

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

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.

September 14, 2021

PRESENTATIONS (9:00 A.M.)

Supervisor Foley will be presenting a resolution proclaiming September 2021 as “Hunger Action Month”

Chairman Do and Supervisor Bartlett will be presenting a resolution proclaiming September as “Suicide Prevention Month”

DISCUSSION

21. Revised Title to read:
County Executive Office - Approve proposed response to FY 2020-21 Grand Jury Report “\$28 Billion for a \$2.8 Billion Road” - Districts 2, 3, 4 and 5 (Continued from 8/24/21, Item 31)

22. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted by *Health Care Agency, Sheriff-Coroner, District Attorney and Registrar of Voters* and retroactive grant applications/awards submitted by *Social Services Agency and John Wayne Airport* in 9/14/21 grant report and other actions as recommended; *adopt resolution authorizing HCA Director or designee to submit application to California Department of Housing and Community Development for Emergency Solutions grants program, Continuum of Care Allocation and execute standard agreement, any subsequent amendments and related documents to the program; adopt resolution authorizing District Attorney or designee to execute grant award agreement and amendments with California Office of Emergency Services for Victim/Witness Assistance Program, 10/1/21 – 9/30/22 (\$2,961,415); adopt resolution authorizing District Attorney or designee to execute grant agreement and amendments with California Office of Traffic Safety for Alcohol and Drug Impaired Driver Vertical Prosecution Program, (\$1,111,504) and California Traffic Safety Resource Prosecutor Training Network, FFY 2021-22 (\$833,392); and making California Environmental Quality Act and other findings; adopt resolution approving State of California Standard Agreement 21S10057 for Voter’s Choice Act implementation activities (\$248,530.18) and authorizing Registrar of Voters or designee to execute standard agreement, amendments, related documents and make non-monetary and non-material changes under certain conditions - All Districts*

CLOSED SESSION

CS-2. Deleted

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

Items: 21 and 22

REVISIONS AND SUPPLEMENTALS TO SEPTEMBER 14, 2021 AGENDA - PAGE 1 OF 2

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

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.

S u p p l e m e n t a l I t e m (s)

- S24A. **County Executive Office - Acting as the Orange County Flood Control District** - Approve Amended Right of Entry Permit agreement with City of Irvine for access to property in Marshburn Channel flood control facility to investigate acquisition of permanent easement rights and temporary construction easement rights for construction of bicycle pedestrian bridge over State Route 133; authorize OC Public Works Director or designee to perform all activities specified; authorize Chief Real Estate Officer or designee to execute necessary documents; authorize Auditor-Controller to make related payments under certain conditions; and make California Environmental Quality Act and other findings - District 3
- S24B. **Social Services Agency** - Adopt resolution approving Orange County Refugee Three-Year Service Plan, FFYs 2020 - 2023; and authorize Director or designee to submit plan to California Department of Social Services and execute subsequent amendments under certain conditions - All Districts
- S24C. **County Executive Office** - Approve cooperative agreement with Orange County Transportation Authority and City of San Clemente affirming three major transportation projects as solution to enhance South Orange County regional mobility and protecting City of San Clemente open space and conservation easement areas from future construction - District 5
- S24D. **OC Community Resources** - Approve contract MA-012-22010276 with Getsetup, Inc. for training, ongoing technological client support and access to online platform subscription, term ending 6/30/22 (\$241,700); renewable for three additional one-year terms; and authorize Director or designee to execute contract, purchase up to 2,200 iPads with data plans included (\$2,189,000) and allocate \$24,100 for Office on Aging administrative oversight of technology support for older adults - All Districts
- SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Scott Baker v. County of Orange WCAB Case Number: ADJ12256983; ADJ362033
- SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Donna Jefferson v. County of Orange WCAB Case Number: ADJ11364276



Revision to ASR and/or Attachments

RECEIVED

2021 SEP -8 PM 3:08

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: September 8, 2021
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer 
Re: ASR Control #: 21-000590, Meeting Date 9/14/21, Item No. # 21
Subject: "\$28 Billion for a \$2.8 Billion Road" Grand Jury Response

Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County of
 Orange, ou=CEO,
 email=frank.kim@ocgov.com, c=US
 Date: 2021.09.08 13:43:47 -0700

Explanation:

Additional information has become available and the following changes are being made:

- District designations were updated to reflect the designated Board of Supervisors representations per the Administrative Codes of the Transportation Corridor Agencies
- Department Contacts have been updated
- Delete Attachment B - Draft Response V3 and replace with Attachment B - Draft Response V4
- Delete Attachment C - Draft Transmittal Letter and replace with Attachment C - Transportation Corridor Agency's Response Approved August 12, 2021

Revised Recommended Action(s)

1. Approve proposed response to FY 2020-21 Grand Jury Report entitled "\$28 Billion for a \$2.8 Billion Road".
2. Direct the Clerk of the Board to forward this Agenda Staff Report with attachments to the Presiding Judge of the Superior Court and the FY 2020-21 Grand Jury no later than ~~August 27~~ September 17, 2021.

Make modifications to the:

- Subject Background Information Summary Financial Impact

BOARD OF SUPERVISORS DISTRICT(S): ~~2~~, 3, 4, 5

September 8, 2021

DEPARTMENT CONTACT PERSON(S):

~~Kevin Onuma (714) 647-3939~~

Lilly Simmering (714) 834-6234

Lala Oca Ragen (714) 834-7219

Nicole Walsh (714) 834-6257

SUMMARY:

Approval of proposed response to FY 2020-21 Grand Jury Report entitled "\$28 Billion for a \$2.8 Billion Road" will ~~fulfill the County's required~~ address the Grand Jury's erroneous assumption concerning the Board of Supervisors' jurisdictional authority over the Transportation Corridor Agency ~~response to the Grand Jury.~~

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

Attachment B - Draft Response V4

Attachment C - Transportation Corridor Agency's Response Approved August 12, 2021



County of Orange

County Executive Office

September 14, 2021

Honorable Erick L. Larsh
Presiding Judge of the Superior Court of California
700 Civic Center Drive West
Santa Ana, CA 92701

Dear Judge Larsh,

The Orange County Board of Supervisors (Board) provides this letter in response to the Grand Jury Report (Report) titled, "\$28 Billion for a \$2.8 Billion Road" released on June 21, 2021. The Board does not typically issue informal letter responses to Grand Jury reports; however, in this case, the Board desires to address the Grand Jury's erroneous assumption concerning the Board's jurisdictional authority over the Transportation Corridor Agency (TCA) (comprised of two agencies and two governing boards: The San Joaquin Hills Transportation Corridor Agency (SJHTCA) and the Foothill/Eastern Transportation Corridor Agency (F/ETCA).)

The Board of Supervisors is not the governing body of TCA, and therefore, the findings and recommendations of the Grand Jury Report are not properly directed at the County.¹ The TCA is a Joint Powers Authority organized under state law and Joint Exercise of Powers Agreements ("JPAs"). While the County is a signatory to the JPAs, so are most Orange County Cities.² Though three members of the Board of Supervisors do sit as representatives on the TCA Boards of Directors, they sit on the TCA Boards of Directors with 28 other Directors, and thus, do not comprise even a simple majority membership of the TCA Boards of Directors. Members of the Board of Supervisors, who serve on the TCA Boards of Directors voted on TCA's official response to this Grand Jury Report on August 12, 2021.

Findings 1-6 and Recommendations 1-3 in the Report concern the TCA's financial strategy for completing and maintaining the toll roads, debt repayment plans, and

¹ See Section 2.2 of the TCA's Revised and Amended Administrative Codes: <https://thetollroads.com/revised-amended-and-restated-administrative-codes>

² Background information about TCA can be found here: <https://thetollroads.com/about/background>

Honorable Judge Larsh
9/14/2021
Page 2

construction projects. The TCA Boards of Directors are responsible for evaluating and making decisions pertaining to those operational and financial functions, not this Board. While the report mentions County projects in South Orange County and collaborations and/or discussions with TCA, these projects were not the focus of the report's Findings and Recommendations. As the report itself makes clear in the Summary, the subject of the report are roads that the TCA – and not the County – has the legal authority to collect tolls for and construct.

Thank you for your consideration of this response and we welcome further discussions with the Grand Jury.

Sincerely,

Frank Kim
County Executive Officer

Enclosures

cc: Orange County Grand Jury
Lilly Simmering, Deputy County Executive Officer
Lala Oca Ragen, Director, Performance Management and Policy

San Joaquin Hills
Transportation
Corridor Agency
Chair: Patricia Kelley
Mission Viejo



Attachment C
Foothill/Eastern
Transportation
Corridor Agency
Chair: Peggy Huang
Yorba Linda

August 25, 2021

Honorable Erick L. Larsh
Presiding Judge of the Superior Court of California
700 Civic Center Drive West
Santa Ana, CA 92701

Dear Judge Larsh:

Please find the San Joaquin Hills Transportation Corridor Agency's and the Foothill/Eastern Transportation Corridor Agency's (TCA) responses to the subject report as approved by the TCA Boards of Directors at their August 12, 2021, Boards of Directors meeting.

If you have any questions, please contact TCA's clerk of the board, Kaylee Doolittle, at (949)754-3492.

Sincerely,



Samuel Johnson
Chief Executive Officer

Enclosure

cc: Orange County Grand Jury
San Joaquin Hills Transportation Corridor Agency Board of Directors
Foothill/Eastern Transportation Corridor Agency Board of Directors

TRANSPORTATION CORRIDOR AGENCIES (TCA) FORMAL RESPONSES TO THE 2020-2021 ORANGE COUNTY GRAND JURY'S FINDINGS AND RECOMMENDATIONS

FINDINGS

F1. When the TCA completes the 91 Express Connector, its major necessary construction work will be finished.

Joint TCA Response: The San Joaquin Hills Transportation Corridor Agency (SJHTCA) and the Foothill/Eastern Transportation Corridor Agency (F/ETCA) Boards of Directors review and adopt each Agency's Capital Improvement Plan (CIP) on an annual basis, including the Fiscal Year 2022 CIP that was reviewed and adopted by the Boards at their June 10, 2021, meeting. Within the adopted CIP, both the SJHTCA and F/ETCA have on-system projects identified for completion post-2035 that will require significant financial commitments and are well beyond the completion date for the 241/91 Express Connector. As the recommendation(s) tied to this finding are focused on the expenditure of funds, it should also be noted that the analysis appears to ignore the cost of future replacements and improvements to the extensive array of equipment and technology that exist across the 420+ lane miles of highways the Agencies have already constructed. Based on these planned system improvements, TCA wholly disagrees with the finding.

F2. By focusing on bond payoff, the TCA could retire its debt by 2037.

Joint TCA Response: This finding is more complex than presented by the Grand Jury. The Boards have taken proactive steps to develop a plan for the Agencies' financial futures that include early bond payments, targeting longest dated bond maturities. Like all other bond issuers, TCAs bonds cannot simply be paid early without a significant cost impact. Combined, the Agencies have over 10 bond series/issuances with multiple subseries and maturities that have to be considered in light of specific call dates (when the issuer can buy the bonds back prior to maturity) and other provisions. These provisions need to be considered because the indentures (contracts) for the bonds specify the call dates or other provisions for which the investors are paid a return on their investment through those call dates, if applicable, or until their bonds mature.

Bond issuers, such as TCA, can place funds into an escrow account that pays investors interest for the entire period until the call date as scheduled and then pays the principal at the call date. However, the longer the period of time until the call date, the more costly the funding of the escrow. The cost of applying this approach today could eliminate the benefit of retiring the bonds early. Placing these funds in escrow also precludes policy makers' use of the monies for funding capital projects, operational enhancements and retaining the Agencies' unique position of having its pension liability fully funded.

