding Amount:** $6,000,000  
**Notification Date of Funding Award:** April 23, 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>
<th>Explain</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
<td>☐</td>
<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:  

**Does this grant require CEQA findings?** No  
**What Type of Grant is this?** Competitive  
**County Match?**  
<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**How will the County Match be Fulfilled?** Services will be contracted out. No new County positions will be required.  
**Will the grant/program create new part or full-time positions?** No  
**Purpose of Grant Funds:** Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

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

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

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

The Orange County Board of Supervisors authorized HCA to apply for the Mental Health Student Services Act grant on February 25, 2020.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
</tr>
<tr>
<td>1. Authorize the Health Care Agency Director, or designee, to receive funds under the Mental Health Student Services Act grant program, and sign all necessary and supporting documents required to receive grant funds.</td>
<td></td>
</tr>
<tr>
<td>2. Approve Memorandum of Understanding (MOU) with the Orange County Department of Education (OCDE) for the four-year grant period of September 1, 2020, through August 31, 2024, in an amount not to exceed $6,000,000 focusing on the creation of a coordinated system of access and care to provide a variety of mental health services and resources for students and families.</td>
<td></td>
</tr>
<tr>
<td>3. Authorize the Health Care Agency Director, or designee, to execute the MOU referenced in Recommended Action No. 2, and to execute future amendments to the MOU that do not make material changes to the scope of work.</td>
<td></td>
</tr>
<tr>
<td>4. Direct the Auditor-Controller, upon notification from the Health Care Agency Director, or designee, to distribute up to $6,000,000 received under the Mental Health Student Services Act grant program to the OCDE upon the full execution of the MOU and in compliance with the terms of the MOU referenced in the Recommended Action above.</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
</table>
| Annette Mugrditchian, Behavioral Health Services Director of Operations  
Jeff Nagel, Behavioral Health Director |
Today's Date: | July 31, 2020
---|---
Requesting Agency/Department: | Health Care Agency / Environmental Health
Grant Name and Project Title: | Local Oversight Program
Sponsoring Organization/Grant Source: | State Water Resources Control Board (SWRCB)
Application Amount Requested: | n/a
Application Due Date: | n/a
Board Date when Board Approved this Application: | n/a
Awarded Funding Amount: | $1,029,893
Notification Date of Funding Award: | July 10, 2020

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

Recurrence of Grant

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

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

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<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,056,955</td>
<td>$1,056,955</td>
<td>$1,004,107</td>
<td>$1,004,107</td>
<td>$1,006,817</td>
</tr>
</tbody>
</table>

Does this grant require CEQA findings?

Yes ✓ No ✗

What Type of Grant is this?

Competitive ☐ Other Type ☒ Explain: Recurring

County Match?

Yes ☐ Amount ___ or ____ % No ✓

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

N/A

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

No

Purpose of Grant Funds:

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

Since 1988, the SWRCB has contracted with HCA in order for HCA/Environmental Health’s Hazardous Materials Specialists to conduct regulatory oversight for cleanup of leaking underground storage tanks (USTs) in Orange County (except for the cities of Anaheim, Fullerton and Santa Ana). Funds from this contract provide personnel services, operating costs and travel expenses necessary to conduct oversight of corrective actions and perform regulatory and administrative activities related to unauthorized releases from USTs. Approving this contract will continue the local oversight of cleanup projects at properties that have been contaminated by leaking underground petroleum tanks that impact both local groundwater supplies and public health.

Board Resolution Required? (Please attach document to eForm)

Yes ☒ No ✗

Deputy County Counsel Name:

Massoud Shamel

Recommended Action/Special Instructions (Please specify below)
Adopt by resolution(s):

1. Approve the agreement from the State Water Resources Control Board in the amount of $1,037,147 for the period of July 1, 2020 through June 30, 2021.

2. Authorize the Health Care Agency Director or Deputy Agency Director to execute the agreement and any non-monetary amendments thereto.

3. Authorize the Health Care Agency Director or Deputy Agency Director to execute agreements with the State Water Resources Control Board Local Oversight Program and any non-monetary amendments thereto for Fiscal Years 2021-22 and 2022-23, for the same amount or within 10%, under the same terms and conditions.

<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>Cheryl Meronk (714) 834-4099</td>
<td><a href="mailto:cmeronk@ochca.com">cmeronk@ochca.com</a></td>
</tr>
<tr>
<td>Christine Lane (714) 433-6473</td>
<td><a href="mailto:clane@ochca.com">clane@ochca.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Thronson (714) 834-4418</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS
ORANGE COUNTY, CALIFORNIA

August 25, 2020

BE IT RESOLVED that the Orange County Board of Supervisors hereby:

1. Authorizes the Health Care Agency Director or designee to execute the Local Oversight Program grant agreement with the State Water Resources Control Board in the amount of $1,029,893 or within 10% of this amount for the periods July 1, 2021 through June 30, 2022 and any subsequent non-monetary amendments thereto, provided the grant agreement contains identical terms as the grant agreement for the period July 1, 2020 through June 30, 2021 (except for insubstantial changes, e.g. term, caption, etc.) and is approved to form by County Counsel.

2. Authorizes the Health Care Agency Director or designee to execute the Local Oversight Program grant agreement with the State Water Resources Control Board in the amount of $1,029,893 or within 10% of this amount for the periods July 1, 2022 through June 30, 2023 and any subsequent non-monetary amendments thereto, provided the grant agreement contains identical terms as the grant agreement for the period July 1, 2020 through June 30, 2021 (except for insubstantial changes, e.g. term, caption, etc.) and is approved to form by County Counsel.

DocuSign Envelope ID: 685AA9CB-9C28-4850-8CA1-D20231A8A957

Attachment B
The Orange County Crime Laboratory (OC Crime Lab) has worked collaboratively for a number of years to improve toxicological analysis and testimony on driving under the influence of drug (DUID) cases within the County of Orange. The laboratory has established standards of performance in both DUID testing and expert testimony that have been recognized at both the state and national level. To further improve the overall service to the County, the OC Crime Lab tests all blood samples obtained from traffic safety related incidents for drugs. To continue providing the County of Orange with up to date Toxicology services, the laboratory plans to send staff to training and supplement the toxicology staff with overtime to improve turnaround times through funding from the California Office of Traffic Safety. The cost for the total compensation for overtime and training for current staff is $150,394.68.

OC Crime Lab now requests approval to accept funding in the amount of $117,000.00 for overtime and training for current staff.
<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>Nicole Sims, Supervising Deputy County Counsel, has reviewed and approved the grant award.</td>
<td></td>
</tr>
<tr>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>Request authorization to accept the Drug Prevalence in DUI Drivers Grant in the amount of $117,000. Resolution not required for this grant.</td>
<td></td>
</tr>
<tr>
<td>(Please specify below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department Contact :</td>
<td>Matthew Nixt, <a href="mailto:mnixt@occl.ocgov.com">mnixt@occl.ocgov.com</a>, 714-834-6341</td>
<td></td>
</tr>
<tr>
<td></td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>Bruce Houlihan, Director</td>
<td></td>
</tr>
<tr>
<td></td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
<td></td>
</tr>
</tbody>
</table>
Date: August 19, 2020
To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Re: ASR Control #: N/A, Meeting Date 08/25/20  Agenda Item No. # CS-1
Subject: Conference With Labor Negotiator RE: Terms and Conditions of Employment

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

Comments:

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

Comments: The County Executive Office requests to delete this item from the 8/25/20 Board of Supervisors Hearing Closed Session Agenda.
August 17, 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 August 25, 2020, Board Hearing.

Agency: District Attorney
Subject: Appointment of Retiree Public Employees' Pension Reform Act of 2013

Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this Supplemental Item be added to the August 25, 2020, Board agenda as the extra help Working Retiree Deputy District Attorney is needed to perform critical legal services and address the backlog of cases resulting from court closures due to COVID-19. 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: 8/25/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: District Attorney
DEPARTMENT HEAD REVIEW: Department Head Signature
DEPARTMENT CONTACT PERSON(S): Glenn Robison (714)-347-8778
                                                Shawn Nelson (714) 347-8402

SUBJECT: Appointment of Retiree - Public Employees' Pension Reform Act of 2013

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

CEO Signature
County Counsel Signature

Budgeted: Yes  Current Year Cost: $62,806  Annual Cost: N/A

Staffing Impact: N/A  # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A
Funding Source: State 100% (Juvenile Justice Crime Prevention Act) County Audit in last 3 years No

Prior Board Action: N/A

RECOMMENDED ACTION(S)

Approve the appointment of Mary Meloch as Extra Help Working Retiree Deputy District Attorney to perform legal services related to the handling of criminal and civil prosecutions for the Office of the District Attorney pursuant to Section 7522.56 (f) of the Public Employees' Pension Reform Act of 2013.

SUMMARY:

Approval of the appointment of Ms. Meloch as Extra Help Working Retiree Deputy District Attorney will allow the candidate to perform critical legal services on behalf of the Orange County District Attorney's Office and address an unprecedented backlog of cases resulting from the closure of the Courts in Orange County due to the COVID-19 pandemic.
BACKGROUND INFORMATION:

Due to the extraordinary challenges that COVID-19 poses to the criminal justice system and courtroom proceedings, and other mandated requirements, it is imperative that the Orange County District Attorney’s Office (OCDA) retain the services of experienced prosecutors to assist with critical daily operations.

Closure of the Orange County courts, with the exception of just a few open courtrooms at the Central Court, caused an unprecedented backlog of cases that the Presiding Judge is beginning to address as the Courts reopen. The OCDA requires this extra help retiree prosecutor to address additional COVID-19 related workload requirements of the Juvenile Court. The use of experienced legal professionals to address these unique challenges is extremely cost effective and efficient, as they may be assigned to virtually any OCDA court case without the requirement of additional training.

Retiring Deputy District Attorney IV Mary Meloch

Ms. Meloch, who will retire on August 28, 2020, is a Deputy District Attorney IV with 25 years of distinguished experience in the OCDA, and has declined participation in the Voluntary Incentive Program. Ms. Meloch has extensive experience in many different prosecution units within the office. In recent years, she has developed expertise in juvenile law. Because of significant changes in juvenile law in the past two years, a prosecutor of her caliber with significant litigation experience is essential to the operations of the OCDA.

Because Ms. Meloch will retire from her position less than 180 days from her proposed start date of August 31, 2020, her appointment as an Extra Help Working Retiree Deputy District Attorney position will require Board of Supervisors (Board) approval in order to comply with the Public Employees’ Pension Reform Act of 2013. Government Code Section 7522.56 (f) states in relevant part: “A retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he or she meets one of the following conditions:

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

Upon Board approval of this appointment, Ms. Meloch will be supervised by Senior Assistant District Attorneys and the terms of her employment will be governed by the County’s Working Retiree Reemployment Policy that limits assignments to no more than 960 hours per fiscal year at an hourly rate not to exceed 80 percent of the hourly rate that the employee earned at the time of retirement, or Step 1 of the of the salary range if 80 percent is less than Step 1.

FINANCIAL IMPACT:

Appropriations and revenue for this position are included in the OCDA’s FY 2020-21 Budget for Budget Control 026.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Policy Number:

Policy:

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

Purpose:

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

Authority:


Procedure:

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

Guidelines:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note: The documents will proceed through workflow, be processed with the transaction through the nightly batch cycle, and permanently retained in OnBase.

Steve Dahley, Human Resource Director

2/24/13

Date
August 18, 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 August 25, 2020, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approval of the Siemens Industry, Inc. Contract
Districts: 1, 3

Reason for supplemental: The County Executive Office is requesting this Supplemental Item be placed on the August 25, 2020, in order to approve the item prior to the September 1, 2020, contract commencement date. 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:** 8/25/20

**LEGAL ENTITY TAKING ACTION:** Board of Supervisors

**BOARD OF SUPERVISORS DISTRICT(S):** 1, 3

**SUBMITTING AGENCY/DEPARTMENT:** Sheriff-Coroner

**DEPARTMENT HEAD REVIEW:**

**DEPARTMENT CONTACT PERSON(S):**
- Robert Beaver (714) 647-1815
- Matt Monzon (714) 935-6876

**SUBJECT:** Approval of Siemens Industry, Inc. Contract

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

**Budgeted:** Yes  
**Current Year Cost:** $102,620  
**Annual Cost:**
- FY 2021-22 $123,144
- FY 2022-23 $123,144
- FY 2023-24 $20,524

**Staffing Impact:** N/A  
**# of Positions:**

**Current Fiscal Year Revenue:** N/A  
**Funding Source:** GF: 100%

**Sole Source:** Yes  
**County Audit in last 3 years:** No

**Prior Board Action:** 8/27/2019 #S39D, 7/11/2017 #20, 9/1/2015 #10

**RECOMMENDED ACTION(S)**
Authorize the County Procurement Officer or authorized Deputy to execute sole source contract with Siemens Industry, Inc. for preventive maintenance and repairs to the Theo Lacy Facility and Coroner facility energy management system hardware and software, for the term of September 1, 2020, through August 31, 2023, in an amount not to exceed $369,432, renewable for two additional one year terms.

**SUMMARY:**
Approval of the sole source contract with Siemens Industry, Inc. will allow the Sheriff-Coroner Department to continue to provide for maintenance and repairs to the energy management systems at the Theo Lacy Facility and the Coroner facility.

**BACKGROUND INFORMATION:**
On September 1, 2015, the Board of Supervisors (Board) approved a new sole source contract with Siemens Industry, Inc. (Siemens) for preventive maintenance and repairs of hardware and software of the energy
management systems in the Theo Lacy Facility and Coroner facility, in the amount of $146,128, for the term of September 1, 2015, through August 31, 2017, renewable for one additional two-year term and one additional one-year term. Siemens is the sole source for factory trained, authorized technicians and genuine factory replacement parts for the Siemens electronic controls installed during construction of the facilities. This equipment is critical for the proper operation of the heating, ventilation and air conditioning system.

On July 11, 2017, the Board approved Amendment Number One to this sole source contract for the two-year term of September 1, 2017, through August 31, 2019, in the amount of $154,576, renewable for one additional one-year term. On August 27, 2019, the Board approved Amendment Number Two to this sole source contract for the term of September 1, 2019, through August 31, 2020, in the amount of $80,600. The Sheriff-Coroner Department now requests the approval of the sole source contract with Siemens, for the term of September 1, 2020, through August 31, 2023, in the amount of $369,432.

Contractor performance has been confirmed as at least satisfactory. The Department has verified that there are no concerns that must be addressed with respect to contractor’s ownership/name, litigation status or conflicts with County interests. A completed Sole Source Request Form is attached to this Agenda Staff Report (Attachment C).

This contract is submitted less than 30 days prior to the start of its renewal on September 1, 2020, as the vendor was unable to return the signed contract in time to file for previous Board meetings. This contract does not currently included subcontractors or pass through to other providers. See Attachment D for the Contract Summary Form.

**FINANCIAL IMPACT:**
Appropriations for this contract are included in the Sheriff-Coroner’s FY 2020-21 Budget for Budget Control 060, and will be included in the budgeting process for future fiscal years. The contract contains language allowing the Sheriff-Coroner Department to terminate the contract without penalty with cause or after 30 days of written notice without cause in the event that funding is reduced and/or not available to continue funding the agreement.

**STAFFING IMPACT:**
N/A

**ATTACHMENT(S):**
Attachment A – Contract MA-060-20011594
Attachment B – Sole Source Request Form
Attachment C – Contract Summary Form
Contract MA-060-20011594
with
Siemens Industry Inc.
for
Energy Management System Hardware/Software Maintenance and Repair Services

This Contract MA-060-20011594 for Energy Management System Hardware/Software Maintenance and Repair Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”) and Siemens Industry Inc., with a place of business at 10775 Business Center Drive, Cypress, CA 90630 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision
Attachment C – Bond

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Energy Management System Hardware/Software Maintenance and Repair Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Energy Management System Hardware/Software Maintenance and Repair Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

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

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Energy Management System Hardware/Software Maintenance and Repair Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

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 arrears after satisfactory acceptance.

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 indemmites 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 Indemnites 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. Termination: In addition to any other remedies or rights it may have by law, County has the right to 
immediately terminate this Contract without penalty for cause or after 30 days' written notice without 
cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any 
misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the 
Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no 
breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to 
have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether 
express or implied, shall not constitute consent to, waiver of, or excuse for any other different or 
subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither 
Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an 
employee of County. Neither Contractor, its employees nor anyone working under Contractor shall 
qualify for workers’ compensation or other fringe benefits of any kind through County.

N. Performance 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.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to 
purchase all required insurance at Contractor's expense, including all endorsements required herein, 
necessary to satisfy the County that the insurance provisions of this Contract have been complied with. 
Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on 
deposit with the County during the entire term of this Contract. In addition, all subcontractors 
performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the 
same terms and conditions as set forth herein for Contractor.
Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

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

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

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

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

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

Qualified Insurer

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

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

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
<td></td>
</tr>
</tbody>
</table>
Workers Compensation  
Statutory

Employers Liability Insurance  
$1,000,000 per occurrence

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 Insured’s, 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.

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

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

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

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

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

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

Q. Change of Ownership/Name, Litigation Status, Conflict 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 Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

R. Force Majeure: Contractor shall not be assessed or be found in breach 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.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions,
ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight: 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.

V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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

X. Interpretation: This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party 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.

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees 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.

Z. 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 Indemnities”) 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 Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
AA. Audits/Inspections: Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for three (3) years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

5. 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.