It should also be noted that restricted debt service reserve funds cannot be used to pay down the bonds and must still be held in trust as security for the bondholders. These funds would only become available after the bonds are paid down.

In light of these details, TCA's Boards have been developing strategies, policies and priorities that allow for financially feasible early bond payments as part of their strategic planning efforts. In addition to the technical aspects and significant costs related to early retirement of debt, the Boards have other financial considerations, including the cost of future improvements to the system which were not included in the Grand Jury's analysis. Current and future SJHTCA and F/ETCA Boards will continue to take steps to reduce debt and evaluate options for early retirement while considering needs for system improvements and implementation costs along with the cost of operational enhancements while also ensuring sufficient funds are set aside to weather changing market conditions. For the various reasons noted above, TCA cannot agree with this finding.

- F3. Based on the TCA's current debt repayment plan, the total cost of the toll roads will amount to \$28 billion by 2053.

Joint TCA Response: The wording of this finding could be somewhat misleading as someone reading it without reading the body of the report could conclude that costs and projected revenues are "one in the same" which would be in error. The Grand Jury's report includes a section titled "What is the cost of the Toll Roads?" that includes opinions about different ways to calculate the cost and value of a major asset. The first method presented by the Grand Jury was the cost of construction. The Grand Jury noted that consistent with standard accounting practices, capital expenses include construction and material costs as well as engineering and other direct overhead to support the road-building project. The Grand Jury's analysis closely matched the \$2.8 billion of initial roadway segments and subsequent capital projects reported in the SJHTCA's and F/ETCA's 2021 CIP reports.

The second method presented by the Grand Jury focused on the total of all revenues collected by TCA since inception through the scheduled final maturity date of the bonds. The \$28 billion "cost" represents the forecasted revenue that was derived from the financial data contained within each Agency's official statement (2013 and 2014 bond documents) and provided to the Grand Jury, as requested. The Grand Jury's calculated figure represents historical actuals and potential revenue collected over 60 years of operations, including forecasted revenue from 2021 through 2053. The forecast for bond revenue assumes excess revenue over operations and debt service to ensure sufficient margins through a long-term economic period, requiring reserves for downturns. However, this figure does not reflect future Board decisions that could alter those projections or allocate expenditures against those funds, including early payment of bonds, operational enhancements, and transportation infrastructure improvements beyond the 241/91 Express Connector.

If excess funds are collected, these amounts would be available for future Boards' consideration of early payment of bonds or additional infrastructure improvements that would be paid with cash, rather than incurring additional toll revenue debt or paid with taxpayer funded obligations such as state or federal grants, or sales tax secured bonds.

The last method presented by the Grand Jury was based on "the sum of borrowed principal plus interest on debt service" and included principal and interest payments through the scheduled

final maturity date of the bonds. This method assumes that the current interest rates and payment amounts are static and ignores both the Boards' policies to reduce debt and recent experiences with F/ETCA reducing debt service payments by more than \$600 million. Future scheduled payments have been decreasing as a result of TCA's bond refunding efforts to reduce interest payments and will decrease further as the Agencies continue to execute the policies to reduce debt and make early bond payments. Additionally, as recognized by the Grand Jury, the outstanding bonds and associated revenue have allowed TCA to fund additional improvements such as the Oso Parkway Bridge, with cash rather than issuing additional bonds. For these reasons, TCA disagrees with this finding.

F4. The TCA can cover its debt obligations without the use of Development Impact Fees.

Joint TCA Response: TCA constructed The Toll Roads in advance of collecting Development Impact Fees (DIFs) by issuing non-recourse toll revenue bonds that are pledged for repayment through the collection of tolls and DIFs. The Agencies' master indentures of trust pledge and assign "Pledged Funds" to the applicable indenture trustee, and each of the definitions of the term "Pledged Funds" includes DIFs. Accordingly, all of each Agency's outstanding bonds are secured by such fees.

When developers build revenue generating projects, they have a responsibility to underwrite some of the cost of the infrastructure that is required to support their projects. Water lines, sewer lines, schools and roads are all part of the infrastructure needed. Thus, DIFs are paid by developers to ensure they pay for the infrastructure from which they benefit, and DIFs ensure that developers' projects have the infrastructure support they need to succeed. TCA's structure for DIFs and the annual escalation was created in partnership with developers understanding the value transportation infrastructure would have for their business and Orange County's quality of life.

While both Agencies have successfully navigated two of the greatest economic downturns of the 21st century, it is not fiscally prudent to take a position that assumes that any future downturn could be managed as successfully without the availability of both the Agencies' revenue streams. For these reasons, TCA cannot agree with the finding of the Grand Jury.

F5. Even when the TCA's debt is retired, the roads will likely not become toll-free.

Joint TCA Response: The assessment and decision on covering the cost of maintaining and improving South County's transportation infrastructure will be coincident to the repayment of all outstanding bonds and discussions between South Orange County policy makers and Caltrans. The needs and ability to cover these costs, as well as decisions regarding revenue, will be addressed through appropriate planning studies and negotiations for which the member cities and county's representatives will have a full seat at the table. However, based on 1) the increased costs associated with maintenance and rehabilitation of the 420 lane-miles of highways and 130+ bridges/structures the TCA has built, most of which will be 50+ years old; 2) the transition to electric vehicles which will not support "gas tax based" transportation revenues; and 3) the continued scarcity of state and federal funds for transportation infrastructure projects, TCA agrees with the finding.

F6. Maintaining two agencies creates cost inefficiencies and extends the amount of time required by SJHTCA to pay off its debt.

Joint TCA Response: The Agencies have been in place for nearly 30 years, and during this maturation process, efficiencies in administration and operations have been honed and are extremely effective. As the Grand Jury noted, a single staff manages both Agencies; procurement processes and contracts are shared; and joint board and committee meetings are employed to further promote efficiency and avoid rework. Merging the two distinct Agencies would be a complicated endeavor, both legally and financially, with little reward. Each Agency issued non-recourse toll revenue bonds to pay for the construction of The Toll Roads. Because those bonds are only secured by toll revenues and DIFs, the bond indentures do not allow either Agency to transfer its right to receive revenues to another agency while any of the Agency's bonds remain outstanding. In order to merge the Agencies, all outstanding bonds would need to be defeased (i.e., replaced with new bonds as substitute income-producing collateral). The cost of this process would greatly outweigh any potential benefits because a defeasance of all of the bonds would require the issuance of new bonds to generate enough cash to be placed in an escrow to the call dates of the various bonds, making this process very expensive and likely extending the maturity dates beyond those of the existing bonds. For these reasons, TCA wholly disagrees with the finding.

RECOMMENDATIONS

R1. The Grand Jury recommends the TCA develop and implement a written plan to pay off all debt by 2040, the original maturity date of the initial debt offering. The written plan should be completed by December 31, 2021, with annual written updates on December 31 of each successive year. This allows for completion of the 91 Express Connector and other projects currently in planning. This will result in debt service savings of approximately \$1 billion. (F1, F2)

Joint TCA Response: As noted in response to Findings 1 and 2, the Grand Jury's analysis did not take several aspects into consideration, including the fact that the Boards have recently taken proactive steps to develop a plan for the Agencies' financial futures through strategic planning discussions and adoption of debt management strategies, which include early bond payments and Capital Improvement Plans that consider needed future improvements. These planned improvements were considered within the original environmental documents. The Boards have been forward thinking and considering the potential construction necessary to complete full build-out of The Toll Roads including:

- ***An additional 85 lane miles within the median areas of SR 73, 133, 241 and 261, along with associated toll system modifications***
- ***Widening of 50 bridges requiring extensive excavation, pile-driven foundations and structural steel, concrete and post-tensioning***
- ***Improvements to signage, utilities, drainage, grading, water treatment basins, and various safety features.***

Additionally, like all other bond issuers, TCA's bonds cannot simply be paid early without a significant cost. Call provisions need to be considered because the indentures for the bonds specify call dates or other provisions for which the investors are paid a return on their investment through those call dates or until their bonds mature. Issuers can place funds into an escrow that pays investors interest until the call date as scheduled and then pays the principal at the call date, but the longer the period of time until the call date, the more costly the funding of the escrow. Once funds are placed in escrow for this purpose, future policy makers would be precluded from considering these monies for funding capital projects, operational enhancements and retaining the Agency's unique position of having its pension liability fully funded.

In light of these details, the TCA Boards have been developing strategies, policies and priorities that allow for financially feasible early bond payments as part of their strategic planning efforts. In addition to the technical aspects and significant costs related to early retirement of debt, the Boards have other financial considerations, including the cost of future improvements to the system which were not included in the Grand Jury's analysis. Current and future SJHTCA and F/ETCA Boards will continue to take steps to reduce debt and evaluate options for early retirement while considering needs for improvements and implementation costs along with the cost of operational enhancements, while also ensuring sufficient funds are set aside to weather changing market conditions. Early bond payments will remain a priority; however, as TCA continues to refine the timing and cost of future improvements needed to maintain free-flow traffic conditions on The Toll Roads, without issuing additional toll revenue debt or creating additional unmet needs for the state or other tax-based revenue sources, TCA will need to retain flexibility in how future policy makers achieve those goals. Therefore, this recommendation will not be implemented because it is not warranted.

- R2. The Grand Jury recommends the TCA eliminate DIFs once the debt is paid off. Until that time, the DIFs should be used exclusively for the payoff of debt. (F4)

Joint TCA Response: The Agencies' respective Joint Powers Agreements already authorize the elimination of DIFS once the bonds are retired; however, using DIFs exclusively for the payoff of debt ignores the potential for any contribution towards infrastructure investments and also ignores the potential impacts of economic downturns; therefore, this recommendation does not warrant implementation.

- R3. The Grand Jury recommends the TCA research the possibility of merging the two agencies and develop a written plan of action by December 31, 2021. Merging allows for the elimination of any cost redundancies present in the two agencies. It also allows SJHTCA to pay off its debt at the same time as F/ETCA. (F6)

Joint TCA Response: Merging the two Agencies is a complicated financial endeavor with little reward and a loss of representation and decision-making authority. Each Agency issued non-recourse toll revenue bonds to pay for the construction of The Toll Roads. Because those bonds are only secured by toll revenues and DIFs, the bond indentures do not allow either Agency to transfer its right to receive revenues to another agency while any of the Agency's bonds remain outstanding. In order to merge the Agencies, all outstanding bonds would need to be defeased

(i.e., replaced with new bonds as substitute income-producing collateral). The cost of this process would greatly outweigh any potential benefits because a defeasance of all of the bonds would require the issuance of new bonds to generate enough cash to be placed in an escrow to the call dates of the various bonds, making this process very expensive and likely extending the maturity dates beyond those of the existing bonds.

While the Grand Jury offered its thoughts on a revised voting structure, it contradicted the Grand Jury's perspectives that the Agencies needed to act more independently. The recommendation would also be in contradiction to the Agencies political design in ensuring that the cities mostly impacted by decisions related to the individual corridors had an equal vote in decision making. For these reasons, this recommendation will not be implemented because it is not reasonable.



AGENDA STAFF REPORT

Agenda Item

22

ASR Control 21-000073

MEETING DATE: 09/14/21
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
 Brandy Miller (714) 834-3141

SUBJECT: Grant Applications/Awards Report

CEO CONCUR Concur	COUNTY COUNSEL REVIEW Approved Resolution to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A
Staffing Impact: No **# of Positions:** **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A **County Audit in last 3 years:** No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

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

1. Approve Grant Application and Adopt Resolution– Health Care Agency – Emergency Solutions Grant (ESG) Program – \$722,320
2. Approve Grant Award – Health Care Agency – Tuberculosis Local Assistance Base Award and Food, Shelter, Incentives, and Enablers Allotment (FSIE) – \$1,148,638
3. Approve Retroactive Grant Application– Social Services Agency – Project Roomkey and Rehousing Strategy – \$117,537
4. Approve Grant Award – Sheriff-Coroner’s Department –Selective Traffic Enforcement Program (STEP) – \$500,500
5. Approve Grant Award – Sheriff-Coroner’s Department – Drug Prevalence in DUI Drivers – \$299,850
6. Approve Grant Award and Adopt Resolution – District Attorney’s Office – Victim Witness Assistance Program – \$2,961,415

7. Approve Grant Award and Adopt Resolution – District Attorney’s Office – Alcohol and Drug Impaired Driver Grants – \$1,944,928
8. Approve Grant Award and Adopt Resolution – Registrar of Voters – Voter’s Choice Act – \$248,530.18
9. Approve Retroactive Grant Award– John Wayne Airport – Airport Improvement Program (AIP) – \$1,006,535
10. 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 - HCA Emergency Solutions Grant Resolution
- Attachment B - DA Victim Witness Assistance Resolution
- Attachment B - DA-Alcohol and Drug Impaired Driver Resolution
- Attachment B - ROV- Voter's Choice Act Resolution



Grants Report

DRAFT

County Executive Office/Legislative Affairs

September 14, 2021

Item No: 22

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 September 14, 2021, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

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

ACTION ITEMS:

1. Approve Grant Application and Adopt Resolution– Health Care Agency – Emergency Solutions Grant (ESG) Program – \$722,320
2. Approve Grant Award – Health Care Agency – Tuberculosis Local Assistance Base Award and Food, Shelter, Incentives, and Enablers Allotment (FSIE) – \$1,148,638
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8. Approve Grant Award and Adopt Resolution – Registrar of Voters – Voter's Choice Act – \$248,530.18
9. Approve Retroactive Grant Award– John Wayne Airport – Airport Improvement Program (AIP) – \$1,006,535

10. Receive and File Grants Report.

If you or your staff have any questions or require additional information on any of the items in this report, please contact Brandy Miller at 714-834-3141



CEO-Legislative Affairs Office
Grant Authorization eForm

Attachment A

NOFA provides documentation requirements for AEs approved to administer 2021 ESG program funding. AEs are required to submit an authorizing resolution from the AE's Governing Board with the grant application.

Applications, including the authorizing resolutions for the AE's Governing Board, are due to HCD no later than October 19, 2021. The Health Care Agency (HCA) plans to submit an application for this fund in response to the 2021. Therefore, HCA is asking the Board of Supervisors (Board) authorization to submit an application for the ESG Program NOFA in the amount of \$722,320. HCD requires that the fund application is accompanied with a resolution adopted by the AE's Governing Board and states specifically that AE is authorized to execute the ESG Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Emergency Solutions Grants Program or the ESG grant award. Therefore, HCA respectfully requests the Board to adopt the attached resolution to this grant application request. However, HCA will submit for review and approval by the Board any award agreement required by HCD for receipt of awarded funds and provision of services.

Board Resolution Required?

(Please attach document to eForm)

Yes

No

Deputy County Counsel Name:

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

Massoud Shamel

Recommended Action/Special Instructions

(Please specify below)

1. Authorize the Health Care Agency to submit a grant application to the State of California Department of Housing and Community Development for the Emergency Solutions Grants (ESG) funds in the amount of \$722,320.
2. Adopt the Resolution attached and authorize thereby the Health Care Agency Director or designee to execute the ESG Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Emergency Solutions Grants Program or the ESG grant award.

Department Contact:

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

Douglas Becht
 Director of Operations
 HCA Office of Care Coordination
dbecht@ochca.com
 (714) 834-5000

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:

Douglas Becht
 Director of Operations
 HCA Office of Care Coordination

Approved As To Form
 Office of the County Council
 County of Orange, CA

DocuSigned by:

Massoud Shamel

Deputy County Counsel

8/25/2021

Date



CLAYTON CHAU, MD PhD
DIRECTOR/COUNTY HEALTH OFFICER

JENNA SARIN, MSN, RN, PHN
INTERIM ASSISTANT AGENCY DIRECTOR

405 W. 5th STREET, 7th FLOOR
SANTA ANA, CA 92701

www.ocalthinfo.com

OFFICE OF THE DIRECTOR

RESOLUTION NO. 21-

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2021-2022 FUNDING YEAR OF THE STATE ESG PROGRAM, CONTINUUM OF CARE ALLOCATION NOFA.

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

A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) for the **Continuum of Care Allocation** dated 08/17/2021 under the Emergency Solutions Grants (ESG) Program (Program, or ESG Program); and

B. WHEREAS Applicant is an approved state ESG Administrative Entity

SECTION 1:

Applicant is an approved Applicant by their Continuum of Care under the Continuum of Care Allocation and is hereby authorized and directed to receive an ESG grant, in an amount not to exceed \$1,444,640 in accordance with all applicable rules and laws.

SECTION 2:

The Department may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program regulations, and the Standard Agreement. The Applicant acknowledges compliance with all state and federal public participation requirements in the development of its applications.

SECTION 3:

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

2021 State of California Emergency Solutions Grant Program

September 14, 2021

Page 2 of 3

SECTION 4:

The Applicant hereby authorizes and directs the Director of the OC Health Care Agency, or designee*, to execute and deliver all applications and act on the Applicant's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Director of the OC Health Care Agency, or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the Director of the OC Health Care Agency, or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

* **Important Note:** If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected.

Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.

2021 State of California Emergency Solutions Grant Program

September 14, 2021

Page 3 of 3

PASSED AND ADOPTED at a regular meeting of the **Orange County Board of Supervisors** of the **County of Orange** held on September 14, 2021 by the following vote:

INSTRUCTION: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES: _____

ABSENT: _____

NOES: _____

ABSTAIN: _____

Andrew Do, Chairman
Orange County Board of Supervisors

STATE OF CALIFORNIA

County of Orange

I, Robin Stieler, Clerk of the Orange County Board of Supervisors, County of Orange, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council/Board of Supervisors on this 14th day of September, 2021.

Robin Stieler, Clerk of the Board, County of Orange,
State of California

By: _____
Robin Stieler, Clerk of the Board

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.

Approved As To Form
Office of the County Council
County of Orange, CA

DocuSigned by:
Massoud Shamel
Deputy County Counsel

8/25/2021

Date



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / GRANT AWARD

Today's Date:	08/17/2021
Requesting Agency/Department:	Health Care Agency / Public Health
Grant Name and Project Title:	Tuberculosis Local Assistance Base Award and Food, Shelter, Incentives, and Enablers allotment (FSIE)
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Public Health (CDPH) – Tuberculosis Control Branch (TBCB)
Application Amount Requested:	\$1,148,638
Application Due Date:	N/A
Board Date when Board Approved this Application:	07/27/21 (Recurring Grant Matrix Application – Health Care Agency)
Awarded Funding Amount:	\$1,148,638
Notification Date of Funding Award:	06/11/21
Is this an Authorized Retroactive Grant Application/Award? <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 2020-21 \$1,148,638
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Formula Based
County Match?	Yes <input type="checkbox"/> Amount ____ or ____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	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.
<p>The base award of this grant (\$1,083,283) supports tuberculosis (TB) prevention and control activities in fiscal year (FY) 2021-2022. The award was received on June 11, 2021 for funding period of July 1, 2021 through June 30, 2022. Activities include diagnosis, treatment and case management for Orange County residents with TB disease and TB screening services (TB testing, chest x-rays, symptom check, and physician evaluation, when appropriate) and treatment for latent TB infection for Orange County residents who are at highest risk for progression from TB infection to active TB disease. The funds also support activities mandated by Health and Safety Code sections 121361 and 121362 eligible for reimbursement, which include local Health Officer, or designee, review and approval within 24 hours of receipt TB treatment plans submitted by a health facility. In addition to the base award, there is an allotment (\$65,355) for food, shelter, incentives and enablers to enhance treatment adherence, prevent homelessness and allow the use of less restrictive alternatives that decrease or obviate the need for detention.</p>	



**CEO-Legislative Affairs Office
Grant Authorization eForm**

Board Resolution Required? (Please attach document to eForm)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)		
Recommended Action/Special Instructions (Please specify below)		
The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to accept this grant award for the term of July 1, 2021 through June 30, 2022, along with all required documents, and delegate authority to the HCA Director, or designee, to sign and execute all required forms and future amendments to the Agreement that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.		
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.	
Margaret Bredehoft, Dr. PH Deputy Agency Director, Public Health Services Phone: 714-834-3882 Email: MBredehoft@ochca.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:	
Clayton Chau M.D., PhD Agency Director		



M E M O

September 2, 2021

TO: Frank Kim, County Executive Officer 

FROM: Debra J. Baetz, Director, Social Services Agency 

SUBJECT: Retroactive Request to Apply for Project Roomkey Funding

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.09.02 11:34:37 -0700

This memo is being submitted to request that the CEO place the subject grant application on the September 14, 2021, Board of Supervisors (Board) Meeting Agenda. The Social Services Agency (SSA) requests retroactive approval as the California Department of Social Services (CDSS) released an All County Welfare Directors Letter (ACWDL) on July 29, 2021, notifying counties of available funding for the Project Roomkey Program for Fiscal Year 2021-22, and Director Certification will be submitted by September 10, 2021. Due to the compressed certification timeline, this request for approval of the grant application is being submitted to the Board retroactively.

SSA now requests retroactive approval to apply for funding in the amount of \$117,537, which is the allocation for Orange County stated in the ACWDL.

SSA plans to return to the Board with a request to accept funding should the grant application be accepted.

If you have any questions about the grant, please contact Ada Clark at (714) 541-7823. Thank you.



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / **GRANT AWARD**

Today's Date:	September 2, 2021
Requesting Agency/Department:	Social Services Agency
Grant Name and Project Title:	Project Roomkey and Rehousing Strategy
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	State of California Department of Social Services Project Roomkey and Rehousing Strategy
Application Amount Requested:	\$117,537
Application Due Date:	September 10, 2021
Board Date when Board Approved this Application:	Not Applicable.
Awarded Funding Amount:	Not Applicable.
Notification Date of Funding Award:	Not Applicable.
Is this an Authorized Retroactive Grant Application/Award? Yes <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	2020: \$2,286,707
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: One-time block grant program
County Match?	Yes <input type="checkbox"/> Amount: No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	Not Applicable.
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.
<p>On June 1, 2020, the State of California Department of Social Services (CDSS) issued an All County Welfare Director Letter (ACWDL) to provide information and guidance regarding the Project Roomkey initiative.</p> <p>On November 16, 2020, Governor Newsom announced \$62 million in one-time State General Fund (GF) from the State's Disaster Response Emergency Operations Account to allow Project Roomkey operations to continue while transitioning participants to permanent housing and for technical assistance. The goal of these funds is to ensure the safety of participants during the ongoing public health emergency and to increase the rate and speed of rehousing placements out of Project Roomkey sites.</p> <p>On November 18, 2020, CDSS issued an ACWDL to inform County Welfare Directors of this funding opportunity. The letter included a description of emergency funding made available to support both ongoing operations of the statewide Project Roomkey initiative and urgent rehousing services for participants, as well as the allocation to each jurisdiction and application process for the funding. The County of Orange (County) received an allocation of \$2,286,707 for Fiscal Year 2020-21. County Welfare Directors wishing to accept the funds allocated to their county were to complete a Project Roomkey and Rehousing Strategy Certification by November 30, 2020. On December 1, 2020, Social Services Agency (SSA) received notice from CDSS that the County's request for Project Roomkey and Rehousing Strategy funding was approved in the amount of \$2,286,707, with funds</p>	



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available through June 30, 2021.