6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. Conflict of Interest – 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.

8. 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.

9. 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 such action. 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.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. Contractor’s Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. 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.

14. 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.

15. Cooperative Agreement: 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.

16. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written
consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. 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 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.

18. 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.

19. 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
The 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

20. 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.

21. 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.

22. 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.

23. 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 subsequently 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.

24. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Siemens Industry, Inc.
10775 Business Center Drive
Cypress, CA  90630
Attn: Yesica Millan, Contract Administrator
Ph:  657-337-6887
Email: yesica.millan_ortiz@siemens.com

County: Sheriff-Coroner Department/ Facilities Operations
431 The City Drive South
Orange, CA  92868
Attn: Elizabeth Ochoa
Ph:  714-935-6841
Email: elochoa@ocsd.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA  92703
Attn: Yvette Torres, Supervising PCS
Ph:  714-568-5791
Email: ytorres@ocsd.org
25. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

26. Termination — Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

27. 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.

28. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

29. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

31. Security Requirements:

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
2. Inquire as to past criminal felony convictions.
3. Ascertaining that those employees who are required to drive in the course of performing services hereunder have valid California driver’s licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.
B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.

2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.

3. Where such employee’s duties include driving a vehicle, absence of a valid California driver’s license or a DUI conviction within the prior two (2) years.

4. Usage of illegal controlled substances as defined by federal law.

C. If any of the problems identified with respect to Contractor’s employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR’S PERSONNEL REQUIREMENTS:

All employees must pass the County’s background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.

2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.

3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate “Contractor Security Clearance” information form for all Contractor’s employee who will be working on or who will need access to the Sheriff-Coroner’s facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor’s project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner’s facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.

4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve
months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.

5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner’s Department.

6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

7. County will not give Contactor the reason an individual’s clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.

2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
   a. Do not give names or addresses to inmates.
   b. Do not receive any names or addresses from inmates.
   c. Do not disclose the identity of any inmate to anyone outside the facility.
   d. Do not give any materials to inmates.
   e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).

3. Contractor’s personnel shall not smoke or use profanity or other inappropriate language while on site.

4. Contractor’s personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.

5. Failure to comply with these requirements is a criminal act and can result in prosecution.

6. Contractor’s personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

7. Contractor’s personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.

8. Contractor’s personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.

9. Contractor’s personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff’s Deputy.
10. Contractor’s personnel shall secure all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.

11. Contractor’s personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.

12. Contractor’s personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.

2. Contractor’s personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor’s personnel who are assigned to work in a Sheriff facility who are determined to have outstanding warrants or warrants may be detained by the Sheriff.

3. Contractor’s personnel shall immediately comply with all directions and orders issued by Sheriff’s personnel, other than changes regarding the quality or quantity of work, which will be controlled by County’s project manager.

4. Contractor’s personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.

5. Contractor’s personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor’s personnel to be held inside the facility until the incident is resolved by the Sheriff’s personnel.

6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

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

35. Labor Code Requirements: Contractor and all subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract. Contractor and all subcontractors must comply with the requirements of labor code section 1771.1(a), pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each subcontractor shall furnish electronic payroll records directly to the Labor
Commissioner in the manner specified in Labor Code Section 1771.4.

Contractor and any subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages in this locality as determined by the Director of Industrial Relations. County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Contract from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at County’s principal office. Copies may also be obtained from the State Office, Department of Industrial Relations or from the Department of Industrial Relations website: http://www.dir.ca.gov. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contractor.

If the Contract is federally funded, Contractor and any subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Contractor and any subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any subcontractor(s) shall be subject to a penalty in an amount up to $200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or subcontractor(s) under the Contractor.

Contractor shall comply with the provisions of Labor Code Sections 1775 (penalties for prevailing wage violations) and 1813 (forfeiture for overtime violations). Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5 or does not meet the requirements of that section, this Contract is governed by the provisions of Section 1777.5 and Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein. Contractor shall forfeit to COUNTY $25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815. Contractor and any subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

A. Contractor and any subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor(s) in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

B. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

C. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location.
and address of the records.

D. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any subcontractor fails to comply within the 10-day period, he, she or it shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. In the performance of the terms of this Contract and pursuant to Labor Code Section 1735, Contractor agrees that he/she/it will not engage in nor permit such subcontractors as he/she/it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified physically disabled individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

36. Bond: Contractor shall furnish, at time of signing the Contract, one (1) surety bond which shall protect the laborers and materialmen and shall be for one hundred percent (100%) of the value of the Contract; said bond to be first approved by the office of the County Counsel and the CEO Risk Manager of Orange County. Such bond shall be in the form provided in the Contract (Attachment C) and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California) acceptable to the County. (E.g., if bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by the County to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.
Signature Page

The Parties hereto have executed this Contract# MA-060-20011594 for Energy Management System Hardware/Software Maintenance and Repair Services on the dates shown opposite their respective signatures below.

Contractor*: Siemens Industry, Inc.

By: [Signature]  
Print Name: ANTHONY NOLAN  
Date: 8/11/20

Contractor*: Siemens Industry, Inc.

By: [Signature]  
Print Name: MARK SUNTAG  
Date: 8/11/20

*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.

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

County Of Orange
A political subdivision of the State of California

Sheriff-Coroner Department

By: [Signature]  
Print Name: [Signature]  
Date: [Signature]

Approved by the Board of Supervisors: [Signature]
ATTACHMENT A

Scope of Work

A. Scope of Services:

Contractor shall provide preventive maintenance, repair, and full parts coverage to the Energy Management System Hardware and Software services at the following locations:

Theo Lacy Facility
501 The City Drive S.
Orange, CA 92868

County’s Coroner Facility
1071 West Santa Ana Boulevard
Santa Ana, CA 92703

Services to be provided are as follows:

1. System performance Services On-Line / On-Site
   a. On-Line systems troubleshooting and Diagnostics: Contractor shall provide system and software troubleshooting and diagnostics via modem. Contractor shall furnish, and install the necessary on-line service equipment to enable Contractor's local office to remotely log-on to the County's system Insight Server via regular voice grade dial up phone line.

2. Software and Equipment Services
   a. Apogee Upgrades: Contractor shall upgrade the Apogee software one (1) time per year based on latest available version.
   b. Insite® Graphics Backup: Contractor shall backup the insight graphics database four (4) times per year per the schedule provided to the Contractor by the County Project Manager. In the event of hardware failure, Contractor shall reload the graphics database and system file from the Contractor’s current backup copy within 24 hours after notification by County.
   c. Field Panel Database/System file Backup: Contractor shall backup each field panel database and system file four (4) times per year. In the event of memory loss, Contractor shall reload the database from Contractor’s current backup copy within 24 hours after notification by County.
   d. Field Panel Database/System File Backup: Contractor shall backup each field panel database and system file four (4) times per year. In the event of memory loss, Contractor shall reload the database from Contractor’s current backup copy within 24 hours after notification by County.
   e. System Preventive Maintenance: Contractor shall perform preventive maintenance in accordance with a program of standard maintenance routines as determined by the Contractors.
experience, equipment application, location, and the manufacturer’s recommendations. Contractor shall provide Preventive Maintenance services as follows: The Lacy facility - twelve (12) eight (8)-hour visits per year, Coroner Division – four (4) eight (8)-hour visits per year.

f. Corrective Maintenance and Component Replacement: Contractor shall repair or replace failed or worn components when determined by Contractor to be faulty, to minimize obsolescence and to maintain the County’s system in peak operating condition. Contractor will furnish and install Apogee software update to maintain or improve present performance within the functional capabilities of existing system. Components that are suspected of being faulty may be repaired or replaced in advance to prevent system failure. Labor and material costs shall be included within the scope of this technical support program.

3. System Performance Services-Review and Evaluation

a. Account Management: Contractor shall provide dedicated account management to coordinate the delivery of service, offer technical assistance for system programs and engineered control strategies, and implement the quality assurance program.

4. Owner Training

a. On-Site During Scheduled Site Visits: Contractor shall provide eight (8) hours of operator training during the contract year at each facility for a total of sixteen (16) hours during each contract year.

5. Emergency Options for System Performance Services

a. Response Window: Contractor shall provide emergency service between scheduled preventive maintenance calls, Monday through Sunday, twenty-four (24) hours a day to minimize downtime. Emergencies shall be determined by the County and Contractor.

b. On-Line Response Time: Contractor shall respond via modem within two (2) hours to requests for corrective maintenance during the emergency call window specified. If remote diagnosis determines a site visit is required to complete troubleshooting procedures, contractor will be on-site within the response time selected below.

c. On-Site Response Time: Contractor shall be on-site to provide emergency service within four (4) hours. Non-emergency calls, as determined by the County and Contractor shall be incorporated into the next scheduled preventive maintenance visit.

6. Documentation and Quality Assurance

a. Documentation of All Service Provided: Contractor shall document each on-line and on-site service call and furnish County with a copy of the documentation showing time, date, and brief description of service activity. Work orders for on-site system preventive maintenance shall list the inspection date, individual to report to, equipment identification, equipment location, work to be performed, and any special instructions.
b. Quality Assurance Program: Contractor shall meet with County staff one (1) time per year at each facility to evaluate system performance and County’s satisfaction with the quality of service that is being provided under the Technical Support Program.

7. List of Equipment Subject to the Maintenance Contract:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Equipment – Theo Lacy Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>PXCM’s (Barracks G, and H, and Administration)</td>
</tr>
<tr>
<td>1</td>
<td>Insight Server PC w/TOS and Client PC</td>
</tr>
<tr>
<td>1</td>
<td>Printer</td>
</tr>
<tr>
<td>1</td>
<td>Outside Air Humidity Sensor</td>
</tr>
<tr>
<td>2</td>
<td>MBC Smoke Control Panel (Lobby &amp; IPB)</td>
</tr>
<tr>
<td>15</td>
<td>Unitary Controllers (Admin Air Handler 1-15)</td>
</tr>
<tr>
<td>1</td>
<td>SCU (Stand-alone unit) IPB Bldg.</td>
</tr>
<tr>
<td>1</td>
<td>Trunk Interface</td>
</tr>
<tr>
<td>2</td>
<td>FLNC Panels #2, 3</td>
</tr>
<tr>
<td>4</td>
<td>PXM’s (Panels # 1, 7, 9, and A-E Barracks)</td>
</tr>
<tr>
<td>All</td>
<td>Digital Point Unit (Admin, Inmate Program Building)</td>
</tr>
<tr>
<td>All</td>
<td>Duct Static Pressures sensors</td>
</tr>
<tr>
<td>All</td>
<td>Room (space) temp sensor</td>
</tr>
<tr>
<td>All</td>
<td>Duct Sensors</td>
</tr>
<tr>
<td>All</td>
<td>Pipe Sensors</td>
</tr>
<tr>
<td>All</td>
<td>Current Switches</td>
</tr>
<tr>
<td>All</td>
<td>Differential Pressure Switches</td>
</tr>
<tr>
<td>4</td>
<td>Modems</td>
</tr>
<tr>
<td>All</td>
<td>Electronic Dampers Actuators</td>
</tr>
<tr>
<td>All</td>
<td>Electronic Valves Actuators</td>
</tr>
<tr>
<td>All</td>
<td>Terminal Equipment Controllers (Mod J, Kitchen, Pod A)</td>
</tr>
<tr>
<td>Quantity</td>
<td>Equipment – Coroner Division</td>
</tr>
<tr>
<td>----------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Modular Building Controller</td>
</tr>
<tr>
<td>3</td>
<td>Modular Equipment Controllers</td>
</tr>
<tr>
<td>4</td>
<td>Cubic Feet per Minute Sensors</td>
</tr>
<tr>
<td>2</td>
<td>Space Sensors</td>
</tr>
<tr>
<td>1</td>
<td>Modem</td>
</tr>
<tr>
<td>3</td>
<td>Outside Air Sensors</td>
</tr>
<tr>
<td>6</td>
<td>Duct Sensors</td>
</tr>
<tr>
<td>6</td>
<td>Static Pressure Sensors</td>
</tr>
<tr>
<td>12</td>
<td>Immersion Sensors</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Equipment list</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Edwards Panel (Pod C (1), Pod B (1), Pod A (2))</td>
</tr>
<tr>
<td>3</td>
<td>Enunciators (Lobby)</td>
</tr>
<tr>
<td>18</td>
<td>Mechanical Equipment Controllers (7 Panels on Pod C, 11 Panels on Pod A)</td>
</tr>
</tbody>
</table>

**Pod B Equipment list**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Damper Actuators</td>
</tr>
<tr>
<td>20</td>
<td>Electric Actuators</td>
</tr>
<tr>
<td>10</td>
<td>Temp Duct RTD’s</td>
</tr>
<tr>
<td>10</td>
<td>Transducer Air Velocities</td>
</tr>
<tr>
<td>10</td>
<td>Current Transducers</td>
</tr>
<tr>
<td>10</td>
<td>Electric Flow Rite Valves</td>
</tr>
<tr>
<td>10</td>
<td>MEC’s w/FLN</td>
</tr>
<tr>
<td>10</td>
<td>TEC Controllers</td>
</tr>
<tr>
<td>3</td>
<td>HP TEC Controllers</td>
</tr>
<tr>
<td>2</td>
<td>VAV TEC Controllers</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>12</td>
<td>Current Sensors</td>
</tr>
<tr>
<td>2</td>
<td>CO2 Sensors</td>
</tr>
<tr>
<td>1</td>
<td>Trunk Interface Device</td>
</tr>
<tr>
<td>1</td>
<td>Personal Computer</td>
</tr>
<tr>
<td>1</td>
<td>Printer</td>
</tr>
<tr>
<td>1</td>
<td>Apogee Graphic Software</td>
</tr>
<tr>
<td>2</td>
<td>Water Differential Pressure Sensors</td>
</tr>
<tr>
<td>1</td>
<td>Gallon Per Minute (GPM) Flow Meter</td>
</tr>
<tr>
<td>7</td>
<td>Air Differential Pressure Sensors</td>
</tr>
<tr>
<td>62</td>
<td>Terminal Equipment Controllers</td>
</tr>
<tr>
<td>62</td>
<td>Space Thermostats</td>
</tr>
</tbody>
</table>
ATTACHMENT B
Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Energy Management System Hardware/Software Maintenance and Repair Services as set forth in Attachment A, “Scope of Work”.

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. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

THEO LACY FACILITY:

Cost for Preventive Maintenance, Repair(s), and Parts for the Energy Management System Hardware and Software at the Theo Lacy Jail that is included in the Scope of Work shall be as follows:
- From September 1, 2020 through and including August 31, 2023: $164,016 3/ years/$4,556 monthly
- From September 1, 2023 through and including August 31, 2024: $56,592 per year/$4,716 monthly
- From September 1, 2024 through and including August 31, 2025: $58,550 per year/$4,880 monthly

Cost for Additional Services:
Additional services related to the system that are not included in the Scope of Work may be requested by the County.

Parts related to the system but not covered under this maintenance agreement can be purchased and paid against this contract. Parts sold to County by Contractor shall be at 67% discount from the Contractors catalog list price.

Technician Labor Rate for any additional services requested by the County which is not listed in this Contract shall be $200.00 / per hour.

Total Cost for Theo Lacy Facility:
Cumulative cost of all Preventative Maintenance, Repair(s), and Parts, and Additional Services (i.e., all single jobs, including materials, labor, taxes, and permits) performed under this Contract to the Energy Management System Hardware and Software at the Theo Lacy Jail shall be as follows:
- Contract shall not exceed $254,016 for the term of September 1, 2020 through and including August 31, 2023.
- Contract shall not exceed $66,592 for the term of September 1, 2023 through and including August 31, 2024.
- Contract shall not exceed $68,560 for the term of September 1, 2024 through and including August 31, 2025.
CORONER DIVISION:

Cost for Preventive Maintenance, Repair(s), and Parts for the Energy Management System Hardware and Software at the Coroner Facility that is included in the Scope of Work shall be as follows:

- From September 1, 2020 through and including August 31, 2023: $61,416 3 years / $1,706 monthly
- From September 1, 2023 through and including August 31, 2024: $21,192 per year / $1,766 monthly
- From September 1, 2024 through and including August 31, 2025: $21,936 per year/ $1,828 monthly

Cost for Additional Services:
Additional services related to the system may be requested by the County that are not included in this Scope of Work.

Parts related to the system but not covered under this maintenance agreement can be purchased and paid against this contract. Parts sold to County by Contractor shall be at 67% discount from the Contractors catalog list price.

Technician Labor Rate for any additional services requested by the County which is not listed in this Contract shall be $200.00 / per hour.

Total Cost for the Coroner Division:
Cumulative cost of all Preventative Maintenance, Repair(s), and Parts, and Additional Services (i.e., all single jobs, including materials, labor, taxes, and permits) performed under this Contract to the Energy Management System Hardware and Software at the Coroner Division shall be as follows:

- Contract shall not exceed $115,416 for the term of September 1, 2020 through and including August 31, 2023.
- Contract shall not exceed $27,192 for the term of September 1, 2023 through and including August 31, 2024.
- Contract shall not exceed $27,936 for the term of September 1, 2024 through and including August 31, 2025.