On July 13, 2021, the State of California Budget Act of 2021, appropriated an additional \$150 million in one-time state GF for continuation of the Project Roomkey and Rehousing Strategy. On July 29, 2021, CDSS issued an ACWDL to inform County Welfare Directors of this funding opportunity for the provision of Project Roomkey and Rehousing Strategy non-congregate shelter and rehousing services in Fiscal Year 2021-22. The County of Orange received a noncompetitive need-based allocation of \$117,537. County Welfare Directors must complete and submit a Directors Certification form by September 10, 2021, to request and accept these funds from CDSS. SSA is now bringing the grant funding authorization to the Board of Supervisors for review and approval.

The County of Orange Health Care Agency (HCA) Office of Care Coordination is currently overseeing the implementation of Project Roomkey in Orange County. As such, HCA Office of Care Coordination is coordinating and collaborating with SSA, as the state designated SSA as the eligible entity to apply for and administer the funding. A Memorandum of Understanding between HCA and SSA will establish the collaborative efforts in meeting the funding objectives in ensuring the safety of people vulnerable to COVID-19 and those who test positive for or are exposed to COVID-19 and to comply with the state obligations.

Approval of this award for funds will allow for continuity for provision of Project Roomkey program services and provide a needed resource to the System of Care as the County continues to address homelessness during the COVID-19 pandemic.

Board Resolution Required?

(Please attach document to eForm)

Yes

No

Deputy County Counsel Name:

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

Recommended Action/Special Instructions

(Please specify below)

1. Authorize the Social Services Agency Director or designee to apply for the Project Roomkey and Rehousing Strategy allocation in the amount of \$117,537, and to execute an agreement with the State of California Department of Social Services to administer the Project Roomkey and Rehousing Strategy funds.

Department Contact:

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

Debra J. Baetz
(714) 541-7773
Debra.Baetz@ssa.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:

Debra J. Baetz



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 19, 2021																
Requesting Agency/Department:	Orange County Sheriff-Coroner Department																
Grant Name and Project Title:	Selective Traffic Enforcement Program (STEP) Grant (CDFA# 20.600, 20.608, 20.616)																
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	State of California Office of Traffic Safety																
Application Amount Requested:	\$799,710																
Application Due Date:	January 30, 2021																
Board Date when Board Approved this Application:	January 12, 2021																
Awarded Funding Amount:	\$500,500																
Notification Date of Funding Award:	06/30/2021 (Tentative Award)																
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>																	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:																
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	<table border="1"> <thead> <tr> <th>Grant Term</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>10/01/14 – 09/30/15</td> <td>\$330,620</td> </tr> <tr> <td>10/01/15 – 09/30/16</td> <td>\$424,328</td> </tr> <tr> <td>10/01/16 – 09/30/17</td> <td>\$510,000</td> </tr> <tr> <td>10/01/17 – 09/30/18</td> <td>\$521,000</td> </tr> <tr> <td>10/01/18 – 09/30/19</td> <td>\$350,000</td> </tr> <tr> <td>10/01/19 – 09/30/20</td> <td>\$394,000</td> </tr> <tr> <td>10/01/20 – 09/30/21</td> <td>\$450,370</td> </tr> </tbody> </table>	Grant Term	Amount	10/01/14 – 09/30/15	\$330,620	10/01/15 – 09/30/16	\$424,328	10/01/16 – 09/30/17	\$510,000	10/01/17 – 09/30/18	\$521,000	10/01/18 – 09/30/19	\$350,000	10/01/19 – 09/30/20	\$394,000	10/01/20 – 09/30/21	\$450,370
Grant Term	Amount																
10/01/14 – 09/30/15	\$330,620																
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10/01/18 – 09/30/19	\$350,000																
10/01/19 – 09/30/20	\$394,000																
10/01/20 – 09/30/21	\$450,370																
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:																
County Match?	Yes <input type="checkbox"/> Amount ____ or ____ % No <input checked="" type="checkbox"/>																
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	N/A																
Will the grant/program create new part or full-time positions?	No																
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.																

The Selective Traffic Enforcement Program grant are funds intended to reduce the number of persons killed and injured in crashes involving alcohol, speed, red light running, and other primary collision factors. "Best practice" strategies, such as DUI saturation patrols to apprehend drunk drivers, warrant service operations targeting DUI violators who failed to appear in court or who violate probation, stakeouts, and court stings, may be utilized. Efforts may also target reducing speed, aggressive driving, seat belt enforcement, intersection operations with disproportionate numbers of traffic crashes, and special enforcement operations encouraging motorcycle safety. Increased DUI enforcement and an intensive media campaign will be conducted on a county-wide basis. Participating law enforcement agencies throughout the county, including the Alcoholic Beverage Control and the California Highway Patrol, will conduct DUI enforcement activities during both summer and winter holidays, Memorial Day, Fourth of July weekend, and other special events with identified DUI problems. Activities include



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DUI checkpoints, DUI situational patrols, multi-agency DUI task force operations, warrant/probation sweeps and court sting operations for repeat DUI offenders. These strategies enhance media attention to provide an overall deterrent effect.

These grant-funded program activities will work in concert to assist law enforcement in their ongoing efforts to increase public safety. The grant period is October 1, 2021 through September 30, 2022. Current grant funding now combines two previous grants (i.e., STEP Grant and the DUI Avoid Campaign Grant) which were combined into one in 2015.

Board Resolution Required?

(Please attach document to eForm)

Yes

No

Deputy County Counsel Name:

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

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

Recommended Action/Special Instructions

(Please specify below)

Accept the State of California Office of Traffic Safety Selective Traffic Enforcement Program Grant award in the amount of \$500,500 for the period of October 1, 2021 through September 30, 2022, and authorize the Sheriff-Coroner or designee to execute the State of California Office of Traffic Safety Grant Agreement.

Department Contact :

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

Sergeant Brent Jasper, bwjasper@ocsd.org, (949) 425-1886

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:

Sergeant Brent Jasper or designee



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Grant Authorization eForm**

Board Resolution Required? (Please attach document to eForm)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	Nicole Sims, Supervising Deputy County Counsel, reviewed the grant award.	
Recommended Action/Special Instructions (Please specify below)		
Request authorization to accept the Drug Prevalence in DUI Drivers Grant from the CA Office of Traffic Safety in the amount of \$ 299,850 and for the Sheriff-Coroner or designee to execute the Grant Agreement. Resolution not required for this grant.		
Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.	
Bruce Lyle, blyle@ocsheriff.gov , 714-834-6392		
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:	
Bruce Lyle, Assistant Director of the Orange County Crime Lab		



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / GRANT AWARD

Today's Date:	September 2, 2021
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Victim Witness Assistance Program
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Governor's Office of Emergency Services
Application Amount Requested:	\$2,961,415
Application Due Date:	June 25, 2021
Board Date when Board Approved this Application:	February 23, 2021
Awarded Funding Amount:	\$2,961,415
Notification Date of Funding Award:	September 2, 2021
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 20-21; Applied for \$3,067,810; Awarded \$3,067,810
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input type="checkbox"/> Amount ____ or ____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No new position is required.
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.
<p>The Victim Witness Assistance Program is supported by the Federal Victim of Crime Act. The program provides high quality, comprehensive services that address the individual needs of victims and witnesses of violent crime. The District Attorney was awarded \$2,961,415 to continue the program.</p> <p>Grant funds support a specialized team within Waymakers to provide coordination for the appearance of all subpoenaed witnesses in misdemeanor trials, preliminary trials, preliminary felony hearings and felony trials at the request of the OCDA. Service requirements include placing witnesses "on-call", making case status and disposition available to the witness, notification and intervention with the witness' employer, arranging transport of the witness to court, and "call-off" of witnesses. The team consists of program directors, victim advocates and coordinators to assist victims.</p>	
Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the Resolution)</small>	James Harman, Deputy County Counsel



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Recommended Action/Special Instructions

(Please specify below)

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

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with CalOES accepting the grant award of \$2,961,415 to continue the Victim Witness Assistance Program for fiscal years 2021-22 and 2022-23.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Victim Witness Assistance Program.

Department Contact :

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

Glenn Robison (714) 347-8778 glenn.robison@da.ocgov.com

Name of the individual attending the Board Meeting:

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

Glenn Robison

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

September 14, 2021

WHEREAS, the County of Orange desires to undertake its project designated “The Victim/Witness Program” to be funded from funds made available through the Federal Victim of Crime Act administered by the State of California, Office of Emergency Services (hereafter referred to as CalOES).

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

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CalOES for the Victim/Witness Assistance Program, effective from October 1, 2021 to September 30, 2022, in the amount not to exceed \$2,961,415.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the County’s performance of this Grant Award Agreement, including civil court actions for damages. The State of California and Cal OES disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / GRANT AWARD

Today's Date:	September 7, 2021																	
Requesting Agency/Department:	District Attorney's Office																	
Grant Name and Project Title:	Alcohol and Drug Impaired Driver Grants: Vertical Prosecution Program and California Traffic Safety Resource Program Training Network																	
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Office of Traffic Safety																	
Application Amount Requested:	Total Grant Application Amount: \$1,944,928 <ul style="list-style-type: none"> • Vertical Prosecution Program: \$1,111,500 • CA Traffic Safety Resource Program: \$833,428 																	
Application Due Date:	January 31, 2021																	
Board Date when Board Approved this Application:	January 26, 2021																	
Awarded Funding Amount:	Total Grant Application Award: \$1,944,896 <ul style="list-style-type: none"> • Vertical Prosecution Program: \$1,111,504 • CA Traffic Safety Resource Program: \$833,392 																	
Notification Date of Funding Award:	September 7, 2021																	
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>																		
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:																	
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	<table border="1"> <thead> <tr> <th>Year</th> <th>Amount</th> <th>Purpose</th> </tr> </thead> <tbody> <tr> <td>FFY 20-21</td> <td>\$1,039,400</td> <td>Vertical Prosecution</td> </tr> <tr> <td>FFY 20-21</td> <td>\$761,738</td> <td>Statewide Training</td> </tr> <tr> <td>FFY 19-20</td> <td>\$754,563</td> <td>Vertical Prosecution</td> </tr> <tr> <td>FFY 19-20</td> <td>\$722,513</td> <td>Statewide Training</td> </tr> </tbody> </table>			Year	Amount	Purpose	FFY 20-21	\$1,039,400	Vertical Prosecution	FFY 20-21	\$761,738	Statewide Training	FFY 19-20	\$754,563	Vertical Prosecution	FFY 19-20	\$722,513	Statewide Training
Year	Amount	Purpose																
FFY 20-21	\$1,039,400	Vertical Prosecution																
FFY 20-21	\$761,738	Statewide Training																
FFY 19-20	\$754,563	Vertical Prosecution																
FFY 19-20	\$722,513	Statewide Training																
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																	
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:																	
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>																	
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	N/A																	
Will the grant/program create new part or full-time positions?	Existing personnel will provide the grant-funded services.																	
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.																	

The California Office of Traffic Safety (OTS) awards funds to identify and address emerging traffic safety issues through innovative and evidence-based programs. This grant will provide continued funding for specialized personnel consisting of prosecutorial and investigative staff to prosecute alcohol and drug impaired driving cases as well as to provide training and technical assistance to police officers, prosecutors and other traffic safety professionals throughout the state. OCDA has been working in partnership with OTS on traffic safety and driving under the influence of drugs prosecutions since 2011. In 2017, OTS designated the District Attorney's Office as the statewide training agency for traffic safety.



CEO-Legislative Affairs Office Grant Authorization eForm

Board Resolution Required? (Please attach document to eForm)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	James Harman, Deputy County Counsel	
Recommended Action/Special Instructions (Please specify below)		
The District Attorney requests the Board to: <ol style="list-style-type: none">1. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreements with the California Office of Traffic Safety accepting the grant awards of \$1,111,504 and \$833,392 to continue the Alcohol and Drug Impaired Vertical Prosecution Program and California Traffic Safety Resource Prosecutor Training Network, respectively, for federal fiscal year 2021-22,2. Authorize the District Attorney, or his designee, to sign and execute on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award, and3. Adopt the Resolution to receive funds for the Alcohol and Drug Impaired Vertical Prosecution and California Traffic Safety Resource Prosecutor Training Network Programs. The District Attorney has been receiving grants for our drug impaired driving program since 2011. OTS requires the District Attorney to submit a Board Resolution.		
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.	
Glenn Robison 714-347-8778, glenn.robison@da.ocgov.com		
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:	
Glenn Robison		

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

September 14, 2021

WHEREAS, the County of Orange desires to undertake its projects designated “Alcohol and Drug Impaired Driver Vertical Prosecution Program” and “California Traffic Safety Resource Prosecutor Training Network” to be funded for federal fiscal year (“federal fiscal year” i.e. October 1, 2021 – September 30, 2022), in part, from funds made available through California Office of Traffic Safety (hereafter referred to as OTS).

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

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, Grant Agreements with Office of Traffic Safety for the Alcohol and Drug Impaired Driver Vertical Prosecution Program for federal fiscal year 2021-22 in the amount not to exceed \$1,111,504, and the California Traffic Safety Resource Prosecutor Training Network for federal fiscal year 2021-22 in the amount not to exceed \$833,392.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant amount but do not materially alter the terms of the grant award.
5. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / GRANT AWARD

Today's Date:	9/4/21
Requesting Agency/Department:	Registrar of Voters
Grant Name and Project Title:	Voter's Choice Act Implementation Advertising
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Secretary of State
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	\$248,530.18
Notification Date of Funding Award:	9/2/2021
Is this an Authorized Retroactive Grant Application/Award? <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Allocation
County Match?	Yes <input type="checkbox"/> Amount_ Dollar for Dollar__ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	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.
<p>The California Secretary of State has appropriated funding to provide the County of Orange with reimbursement of funds used to provide outreach and education services to voters as part of the Voter's Choice Act (VCA) implementation plan for the Statewide Special Recall Election. Services provided under the VCA implementation plan include the designing, printing, and translation of voter education and outreach materials.</p>	
Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the Resolution)</small>	Jacqueline Guzman
Recommended Action/Special Instructions <small>(Please specify below)</small>	
Adopt the Resolution to accept \$248,530.18 from the California Secretary of State for reimbursement of funds used to provide	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

voter outreach and education services.

Authorize the Registrar of Voters, or his designee, to execute the Agreement and sign and submit necessary documents to the California Secretary of State.

Department Contact:

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

Kim Hostler (714) 567-5107, kimberly.hostler@rov.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:

Neal Kelley

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
September 14, 2021

WHEREAS, the California Secretary of State has appropriated funding for reimbursement of funds used to provide outreach and education services to voters as part of the Voter's Choice Act (VCA) implementation plan; and

WHEREAS, the California Secretary of State is willing to provide County with \$248,530.18 in dollar for dollar State funding for Advertisement, Printing, Translation, and Design of Education and Outreach Materials; and

WHEREAS, procedures established by the California Secretary of State require the County to authorize by resolution, the execution of agreements to obtain funding before submission of said agreements to the California Secretary of State.

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

1. Approve State of California Standard Agreement No. 21S10057 providing State funds for VCA implementation activities and authorize Registrar of Voters Neal Kelley or his designee to execute the agreement.
2. Authorize the Registrar of Voters Neal Kelley or his designee to make non-monetary and non-material changes to State of California Standard Agreement No. 21S10057 without further Board action.
3. Authorize Registrar of Voters Neal Kelley, or his designee, as an agent to conduct all negotiations with and sign and submit all documents, including, but not limited to applications, agreements, amendments and payment requests, to the California Secretary of State, which are necessary for the completion of the aforementioned project.

Resolution No. 2021-_____, Item No. <Clerk to complete upon adoption>
Contract for Voter's Choice Act Implementation

JOHN WAYNE AIRPORT
ORANGE COUNTY

MEMORANDUM



DATE: August 31, 2021

To: County Executive Office

FROM: Barry A. Rondinella, Airport Director *BAR*

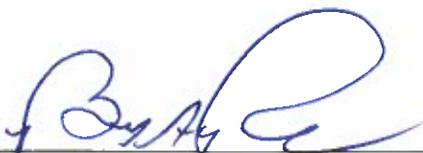
SUBJECT: Request to Approve Retroactive Grant Award – Airport Improvement Program (AIP) – Zero Emissions Airport Vehicle

John Wayne Airport (JWA) requests retroactive approval of the award for the 2021 Federal Aviation Administration (FAA) Zero Emissions Vehicle (ZEV) Grant. The application was approved by the Board of Supervisors on April 27, 2021, for \$783,670.05.

The FAA is funding \$1,006,535 for the purchase of one electric shuttle bus and charger on the condition that JWA will match \$1,006,535 for a second electric shuttle bus and charger. JWA budgeted for this expense in FY 2021-22 in Funds 280 and 281.

On August 25, 2021, the FAA provided the grant agreement to JWA. To secure funding, the FAA requested the agreement be signed and returned the same day. This rapid grant agreement turnaround requirement did not allow for advance notification to the Board.

This memo is being submitted to request the County Executive Office include the subject grant award on the September 14, 2021, Board of Supervisors Meeting agenda.

		<i>8/31/21</i>
	_____ Department Head or Designee	_____ Date
Approved:	<i>Michelle Aguirre</i>	<i>9-2-21</i>
	_____ County Executive Officer or Designee	_____ Date



**CEO/Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 31, 2021
Requesting Agency/Department:	John Wayne Airport
Grant Name and Project Title:	Airport Improvement Program (AIP) funding under Section 511, Zero Emissions Airport Vehicle
Sponsoring Organization/Grant Source:	Federal Aviation Administration (FAA)
Application Amount Requested:	\$783,670.05
Application Due Date:	May 14, 2021
Board Date when Board Approved this Application:*	April 27, 2021
Awarded Funding Amount:*	\$1,006,535
Notification Date of Funding Award:*	August 25, 2021
Is this an Authorized Retroactive Grant Application/Award? This is a retroactive grant award. (If yes, attach memo to CEO)	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	This is not a recurring grant.
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/>
County Match?	Yes <input checked="" type="checkbox"/> Amount: 1,006,535 No <input type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	FY 2021-22 Fund 280 and 281
Will the grant/program create new part or full-time positions?	The grant will not create new positions.
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.
<p>The grant will provide 100% funding for purchasing one Zero-Emission (ZE) Shuttle Bus and one charger provided the Airport purchases one additional bus and charger.</p> <p>The Airport is located in the South Coast Basin, an area designated by the United States Environmental Protection Agency's (EPA's) National Ambient Air Quality Standards (NAAQS) as extreme nonattainment for ozone, precursors of which are oxides of nitrogen (NOx) and volatile organic compounds (VOC), moderate nonattainment for carbon monoxide (CO), and maintenance for particulate matter with a diameter of less than 10 microns (PM₁₀) and particulate matter with a diameter of less than 2.5 microns (PM_{2.5}). This makes the Airport a prioritized candidate for 100% funding of the Project costs under FAA's Zero Emissions Vehicle (ZEV) Program. However, total FAA funding of the Airport's voluntary electric shuttle bus program is hampered because of California Air Resources Board's ZE shuttle bus rule. The FAA ZEV funding grants are limited to voluntary efforts, not purchases to meet regulatory requirements.</p> <p>Prior to the COVID-19 pandemic air travel slow-down, the Airport operated six 26-foot and six 30-foot</p>	



**CEO/Legislative Affairs Office
Grant Authorization eForm**

shuttle buses powered by compressed natural gas (CNG). Over the next 3 to 10 years, depending on air travel and passenger shuttle needs, the Airport intends to replace hydrocarbon-powered shuttle buses with ZE counterparts. By switching to electrically powered ZE shuttle buses, the Airport provides the following benefits to the community:

- Emissions reductions;
- Raised community awareness; and
- Encouragement of technological advancement.

This Project is the Airport's second phase of ZE shuttle bus purchases. The first phase involved the purchase of three ZE shuttle buses with funding from a 2019 FAA ZEV program funding grant. As a part of this second phase, the Airport will use ZEV Program funding to assist in purchasing two 35-foot electrically-powered shuttle buses and chargers. The electric shuttle busses will provide service from the Airport Terminals to off-site employee parking.

The purchase of one bus and charger is expected to cost \$1,006,535. The Airport submitted an application to FAA for ZEV program funding on June 7, 2021, and was awarded the funding grant of \$1,006,535 on August 25, 2021. The Airport will provide funding for the purchase of a second bus and charger (\$1,006,535), which is budgeted in FY 2021-22 Budget in Fund 280 and 281.

Board Resolution Required?

(Please attach document to eForm)

Yes

No

Deputy County Counsel Name:

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

Recommended Action/Special Instructions

(Please specify below)

Accept the grant, when issued, and authorize the Airport Director, or designee, to sign the grant agreement.

Department Contact :

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

Barry Rondinella, Airport Director (949) 252-5183, BRondinella@ocair.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:

Barry Rondinella, Airport Director (949) 252-5183, BRondinella@ocair.com



Continuation or Deletion Request

Date: September 9, 2021
To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Re: ASR Control #: N/A, Meeting Date 9/14/21 Agenda Item No. # CS-2
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-2

Comments: The County Executive Office requests to delete this item from the 9/14/21 Board of Supervisors Hearing Closed Session Agenda.



County Executive Office

Memorandum

September 7, 2021

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer 

Subject: Approve Amended Right of Entry Permit Agreement

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.09.07 15:19:19
+0700

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

2021 SEP -7 PM 4:05

RECEIVED

S24A

The County Executive Office is requesting a Supplemental Agenda Staff Report for the September 14, 2021, Board Hearing.

Agency: County Executive Office, Real Estate Services Approve
Subject: Amended Right of Entry Permit Agreement
Districts: Third District

Reason for supplemental: The City of Irvine requires this Right of Entry Permit to obtain a certification of right-of-way for its Venta Spur Trail Pedestrian Overcrossing Project and to secure funding for the project from Caltrans. A fully executed Amended Right of Entry Permit Agreement is needed by the City of Irvine to meet state funding requirements for the project by September 16, 2021. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:



Andrew Do, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

RECEIVED
2021 SEP -7 PM 4:05
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE: 9/14/21
LEGAL ENTITY TAKING ACTION: Orange County Flood Control District
BOARD OF SUPERVISORS DISTRICT(S): 3
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: Thomas A. Miller
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Thomas Miller (714) 834-6019
James Treadaway (714) 647-3948

SUBJECT: Approve Amended Right of Entry Permit with City of Irvine

CEO CONCUR

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.09.07 15:18:49 -0700

CEO Signature

COUNTY COUNSEL REVIEW

Approved as to form

Digitally signed by Michael A. Haubert
DN: cn=Michael A. Haubert, o=County of
Orange, ou=County Counsel,
email=michael.haubert@ocgov.com, c=US
Date: 2021.09.07 14:47:17 -0700

County Counsel Signature

**CLERK OF THE BOARD
Discussion**

3 Votes Board Majority

Budgeted: No

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: No

of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: \$17,000

Funding Source: See Financial Impact Section

County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Find that the project is Categorical Exempt from the California Environmental Quality Act (CEQA), Class 5 (Minor Alterations in Land Use Limitations) pursuant to CEQA Guidelines, Section 15305.
2. Approve and execute the Amended Right of Entry Permit Agreement between the Orange County Flood Control District and the City of Irvine to provide the City of Irvine with access to property in the Marshburn Channel flood control facility to investigate the acquisition of permanent easement rights and temporary construction easement rights for construction of a bicycle-pedestrian bridge over State Route 133 between the Irvine Boulevard and Great Park Boulevard crossings.
3. Find that the property interest conveyances by the Orange County Flood Control District pursuant to the Amended Right of Entry Permit to implement the City of Irvine's Venta Spur

Trail Pedestrian Overcrossing Project will not unreasonably interfere with the purposes of the Orange County Flood Control District.