TOTAL CONTRACT NOT-TO-EXCEED AMOUNT:

For the Term of September 1, 2020 through and including August 31, 2023  
$369,432

For the term of September 1, 2023 through and including August 31, 2024  
$93,784

For the term of September 1, 2024 through and including August 31, 2025  
$96,496

3. Price Increase/Decreases: No price increases will be permitted during the first period of the price agreement. 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 – Payment in Arrears:** Invoices are to be submitted in arrears 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, if different from 1 above
   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
   h. Date of invoice
   i. Product/service description, quantity, and prices
   j. Sales tax, if applicable
   k. Freight/delivery charges, if applicable
   l. Total

Invoice and support documentation are to be forwarded to:

Sheriff – Coroner Department/Facilities Operations
Attn: Elizabeth Ochoa
9. Payment (Electronic Funds Transfer (EFT))
The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices
At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year’s Day, Martin Luther King Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor’s failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.
ATTACHMENT C

BOND
**SECTION II – DEPARTMENT INFORMATION**  (Complete in its entirety)

<table>
<thead>
<tr>
<th>Department: Sheriff-Coroner Department</th>
<th>Date: 01-10-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Siemens Industry, Inc.</td>
<td>Sole Source Bidsync Number: 060-C021550-YTSS</td>
</tr>
</tbody>
</table>

Is the above named vendor a retired employee of the County of Orange?  
☐ Yes  ☐ No  
If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.

| Contract Term (Dates): 09/01/2020 – 08/31/2023 | Is Agreement Grant Funded? ☐ Yes ☐ No | Percent Funded: 100
| Funding Source: 100-060-060-9484 | Proprietary? ☐ Yes ☐ No |

| Contract Amount: $359,452.00 | Is this renewable? If yes, how many years? Yes, two years. |

| Type of Request: ☑ New ☐ Multi-Year ☐ Renewal ☐ Amendment ☐ Increase |

| Renewal Year: | Did vendor provide a sole source affidavit? ☑ Yes ☐ No |
| Board Date: 8/25/2020 | If yes, please attach |
| ASR Number: Supplemental | If not scheduled to go to the Board explain why? |

| Does Contract include Non-Standard Language? If yes, explain in detail: No |
| Was Contract Approved by Risk Mgmt.? No |
| Was Contract Approved by County Counsel? Yes |
| Were any exceptions taken? If yes, explain in detail. No |

☑ DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.

☐ Solicitation Exemption  
(For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)
SECTION III – SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.

   Energy Management System, Hardware and Software Maintenance and Repair Services for the Theo Lacy Jail and Coroner Facilities.

2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc. (This information may be obtained from the scope of work prepared by the County and the vendor’s proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.

   Energy Management System, Hardware and Software Maintenance and Repair Services for the Theo Lacy Jail and Coroner Facilities. Vendor will provide 24 hour round the clock system and software system trouble shooting and diagnostic via on-line modem. Existing on-line equipment, plus Siemens Apogee 3X system updates enable contractor’s local office to remotely log-on to the County Apogee Management System. Vendor will perform field panel inspection, diagnostics, analyze results and make recommendations for all 62 terminal equipment controllers. Vendor will provide 2 hours emergency response for on-line service and 4 hours emergency response for on-site service. Vendor will perform preventive maintenance and will repair or replace failed or worn components to maintain the system in peak operating condition. This contract has been approved by the Board of Supervisors as follows:

   ASR# 15-000968, 8/25/15
   ASR# 17-000640, 7/11/17
   ASR# S39D, 8/27/19

3. Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County’s requirements. Include vendor affidavit and/or other documentation which supports your sole source. (Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.

   Siemens is the sole source for factory trained, authorized technicians and genuine factory replacement parts for Siemens electronic controls installed during construction of the Theo Lacy Facility. No other vendor or sources have been contacted because Siemens is a proprietary system; no other service providers are available to support this proprietary system.
4. How does recommended vendor’s prices or fees compare to the general market?
Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

There is no comparison to the general market, only the manufacturer provides these products and services with this agreement.

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

This equipment is critical for the proper operation of the HVAC System. The alternative would be to remove the Siemens system in its entirety and install another brand at a prohibitively high cost.

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

Upon a google and Dun & Bradstreet search, contractor has had no prior litigation. County Counsel reviewed and approved to move forward with the renewal. No judgments or name change noted.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? ☐ Yes  ☒ No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

N/A

8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption)
Attach additional sheet if necessary.

N/A
Procurement

Sole Source Request Form

Sole Source Bidsync # 060-C021328-YT

SECTION IV – AUTHOR/REQUESTOR

Signature: Matthew Monzon
Print Name: Matthew Monzon
Date: 07.23.2020

SECTION V – CEO Human Resource Services APPROVAL
(Review and approval is required when vendor is a Retired, Former Employee.)

Signature: 
Print Name: 
Date:

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: Fredericke Ross
Print Name: Fredericke Ross
Date: 8/3/2020

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: Brian Wayt
Print Name: Brian Wayt
Date: 7/27/20

SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed $250,000, Capital Assets and services exceeding $75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

| Board of Supervisor Notification Date: |
| Comments: |

CPO: □ Approved  □ Denied | CFO: □ Approved  □ Denied

CPO Authorized Signature:  Date:  CFO Authorized Signature:  Date:

Sole Source Form (Rev 9/18/19)
Contract Summary Form

Siemens Industry, Inc.

Summary of Significant Changes

N/A

Subcontractors

This contracts do not include subcontractors or pass through to other providers.

Contract Operating Expenses

See attached excerpt from the contract, which details the pricing in the not to exceed amount of $369,432.
August 18, 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 August 25, 2020, Board Hearing.

Agency:   Sheriff-Coroner
Subject:  FY 2019-20 Federal Equitable Sharing Agreements and Certifications
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this Supplemental Item be placed on the August 25, 2020, Board agenda to ensure yearly compliance with the federal Equitable Sharing Agreement & Certification as directed by the United States Department of Justice and the Department of the Treasury. 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: 8/25/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Jeff Hallor (714) 647-1804
                                           Mark Stichter (714) 647-7041

SUBJECT: FY 2019-20 Federal Equitable Sharing Agreements and Certifications

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

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

Staffing Impact: N/A  # of Positions: N/A  Sole Source: N/A
Current Fiscal Year Revenue: N/A  Funding Source: N/A  County Audit in last 3 years: 2019

Prior Board Action: 8/27/2019 #S39C, 8/14/2018 #S27C, 8/22/2017 #S55A, 10/25/2016 #7

RECOMMENDED ACTION(S)

1. Approve and authorize the execution of the Federal Equitable Sharing Agreement and Certification for the FY 2019-20, pertaining to federally forfeited property or proceeds of such property received for the Sheriff-Coroner Department.

2. Approve and authorize the execution of the Federal Equitable Sharing Agreement and Certification for FY 2019-20, pertaining to federally forfeited property or proceeds of such property received for the Regional Narcotics Suppression Program.

SUMMARY:
Approval of the Federal Equitable Sharing Agreement and Certifications for the Sheriff-Coroner Department and the Regional Narcotics Suppression Program will allow the Sheriff-Coroner to comply with the guidelines of the Federal Equitable Sharing Program.
BACKGROUND INFORMATION:

The Sheriff-Coroner Department (Sheriff), and the multi-agency Regional Narcotics Suppression Program (RNSP), which is administered by Sheriff participate in the Federal Equitable Sharing Program. The Federal Equitable Sharing Program is a United States Department of Justice and Treasury program designed to enhance cooperation among federal, state and local law enforcement agencies through the sharing of proceeds resulting from federal narcotics forfeitures. The Federal Equitable Sharing Agreement and Certification are required for participation in the Federal Equitable Sharing Program. The documents pertain to narcotics forfeiture assets that are received by and are attributable to the law enforcement efforts of the Sheriff and RNSP.

The Federal Equitable Sharing Agreement and Certification (ESAC) binds Sheriff and the Board of Supervisors (Board) to the statues and guidelines that regulate shared assets for participating in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited property or proceeds from such property that is equitably shared. The ESAC indicates that Sheriff and the Board certify that the accounting of funds received and spent by Sheriff and on behalf of RNSP during the preceding fiscal year is accurate and in compliance with the guidelines and statues that govern the equitable sharing program.

If the recipient agency fails to comply with the provisions of the ESAC, the recipient agency could be barred from further participation in the sharing program; could be subject to civil actions to enforce the agreements; or, where warranted, could be subject to federal criminal prosecution for false statements or fraud involving theft of federal program funds.

Macias, Gini & O’Connell LLP (MGO) conducted the annual Single Audit (Audit) for the year ended June 30, 2018. The Audit disclosed that six equipment purchases did not reconcile with the location indicated on Sheriff’s property records, one equipment purchase did not have the correct serial number on Sheriff’s property records and six assets were not tagged with an asset identification number for tracking purposes. It was recommended that Sheriff make the appropriate corrections. Sheriff complied with the request.

Additionally, Department of the Treasury conducted an audit of RNSP in 2019 for fiscal years ending in 2015, 2016 and 2017. Department of the Treasury had on audit finding: In FY 2014-15, RNSP overstated Treasury equitable sharing receipts by $5,477.09. To correct this error, RNSP was directed to amend its most recently filed ESAC and report $5,477.09 on Line M, Non-categorized expenditures. RNSP complied with the directive.

The Board has approved past ESACs on August 27, 2019, August 14, 2018, August 22, 2017, and October 25, 2016. The reports that are required to be submitted are based on data collected through the FY and are made available in late July. Sheriff requests that the Board approve the ESACs for FY 2019-20 as referenced in the Recommended Actions. The ESACs are submitted electronically; the Sheriff-Coroner has reviewed and approved the FY 2019-20 ESACs.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - FY 2019-20 Agreement & Certification for the Sheriff-Coroner Department
Attachment B - FY 2019-20 Agreement & Certification for RNSP
# Equitable Sharing Agreement and Certification

**NCIC/ORI/Tracking Number:** CA03000000  
**Agency Name:** Orange County Sheriff-Coroner Department  
**Mailing Address:** 320 N. Flower St. Suite 108  
Santa Ana, CA 92703  
**Agency Finance Contact**  
**Name:** Kiltz, Tami  
**Phone:** 7146684403  
**Email:** tkiltz@ocsd.org  
**Jurisdiction Finance Contact**  
**Name:** Van Otterloo, Ryan  
**Phone:** 7148346677  
**Email:** rvanotterloo@ocsd.org  
**ESAC Preparer**  
**Name:** Kiltz, Tami  
**Phone:** 7146684403  
**Email:** tkiltz@ocsd.org  
**FY End Date:** 06/30/2020  
**Agency FY 2021 Budget:** $7,515,454.00

## Annual Certification Report

### Summary of Equitable Sharing Activity

<table>
<thead>
<tr>
<th>Activity</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Beginning Equitable Sharing Fund Balance</td>
<td>$8,876,616.16</td>
<td>$2,024,538.37</td>
</tr>
<tr>
<td>2. Equitable Sharing Funds Received</td>
<td>$5,177,176.30</td>
<td>$330,679.28</td>
</tr>
<tr>
<td>3. Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>4. Other Income</td>
<td>$63,937.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>5. Interest Income</td>
<td>$0.00</td>
<td>$33,953.91</td>
</tr>
<tr>
<td>6. Total Equitable Sharing Funds Received (total of lines 1-5)</td>
<td>$14,117,729.96</td>
<td>$2,394,171.56</td>
</tr>
<tr>
<td>7. Equitable Sharing Funds Spent (total of lines a - n)</td>
<td>$1,721,799.38</td>
<td>$848,274.87</td>
</tr>
<tr>
<td>8. Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)</td>
<td>$12,395,930.58</td>
<td>$1,545,896.69</td>
</tr>
</tbody>
</table>

1. Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA  
2. Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

### Summary of Shared Funds Spent

<table>
<thead>
<tr>
<th>Activity</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Law Enforcement Operations and Investigations</td>
<td>$601,180.04</td>
<td>$0.00</td>
</tr>
<tr>
<td>b. Training and Education</td>
<td>$18,098.91</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>c. Law Enforcement, Public Safety, and Detention Facilities</td>
<td>$179,548.50</td>
<td>$253,403.65</td>
</tr>
<tr>
<td>d. Law Enforcement Equipment</td>
<td>$143,301.39</td>
<td>$546,694.30</td>
</tr>
<tr>
<td>e. Joint Law Enforcement/Public Safety Equipment and Operations</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>f. Contracts for Services</td>
<td>$15,654.98</td>
<td>$1,453.95</td>
</tr>
<tr>
<td>g. Law Enforcement Travel and Per Diem</td>
<td>$29,045.43</td>
<td>$2,993.31</td>
</tr>
<tr>
<td>h. Law Enforcement Awards and Memorials</td>
<td>$554.61</td>
<td>$0.00</td>
</tr>
<tr>
<td>i. Drug, Gang, and Other Education or Awareness Programs</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>j. Matching Grants</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>k. Transfers to Other Participating Law Enforcement Agencies</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>l. Support of Community-Based Programs</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>m. Non-Categorized Expenditures</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>n. Salaries</td>
<td>$734,405.52</td>
<td>$42,329.66</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,721,799.38</strong></td>
<td><strong>$848,274.87</strong></td>
</tr>
</tbody>
</table>

Date Printed: 08/10/2020
### Equitable Sharing Funds Received From Other Agencies

<table>
<thead>
<tr>
<th>Transferring Agency Name</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
</table>

### Other Income

<table>
<thead>
<tr>
<th>Other Income Type</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale Proceeds</td>
<td>$63,937.50</td>
<td></td>
</tr>
</tbody>
</table>

### Matching Grants

<table>
<thead>
<tr>
<th>Matching Grant Name</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
</table>

### Transfers to Other Participating Law Enforcement Agencies

<table>
<thead>
<tr>
<th>Receiving Agency Name</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
</table>

### Support of Community-Based Programs

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Justice Funds</th>
</tr>
</thead>
</table>

### Non-Categorized Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
</table>

### Salaries

<table>
<thead>
<tr>
<th>Salary Type</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary - Overtime</td>
<td>$734,405.52</td>
<td>$42,329.66</td>
</tr>
</tbody>
</table>

### Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

### Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

### Single Audit Information

Independent Auditor
Name: Jessica Andersen, CPA
Company: Eide Bailly, CPSs & Business Advisors
Phone: (949) 420-5107          Email: jandersen@eidebailly.com

Date Printed: 08/10/2020
Were equitable sharing expenditures included on your jurisdiction’s prior fiscal year’s Schedule of Expenditures of Federal Awards (SEFA)?

YES ☑ NO ☐

Prior year Single Audit Number Assigned by Harvester Database: 24931020191
Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide) and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency’s governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the Guide and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency’s fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the Guide and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the Guide, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the Guide, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

Date Printed: 08/10/2020
7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes  ☒ No

Agency Head
Name: Barnes, Don
Title: Sheriff-Coroner
Email: ddbarnes@ocsd.org

Signature: ___________________________ Date: 8/10/20

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head
Name: Steel, Michelle
Title: Chairwoman, Board of Supervisors
Email: michelle.steel@hoa.ocgov.com

Signature: ___________________________ Date: __________________

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

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

By: ___________________________  Date: 8/14/20
# Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: CA0300045  
Agency Name: Regional Narcotics Suppression Program  
Mailing Address: PO Box 656  
Santa Ana, CA 92702

Agency Finance Contact  
Name: Kiltz, Tami  
Phone: 7146684403  
Email: tkiltz@ocsd.org

Jurisdiction Finance Contact  
Name: Van Otterloo, Ryan  
Phone: 7148346677  
Email: rvanotterloo@ocsd.org

ESAC Preparer  
Name: Kiltz, Tami  
Phone: 7146684403  
Email: tkiltz@ocsd.org

FY End Date: 06/30/2020  
Agency FY 2021 Budget: $6,890,190.00

## Annual Certification Report

<table>
<thead>
<tr>
<th>Summary of Equitable Sharing Activity</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Beginning Equitable Sharing Fund Balance</td>
<td>$397,918.26</td>
<td>$6,602.65</td>
</tr>
<tr>
<td>2 Equitable Sharing Funds Received</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>4 Other Income</td>
<td>$305.92</td>
<td>$0.00</td>
</tr>
<tr>
<td>5 Interest Income</td>
<td>$0.00</td>
<td>$129.55</td>
</tr>
<tr>
<td>6 Total Equitable Sharing Funds Received (total of lines 1-5)</td>
<td>$398,224.18</td>
<td>$6,732.20</td>
</tr>
<tr>
<td>7 Equitable Sharing Funds Spent (total of lines a - n)</td>
<td>$34,218.12</td>
<td>$3.93</td>
</tr>
<tr>
<td>8 Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)</td>
<td>$364,006.06</td>
<td>$6,728.27</td>
</tr>
</tbody>
</table>

1 Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA  
2 Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

## Summary of Shared Funds Spent

<table>
<thead>
<tr>
<th>Summary of Shared Funds Spent</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Law Enforcement Operations and Investigations</td>
<td>$3,165.98</td>
<td>$3.93</td>
</tr>
<tr>
<td>b Training and Education</td>
<td>$2,036.06</td>
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<tr>
<td>c Law Enforcement, Public Safety, and Detention Facilities</td>
<td>$960.94</td>
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<td>e Joint Law Enforcement/Public Safety Equipment and Operations</td>
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<td>i Drug, Gang, and Other Education or Awareness Programs</td>
<td>$0.00</td>
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</tr>
<tr>
<td>j Matching Grants</td>
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<td>$0.00</td>
</tr>
<tr>
<td>k Transfers to Other Participating Law Enforcement Agencies</td>
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</tr>
<tr>
<td>l Support of Community-Based Programs</td>
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</tr>
<tr>
<td>m Non-Categorized Expenditures</td>
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</tr>
<tr>
<td>n Salaries</td>
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<td><strong>Total</strong></td>
<td><strong>$34,218.12</strong></td>
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Date Printed: 08/10/2020
Members of the Task Force