4. Authorize the OC Public Works Director or designee to perform all activities specified to be performed by the Director in the Amended Right of Entry Permit.
5. Authorize the County's Chief Real Estate Officer or designee to execute all real property documents, including but not limited to the Grant of Permanent Easement Rights and Grant of Temporary Construction Easement Rights, in substantially the form included as attachments to this Agenda Staff Report, necessary to implement the City of Irvine's Venta Spur Trail Pedestrian Overcrossing Project, when pertinent conditions are met in accordance with the Amended Right of Entry Permit.
6. Authorize the Auditor-Controller upon notification from OC Public Works Director or designee to issue invoices, deposit monies or make payments in accordance with the Amended Right of Entry Permit and all subsequent real property documents necessary to implement the City of Irvine's Venta Spur Trail Pedestrian Overcrossing Project.

SUMMARY:

Approval of the proposed Amended Right of Entry Permit between the Orange County Flood Control District and the City of Irvine with delegated authority to convey certain easements necessary to implement the City of Irvine's Venta Spur Trail Pedestrian Overcrossing Project when pertinent conditions are met will enable the City of Irvine to construct, operate and maintain a separated Class I bicycle-pedestrian over-crossing (bridge) that will span over State Route 133 between the Irvine Boulevard and Great Park Boulevard crossings to improve the mobility of the public and safety of pedestrian traffic in the area.

BACKGROUND INFORMATION:

The City of Irvine (City) wishes to enter into an Amended Right of Entry Permit Agreement (Permit) with the Orange County Flood Control District (District) for access to District real property to investigate the acquisition of a Permanent Easement and Temporary Construction Easement in, on, over, under and across portions of the Marshburn Channel flood control facility located in the City, in an area which the City deems appropriate to construct a separated Class I bicycle-pedestrian over-crossing (bridge) that will span over State Route 133 between the Irvine Boulevard and Great Park Boulevard crossings for the purpose of improving the mobility and safety of pedestrian traffic.

The Permit being presented to the Board of Supervisors (Board) for approval is an amendment to a previous right of entry permit agreement executed by and between the City and the District per delegated authority given to the Chief Real Estate Officer, pursuant to Resolution No. 19-002 and Minute Order dated January 8, 2019. The right of entry permit is being amended to establish parameters required by the District to be included in the Grant of Permanent Easement Rights and the Grant of Temporary Construction Easement Rights should the City decide to move forward with its pedestrian over-crossing project identified by the City as the Venta Spur Trail Pedestrian Overcrossing Project (Project).

It is further requested that the Board delegate authority to the OC Public Works Director or designee (Director) and the Chief Real Estate Officer as necessary to carry out the terms of the Permit, including conveyances of certain property interests for the Project. Board approval of the Permit and said delegated authorities will enable the City to timely certify right-of-way needed for its Project in order to satisfy

milestones that are required for the City's Project to receive certain State of California Transportation Agency funding.

In consideration for the Amended Right of Entry Permit, and as a condition precedent for the Amended Permit to take effect, the City shall pay to the District the amount of \$17,000 to cover the administrative and staff costs for processing an amended agreement.

If approved, the City will tender into escrow the sum of \$174,482 based on what the City believes is just compensation due for the acquisition of permanent easement and temporary construction easements rights needed for the project. County Executive Office-Real Estate Services staff and the Chief Real Estate Officer have reserved the right to affirm the final valuation and final compensation of the actual rights acquired by the City when they are determined at the time of settlement of the Grant of Permanent Easement Rights and the Grant of Temporary Construction Easement Rights documents.

Compliance with CEQA: The proposed project is Categorically Exempt (Class 5) from the provisions of CEQA, pursuant to Section 15305 because there are no major changes in land use or density.

General Plan: The project is consistent with the General Plan of the City of Irvine.

FINANCIAL IMPACT:

Revenue from this agreement is not included in the FY 2021-22 Budget but will be included in the budgeting process for future years. The revenue, including the City's contribution to cover other payments associated with the execution of grant of permanent easement rights and the grant of temporary construction easement rights, shall be credited to OC Flood Fund 400.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

OC Public Works

ATTACHMENT(S):

- Attachment A – Amended Right of Entry Permit
- Attachment B – Right of Entry Permit Executed on 5/19/21
- Attachment C – Grant of Permanent Easement Rights
- Attachment D – Grant of Temporary Construction Easement Rights
- Attachment E – Real Property Conveyance Questionnaire

RIGHT OF ENTRY - LONG FORM

(Form #)

Date: _____

<u>12</u> Dist.	<u>ORA</u> Co	<u>133</u> Rte.	<u>11.4</u> Post
<u>580-111-82 & 580-121-68</u> Parcel No.		<u>0R060</u> Exp Auth <u>(1218000027)</u> Project ID No.	

Project Location: Incorporated City of Irvine
 Project Name: Venta Spur Trail Pedestrian Overcrossing
 Facility/Parcel Nos: Marshburn Channel (Facility No. F16)
 Assessor's Parcel No. 580-111-82 & 580-121-68

AMENDED RIGHT OF ENTRY PERMIT

(Venta Spur Trail Pedestrian Overcrossing Project)

In the form of an Amended Right of Entry Permit (“**Amended Permit**”) issued on _____, 2021 (“**Effective Date**”) by the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (“**District**”), to the CITY OF IRVINE, a California municipal corporation (“**City**”, which shall also refer to City’s successors or assigns), without regard to number or gender. District and City may sometimes hereinafter be individually referred to as “Party” or jointly as “Parties.” This Amended Permit hereby supersedes the Right of Entry Permit dated May 19, 2021 executed between the Parties on Exhibit C. District hereby grants to the City permission to enter a portion of that District owned property known as Marshburn Channel (“**Facility No. F16**”) which is located in the City of Irvine, California in the County of Orange as described in **Exhibits A** and depicted on **Exhibits B**, all exhibits attached hereto (“**Permit Area**”) for the purposes of gathering information or engaging in other activities consistent with this Permit (“**Authorized Activities**”) as long as the Authorized Activities remain consistent with the terms and conditions stated herein.

It is understood that this permission is not a waiver in any way of the right of compensation for such land or of any remedy authorized by law to secure payment therefor. It is the intent of the City to pay just compensation to the District for permission to enter the Permit Area and to construct the bridge improvements over the Permit Area (“**City Project**”) in the manner proposed per those approved plans for City’s *Venta Spur Trail Pedestrian Overcrossing, CIP 321701* which plans shall be approved by the District via the County of Orange permit process (“**County Property Permit**”). City agrees to obtain and maintain a County Property Permit during any construction and/or staging activities in the Permit Area.

In consideration for this Amended Permit, and as a condition precedent for this Amended Permit to take effect, the City shall pay to OC Flood Control District the amount of SEVENTEEN THOUSAND DOLLARS (\$17,000). Additionally, the City will tender into escrow the sum of \$174,482, based upon the District’s appraisal valuation of temporary construction easement (“**TCE**”) rights and permanent easement rights required by the City (collectively, “**Estimated Easement Costs**”).

RIGHT OF ENTRY - LONG FORM (Cont.)

(Form #)

District acknowledges that the Estimated Easement Costs referenced above represents the full amount of what the City believes is just compensation due for the acquisition of property needed (i.e., Permanent Easement and Temporary Construction Easement); the District does not agree that this amount represents just compensation. The final valuation and final compensation will be determined by the actual rights acquired by the City at the time of settlement.

The Parties, their successors, and assigns acknowledge and agree that any Temporary Construction Easement and Permanent Easement related to this Amended Permit shall include, inter alia, a reservation of rights to the District for itself and its successors and assigns ("**District's Reservation of Rights**") in any area subject to this Amended Permit, any Temporary Construction Easement and Permanent Easement: (i) such surface, subsurface and aerial rights as will not unreasonably interfere with or prohibit the use by City of the rights and easement to be granted; (ii) the right to act in accordance with the Orange County Flood Control Act set forth in California uncodified Water Code, Act 5682, section 2, also referred to as Water Code App. Sections 36-1 et seq, also referred to as Chapter 723 of the State of California Statutes of 1927, as amended, including but not limited to improving, construction, reconstructing, rehabilitating, operating and maintaining Facility No. F16; (iii) City's rights are subject to the requirement that the City not interfere with the use of Facility No. F16 for the purposes of the District as set forth in the "*Orange County Flood Control Act*" in Section 36-1 et seq. of the Water Code Appendix or as otherwise amended by applicable law. District's right to maintain and improve Facility No. F16 within the Permanent Easement or Temporary Construction Easement areas shall not be subject to any permit requirement or fees.

In the event City's use of the Permit Area, Temporary Easement area or Permanent Easement area shall at any time interfere with the operation, maintenance, replacement, or improvement of Facility No. F16, or otherwise interfere with District's property as determined by the Director of Orange County Public Works or their designee ("**Director**"), City shall, within ninety (90) days of receipt of written notice from Director, relocate at City's expense City's improvements to a site designated by Director ("**Relocation**"). Director shall endeavor to designate a Relocation site between Great Park Boulevard and Irvine Boulevard. To the extent said Relocation is on District's property, the Parties shall cooperate in negotiating and executing in recordable form, such amendments as are necessary to effectuate any such relocation specified in this section.

Should the Parties fail to reach a settlement and it becomes necessary for City to file a condemnation action to acquire the Property, the Parties agree the amount deposited into escrow shall not be admissible as evidence of value in such condemnation proceeding. The Parties agree that the deposit and payment under this Agreement shall be equivalent to a deposit and payment under California Code of Civil Procedure section 1255.010 and that the basis for such deposit and payment, including but not limited to any appraisal, shall be governed by Code of Civil Procedure section 1255.060. Accordingly, the Parties agree that the amount deposited or withdrawn under this Agreement may not be given in evidence or referred to in any trial on the issue of compensation and further agree that any appraiser who prepared any report or statement concerning the deposit may not be called to testify at any such trial.

This transaction will be handled through an escrow with Commonwealth Land Title Company, Escrow No. _____. City shall pay all escrow fees and other related fees incurred in this transaction. District shall be entitled to interim disbursement of \$174,482 from the Estimated Easement Costs, above.

RIGHT OF ENTRY - LONG FORM (Cont.)

(Form #)

EXHIBIT

8-EX-23 (REV 2/2016)

Page 3 of 7

This escrow shall remain open until either a final settlement, or until termination of this Amended Permit, or until a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded by City. Notwithstanding a final settlement or termination of this Amended Permit, any terms and conditions related to Relocation and District's Reservation of Rights shall remain in effect and incorporated into any subsequent Permanent Easement and/or Temporary Construction Easement. Any sum disbursed to, and retained by, District from this escrow shall be deducted from the ultimate amount received by District as a result of any settlement, award, or verdict of just compensation for the Property.

This Permit is granted subject to all encumbrances, assessment, and easements ("**Parcel Restrictions**") contain in Preliminary Report prepared by Commonwealth Land Title Company under Order No. 92012837-920-CMM-CM8 dated January 11, 2021 and City warrants it has obtained and reviewed said Preliminary Report. Further, City warrants that all Authorized Activities shall be conducted in accordance with said Parcel Restrictions and shall indemnify and hold harmless District and the County of Orange from any and all claims or liability whatsoever that may arise as a result of City's exercise of rights pursuant to this Permit.

This permission is granted in consideration of the location, improvement and construction of the City Project and incidents thereto, which it is understood is under consideration by the City, with the understanding that you intend hereafter to negotiate with the District to agree upon terms of compensation.

Section 1245.235 of the Code of Civil Procedure requires the City, to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the Council and be heard on the matters referred to in Section 1240.030 of the Code of Civil Procedure, which provides:

"The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- (1) The public interest and necessity require the project.
- (2) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (3) The property sought to be acquired is necessary for the project.
- (4) The offer required by Section 7267.2 of the Government Code has been made to the owner or others of record. (If an offer has not been made, an appraisal will be prepared as soon as practicable and an offer made of the full amount of such appraisal."

By granting this irrevocable right to possession and use of the parcels to City, District does not waive any rights or remedies including the following: (1) Notice required by Code of Civil Procedure Section 1245.235 of the hearing of the matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution of necessity by the City of Irvine City Council authorizing the taking of the property described in Exhibits A and Exhibits B; (2) District's right to object to the filing of an eminent domain proceeding to acquire the property described in Exhibits A and Exhibits B; and (3) in

RIGHT OF ENTRY - LONG FORM (Cont.)

(Form #)

any eminent domain action filed by City to acquire the property described in Exhibits A and Exhibits B, District's right to challenge City's right to take such property.

City shall, to the satisfaction of the Director, and at no cost to District, keep and maintain the Permit Area and the bridge in good and safe condition, and shall at all times conduct all operations within the Permit Area in a safe and responsible manner. City shall inspect and evaluate Facility No. 16 in and around each Bridge abutment and foundation for damage potential shortly after every 25-year storm event (i.e. a 24-hour precipitation event with a probable recurrence of once in 25 years as defined by the National Weather Service) or greater, as well as, every two years. City shall keep the Permit Area clean and in good repair at its sole cost and expense. It shall be City's responsibility to take all steps necessary or appropriate to maintain such standard of condition, repair and operation. The bridge and other City improvements must be free and clear of all liens, claims, or liability for labor or materials.

City further agrees to keep the Permit Area, including but not limited to the bridge, free and clear of rubbish, litter, graffiti and animal waste. City shall designate in writing to Director, a representative who shall be responsible for the day-to-day operation and level of maintenance and general order of the bridge and Permit Area. City shall promptly, at its sole cost and expense, repair or replace any portion of the bridge, facilities, equipment, fencing, gates, signs, posts, or improvements on the Property located under, over, within or adjacent to the Permit Area that are disturbed, damaged, vandalized or destroyed as a result of activities in the exercise of City's rights hereunder. Such repair or restoration shall be to approximately the same quality of material, workmanship and condition as existed prior to such damage or destruction.

District shall have no obligation to maintain or make any repairs or replacements to City Project unless a result of liability arising out of the concurrent active or sole negligence, gross negligence, or willful misconduct of District, and./or County, their elected and appointed officials, officers, agents, employees or contractors. If City fails to maintain or make repairs or replacements as required herein, Director may notify City in writing of said failure. Should City fail to correct the situation within a reasonable time thereafter as established by Director, Director may have the necessary correction made and the cost thereof, including but not limited to the cost of labor, materials, and equipment and a fifteen percent (15%) administration fee of such costs, shall be paid by City within ten (10) days following receipt of a statement of said cost from Director. Director may, at Director's option, choose other remedies available herein, or by law.

Any modification of this Permit shall be in writing and shall not be effective unless agreed to in writing. All notices, documents, correspondence and communication concerning this Permit shall be addressed as set forth below, or as the parties may hereafter designate by written notice, and shall be deemed to have been duly given if and when personally served, upon delivery if sent by Federal Express, private commercial delivery or courier services for next business day delivery, or 48 hours after being sent by the United States registered mail, return receipt requested, postage prepaid. Any such mailing shall be deemed served or delivered twenty-four (24) hours after mailing. Each Party may change the address for notices by giving the other Party at least ten (10) calendar days prior notice of the new address.

If to District: Orange County Flood Control District
 c/o CEO Real Estate
 P.O. Box 4048

RIGHT OF ENTRY - LONG FORM (Cont.)

(Form #)

EXHIBIT

8-EX-23 (REV 2/2016)

Page 5 of 7

Santa Ana, CA 92702-4048

Reference: Venta Spur Trail Pedestrian Overcrossing

Facility/Parcel Nos.: Marshburn Channel / F16

If to City:

City of Irvine

One Civic Center Plaza

P.O. Box 19575

Irvine, CA 92623-9575

Attn: Director of Public Works and Transportation

Signature Page to Follow

RIGHT OF ENTRY - LONG FORM (Cont.)
(Form #)

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT HAS
BEEN DELIEVERED TO THE
CHAIR OF THE BOARD PER
GOVERNMENT CODE
SECTION 25103, RESO. 79-1535

Orange County Flood Control District

A body corporate and politic

By: _____
Chairman of the Board of Supervisors
Orange County, California

Attest: _____
ROBIN STIELER
Clerk of the Board of Supervisors of
Orange County, California

Approved as to Form
Office of the County Counsel
County of Orange, California

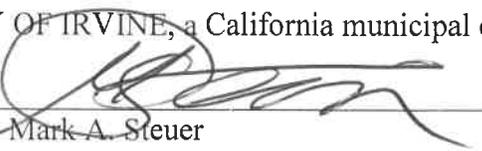
By: _____ August 30, 2021
Deputy County Counsel Date

RIGHT OF ENTRY - LONG FORM (Cont.)
(Form #)

ACCEPTED:

CITY OF IRVINE, a California municipal corporation

By:



Mark A. Steuer
Director of Public Works and
Transportation

APPROVED AS TO FORM:

By:



City Attorney

OCPW Trail Easement

Exhibit "A"
Legal Description

44 TRAIL EASEMENT

45 A strip of land 17.00 feet wide, the centerline of which is described as follows:
46 BEGINNING at the hereinabove described REFERENCE LINE Point "E";
47 thence along said Reference Line South 53°30'06" East 39.70 feet to the southeasterly
48 boundary of said Grant Deed to Orange County Flood Control District.

49
50 Sidelines of said strip shall be lengthened or shortened so as to terminate northwesterly
51 in the northwesterly boundary and southeasterly in the southeasterly boundary of said
52 Grant Deed to Orange County Flood Control District.

53
54 CONTAINING: 675 S.F. or 0.015 Acres, more or less.

55
56 SUBJECT TO all Covenants, Conditions, Reservations, Restrictions, Rights, Rights-of-
57 Way and Easements of Record, if any.

58
59 EXHIBIT "B" attached and by this reference made a part hereof.

60
61
62
63


2/11/2021

64 Steven C. Slocum P.L.S. 9044
65 Michael Baker International
66 5 Hutton Centre, Suite 500
67 Santa Ana, California 92707

DATE



68
69 JN 178124

70 \\RVICA1FS1.bkr.mbakercorp.com\HROOT\pdata\178124\CADD\Mapping\Exhibits\178124 OCFCD TCE
71 Trail\LEGAL\TRAIL\178124 SE TRAIL.docm

NOTE:

() INDICATES RECORD DATA PER TRACT NO. 16666, M.M. 882/1-10.

P.O.C. REF. LINE

S&W "L.S. 5347" PER TRACT NO. 16666, M.M. 882/1-10

NE'LY R.O.W. LINE OF SABLE AND SW'LY LINE LOT 21 OF TRACT NO. 16666, M.M. 882/1-10.

TRACT NO. 17320
M.M. 899/30-39



PREPARED BY ME OR UNDER MY DIRECTION:

[Signature] 2/11/2021

STEVEN C. SLOCUM DATE
P.L.S. 9044

EMBERGLOW
(PUBLIC STREET)

PER INST. NO. 2012000148927 O.R.

CROSSPOINTE
(PUBLIC STREET)

PER INST. NO. 2012000148927 O.R.

P.O.B. REFERENCE LINE

REFERENCE LINE AND CENTERLINE OF AN EASEMENT FOR TRAIL AND SIDEWALK PURPOSES

EXCEPTION 1, EASEMENT FOR TRAIL AND SIDEWALK PURPOSES PER TRACT NO. 16666, M.M. 882/1-10.

SABLE
(PUBLIC STREET)

PER INST. NO. 2012000148927 O.R.

PT. "A"
PT. "B"
PT. "C"
PT. "D"

REFERENCE LINE

TRACT NO. 16666
M.M. 882/1-10
LOT 21

SOUTHEASTERLY BOUNDARY OF TRACT NO. 16666, M.M. 882/1-10

ROUTE 133
300276-2
19980694409, O.R.

STATE PARCEL INSTR. NO. REFERENCE LINE

LINE TABLE		
NO.	BEARING	LENGTH
L1	S49°20'43"E	6.00'
L2	S49°20'43"E	6.43'
L3	S49°20'43"E	13.06'

EXHIBIT "B"

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION FOR

CITY OF IRVINE
TRAIL EASEMENT

CONTAINING: 675 S.F.

- SEE SHEET 2 -

SHEET 1 OF 2 SHEETS

Michael Baker

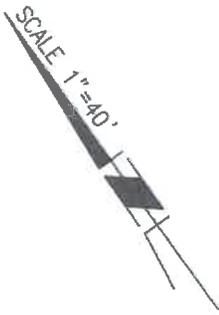
INTERNATIONAL

5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707

(949) 472-3505 · MBAKERINTL.COM

JANUARY 8, 2020

178124



- SEE SHEET 1 -

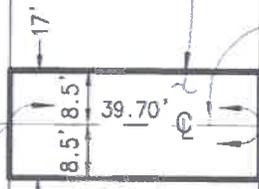
STATE PARCEL 300276-2
 ROUTE 133
 INSTR. NO. 19980694409 O.R.
 REFERENCE LINE

250.94'
 S53°30'06"E 290.64'

NW'LY BOUNDARY OF OCFCO, INST. NO. 2009000620061 O.R. AND SW'LY BDRY OF PARCEL 300276-2, INST. NO. 19980694409 O.R.

P.O.B. TRAIL EASEMENT POINT 'E'
 (S36°05'49"W 740.79' R1)

O.C.F.C.D.
 INST. NO.



R/W 2009000620061 O.R.
 TRAIL EASEMENT

SE'LY BOUNDARY OF OCFCO, INST. NO. 2009000620061 O.R.

REFERENCE LINE AND CENTERLINE OF TRAIL EASEMENT

POINT OF TERMINUS REFERENCE LINE
 SE'LY BOUNDARY OF OCFCO, INST. NO. 2009000620061 O.R.

TRACT NO. 17877 LOT "A"
 M.M. 950/1-12

NOTE:

- () INDICATES RECORD DATA PER:
- (R1) GRANT DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT PER DOCUMENT RECORDED NOVEMBER 16, 2009 AS INST. NO. 2009000620061 O.R.
- (R2) STATE OF CALIFORNIA RIGHT-OF-WAY MAP NO. TR-133-A2, SHEET 5, AND INST. NO. 19980694409 O.R.