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>NCIC/ORI/Tracking Number</th>
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<tr>
<td>Buena Park Police Department</td>
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<tr>
<td>California State University Fullerton Police Dept.</td>
<td>CA0302700</td>
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<tr>
<td>City Of Huntington Beach Police Department</td>
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<tr>
<td>City Of Newport Beach Police Department</td>
<td>CA0301400</td>
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<tr>
<td>Orange County Sheriff-Coroner Department</td>
<td>CA0300000</td>
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<tr>
<td>Orange Police Department</td>
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<tr>
<td>Santa Ana Police Department</td>
<td>CA0301900</td>
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<td>Tustin Police Department</td>
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Equitable Sharing Funds Received From Other Agencies

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<tr>
<th>Transferring Agency Name</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
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Other Income

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<td>$305.92</td>
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Matching Grants

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Transfers to Other Participating Law Enforcement Agencies

<table>
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<th>Receiving Agency Name</th>
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Support of Community-Based Programs

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Justice Funds</th>
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Non-Categorized Expenditures

<table>
<thead>
<tr>
<th>Description</th>
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Salaries

<table>
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<tr>
<th>Salary Type</th>
<th>Justice Funds</th>
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</table>

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.
Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor
Name: Jessica Andersen, CPA
Company: Eide Bailly, LLP
Phone: (949) 420-5107 Email: jandersen@iedebailly.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?
YES [X] NO [ ]

Prior year Single Audit Number Assigned by Harvester Database: 24931020191
Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide) and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the Guide and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the Guide and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the Guide, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the Guide, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

Date Printed: 08/10/2020
7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

- [ ] Yes
- [x] No

**Agency Head**

Name: Barnes, Don  
Title: Sheriff-Coroner  
Email: ddbarnes@ocsd.org

Signature: [Signature]  
Date: 8/10/20

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

**Governing Body Head**

Name: Steel, Michelle  
Title: Chairwoman, Board of Supervisors  
Email: michelle.steel@hoa.ocgov.com

Signature: [Signature]  
Date: 

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency’s budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

- [ ] I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Date Printed: 08/10/2020
MEMORANDUM

To: Clerk of the Board

From: Donald P. Wagner, Third District Supervisor

Date: Monday, August 24, 2020

RE: Deletion of Item S34D

I would like to delete item S34D from tomorrow’s Board Meeting, Tuesday August 25, 2020.
MEMORANDUM

To: Clerk of the Board

From: Donald P. Wagner, Third District Supervisor
       Todd Spitzer, Orange County District Attorney
       Don Barnes, Orange County Sheriff

Date: Wednesday, August 19, 2020

RE: Supplemental Agenda Item for August 25, 2020 Board of Supervisors Meeting;
Resolution in Support of Proposition 22

Please add a supplemental item to the agenda for the August 25, 2020 Board of Supervisors meeting. We will be seeking Board approval of a resolution supporting Proposition 22, the initiative that will enact into California law the Protect App-Based Drivers and Services Act.

Thank you.
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CA
SUPPPORTING PROPOSITION 22
AUGUST 25, 2020

WHEREAS, the impacts of restrictive legislation on the transportation network companies, like Uber and Lyft, have had unintended consequences on the economy, employment, and public safety; and

WHEREAS, since 2009, transportation network companies have provided employment for hundreds of thousands of California citizens and provided a reasonably-priced means of transportation; and

WHEREAS, transportation network companies have provided seniors and special need residents with convenient transportation to medical appointments; and

WHEREAS, transportation network companies provide for others who are without means of personal transportation; and

WHEREAS, transportation network companies provide over one million rides per day throughout California; and

WHEREAS, restaurants, entertainment venues, and airports rely on transportation network companies as a vital means of customer service and transportation; and

WHEREAS, the Orange County Sheriff’s Department, the Orange County District Attorney’s Office, and other local police departments support the use of Uber, Lyft, and other transportation network companies to reduce the number of DUI (Driving Under the Influence) incidents in Orange County; and

WHEREAS, transportation network companies have contributed to the reduction of DUI drivers and DUI-related traffic fatalities.

NOW, THEREFORE, BE IT RESOLVED that the County of Orange Board of Supervisors hereby supports Proposition 22 to protect public safety, promote economic prosperity, and to meet the transportation needs of Orange County residents.
August 19, 2020

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 25, 2020, Board Hearing.

Agency: County Executive Office
Subject: Retroactive Assignment, Novation and Consent Agreement and Amendment for Extension
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this Supplemental Item be placed on the August 25, 2020, Board agenda in order to change the business name, avoid payment delays, renew the master contract, and allow departments to renew their respective subordinate agreements without service interruptions. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

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

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

MEETING DATE: 08/25/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW:

Department Head Signature

DEPARTMENT CONTACT PERSON(S):
Adriana Nieto (714) 834-6816
Sapreena Leoso (714) 567-7363

SUBJECT: Retroactive Assignment, Novation and Consent Agreement and Amendment for Extension

CEO CONCUR

COUNTY COUNSEL REVIEW
Approved as to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes
Annual Cost: N/A

Current Year Cost: N/A
Sole Source: No

Staffing Impact: No

# of Positions: N/A

Current Fiscal Year Revenue: See Financial Impact Section

Funding Source: See Financial Impact Section

County Audit in last 3 years No

Prior Board Action: 12/15/2015 #29, 8/25/2015 #75

RECOMMENDED ACTION(S)

1. Authorize the County Procurement Officer or authorized Deputy to execute an Assignment, Novation and Consent Agreement to transfer and assign contract for Online Surplus Auction Services with GovDeals, Inc. to Liquidity Services Operations, LLC dba GovDeals, effective December 31, 2019.

2. Authorize the County Procurement Officer or authorized Deputy to execute Amendment #3 to renew contract for Online Surplus Auction Services with Liquidity Services Operations LLC dba GovDeals, effective October 1, 2020, through September 30, 2022.

SUMMARY:

Approval of the Assignment, Novation and Consent Agreement will ratify the assignment of Contract Number MA-017-16010175 from GovDeals, Inc. to Liquidity Services Operations LLC dba GovDeals, Inc. for the provision of Online Surplus Auction Services and approval of the renewal for two additional years
will allow the County to continue receiving online auction services for the auction of County capital asset surplus items.

BACKGROUND INFORMATION:

On August 25, 2015, your Board of Supervisors (Board) authorized the County Procurement Officer or authorized Deputy to execute Regional Cooperative Agreement MA-017-16010175 (Contract) with GovDeals, Inc. (GovDeals) for Online Surplus Auction Services, effective August 26, 2015, through and including September 30, 2020, renewable for an additional two-year term.

On December 15, 2015, your Board authorized the County Procurement Officer or authorized Deputy to execute Amendment #1 to Contract to include additional services and compensation.

On January 31, 2019, County and GovDeals administratively executed Amendment #2 to amend Article 5 - Change of Ownership.

On February 28, 2020, the County Procurement Office (CPO) received a letter from GovDeals informing the County that Liquidity Services Operations LLC dba GovDeals (Contractor) had purchased substantially all of GovDeals’ assets, including the Contract with County of Orange, effective December 31, 2019. CPO conducted a thorough vetting of Contractor’s financial stability through CPO’s standard County practices and also determined the Contractor’s performance has been satisfactory.

Under Contract Policy Manual Section 3.1-118, in all cases where the result of the assignment is that the contracted entity has been released from further performance under the County Contract, Board approval is required. In addition to the Assignment, Novation and Consent Agreement, CPO is requesting authorization to renew the Contract for the additional two-year term.

As such, CPO requests the Board approve the retroactive Assignment, Novation and Consent Agreement to assign the Contract from GovDeals to Contractor and approve the two-year contract renewal, effective October 1, 2020, through September 30, 2022. The Contractor’s performance has been confirmed as at least satisfactory. CPO has verified there are no concerns that must be addressed with respect to Contractor’s ownership/name, litigation status or conflicts with County interests.

All Original Terms and Conditions of the Contract shall remain unchanged. This Contract does not currently include subcontractors or pass through to any other providers. See Attachment B for Contract Summary Form.

FINANCIAL IMPACT:

The quantities and types of capital assets sent to surplus vary from year to year. Based upon review of the surplus activities, the current Contract produced up to $2,500,000 worth of revenue to the County over the term of the Contract.

Revenue for this Contract is disbursed to departments, in which the sold surplus was originally purchased from.
STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Amendment #3 to Contract MA-017-1601075 and Assignment, Novation and Consent Agreement
Attachment B – Contract Summary Form
AMENDMENT #3
TO REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER MA-017-16010175
FOR
ONLINE SURPLUS AUCTION SERVICES

This Amendment Number Three (hereinafter “Amendment”) to Contract Number MA-017-16010175 is made and entered into upon execution of all necessary signatures by and between the County of Orange, a political subdivision of the State of California, (hereinafter “County”) and Liquidity Services Operations LLC dba GovDeals, with a place of business at 100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 37117, (hereinafter “Contractor”), which are sometimes referred to individually as “Party” or collectively as “Parties”.

ATTACHMENTS
This Amendment is comprised of this document and the following Attachment, which is attached hereto and incorporated by reference in the Contract:

Attachment D  Assignment, Novation and Consent Agreement

RECITALS

WHEREAS, County and GovDeals, Inc. (hereinafter “GovDeals”) entered into Contract Number MA-017-16010175 for Online Surplus Auction Services, effective August 26, 2015 through September 30, 2020 (hereinafter “Contract”); and

WHEREAS, County and GovDeals executed Amendment Number One to Contract to amend Attachment C – Revenue to include additional services and compensation; and

WHEREAS, County and GovDeals executed Amendment Number Two to amend Article S – Change of Ownership; and

WHEREAS, on February 28, 2020, GovDeals informed County that Contractor had purchased substantially all of GovDeals’ assets, including the Contract, effective December 31, 2019; and

WHEREAS, Paragraph I, Assignment or Sub-Contracting, of the Contract requires County’s express written consent to any assignment of the Contract and GovDeals has requested County’s consent of the assignment of the Contract from GovDeals to Contractor; and

WHEREAS, Contractor agrees to be bound by all of the terms and conditions of the Contract, as amended, as if it had been an original signatory to the Contract; and

WHEREAS, the Parties desire to incorporate the Parties’ Assignment, Novation and Consent Agreement into the Contract and to renew the Contract for two (2) years;

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

ARTICLES

1. Attachment D, entitled “Assignment, Novation and Consent Agreement”, is added to the Contract, effective December 31, 2019.
2. The Contract is renewed for a period of two (2) years, effective October 1, 2020 through September 30, 2022.

This Amendment modifies the Contract and Amendments No. 1 and No. 2, only as expressly set forth herein. Wherever a conflict in the terms or conditions of this Amendment, the Contract and Amendments No. 1 and No.2 exists, the terms and conditions of this Amendment shall prevail. In all other respects, the terms and conditions of the Contract, including its amendments, remain unchanged, in full force and effect.

-Signature page follows-
SIGNATURE PAGE

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

LIQUIDITY SERVICES OPERATIONS LLC*
DBA GOVDEALS

*If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

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

Steve Kranzusch
Print Name
Signature

Vice President and General Manager
Title
7/7/2020
Date

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

Mark Shaffer
Print Name
Signature

Vice President and Corporate Secretary
Title
7/7/2020
Date

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

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

By: ____________________________
Name: __________________________
Title: Deputy Purchasing Agent
Date: __________________________

APPROVED AS TO FORM, County Counsel, County of Orange, California

By: Brittany McLean
Name: BRITTANY McLEAN
Title: DEPUTY COUNTY COUNSEL
Date: 07/08/20
ATTACHMENT D

ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made and entered into as of the date fully executed (“Agreement”) by and among GovDeals Inc., with an address of 100 Capitol Commerce Blvd STE 110, Montgomery, AL 36117 (“Assignor”), Liquidity Services Operations LLC dba GovDeals, with an address of 100 Capitol Commerce Blvd STE 110, Montgomery, AL 36117 (“Assignee”), and the County of Orange, a political subdivision of the State of California, with an address of 1300 South Grand Avenue, Santa Ana, CA 92705 (“County”). Assignor, Assignee, and County are sometimes referred to herein individually as “Party” or collectively as “Parties”.

WHEREAS, County and Assignor entered into Regional Cooperative Agreement Number MA-017-16010175, effective August 26, 2015 through September 30, 2020 (the “Contract”), pursuant to which Assignor provides County Online Surplus Auction Services (the “Services”); and

WHEREAS, on February 28, 2020, Assignor informed County that Assignee had purchased substantially all of Assignor’s assets, including the Contract, effective December 31, 2019; and

WHEREAS, Paragraph I, Assignment or Sub-Contracting, of the Contract requires County’s express written consent to any assignment of the Contract; and

WHEREAS, Assignor wishes to transfer and assign its rights and obligations under the Contract to Assignee and has requested County’s consent to such an assignment; and

WHEREAS, Assignee wishes to acquire the Contract and to provide the Services to County in accordance with the terms and conditions of the Contract; and

WHEREAS, County is willing to release Assignor from the obligations under the Contract and to consent to Assignee assuming such obligations under the Contract; and

WHEREAS, the Parties desire to substitute Assignee in place of Assignor with respect to the Contract;

NOW THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. Assignor does hereby assign, transfer, and convey to the Assignee as of December 31, 2019 (the “Effective Date”) all of Assignor’s title, right, obligations, and interest in, to and under the said Contract.

2. Assignee hereby accepts such assignment of the Contract as of the Effective Date and agrees to assume all of Assignor’s duties and obligations in, to and under the Contract from and after the Effective Date.

3. County consents to the substitution and assignment of the Contract to Assignee in place and instead of Assignor from and after the Effective Date.
4. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties arising from performance of Assignee’s duties under the Contract that occur on or after the Effective Date.

5. Notwithstanding Paragraph 4 above, Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of County information to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Contract from and after the Effective Date.

6. Assignee agrees to defend and indemnify County and Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys’ fees and other costs of defense and damages, resulting from and related to the Contract from and after the Effective Date and subject to the terms of the Contract.

7. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys’ fees and other costs of defense and damages, resulting from and related to Assignor’s performance under the Contract prior to the Effective Date and subject to the terms of the Contract.

8. This Agreement constitutes the entire agreement concerning the assignment between the Parties and it may not be modified, altered or amended other than in writing executed by the Party sought to be charged thereby.

9. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.
SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE ASSIGNMENT, NOVATION AND CONSENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT, NOVATION AND CONSENT, AND THE PERSON SIGNING THIS ASSIGNMENT, NOVATION AND CONSENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPowered TO ENTER INTO THIS ASSIGNMENT, NOVATION AND CONSENT.

GOVDEALS, INC.
By:  
Name: Steve Kranzusch
Title: Vice President and General Manager
Date: 7/7/2020

By:  
Name: Mark Shaffer
Title: Vice President and Corporate Secretary
Date: 7/7/2020

LIQUIDITY SERVICES OPERATIONS, LLC
DBA GovDeals
By:  
Name: Steve Kranzusch
Title: Vice President and General Manager
Date: 7/7/2020

By:  
Name: Mark Shaffer
Title: Vice President and Corporate Secretary
Date: 7/7/2020

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

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

By:  
Name: Deputy Purchasing Agent
Title: Deputy Purchasing Agent
Date:

APPROVED AS TO FORM, County Counsel, County of Orange, California
By: Brittany McLean
Name: BRITTNAY MCLLEAN
Title: DEPUTY COUNTY COUNSEL
Date: 07/08/20

County of Orange
County Procurement Office
Page 6 of 6
File No: C002891
MA-017-18010175
Liquidity Services Operations LLC
DBA GovDeals
Contract Summary Form
Liquidity Services Operations LLC dba GovDeals

SUMMARY OF SIGNIFICANT CHANGES

1. Assignment of Contract from GovDeals, Inc. to Liquidity Services Operations LLC dba GovDeals as GovDeals Inc., and all its assets, were purchased by Liquidity Services Operations LLC dba GovDeals.

SUBCONTRACTORS

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

CONTRACT OPERATING EXPENSES

This is a revenue generating contract.
August 18, 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 August 25, 2020, Board Hearing.

Agency: OC Community Resources
Subject: Approve the “To Know Better” Orange County Anti-Hate Campaign Agreement
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this Supplemental Item be placed on the August 25, 2020, Board agenda as the contract is related to the County’s response to the COVID-19 pandemic and requires Board review as soon as possible. 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: 8/25/2020
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: OC Community Resources
DEPARTMENT HEAD REVIEW: Dylan Wright (714) 480-2788
DEPARTMENT CONTACT PERSON(S): Renee Ramirez (714) 480-6483

SUBJECT: Approve the “To Know Better” Orange County School Anti-Hate Campaign Contract

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: No Current Year Cost: $250,000 Annual Cost: N/A
Staffing Impact: No # of Positions: N/A Sole Source: N/A
Current Fiscal Year Revenue: N/A
Funding Source: Federal: 100% (CARES Act) County Audit in last 3 years No

Prior Board Action: 5/12/2020 #1

RECOMMENDED ACTION(S)
Authorize OC Community Resources Director or designee to execute Contract with the Orange County Human Relations Council to provide services supporting the Orange County Human Relations Commission’s “To Know Better” Orange County School Anti-Hate Campaign in an amount not to exceed $250,000, for the term of August 25, 2020, through December 30, 2020.

SUMMARY:
Approval of the Contract will promote tolerance, acceptance and push for awareness in response to the ongoing hate incidents stemming from the COVID-19 emergency and the corresponding public health orders.

BACKGROUND INFORMATION:
On May 12, 2020, the Orange County Board of Supervisors (Board) directed OC Community Resources to work with the Orange County Human Relations Commission (Commission) to support the anti-hate
campaign and return to the Board with a plan to reduce incidents of confrontation based on heritage as well as promoting cooperation and compliance with public health orders.

The Commission was created by the Board on February 24, 1971, and consists of 11 Commissioners. The mission of the Commission is to seek out the causes of tension and conflict, discrimination and intolerance and attempt to eliminate those causes. Additionally, the Commission receives and hears specific complaints and problems of discrimination; discusses each matter and when appropriate, makes findings and reports those findings, engages in research and education for the purpose of lessening and eliminating prejudice and its effects, coordinates and promotes educational programs, which will foster understanding among various groups within Orange County, and works for the development of constructive community educational programs to prevent future problems and provides assistance and referral services to individuals and groups, which will facilitate understanding and participation in the decision-making process of Orange County institutions.

Throughout the COVID-19 crisis many individuals are reporting experiences of racism and xenophobia. In Orange County some individuals, especially those with Asian backgrounds, have been targeted for discrimination and bias due to the virus first being identified in Wuhan, China. Major crises, such as a pandemic, raise people’s concern for personal safety, general health and creates heightened anxiety. One effect of this heightened anxiety is that it can intensify bias and discrimination as we start focusing our attention only on our own well-being. In response, the Commission designed the “To Know Better” anti-hate multimedia campaign to promote tolerance, acceptance, push for awareness, and to inspire students attending schools in Orange County to do the same.

Most COVID-19 education efforts focus on helping Orange County residents understand the virus effects, COVID-19 symptoms, protocols if you are exposed and/or become symptomatic and where to go for testing. This program focuses on education about the unintended consequences this virus has brought to the forefront in our County and across the nation. The objective of the program is to “To Know Better” in how individuals interact and treat each other, especially during times of crisis. Through the Program, the Commission is providing the opportunity for the younger generation of Orange County to lead in the message by promoting unity in the midst of the current health orders we are all faced with, including social distancing requirements and wearing face coverings.

**FINANCIAL IMPACT:**
On May 19, 2020, the Board appropriated $554 million to the Miscellaneous Fund to be expended in accordance with the Coronavirus Aid, Relief, and Economic Security requirements and Department of Treasury Guidance. The $250,000 allocated for this contract is part of the $554 million appropriation. Budget Control 012 will encumber the contract and be reimbursed from the County's CARES Act funding.

**STAFFING IMPACT:**
N/A

**ATTACHMENT(S):**
Attachment A - Contract with Orange County Human Relations Council
Attachment B - Contract Summary Form
CONTRACT NO. MA-012-21010273

FOR THE PROVISION OF

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT (H.R. 748)
“TO KNOW BETTER” ORANGE COUNTY SCHOOLS ANTI-HATE MULTI-MEDIA CAMPAIGN

BETWEEN

COUNTY OF ORANGE

AND

ORANGE COUNTY HUMAN RELATIONS COUNCIL

<table>
<thead>
<tr>
<th>CFDA#</th>
<th>FAIN#</th>
<th>PROGRAM/SERVICE TITLE</th>
<th>FUNDING AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>21.019</td>
<td>Pending</td>
<td>Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (H.R. 748)</td>
<td>U.S. Department of Health and Human Services</td>
</tr>
</tbody>
</table>
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Attachment C - Budget and Staffing Plan
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EXHIBITS
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Exhibit 2 – Debarment and Suspension Certificate
Exhibit 3 – Certification Regarding Lobbying
Exhibit 4 – Disclosure Form to Report Lobbying
Exhibit 5 – OC Community Resources Contract Reimbursement Policy
Contract No. MA-012-21010273
with
Orange County Human Relations Council
For
Coronavirus Aid, Relief, and Economic Security (CARES) Act (H.R. 748)
“To Know Better” Orange County Schools Anti-Hate Multi-Media Campaign

This Contract No. MA-012-21010273 for Coronavirus Aid, Relief, and Economic Security (CARES) Act (H.R. 748) – “To Know Better” Orange County Schools Anti-Hate Multi-Media Campaign (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and Orange County Human Relations Council, D-U-N-S No. 039841668, a California non-profit corporation, with a place of business at 1801 E. Edinger Ave., Suite 115, Santa Ana, CA 92705 (hereinafter referred to as “Subrecipient”), with a County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Federal Award Identification
Exhibit 1 – Drug Free Workplace Certification
Exhibit 2 – Debarment and Suspension Certificate
Exhibit 3 – Certification Regarding Lobbying
Exhibit 4 – Disclosure Form to Report Lobbying
Exhibit 5 – OC Community Resources Contract Reimbursement Policy

RECITALS

WHEREAS, Subrecipient and County are entering into this Contract for Coronavirus Aid, Relief, and Economic Security (CARES) Act (H.R. 748) – “To Know Better” Orange County Schools Anti-Hate Multi-Media Campaign under a cost reimbursement Contract; and

WHEREAS, County solicited, under the Resolution of the Board of Supervisors of Orange County, California Authorizing Emergency Contracting Authority dated April 21, 2020, this Contract for County of Orange OC Community Services as set forth herein, and Subrecipient represented that it is qualified to provide CARES Act (H.R. 748) – “To Know Better” Orange County Schools Anti-Hate Multi-Media Campaign to the County as further set forth herein; and

WHEREAS, Subrecipient agrees to provide CARES Act (H.R. 748) – “To Know Better” Orange County Schools Anti-Hate Multi-Media Campaign to the County as further set forth in the Scope of Service, attached hereto as Attachment A; and
WHEREAS, County agrees to pay Subrecipient based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Subrecipient agrees to manage allotted funding set forth in the Budget and Staffing Plan, attached hereto as Attachment C; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into this CARES Act (H.R. 748) – “To Know Better” Orange County Schools Anti-Hate Multi-Media Campaign Contract with the Subrecipient to carry out certain program services and activities for the Fiscal Year 2020-21.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“Administrator” means the Executive Director, Orange County Community Services.

“Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)

“County’s Contract Administrator” means the Contract Manager who shall administer this Contract as is necessary or reasonable to comply with County policies.

“Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 200.425 and 45 CFR 75.2)

“DUNS Number:” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov.

“Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84, 200.425 and 45 CFR 75.2).

“Recoverable cost” means the state and federal share of the questioned cost.

“Subcontractor” and “subcontractor” means any entity that furnishes to Subrecipient services or supplies related 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 Contract Administrator.

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. Intentionally left blank

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 Subrecipient’s expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

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

G. Warranty: Subrecipient expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Subrecipient’s part to indemnify, defend and hold County and County Indemnities as identified in Paragraph Z below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the 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, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient 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. Subrecipient agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees 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 Subrecipient without the express written consent of County. Any attempt by Subrecipient 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, Subrecipient 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. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty, cost, expense or liability of any kind 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 Subrecipient. Exercise by County of its right to terminate the Contract for cause or without cause shall relieve County of all further obligation, cost, expense or liability of any kind.

1. Termination for cause includes, among other things, the County’s termination of the Contract in the event of:
   i. A violation of the law or failure to comply in a timely manner with any condition of this Contract;
   ii. Inadequate program performance;
   iii. Failure to comply with reporting requirements;
   iv. Evidence that Subrecipient is in such an unsatisfactory financial condition, as determined by County, as to endanger performance of this Contract, including the loss of other funding sources;
   v. Delinquency in payment of taxes or the costs of performance of this Contract in the ordinary course of business;
vi. Appointment of a trustee, receiver or liquidator for all or a substantial part of Subrecipient’s property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against Subrecipient;

vii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subrecipient’s assets or income;

viii. Bankruptcy proceedings of Subrecipient;

ix. Finding of debarment or suspension;

x. Material change in Subrecipient’s organizational structure;

xi. Any breach of Contract,

xii. Any misrepresentation, or fraud on the part of the Subrecipient;

County may terminate this Contract and be relieved of the payment of any compensation to Subrecipient.

In the event of such termination, County may proceed with the work for which this Contract provides in any manner deemed proper by County. The cost to County of completing the work for which this Contract provides shall be deducted from any sums due Subrecipient under this Contract but Subrecipient shall not be relieved of liability. Notwithstanding the above, Subrecipient shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Contract by Subrecipient, and County may withhold any payments to Subrecipient until such time as the exact amount of damages due County from Subrecipient is determined.

2. Termination for convenience. County may terminate this Contract, without cause, upon thirty (30) days written notice to Subrecipient, except County may terminate this Contract for failure of any of the funding contingencies set forth in Paragraph BB, Contingency of Funds, upon ten (10) days written notice to Subrecipient.

3. Return of funds. Subrecipient agrees that upon expiration or notice of termination of this Contract or dissolution of Subrecipient’s entity, Subrecipient shall, immediately upon written demand, return to County all funds paid to Subrecipient by County, which are not payable for goods or services delivered prior to the termination or expiration of this Contract or the dissolution of Subrecipient’s entity.

4. Cancellation of commitments/termination claim. After receipt of notice of termination, Subrecipient shall cancel outstanding commitments required by this Contract.

i. With respect to the above-cancelled commitments, Subrecipient agrees to provide, within ten (10) days of a notice of termination, a plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval of Administrator.

ii. Subrecipient shall submit a termination claim to Administrator promptly after receipt of a notice of termination, but in no event later than sixty (60) days from the effective date thereof unless an extension, in writing, is granted by Administrator.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the
other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. **Performance Warranty:** Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Subrecipient under this Contract. Subrecipient 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, Subrecipient shall be fully responsible for all work performed by subcontractors.

O. **Insurance Requirements:**

Prior to the provision of services under this Contract, the Subrecipient agrees to purchase all required insurance at Subrecipient’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Subrecipient 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 Subrecipient pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Subrecipient.

Subrecipient shall ensure that all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall be covered under Subrecipient’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Subrecipient under this Contract. It is the obligation of Subrecipient 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 Subrecipient 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 Subrecipient’s current audited financial report. If Subrecipient’s SIR is approved, Subrecipient, 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 Subrecipient’s, its agents, employee’s or
subcontractor’s performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and

2) Subrecipient’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 Subrecipient’s SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

If the Subrecipient 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 Subrecipient shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
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<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
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<tr>
<td>for owned, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims-made</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>Sexual Misconduct</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Employee Dishonesty</td>
<td>$100,000 per occurrence</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 Subrecipient’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

2) A primary and non-contributing endorsement evidencing that the Subrecipient’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.

Subrecipient 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 Subrecipient’s Professional Liability and Network Security & Privacy Liability are “Claims-Made” policy(ies), Subrecipient 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 Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Subrecipient 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 Subrecipient in writing of changes in the insurance requirements. If Subrecipient 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 Subrecipient, 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 Subrecipient's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interest:
Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient’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 terms of sale or other instruments of transfer to assume Subrecipient’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, Subrecipient has the duty to notify the County in writing of any change in the Subrecipient’s status with respect to name changes that do not require an assignment of the Contract. The Subrecipient is also obligated to notify the County in writing if the Subrecipient becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Subrecipient’s performance under the Contract, as well as any potential conflicts of
interest between Subrecipient and County that may arise prior to or during the period of Contract performance. While Subrecipient will be required to provide this information without prompting from the County any time there is a change in Subrecipient’s name, conflict of interest or litigation status, Subrecipient must also provide an update to the County of its status in these areas whenever requested by the County.

The Subrecipient 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 Subrecipient, this obligation shall apply to the Subrecipient’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Subrecipient’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure:** Subrecipient 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 Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.

S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient’s staff, agents and employees.

T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient’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. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Subrecipient agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Intentionally left blank**

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney’s fees, costs and expenses.
X. Interpretation: This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party 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 affect the purpose of the Parties and this Contract.

Y. Employee Eligibility Verification: The Subrecipient 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 Subrecipient 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 Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees, any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Subrecipient 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 Subrecipient, its agents, employees, affiliates or subcontractors, pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Subrecipient 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 Subrecipient 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 Subrecipient’s records before final payment is made.

Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Subrecipient agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Subrecipient 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 Subrecipient cease to exist as a legal entity, the Subrecipient’s records pertaining to this Contract shall be forwarded to the County’s Project Manager.

BB. Contingency of Funds: Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon State or Federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or Federal government 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 terminate upon ten (10) days written notice or modify this Contract without penalty.

CC. Expenditure Limit: The Subrecipient shall notify the County of Orange assigned Contract Administrator 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 written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK
Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure CARES Act (H.R. 748) – “To Know Better” Orange County Schools Anti-Hate Multi-Media Campaign from Subrecipient 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 August 25, 2020, and continue through December 30, 2020, unless otherwise terminated by the County.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. The costs for any renewal periods shall be substantially similar to the initial term of the Contract and continue to be reasonable and necessary for all renewals. In connection with a possible renewal, the County shall have the right to consider Subrecipient’s actual expenditures, the units of service, the current cost policy standards, and changes in program requirements, and Subrecipient shall, upon the County’s request, promptly provide to the County all documentation related to such items.

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

5. **Maximum Obligation:** The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is $250,000 as further detailed in the Budget and Staffing Plan, identified and incorporated herein by this reference as Attachment C.

6. **Amendments – Changes/Extra Work:** The Subrecipient shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient’s concurrence, to make changes at any time without changing the scope or price of the Contract.

   If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient’s ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later than ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.

7. **Breach of Contract:** The failure of the Subrecipient 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 Paragraph K herein;
b) Afford the Subrecipient 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 Subrecipient for and during the period in which the Subrecipient is in breach; and

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

8. **Conditions Affecting Work:** The Subrecipient 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 Subrecipient to do so will not relieve Subrecipient 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.

9. **Conflict of Interest – Subrecipient’s Personnel:** The Subrecipient 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 Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Subrecipient’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.

The Subrecipient shall not use moneys provided under this Contract to pay or reimburse any staff person of Subrecipient or any consultant to Subrecipient, if such staff person or consultant is a member of the Board of Directors, or other official governing body, of Subrecipient. Subrecipient shall further be subject to the full texts of local, State and federal conflict of interest statutes applicable to this Contract.

10. **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 Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.

11. **Service Contract – Follow-On Work:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.
13. **Subrecipient’s Project Manager and Key Personnel:** Subrecipient shall appoint a Project Manager to direct the Subrecipient’s efforts in fulfilling Subrecipient’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 Subrecipient’s Project Manager, in consultation and agreement with the County, 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, in consultation and agreement with the Director, shall have the right to require the removal and replacement of the Subrecipient’s Project Manager from providing services to the County under this Contract. The County’s Project Manager shall notify the Subrecipient in writing of such action. The Subrecipient 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 Subrecipient’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient’s Project Manager from providing further services under the Contract.

14. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient 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 Subrecipient after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

A. **Copyrights**

1. If any material funded by this Contract is subject to copyright, the State of California reserves the right to copyright such material and the Subrecipient agrees not to copyright such material, except as set forth in Paragraph 14(B) below.

2. The Subrecipient may request permission to copyright material by writing to the Director of OC Community Services. The OC Community Services will inform Subrecipient of the decision within approximately sixty (60) days of receipt of the request.

3. If the material is copyrighted with the consent of OC Community Services, the County reserves, and Subrecipient hereby grants to the County, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author. Subrecipient also hereby grants to the County, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The Subrecipient certifies that it has appropriate systems and controls in place to ensure that CARES Act (H.R. 748) and/or County funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
B. Rights in Data
1. The Subrecipient shall not publish or transfer any materials, as defined in Paragraph 14(B)(2) below, produced or resulting from activities supported by this Contract without the express written consent of the Director of OC Community Services. County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Subrecipient from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Contract, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract. The term does not include financial reports, or cost analyses and similar information incidental to contract administration, or the exchange of that information between OC Community Services to facilitate uniformity of contract and program administration on a statewide basis.

15. Licenses: At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

16. 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 Subrecipient’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:

1. The Subrecipient shall submit to the agency/department assigned Contract Administrator 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 Subrecipient’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient 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 Subrecipient believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this
Contract, including the delivery of goods and/or provision of services. The Subrecipient’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 Director. If the County fails to render a decision within 90 days after receipt of the Subrecipient’s demand, it shall be deemed a final decision adverse to the Subrecipient’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 Paragraph K herein.

17. **EDD Independent Subrecipient 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 receives 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 Subrecipients. An independent Subrecipient 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).

18. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient’s reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient’s reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.

19. **Non-Supplantation of Funds:** Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another.
source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.

20. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County’s staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

21. **Access and Records:** County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient’s activities, books, documents and papers (including computer records and emails) and to records of Subrecipient’s subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County’s designee, in conducting any audit at the location where said records and books of account are maintained.

22. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

23. **Reports/Meetings:** The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A. The County’s Project Manager and the Subrecipient’s Project Manager will meet on reasonable notice to discuss the Subrecipient’s performance and progress under this contract. If requested, the Subrecipient’s Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

24. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without advance written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the advance written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor and shall incorporate by reference the terms of this Contract. The Subrecipient shall select a subcontractor in accordance to Federal and/or State procurement standards. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any subcontractor.
All work performed by a subcontractor must meet the approval of the County of Orange. Additional Subcontract expectations identified in Attachment A.

25. **Equal Employment Opportunity:** The Subrecipient 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 Subrecipient 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 persons with disabilities persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to disabled persons in employment or in advancement in employment or otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disabilities 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 Subrecipient 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 disabled 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 persons with disabilities, Subrecipient 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.

26. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient 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 Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. 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.

27. **News/Information Release:** The Subrecipient 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.

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

For County:

OC Community Resources
OC Community Services
Project Manager
1300 S. Grand Ave. Bldg. B, 2nd Floor
Santa Ana, CA 92705-4407

OC Community Resources
Contract Development and Management
Contract Administrator
601 N. Ross St., 6th Floor
Santa Ana, CA 92701

For Subrecipient:

Orange County Human Relations Council
Alison Edwards, Chief Executive Officer
1801 E. Edinger Ave., Suite 115
Santa Ana, CA 92705

29. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.

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

31. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

32. **Default – Re-Procurement Costs:** In case of Contract breach by Subrecipient, resulting in termination by the County, the County may procure the goods and/or Services from other sources.
If the cost for those goods and/or services is higher than under the terms of the existing Contract, Subrecipient 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 Subrecipient. 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.

33. County Branding Requirements:

Publicity, Literature, Advertisement and Social Media

A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County’s name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County’s prior written consent is expressly prohibited.

B. Subrecipient may develop and publish information related to this Contract where all of the following conditions are satisfied:

1. Project Manager provides its written approval of the content and publication of the information at least 5 days prior to Subrecipient publishing the information, unless a different timeframe for approval is agreed upon by the Project Manager;

2. Unless directed otherwise by Project Manager, the information will include a statement that the program, wholly or in part, is funded through County, State and Federal government funds from the CARES Act (H.R. 748);

3. All project publicity shall include the following statement: “This project is funded in part through a grant from the CARES Act (H.R. 748), as allocated by the Orange County Board of Supervisors and administered by OC Community Services.” Additional instructions identified in Attachment A.

4. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
   a. any commercial product or service; and,
   b. any product or service provided by Subrecipient, unless approved in writing by Project Manager; and,

5. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the Project Manager. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at http://www.ocgov.com/gov/ceo/cio/govpolicies.
Program Specific Terms and Conditions:

34. **Debarment:** Subrecipient shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

35. **Lobbying Certification:**

   A. Subrecipient shall execute and abide by the terms of the “Certification Regarding Lobbying,” which is attached hereto as Exhibit 3 and incorporated herein by this reference. Subrecipient shall complete and immediately forward to the County’s Project Manager the “Disclosure Form to Report Lobbying,” a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if Subrecipient, or any person, firm or corporation acting on Subrecipient’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by Subrecipient pursuant to this Contract.

   B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.


36. **Fraud:** Subrecipient shall immediately report to the Project Manager, in writing, all suspected, alleged, or known instances and facts concerning possible fraud, abuse or criminal activity by either Subrecipient or its Subcontractor(s) under this Contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: http://ocgov.com/gov/risk/programs/antifraud.

   Subrecipient shall maintain records, documents, or other evidence of fraud and abuse until otherwise notified by County.

37. **Fiscal Appropriations:** This Contract is subject to and contingent upon available local, state, and/or federal funds and applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated, without penalty to the County.

38. **Fiscal Accountability:**

   A. Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Subrecipient’s system shall provide fiscal control and accounting procedures that will include the following:

      1. Information pertaining to sub-grant and Contract awards, obligations, unobligated balances, assets, expenditures, and income;

      2. Effective internal controls to safeguard assets and assure their proper use;
3. A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;

4. Source documentation to support accounting records; and

5. Proper charging of costs and cost allocation.

B. Subrecipient’s Records. Subrecipient’s records shall be sufficient to:

1. Permit preparation of required reports;

2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and;

3. Permit the tracking of any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.

39. Indirect Costs: The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient’s Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Subrecipients requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs. Indirect costs exceeding the maximum ten percent (10%) may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Subrecipient must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

40. Dissolution of Entity: Subrecipient shall notify County immediately of any intention to discontinue its existence or bring an action for dissolution.

41. Performance Standards: Subrecipient shall comply with and adhere to the performance accountability standards and general program requirements defined in Attachment A and applicable regulations. Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, County shall have the right to unilaterally modify this Contract to meet such requirements.

   A. Accepted professional standards. The performance of work and Services pursuant to this Contract by Subrecipient and its subcontractor’s, if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Subrecipient shall resolve all issues regarding the performance of Subrecipient and its subcontractor’s, if any, under this Contract using good administrative practices and sound judgment. Subrecipient shall be accountable to County for the proper use of funds provided to Subrecipient pursuant to this Contract and for the performance of all work and Services pursuant to this Contract.
B. Performance of Subrecipient. Subrecipient agrees to meet the performance standards listed in Attachment A.

Administrator or Subrecipient may transfer units of Service from one unit of Service to another unit of Service in Attachment “A” as long as the basic goals and objectives of the program are not altered, and prior written agreement is obtained by Subrecipient from Administrator. Administrator in its sole discretion may increase units of Service in Attachment A as a result of a contingency cost increase. Administrator in its sole discretion may decrease units of service in Attachment A as a result of a contingency cost decrease.

i. If Administrator determines that Subrecipient’s failure to provide the required levels of Service poses an immediate risk to the health or safety of the older adult clients who should benefit from Services provided by Subrecipient, and that the most effective method of protecting the interests of the older adults is to obtain the Services described herein from another source, County may terminate this Contract immediately in accordance with Paragraph K hereof and pursue all available legal remedies for breach of this Contract, including, but not limited to, the return by Subrecipient of all funds paid by County to Subrecipient that were not expended in accordance with this Contract.

ii. If Administrator determines that Subrecipient’s failure to provide the required levels of service poses an immediate risk to the health or safety of the older adults who should benefit from services provided by Subrecipient, and that the most effective method of protecting the interests of the older adults is to require full performance by Subrecipient of its duties hereunder, County may seek such injunctive relief against Subrecipient as is appropriate and pursue all other available legal remedies for breach of this Contract, including, but not limited to, the return by Subrecipient of all funds paid by County to Subrecipient that were not expended in accordance with this Contract.

iii. Administrator may demand, and Subrecipient shall submit upon demand, a corrective action plan that shall include an analysis of the causes of the problem, specific actions to be taken to correct the problem, and a timetable for each such action. The corrective action plan is to be submitted to Administrator within ten (10) days of the request from County and implemented in the required time frame. If Subrecipient does not carry out the required corrective action within the designated time frame, County shall have the right, in its sole discretion, to take any, or more than one, of the following actions:
   a. Terminate this Contract pursuant to Paragraph K hereof;
   b. Discontinue program support until such time as Subrecipient complies with the corrective action plan;
   c. Seek appropriate injunctive relief;
   d. Collect from Subrecipient all funds paid by County to Subrecipient that were not expended in accordance with this Contract;
   e. Collect from Subrecipient damages for breach of this Contract;
   f. Reduce the funding available to or hereunder; or
   g. Pursue any other available legal or equitable remedy against Subrecipient.
Within five (5) days of demand therefore, Subrecipient shall repay to County all funds paid by County to Subrecipient that were not expended in accordance with this Contract.

C. Reporting requirements

i. Subrecipient will be required to submit records, statistical information, financial reports, and program information in electronic or paper format as required by the County of Orange OC Community Services.

ii. Subrecipient shall retain all collected data for the periods specified in Paragraph 46 of this Contract. County has the right to review this documentation at any time during normal business hours.

iii. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.

iv. Subrecipient is required to collect and report program data to OC Community Services, including if applicable, properly registering every client receiving services under this Contract, in compliance with the data reporting system required by OC Community Services.

v. Data shall be collected by Subrecipient every time a service is delivered to a registered client. Data shall be reported to OC Community Services monthly, or as designated by Administrator.

vi. Subrecipient will also be required to submit to OC Community Services other records, statistical information, financial reports, invoices, and program information in electronic or paper format by the 10th of every month unless otherwise authorized by Administrator.

vii. If County-provided data collection equipment is provided; Subrecipient must maintain such equipment in a secure office environment.

viii. Within 10 days of award of this Contract the Subrecipient must inform OC Community Services of the designated primary and one back-up staff member who will be responsible for “a” through “e” below. The Subrecipient must inform the OC Community Services within 72 hours of any changes to this designation. New designee(s) will comply with systems training as designated by OC Community Services.

   a. Supervising the collection of, or collecting data from this program;
   b. Compiling collected data and reconciling it to data collected;
   c. Recording collected data in a format required by OC Community Services, using an application required by OC Community Services, if applicable;
   d. Distributing forms and reports to the responsible person and collecting completed forms; and
   e. As required, completing all required OC Community Services forms.

ix. Failure to comply with any portion of the system requirements as herein described violates the instructions and specifications as required by the County. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.
42. **Payments:**

Subrecipient agrees that any and all funds received under this Contract shall be disbursed on or before December 30, and that any and all funds remaining as of December 30, which have not been disbursed shall be returned by Subrecipient to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Subrecipient will be reimbursed by County if incurred after December 30.

Upon the effective date of this Contract, County shall make payment to Subrecipient in accordance with the following payment schedule:

A. **Monthly Payments:** Beginning September 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient’s invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient’s invoice so long as the total payments under this Contract do not exceed the Contract maximum obligation.

B. **County Discretion:** At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.

C. **Invoices:** Subrecipient shall provide monthly invoices by the 10th day following the month being reported. If the 10th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County.

The final, complete and correct, invoice must be received by the County no later than January 10, 2021. Any invoice received by the County after January 10, 2021, may not be paid.

D. **Advance Payment:** Notwithstanding Paragraphs 42.A and 42.B above, upon written request and justification of an immediate need based upon cash forecasting from Subrecipient, County may advance to Subrecipient a portion of County’s maximum obligation hereunder. The County’s Project Manager shall reduce the amount of monthly payments in the second and third months by an equal amount of any advance payment to recover any outstanding advance or part(s) thereof.

No payments will be authorized if any preceding month’s reports or invoices have not been received. Refer to Attachment B, Payment/Compensation for additional information.

43. **Budget and Staffing Plan:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.
44. **Modification of Budget and Staffing Plan:** Upon written approval, County shall have the authority to transfer allocated program funds from one category of the overall program Budget to any other category of the overall Budget. No such transfer may be made without the express prior written approval of County. Subrecipients will be limited to three (3) adjustments per year. Each modification shall be submitted to the Contract Manager no later than 10 days after the end of the first three quarters as necessary. County initiated adjustments do not count towards the three allowed modification each year.

45. **Annual Audit:** Subrecipient shall arrange for an independent audit to be performed by a Certified Public Accountant, for funds received from County.

46. **Audit Requirements:**

   A. Maintenance and retention. Subrecipient shall, at all times during the term of this Contract, maintain complete records (which shall include, but not be limited to, accounting records, grants, Contracts, agreements, letters of agreement, insurance documentation, memoranda and/or letters of understanding and client records) of its activities and expenditures hereunder in a form satisfactory to the State and County. All such records must be maintained and kept available by Subrecipient as follows:
   
   i. Until three (3) years after final payment under this Contract, or until an audit has occurred and an audit resolution has been reached, whichever is later, unless otherwise authorized in writing by County; or
   
   ii. For such longer period, if any, as is required by applicable statute, by any other Paragraph or Section of this Contract or by Paragraphs “B” or “C” below, or for such longer period as the State or County deem necessary.

   B. Termination of Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as set forth in this Paragraph “A” and “C”.

   C. Litigation, claims, etc. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and kept available until three (3) years after every action has been cleared to the satisfaction of County and so stated in writing to Subrecipient.

   D. Accounting records. Unless otherwise agreed in writing by Administrator, Subrecipient shall maintain accounting records to account for all funds received under this Contract. Said records shall be separate from the records for any other funds administered by Subrecipient and shall be kept in accordance with generally accepted accounting principles and procedures. Said records must contain information pertaining to receipt of funds for the program(s) for which this Contract provides, authorization to expend said funds, obligations, unobligated balances, assets, liabilities, outlays or expenditures, contributions, and third-party revenue. Said accounting records must be supported by source documentation (such as cancelled checks, paid bills, payrolls, time and attendance records, Contract and subcontract award documents, etc.), and adequate source
documentation of each transaction shall be maintained relative to the allowability of expenditures under this Contract. If the allowability of expenditures cannot be determined because records or documentation of Subrecipient are nonexistent or inadequate according to generally accepted accounting principles and procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.

E. Financial reporting requirements. Grant funds shall be identified separately. The County requires Subrecipient to discretely identify State, federal and local grant funding in the Statement of Revenues and Expenditures. In addition, the amounts reported on the Schedule of Revenue and Expenditures shall be displayed in accordance with the contract term.

F. Sub-contract provisions. Subrecipient shall place in all of its sub-contracts, if any, made pursuant to, and/or utilizing funds provided by, this Contract, provisions requiring the subcontractor: (1) to make available to County, State and federal officials all of its records with respect to the sub-contract at any time during normal business hours for the purpose of auditing, examining or making excerpts of such records and auditing all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by the sub-contract; and (2) to retain books, documents, papers, records and other evidence pertinent to the sub-contract for the period of time specified in this Paragraph “A”, “B”, and “C” above.

G. Audit.
   i. If Subrecipient expends more than $750,000 in federal funds during the term of this Contract, Subrecipient shall arrange for an audit to be performed, within one hundred fifty (150) days of the end of Subrecipient’s fiscal year and in accordance with 2 CFR Part 200, Subpart F, “Audit Requirements of States, Local Governments, and Non-Profit Organizations,” which is incorporated herein by reference. Furthermore, County retains the authority to require Subrecipient to submit a similarly prepared audit at Subrecipient’s expense even in instances when Subrecipient’s expenditure is less than $750,000.
   
   ii. Subrecipient shall take the following actions in connection with such audit:
      a. Ensure that appropriate corrective action is taken to correct instances of noncompliance with federal laws and regulations. Corrective action shall be taken within six months after County receives Subrecipient’s audit report;
      b. Adjust its own records as necessitated by the audit;
      c. Permit independent auditors to have access to its records and financial statements as is necessary for County or Subrecipient to comply with 2 CFR Part 200, Subpart F;
      d. Submit two copies of its audit reports to County no later than 30 days after completion of the reports;
      e. Procure audit services in accordance with 2 CFR Part, 215.40 (OMB Circular A-110) procurement standards and provide maximum opportunity for small and minority audit firms;
f. Include in Contract(s) with auditor(s) provisions that the auditor(s) will comply with all applicable audit requirements;
g. Include in its Contract with independent auditors a clause permitting representatives of County or the State to have access to the work papers of the independent auditors;
h. Provide to County, the Bureau of State Audits, and their designated representatives, the right to review and to copy all audit reports and any supporting documentation pertaining to the performance of this Contract, and the option to perform audits and/or additional work as needed;
i. Cooperate with and participate in any further audits which may be required by County or the State;
j. Ensure that its audit addresses all issues contained in any federal OMB Compliance Supplement that applies to its program;
k. Ensure that the audit is performed in accordance with Generally Accepted Government Auditing Standards -2 CFR 200.514 and 45 CFR 75.514, is performed by an independent auditor, and is organization-wide;

iii. Ensure that the audit is all-inclusive, i.e., it includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs in accordance with 2 CFR 200.515 and 45 CFR 75.515; If total funds awarded under this Contract equal or exceed $10,000, Subrecipient shall be subject to examination and audit, including interviews of its staff, by the County and State of California for a period of three (3) years after final payment under this Contract.

H. Final financial statement. Within thirty (30) days after termination of this Contract, Subrecipient shall submit to Administrator a final financial statement detailing all program expenditures and all income received during the term of this Contract or include such a final financial statement with Subrecipient’s final invoice and substantiating reports.

47. Non-Discrimination and Compliance Provisions:

A. State laws.

i. Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code §11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

ii. Subrecipient’s signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Subrecipient has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
iii. Subrecipient shall include the nondiscrimination and compliance provisions of this Paragraph 47 “A” in all sub-contracts to perform work under this Contract.

B. Title VI of Civil Rights Act. Subrecipient hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. Subrecipient hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.

C. Title VII of Civil Rights Act. Subrecipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.

D. Disability discrimination. Subrecipient shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.

E. Failure to comply. If Subrecipient fails to comply with the requirements of any Sub-Paragraphs of this Paragraph 47 Administrator may withhold payment to Subrecipient and/or terminate this Contract in accordance with Paragraph K.

48. Drug Free Workplace: Subrecipient shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 1 and incorporated herein by this reference.

49. D-U-N-S Number and Related Information: D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov.

The D-U-N-S Number must be provided to County at the County’s request and prior to the execution of this Contract. Subrecipient shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is “active,” with no active exclusions prior to execution of this Contract. If County cannot access the Subrecipient’s D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Subrecipient’s data entry for its D-U-N-S number, the Subrecipient must immediately update the information as required.
The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

50. **Modification of Program Components and Service Levels:** The Parties hereto agree that those program components and service levels detailed in Attachments A, B, C, and/or D may be modified upon mutual written agreement of the Director and Subrecipient so long as the total payments under this Contract are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachments A, B, C, and/or D then the County shall have the right to unilaterally modify this Contract to meet such requirements.

A. County may at any time, by written change order to Subrecipient, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions, and Contract term. Such change orders may be made when necessitated by changes in the Orange County OC Community Services operations or performance, the operations or performance of Subrecipient, or changes in applicable statutes, regulations or State of California or Federal mandates or directives.

Subrecipient and County shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the Contract. Subrecipient’s protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this Contract. Notwithstanding the foregoing, the price of services under this Contract shall not be increased except by written modification of this Contract indicating the new services and price of this Contract if applicable. Until the Parties reach agreement, Subrecipient shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Contract.

B. Subrecipient may request changes in the scope of performance or services under this Contract, by submitting a written request to Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. Project Manager will review the request and respond in writing within ten (10) business days. Project Manager’s decision whether to approve the request or request Board of Supervisors’ approval shall be final. County’s Contract Administrator may approve a request that meets all of the following criteria:
   i. It does not materially change the terms of this Contract, and
   ii. It is supported by adequate consideration to County.

Board of Supervisors’ action is necessary to approve a request from Subrecipient that does not satisfy all of the criteria listed above.

51. **Complaint Resolution Process and Grievance Procedures for Participants:** Intentionally left blank.
52. **Sectarian Activities:** Subrecipient certifies that this Contract does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.

53. **Policies and Procedures:** Subrecipient shall monitor its program for compliance with the provisions of this Contract. Subrecipient shall also comply with all applicable parts of County’s Policies and Procedures when applicable.

54. **Sweat-free Code of Conduct:** All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Subrecipient from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or County, the Department of Industrial Relations, or the Department of Justice to determine the Subrecipient’s compliance with the requirements under this paragraph.

55. **S.W.A.G:** The Subrecipient and its Subcontractor/Vendors shall comply with Governor’s Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as “S.W.A.G.” or “Stuff We All Get.”

56. **Corporate Status:** All corporate Subrecipients shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue service. The corporate Subrecipient shall maintain the good status standing with the Secretary of State of California throughout the term of this Contract. Any change in corporate status or suspension shall be reported by Subrecipient immediately in writing to County’s Project Manager. If Subrecipient fails to maintain good standing or has failed to be in good standing at the time of the effective date of this Contract, County, in addition to all remedies available under the law and this Contract, pursuant to Termination provision of this Contract, terminate this Contract for cause.

Subrecipient, by signing this Contract, does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient’s failure to comply with an order of a federal court which orders the Subrecipient to comply with an order of the National Labor Relations Board.

57. **Compliance with Other Laws:**

A. **Laws related to Contract.** Subrecipient and its subcontractors shall administer the program(s) funded by this Contract in accordance with this Contract, and with all
applicable local, State and federal laws, regulations, directives, guidelines and/or manuals.

**B. Laws applicable to Subrecipient’s operations.** Subrecipient and its subcontractors shall comply with all federal, State and local laws and regulations pertinent to their operations, including, but not limited to all statutes, ordinances, regulations, directives, guidelines and/or manuals pertaining to wages and hours of employment, occupational safety, fire safety, health and sanitation.

**C. Federal environmental laws.** If the amount of compensation Subrecipient shall receive under this Contract exceeds $100,000, Subrecipient and its subcontractors shall comply with all applicable orders or requirements issued under the following laws:
   i. Clean Air Act as amended (42 U.S.C. 7401)
   ii. Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)
   iii. Environmental Protection Agency Regulations (40 CFR 29, Executive Order 11738).

**D. State Energy Plan.** Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stats. 871).

**E. Withholding.** Subrecipient shall promptly forward payroll taxes, insurances and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

**F. Debarment.**
   i. Subrecipient shall not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/State assistance programs.
   ii. Subrecipient shall timely execute any and all amendments to this Contract or certificates or other required documentation relating to its subcontractors’ debarment/suspension status.

**G. State and local environmental and land use laws.**
   i. Subrecipient shall comply with the California Environmental Quality Act (CEQA) and Section 65402 of the Government Code, as may be required by the land use agency of jurisdiction. Subrecipient further agrees to provide Administrator proof that Subrecipient has complied with, and maintains compliance with, all zoning regulations and that Subrecipient has obtained, and is maintaining in full force and effect, all necessary licenses, permits, certifications, and authorizations to operate said programs at each location, or as may otherwise be approved by Administrator.
   ii. By signing this Contract, Subrecipient swears under penalty of perjury that Subrecipient is not:
      a. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
b. subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
c. finally determined to be in violation of provisions of federal law relating to air or water pollution.

H. Failure to comply. If Subrecipient fails to comply with the requirements of any Sections of this Paragraph 57, Administrator may withhold payment to Subrecipient and/or terminate this Contract in accordance with Paragraph K.

58. Focal Points: Intentionally left blank.

59. Covenant Against Contingent Fees:
1. The Subrecipient warrants that no person or selling agency has been employed or retained to solicit this Contract. There has been no agreement to make commission payments in order to obtain this Contract.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK
Signature Page

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Contract to be executed.

*ORANGE COUNTY HUMAN RELATIONS COUNCIL

By: __________________________  By: __________________________

Name: Alison Edwards            Name: __________________________

Title: CEO                      Title: __________________________

Dated: 8/17/2020                Dated: __________________________

*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.

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

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: __________________________  Dated: __________________________

    Dylan Wright, Director
    OC Community Resources

APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL

By: __________________________  Dated: 8/17/2020

    Deputy County Counsel
SCOPE OF SERVICES

“To Know Better”: An Orange County Schools Anti-Hate Multi-Media Campaign

A program designed by the Orange County Human Relations Commission (Commission) is in response to the ongoing hate incidents stemming from the COVID-19 pandemic and the corresponding public health orders.

1. Program Scope:

Major crises raise people’s concern for personal safety, general health, and heightened anxiety. One effect of this heightened anxiety is that it can intensify bias and discrimination as we start focusing our attention only on our own well-being. Throughout the COVID-19 crisis many individuals are reporting experience of racism and xenophobia. In Orange County, some individuals, especially those with Asian backgrounds, have been targeted for discrimination and bias due to the virus first being identified in Wuhan, China. In response, the Commission designed the “To Know Better” anti-hate multi-media campaign to promote tolerance, acceptance, push for awareness, and to inspire students attending schools in Orange County to do the same.

Most COVID-19 education efforts focus on helping Orange County residents understand the virus effects, COVID symptoms, protocols if you are exposed and/or become symptomatic, and where to go for testing. This program will focus on education about the unintended consequences this virus has brought to the forefront in our County and across the nation. The objective of the program is to “To Know Better” in how individuals interact and treat each other, especially during times of crisis. The Commission is providing the opportunity for the younger generation of Orange County to lead in this message by promoting unity in the midst of the current health orders we are all faced with, including social distancing requirements and wearing face coverings. Now more than ever, the importance of being understanding and obliging to the COVID safety and health guidance while remaining respectful and unbiased in this time of uncertainty, because the only way we will get on the other side of this pandemic is together.

2. Program Requirements:

Subrecipient shall provide, but not be limited to the following:

1.1. Subrecipient shall coordinate the “To Know Better” Anti-Hate Multi-Media campaign.

1.2. Draft comprehensive campaign guidelines and transmit material(s) to all middle and high schools in Orange County for the multi-media “To Know Better” anti-hate campaign.

1.3. Work with interested middle and high schools to develop and lead respective student groups to develop campaign contest submission.
Respective campaigns will inform, develop and launch individual campus wide “To Know Better” media campaigns.

1.4. Develop an online platform for schools to complete an entry form and submit their respective media campaigns for official submission.

1.5. Online platform shall house all the media campaigns produced by participating schools as well as resources including but not limited to the “To Know Better” tool kit.

1.6. Media Consultant shall develop a “To Know Better” website for public access to include campaign information and submissions.

1.7. Campaign submissions are to be sent to Media Consultant for reformatting and uploading to the “To Know Better” campaign website for public viewing access.

1.8. Media consultant shall develop a media buy plan that will include options and shall be approved by OC Community Services prior to execution. Metrics for approved media plan shall be provided to OC Community Services. Examples for media placement include YouTube, Snap Chat, Instagram, Facebook and other outlets.

1.9. Media consultant may develop additional media as needed. For example, if there are influencers that have messages important to a particular campaign, the consultant may produce additional materials.

1.10. Media consultant shall assure that all materials are made available in all the threshold languages in Orange County as well as closed captioning the messages.

1.11. Subrecipient shall issue a $500 stipend to participating schools, which will be reimbursed after the contest has closed and verification of campaign submission. Stipends shall be used to support student advisory groups for costs associated with the development of campaigns.

1.12. Schools will also have access to their final campaigns to place, share and promote through their social media outlets.

1.13. The Commission will review and judge all submissions received.

1.14. A campaign submission from each Supervisorial District shall be selected to receive a $5,000 allowance to use to further their anti-hate efforts.

1.15. Subrecipient shall coordinate with OC Community Services to engage the Board of Supervisors' offices during all key milestones of the program.

1.16. Campaign materials and submissions remain property of the County of Orange.
2. **Activity Matrix August 25, 2020 through December 30, 2020:**

<table>
<thead>
<tr>
<th>Activity Requirement</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Subrecipient launches the “To Know Better” multimedia anti-hate campaign contest to all Orange County middle and high schools.</td>
<td>August 2020</td>
</tr>
<tr>
<td>B. Subrecipient continues to promote campaign through various media outlets and sends out personal invitation to each public middle and high school in Orange County.</td>
<td>September 15, 2020</td>
</tr>
<tr>
<td>C. Campaign submissions due from participating schools.</td>
<td>November 23, 2020</td>
</tr>
<tr>
<td>D. Campaign submissions reformatted and uploaded to the public “To Know Better” website.</td>
<td>November 30, 2020</td>
</tr>
<tr>
<td>E. Campaign submissions reviewed and judged.</td>
<td>December 18, 2020</td>
</tr>
<tr>
<td>F. Front-runner campaign from each Supervisorial District announced.</td>
<td>December 21, 2020</td>
</tr>
<tr>
<td>G. Selected school from each Supervisorial District issued a $5,000 allowance to use to further their anti-hate efforts.</td>
<td>December 30, 2020</td>
</tr>
</tbody>
</table>

3. **Reporting Requirements**

3.1 Subrecipient shall provide monthly updates about the campaign to OC Community Services and the Commission.

4. **Budget**

Funds shall be used for the following items:

4.1 Costs related to program operations, salaries and benefits, services and supplies, expenses and costs in accordance with Attachment “B” – Budget and Staffing Plan.
PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for $250,000 as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County’s General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

Subrecipient 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. Subrecipient 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.

3. PAYMENT TERMS:

An invoice for services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient 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 OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when 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 services.
Invoice(s) are to be sent to:

OC Community Resources
Auditor Controller / OCCR Accounting
601 N. Ross St., 6th floor
Santa Ana, CA 92701
Attention: Accounts Payable

4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 5 OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The Subrecipient will provide an invoice on Subrecipient’s letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation (See Exhibit 5).

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 5 OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.
BUDGET AND STAFFING PLAN
ORANGE COUNTY HUMAN RELATIONS COUNCIL

The “To Know Better” Orange County Schools Anti-Hate Multi-Media Campaign
In response to the ongoing hate incidents stemming from the COVID-19 Pandemic & the mandatory health orders as a result.

August 25, 2020 – December 30, 2020

This total amount to be funded under this Contract shall not exceed $250,000. Program requirements detailed in Attachment A.

<table>
<thead>
<tr>
<th>Program Related Services:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel (Salaries &amp; Benefits)</td>
<td>$50,000</td>
</tr>
<tr>
<td>Media Placement</td>
<td>$100,000</td>
</tr>
<tr>
<td>School Stipends</td>
<td>$25,000</td>
</tr>
<tr>
<td>Awards</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

Subcontractor
- Media Consultant: $50,000

**TOTAL**: $250,000

**STAFFING PLAN**

<table>
<thead>
<tr>
<th>Program Coordinator</th>
<th>1.00 FTE</th>
</tr>
</thead>
</table>

GRAND TOTAL: 1.00 FTE

*1.00 FTE = Full-Time Equivalent

Subrecipient may request to shift funds between budgeted line items for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by Contract Administrator. Subrecipient must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of any Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Subrecipient.
1. Federal Award Identification
   A. Subrecipient Name: Orange County Human Relations Council
   B. Subrecipient’s Unique Identifier (DUNS): 039841668
   C. Federal Award Identification Number (FAIN): TBD
   D. Federal Award Date: 2020
   E. Subaward Period of Performance: August 25, 2020 to December 30, 2020
   F. Total Amount of Federal Funds Obligated by the Action: $250,000

<table>
<thead>
<tr>
<th>CFDA</th>
<th>FAIN</th>
<th>Award Date</th>
<th>Formula Funds</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>21.019</td>
<td>TBD</td>
<td>2020</td>
<td>CARES Act</td>
<td>$250,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL: $250,000</td>
</tr>
</tbody>
</table>

   G. Total Amount of Federal Funds Obligated to the Subrecipient: $250,000
   H. Total Amount of the Federal Award: $250,000
   I. Federal Award Project Description: Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
   J. Federal Awarding Agency: U.S. Department of Treasury
   K. Name of Pass Through Entity (PTE): County of Orange and OC Community Services
   L. Contact Information for the Awarding Official: Renee Ramirez, Director (714) 480-6483, Renee.Ramirez@occr.ocgov.com
   M. CFDA Number and Name: 21.019 Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
   N. Whether Award is R&D: No
   O. Indirect Cost Rate for the Federal Award: 10%
DRUG FREE WORKPLACE CERTIFICATION

Orange County Human Relations Council

Company/Organization Name

The Subrecipient or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Subrecipient will:

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

2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
   A. The dangers of drug abuse in the workplace,
   B. The person’s or organization’s policy of maintaining a drug-free workplace,
   C. Any available drug 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 that every employee who works on the proposed contract or grant:
   A. Will receive a copy of the company’s drug-free policy statement described in paragraph (1) above, and
   B. Will agree to abide by the terms of the company’s statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Subrecipient or grant recipient to the above described certification.

Alison Edwards

Official’s Name

8/17/2020 Orange

Date Executed Executed in the County of Orange

Subrecipient or Grantee Recipient Signature and Title
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants’ responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The Subrecipient or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Subrecipient or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the Subrecipient or grant recipient shall attach an explanation to this exhibit document.

Alison Edwards
Name

CEO
Title

Authorized Signature  Date
DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the Subrecipient or grant recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Subrecipient or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The Subrecipient recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the Subrecipient or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The Subrecipient or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

5. The Subrecipient or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. The Subrecipient or grant recipient in a covered transaction may rely upon a certification of a Subrecipient or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Subrecipient or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Subrecipient or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if the Subrecipient or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.
CERTIFICATION REGARDING 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.

Orange County Human Relations Council
Grantee/Subrecipient Organization
Alison Edwards
Name
CEO
Title

Authorized Signature

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).
INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant or loan number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter he cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348 0046) Washington D.C., 20503.
### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352.

<table>
<thead>
<tr>
<th>1. Type of Federal Actions:</th>
<th>2. Status of Federal Actions:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td></td>
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<tr>
<td>d. loan</td>
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<tr>
<td>e. loan guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. loan insurance</td>
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</tbody>
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<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Subawardee</td>
</tr>
<tr>
<td>Tier, if known</td>
</tr>
<tr>
<td>Congressional District, if known:</td>
</tr>
</tbody>
</table>

| 5. If Reporting Entity in No. 4 is a Subawardee: |
| Enter Name and Address of Prime: |

<table>
<thead>
<tr>
<th>6. Federal Department / Agency:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7. Federal Program Name/Description</th>
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</table>

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>9. Award Amount, if known:</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>10a. Name and Address of Lobbying Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if individual, last name, first name, MI):</td>
</tr>
</tbody>
</table>

(attach Continuation Sheets SF-LLL-A, if necessary)

<table>
<thead>
<tr>
<th>10b. Individual Performing Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>(including address if different from No. 10a)</td>
</tr>
<tr>
<td>(last name, first name, MI):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. Amount of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ Actual</td>
</tr>
<tr>
<td>Planned</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. Form of Payment (check all that apply):</th>
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</thead>
<tbody>
<tr>
<td>a. cash</td>
</tr>
<tr>
<td>b. in-kind: specify:</td>
</tr>
<tr>
<td>nature:</td>
</tr>
<tr>
<td>value:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>13. Type of Payment (check all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. retainer</td>
</tr>
<tr>
<td>b. one-time free</td>
</tr>
<tr>
<td>c. commission</td>
</tr>
<tr>
<td>d. contingent fee</td>
</tr>
<tr>
<td>e. deferred</td>
</tr>
<tr>
<td>f. other specify:</td>
</tr>
</tbody>
</table>

| 14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11: |

<table>
<thead>
<tr>
<th>15. Continuation sheet(s) SF-LLL-A attached:</th>
</tr>
</thead>
</table>

| 16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. |

Signature: Alison Edwards
Print Name: Alison Edwards
Title: CEO
Telephone No: 714-480-6570
Date: 8/17/2020
DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET
Approved by OMS - 0348-0046

Reporting Entity:__________________________________________
____________________________________________________________________
____________________________________________________________________
Page_______ of___________
PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and OC Housing & Community Development. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:
Executed County Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:
Reimbursement Policy Status Form (RPS-1)

POLICY:
Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services’ and OC Housing & Community Development’s reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract
requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County’s business needs and/or Contractor’s performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROcedures:
Abbreviated Documentation Requirements
Compile and submit:
1. Supporting documentation includes, but is not limited to:
   a. General ledger/expense transaction report
   b. Payroll register or labor distribution report
   c. Payroll allocation plan
   d. Personnel Documentation
   e. Benefit plan and calculation of benefit
   f. Employer-employee contract for non-customary benefits (if applicable)
   g. Pre-approval documentation for equipment purchases equal to or greater than $5,000
2. The following is required with the first month’s invoice only:
   a. Cost allocation plan for rent, utilities, etc.
   b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
   “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)”
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees’ Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
   OC Community Resources Accounting
   601 N. Ross St., 6th Floor
   Santa Ana, CA 92701

Comprehensive Documentation Requirements
In addition to abbreviated documentation, compile and submit:
9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

Action:
Distribute this policy to all appropriate staff

Inquiries: Inquiries may be directed to OCCR Accounts Payable at: OCCRAccountsPayable@occr.ocgov.com
Reimbursement Policy Status Form

Per OC Community Resources Contract Reimbursement Policy, in regards to the Contract # listed herein, Subrecipient is designated with the Documentation Status of Abbreviated unless Comprehensive is checked below. If the contractor’s designation should change to Abbreviated, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

Contractor: Orange County Human Relations Council

Effective Date: August 25, 2020

Contract #: MA-012-21010273

Documentation Status: ☒ Abbreviated ☐ Comprehensive

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

Program Authorization by: 
Click here to enter text.
Print Name

Signed by: ________________
Date: Click here to enter text.

Auditor Controller Authorization by: 
Click here to enter text.
Print Name

Signed by: ________________
Date: Click here to enter text.

Two signatures are required to implement the form.

Distribution:
Contractor
Auditor Controller
Contract File
Program File
Contract Summary Form
Orange County Human Relations Council

SUMMARY OF SIGNIFICANT CHANGES

1. N/A

SUBCONTRACTORS

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

This contract includes the following subcontractors or pass through to other providers.

<table>
<thead>
<tr>
<th>Subcontractor Name:</th>
<th>Service(s):</th>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown at this time</td>
<td>Media Consultant</td>
<td>$50,000</td>
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CONTRACT OPERATING EXPENSES

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<th>Program Related Services:</th>
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<tbody>
<tr>
<td>Personnel (Salaries &amp; Benefits)</td>
<td>$50,000</td>
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<tr>
<td>Media Placement</td>
<td>$100,000</td>
</tr>
<tr>
<td>School Stipends</td>
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<tr>
<td>Awards</td>
<td>$25,000</td>
</tr>
<tr>
<td>Subcontractor</td>
<td></td>
</tr>
<tr>
<td>Media Consultant</td>
<td>$50,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$250,000</td>
</tr>
</tbody>
</table>
August 18, 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 August 25, 2020, Board Hearing.

Agency: OC Community Resources
Subject: Rescind Current Appointment and Delegate Ministerial Duties of the County Veterans Service Officer
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this Supplemental Item be placed on the August 25, 2020, Board agenda in order to avoid a lapse of service due to the retirement of the County Veterans Services Officer. 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: 8/25/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: OC Community Resources
DEPARTMENT HEAD REVIEW: Dylan Wright (714) 480-2788
DEPARTMENT CONTACT PERSON(S): Renee Ramirez (714) 480-6483

SUBJECT: Rescind Current Appointment and Delegate Ministerial Duties of the County Veterans Service Officer

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

Prior Board Action: 07/11/2017 #8, 03/28/2017 #24, 07/31/2012 #7, 01/15/1991 #43

RECOMMENDED ACTION(S)
1. Retroactively rescind the appointment of Eddie Falcon, County Veterans Service Officer and County Veterans Remains Officer, effective at the close of business on August 13, 2020.

2. Adopt resolution authorizing the OC Community Services Director to execute California Department of Veterans Affairs semi-annual reports and forms required for Subvention, Medi-Cal Cost Avoidance, and Veteran Service Office Fund funding; the California Department of Veterans Affairs College Fee Waivers and College Fee Waiver Delegation of Authority letter as the County Veterans Service Officer; and California Department of Veterans Affairs Delegation of Authority memo, provided the County follows all funding requirement or obtain authorization from California Department of Veterans Affairs to waive applicable requirements.

SUMMARY:
Authorizing OC Community Services Director to execute required California Department of Veterans Affairs’ forms on behalf of the Board of Supervisors will facilitate continued receipt of funding and
provision of services to Orange County Veterans and their families until the County Veterans Service Officer position vacated by Eddie Falcon's retirement on August 13, 2020 is filled.

BACKGROUND INFORMATION:

The California Department of Veterans Affairs (CalVet) provides financial assistance to counties that operate a County Veterans Service Office and have an appointed County Veterans Service Officer (CVSO). Receipt of these funds is contingent upon county compliance with the California Code of Regulations Section 451 (Attachment A), which require recipient counties to have a CVSO.

County of Orange Resolution No. 91-43, dated January 15, 1991, provided authorization for the CVSO to execute certificates of compliance on behalf of the Board of Supervisors (Board). Resolution No. 12-096, dated July 31, 2012, provided authorization for the OC Community Resources (OCCR) Director or designee to execute Subvention Certification forms on behalf of the Board.

On July 1, 2016, CalVet identified additional forms and documents that needed to be signed in order to receive continued funding and made changes to the delegation regulations making previous resolutions invalid. Subsequently, the OCCR Director received CalVet accreditation.

On March 28, 2017, the Board approved Resolution No. 17-033, delegating the OCCR Director to execute CalVet related forms and perform Ministerial Duties of CVSO. Authority was contingent upon appointment of Eddie Falcon as CVSO on July 11, 2017.

On August 13, 2020, Eddie Falcon, CVSO for Orange County, retired from the County of Orange under the County's Voluntary Incentive Program (VIP), which provides incentives to eligible employees who volunteer to separate by resignation or retirement before certain deadlines. Eddie Falcon's planned retirement date was October 2020; however, the VIP expedited his retirement date allowing him to retire earlier than planned. Pursuant to Orange County Codified Ordinance Section 1-2-103 (Attachment B), the Board shall designate a regular County employee as County Veterans Service Officer who shall serve ex officio and shall perform duties of the County Veterans Service Officer and Veterans Remains Officer without additional compensation. Military and Veterans Code 942 (Attachment C) states that the board of supervisors of each county shall designate an honorably discharged veteran of the United States military or a member of a veterans' remains organization, as defined in Section 951 (Attachment D), to handle the interment of certain veterans. OCCR will return to the Board with recommendations for filling the County Veterans Service Officer and Veterans Remains Officer positions. OCCR is working closely with Human Resource Services to conduct a recruitment for the position of CVSO.

The attached Resolution (Attachment E) enables the OCCR Director to perform ministerial duties of the County Veterans Service Officer including, but not limited, to the execution of required CalVet forms for continued funding as long as the County follows funding requirements or secures a waiver of applicable requirements. The Resolution provides that the authority granted shall expire after a CVSO is appointed and CalVet is notified.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A
ATTACHMENT(S):
Attachment A - California Code of Regulations Section 451
Attachment B - Orange County Codified Ordinance Section 1-2-103
Attachment C - Military and Veterans Code Section 942
Attachment D - Military and Veterans Code Section 951
Attachment E - Resolution Delegating Ministerial Duties of the County Veterans Service Officer

12 CA ADC § 451

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations Currentness
Title 12. Military and Veterans Affairs
Division 2. Department of Veterans' Affairs
Chapter 3. Veterans' Services
Subchapter 4. County Subvention

12 CCR § 451


(a) The Department shall disburse annually available funds for the subvention of specific fiscal year operational costs of counties that have, through their Boards of Supervisors:

   (1) Appointed, prescribed the qualifications for, and set the compensation of a veteran, to be termed "County Veteran Service Officer" (CVSO), to administer the aid to veterans provided for in Division 4, Chapter 5, Military and Veterans Code.

   (2) Appropriated and expended county funds for the compensation and expense of the CVSO.

   (3) Signed a fiscal year Certification of Compliance agreement with the Department to administer aid to veterans and comply with the policies, procedures, and regulations established by the Department and the direction of its authorized representatives as those policies pertain to the payment of annually available funds.

Note: Authority cited: The Statutes of 1990, Chapter 535, Section 2; and Section 700, Military and Veterans Code. Reference: Sections 970, 972, 972.1 and 972.5, Military and Veterans Code.

HISTORY

1. Change without regulatory effect repealing section (Register 88, No. 6).

2. New section filed 6-18-92; operative 7-20-92 (Register 92, No. 25).

This database is current through 2/24/17 Register 2017, No. 8

12 CCR § 451, 12 CA ADC § 451
Sec. 1-2-103. - Establishment of Veterans' Service Office.

(a) There is hereby established a Veterans' Service Office with a County Veterans' Service Officer in charge thereof. The County Veterans' Service Officer shall be a veteran.

(b) The Board of Supervisors shall designate as County Veterans' Service Officer a regular County employee who shall serve ex officio and who shall perform the duties of the County Veterans' Service Officer without additional compensation. From time to time the Board of Supervisors may, in its sole discretion, remove said designation from said employee and designate a different regular County employee as the ex officio Veterans' Service Officer.

(Ord. No. 2748, § 2, 4-2-74; Ord. No. 3300, § 1, 12-1-81; Ord. No. 3458, § 1, 5-15-85)
§ 942. Designation of administrative officer

Effective: January 1, 2011

The board of supervisors of each county shall designate an honorably discharged veteran of the United States military or a member of a veterans’ remains organization, as defined in Section 951, who shall cause to be decently interred the body of any veteran or spouse or eligible dependent of a veteran as defined by the United States Department of Veterans Affairs for compensation purposes who dies in the county. This section shall apply to all indigent, abandoned, or unclaimed veterans and dependents of veterans, including those deceased veterans and dependents of veterans without sufficient means to defray the expenses of burial, other than moneys paid or due and payable by the United States, pursuant to the World War Adjusted Compensation Act.

Credits

(Stats.1935, c. 389, p. 1399, § 942. Amended by Stats.2010, c. 189 (A.B.1644), § 2.)

Notes of Decisions (2)

Footnotes

1


West’s Ann. Cal. Mil. & Vet. Code § 942, CA MIL & VET § 942
Current with urgency legislation through Ch. 31 of 2020 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document
§ 951. “Veteran status information” defined; “Veterans’ remains organization” defined

Effective: January 1, 2014

 Credits
(Added by Stats.2010, c. 189 (A.B.1644), § 3. Amended by Stats.2013, c. 186 (S.B.815), § 3.)

Current with urgency legislation through Ch. 31 of 2020 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
August 25, 2020

WHEREAS, Title 12 of the California Code of Regulations section 451 requires the County to appoint, prescribe qualifications for, and set the compensation of a County Veterans Service Officer (CVSO) in order to receive funding from the State of California toward the compensation and expenses of their County Veterans Service Office; and

WHEREAS, Title 12 of the California Code of Regulations section 451 requires that a county also appropriate and expend county funds for the compensation and expense of the CVSO; and

WHEREAS, to support this obligation, the Board of Supervisors (Board) adopted a resolution on July 31, 2012, which provided authorization for the OC Community Resources Director or his designee to execute Subvention Certification Forms on behalf of the Board when following all funding requirements, or attaining authorization from the California Department of Veterans Affairs (CalVet) to waive requirements; and

WHEREAS, CalVet, as part of the funding requirements, requires the approval and execution of additional necessary forms to ensure funding; and

WHEREAS, OC Community Resources requests authority to perform the ministerial duty of executing necessary forms on behalf of the Board;

NOW, THEREFORE BE IT RESOLVED this Board does hereby:

1. Adopt this resolution and authorize OC Community Services Director to execute California Department of Veterans Affairs semi-annual reports and forms required for Subvention, Medi-Cal Cost Avoidance, and Veteran Service Office Fund funding; the California Department of Veterans Affairs College Fee Waivers and College Fee Waiver Delegation of Authority letter as the County Veterans Service Officer and California Department of Veterans Affairs Delegation of Authority memo, provided the County follows all funding requirements or obtains authorization from California Department of Veterans Affairs to waive applicable requirements.

2. Limits the time period during which the foregoing delegation of authority shall be effective and provides that the authority shall expire after a CVSO is appointed and CalVet is notified.
MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Vice Chairman Andrew Do, First District
Supervisor Doug Chaffee, Fourth District

Subject: Supplemental Item for 8/25/2020

Please add this item as a Supplemental Item to the 8/25/2020 Board of Supervisor’s Agenda:

COVID-19 Testing Public Outreach
AGENDA STAFF REPORT

MEETING DATE: 8/25/2020
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS: All Districts
DISTRICT(S): Vice Chairman Andrew Do
SUBMITTING AGENCY/DEPARTMENT: Supervisor Doug Chaffee
DEPARTMENT CONTACT PERSON(S): Chris Wangaaporn (714) 834-3110
                      LaShe Rodriguez (714) 834-3440

SUBJECT: COVID-19 Testing Public Outreach

CEO CONCUR COUNTY COUNSEL REVIEW CLERK OF THE BOARD
N/A                      N/A

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

Staffing Impact: N/A # of Positions: 0 Sole Source: N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A County Audit in last 3 years: No
Prior Board Action: N/A

RECOMMENDED ACTION(S):
1. Direct the Health Care Agency, or designee, to provide testing information, establish a call center, and website registration for the two county-run drive-thru COVID-19 testing super sites in English, Spanish, Vietnamese, Korean, and Chinese in accordance with the county’s Language Access Policy.
2. Direct the Health Care Agency, or designee, to develop a digital and social media strategy to promote utilization of the two county-run drive thru COVID-19 testing super sites and return to the Board of Supervisors for approval.

SUMMARY: The COVID-19 Testing Ad Hoc recommends providing information about COVID-19 testing in accordance with the Language Access for All policy and through digital media.
BACKGROUND INFORMATION:
On February 26, 2020, the County of Orange declared a local emergency and a local health emergency to prepare for the novel coronavirus (COVID-19). Since that time, as of August 21, 2020, the cumulative number of cases identified has reached 44,936 and 571,931 tests have been administered across public and private labs.

In May, the Testing Ad Hoc (Ad Hoc), comprised of Vice Chairman Do and Supervisor Chaffee, met to quickly, strategically, and significantly increase the County’s COVID-19 testing capacity. The Ad Hoc works to ensure that every Orange County resident who needs a test can get one.

At the recommendation of the Ad Hoc, the Health Care Agency (HCA) launched the Latino Health Equity Initiative (LHEI) in partnership with Latino Health Access to increase targeted testing in the cities of Santa Ana and Anaheim. With the help of Families Together of Orange County, Serve the People and Care Ambulance, over 4,000 individuals were tested since July 6, 2020, with a daily capacity to test approximately 400 individuals.

On Thursday, July 15, 2020, also at the recommendation of the Ad Hoc, the County, in partnership with the City of Anaheim, 360 Clinic and Fulgent Genetics opened the first county-run drive thru COVID-19 testing super site at the Anaheim Convention Center. This no-cost testing site serves Orange County residents who meet Public Health priorities for testing and cannot get a test through their medical provider (doctor or insurance provider). This site also has a dedicated line for First Responders and can take walk-up appointments. The test offered at this site is called a PCR test. The test will show if someone is currently infected with COVID-19 and may be contagious. As of August 9, 2020, a total of 9,458 tests have been performed. At full capacity, as many as 1,000 individuals can be tested daily.

On April 7, 2020, the Board of Supervisors approved the county-wide Language Access for All policy, which requires the County to provide access to all emergency and public health notices, infographics, and flyers on all County of Orange websites in Spanish, Vietnamese, Korean, and Chinese.

Many Orange County residents are unaware of how to get a COVID-19 test or are unable to register for testing due to language and/or technological barriers; therefore, the Ad Hoc recommends that HCA develop a multilingual digital media strategy to inform residents of the two county-run drive testing options. The Ad Hoc also recommends following this practice for COVID-19 testing information and registration in addition to establishing a call center to provide people, who do not have an email address, the ability to register for testing.

FINANCIAL IMPACT: N/A

STAFFING IMPACT: N/A

ATTACHMENT(S): N/A
August 13, 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 August 25, 2020

For the August 25, 2020 meeting of the Board of Supervisors, the Human Resource Services Department requests a Supplemental Closed Session regarding the appointment of a public employee be added to the agenda:

Accordingly, please prepare the Agenda item to read:

“PUBLIC EMPLOYEE APPOINTMENT” – Pursuant to Government Code Section 54957(b).

Title: County Health Officer

Recommended Action: Conduct Closed Session.

Thank you.

cc: Members, Board of Supervisors
Frank Kim, Chief Executive Officer
Leon J Page, County Counsel
August 19, 2020

To: Robin Stiel, Clerk of the Board

From: Frank Kim, County Executive Officer

Subject: Request for Closed Session on August 25, 2020

Accordingly, please prepare the Agenda item to read:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR – County Executive Office requests a Closed Session pursuant to Government Code Section 54956.8, to confer with its real property negotiator.

Property Location: Fixed Base Operator Leaseholds at John Wayne Airport for Northeast Full-Service, Northwest Full-Service and Southwest Limited-Service FBOs.

County Negotiator: Thomas A. Miller, Chief Real Estate Officer

Negotiating Party: ACI Jet
Clay Lacy Aviation
Jay’s Aircraft

Under Negotiation: Terms and Value of Future Lease

Recommended Action: Conduct Closed Session

cc: Members, Board of Supervisors
Chief Executives
Leon Page, County Counsel