EXHIBIT "B"
 SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR
 CITY OF IRVINE
 TRAIL EASEMENT

SHEET 2 OF 2 SHEETS

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500
 Santa Ana, CA 92707

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JANUARY 8, 2020

178124

OCPW Temporary Construction Easement

**Exhibit "A"
Legal Description**

44 **PARCEL 1**

45 A strip of land 120.00 feet wide the centerline of which is described as follows:
46 **BEGINNING** at the hereinabove described **REFERENCE LINE** Point "E";
47 thence along said Reference Line South 53°30'06" East 39.70 feet to the southeasterly
48 boundary of said Grant Deed to Orange County Flood Control District.

49
50 **EXCEPTING** therefrom that part lying within a strip of land 17.00 feet wide, being 8.5 feet
51 northeasterly and 8.5 feet southwesterly from the above described centerline and
52 **REFERENCE LINE**, between the **POINT OF BEGINNING** and **POINT OF TERMINUS**.

53
54 Sidelines of said strips shall be lengthened or shortened so as to terminate northwesterly
55 in the northwesterly boundary and southeasterly in the southeasterly boundary of said
56 Grant Deed to Orange County Flood Control District.

57
58 **CONTAINING:** 4,089 S.F. or 0.094 Acres, more or less.

59
60 **SUBJECT TO** all Covenants, Conditions, Reservations, Restrictions, Rights-of-Way and
61 Easements of Record, if any.

62
63 **EXHIBIT "B"** attached and by this reference made a part hereof.

64
65 

66
67 1/21/2021

68 Steven C. Slocum P.L.S. 9044

DATE

69 Michael Baker International
70 5 Hutton Centre, Suite 500
71 Santa Ana, California 92707
72 JN 178124

73 \\RVICA1FS1.bkr.mbakercorp.com\HROOT\pdata\178124\CADD\Mapping\Exhibits\178124
74 Trai\LEGAL\TCE\178124 SE TCE.docm



OCFCD TCE

NOTE:

() INDICATES RECORD DATA PER TRACT NO. 16666, M.M. 882/1-10.

P.O.C. REF. LINE

S&W "L.S. 5347" PER TRACT NO. 16666, M.M. 882/1-10

NE'LY R.O.W. LINE OF SABLE AND SW'LY LINE LOT 21 OF TRACT NO. 16666, M.M. 882/1-10.

TRACT NO. 17320
M.M. 899/30-39



PREPARED BY ME OR UNDER MY DIRECTION:

[Signature] 1/21/2021

STEVEN C. SLOCUM DATE
P.L.S. 9044

EMBERGLOW
(PUBLIC STREET)
PER INST. NO. 2012000148927 O.R.

(N40°39'17"E)
CROSSPOINTE
(PUBLIC STREET)
PER INST. NO. 2012000148927 O.R.

P.O.B. REFERENCE LINE

REFERENCE LINE AND CENTERLINE OF AN EASEMENT FOR TRAIL AND SIDEWALK PURPOSES

EXCEPTION 1, EASEMENT FOR TRAIL AND SIDEWALK PURPOSES PER TRACT NO. 16666, M.M. 882/1-10.

TRACT NO. 16666
M.M. 882/1-10
LOT 21

LOT 21

PT. "A"
PT. "B"
PT. "C"
PT. "D"

REFERENCE LINE

SOUTHEASTERLY BOUNDARY OF TRACT NO. 16666, M.M. 882/1-10

STATE PARCEL INSTR. NO. 19980694409, O.R.
ROUTE 133 300276-2

LINE TABLE		
NO.	BEARING	LENGTH
L1	S49°20'43"E	6.00'
L2	S49°20'43"E	6.43'
L3	S49°20'43"E	13.06'

EXHIBIT "B"

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION FOR

CITY OF IRVINE
TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)

CONTAINING: 4,089 S.F.

- SEE SHEET 2 -

SHEET 1 OF 2 SHEETS

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707

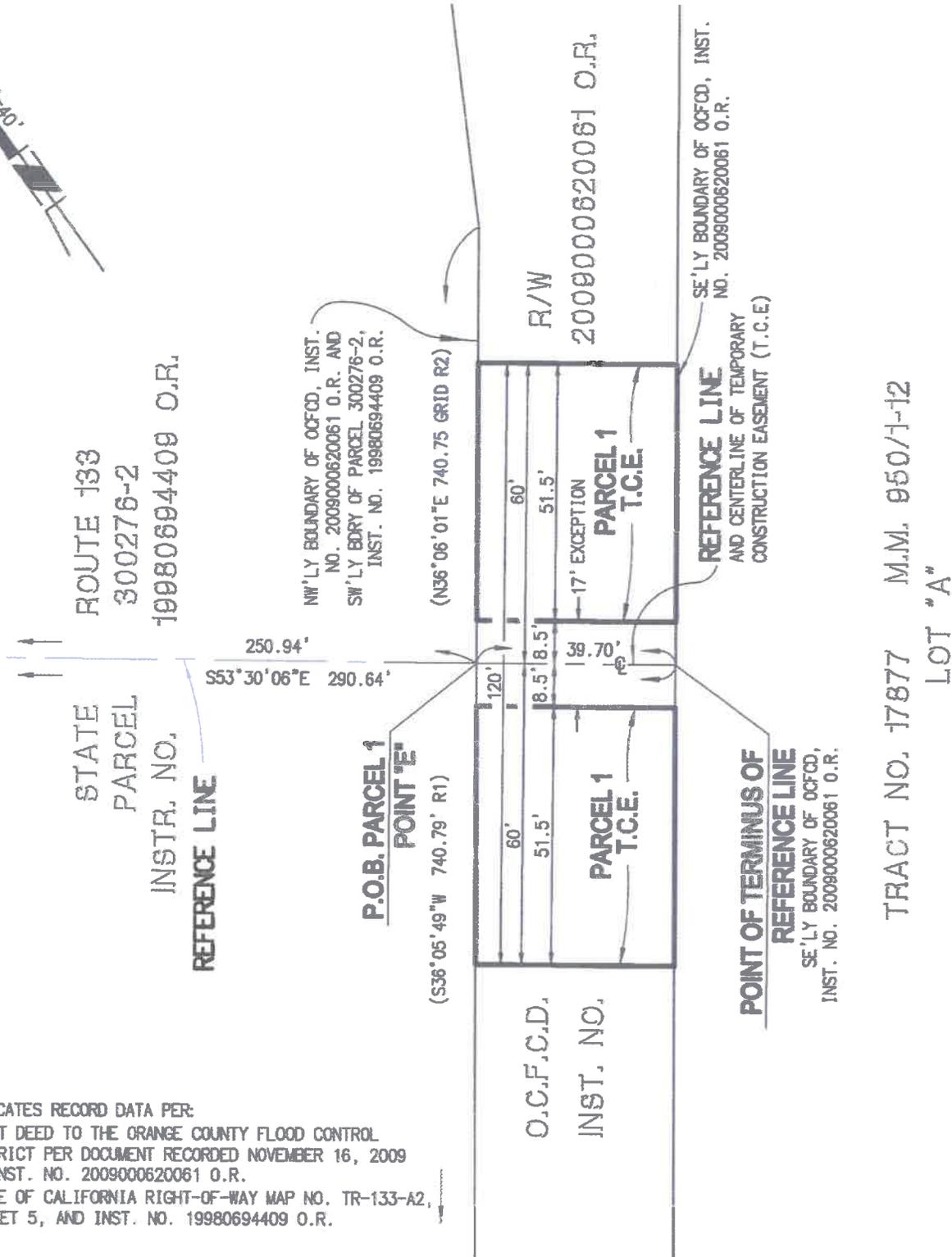
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JANUARY 8, 2020

178124

SCALE 1"=40'

- SEE SHEET 1 -



NOTE:

- () INDICATES RECORD DATA PER:
- (R1) GRANT DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT PER DOCUMENT RECORDED NOVEMBER 16, 2009 AS INST. NO. 2009000620061 O.R.
- (R2) STATE OF CALIFORNIA RIGHT-OF-WAY MAP NO. TR-133-A2, SHEET 5, AND INST. NO. 19980694409 O.R.

EXHIBIT "B"
 SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR
 CITY OF IRVINE
 TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)

SHEET 2 OF 28 SHEETS

Michael Baker
INTERNATIONAL
 5 Hutton Centre Drive, Suite 500
 Santa Ana, CA 92707
 (949) 472-3505 · MBAKERINTL.COM
 JANUARY 8, 2020 178124

TRACT NO. 17877 M.M. 050/H-12
 LOT "A"

RIGHT OF ENTRY - LONG FORM

(Form #)

Date:

May 19, 2021

12 Dist.	ORA Co	133 Rte.	11.4 Post
580-111-82 & 580-121-68 Parcel No.		0R060 Exp Auth (1218000027) Project ID No.	

Project Location: Incorporated City of Irvine
 Project Name: Venta Spur Trail Pedestrian Overcrossing
 Facility/Parcel Nos: Marshburn Channel (Facility No. F16)
 Assessor's Parcel Nos. 580-111-82 & 580-121-68

RIGHT OF ENTRY PERMIT

(Venta Spur Trail Pedestrian Overcrossing Project)

In the form of this Right of Entry Permit (“**Permit**”) issued on May 19, 2021 (“**Effective Date**”) by COUNTY OF ORANGE, political subdivision of the State of California (“**COUNTY**”) to the CITY OF IRVINE, a California municipal corporation (“**CITY**”), without regard to number or gender. County and City may sometimes hereinafter be individually referred to as “Party” or jointly as “Parties.” County hereby grants to the City permission to enter a portion of that County owned property known as Marshburn Channel (Facility No. F16) which is located in the City of Irvine, California in the County of Orange as described in **Exhibits A** and depicted on **Exhibits B**, all exhibits attached hereto (“**Permit Area**”) for the purposes of gathering information or engaging in other activities consistent with this Permit (“**Authorized Activities**”) as long as the Authorized Activities remain consistent with the terms and conditions stated herein.

It is understood that this permission is not a waiver in any way of the right of compensation for such land or of any remedy authorized by law to secure payment therefor. It is the intent of the City to pay just compensation to the County for permission to enter the Permit Area and to construct the bridge improvements over the Permit Area (“**City Project**”) in the manner proposed per those CITY plans, specifications and estimates for the *Venta Spur Trail Pedestrian Overcrossing, CIP 321701* which plans shall be approved by the COUNTY via the County of Orange permit process (“County Property Permit”). City agrees to obtain and maintain a County Property Permit during any construction and/or staging activities in the Permit Area

This Permit is granted subject to all encumbrances, assessment, easements (“**Parcel Restrictions**”) contain in Preliminary Report prepared by Commonwealth Land Title Company under Order No. 92012837-920-CMM-CM8 dated January 11, 2021 and City warrants it has obtained and reviewed said Preliminary Report. Further, City warrants that all Authorized Activities shall be conducted in accordance with said Parcel Restrictions and shall indemnify and hold harmless County from any and all claims or liability whatsoever that may arise as a result of City’s exercise of rights pursuant to this Permit.

This permission is granted in consideration of the location, improvement and construction of City Project and incidents thereto, which it is understood is required by City.

RIGHT OF ENTRY - LONG FORM (Cont.)

(Form #)

Any modification of this Permit shall be in writing and shall not be effective unless agreed to in writing. All notices, documents, correspondence and communication concerning this Permit shall be addressed as set forth below, or as the parties may hereafter designate by written notice, and shall be deemed to have been duly given if and when personally served, upon delivery if sent by Federal Express, private commercial delivery or courier services for next business day delivery, or 48 hours after being sent by the United States registered mail, return receipt requested, postage prepaid. Any such mailing shall be deemed served or delivered twenty-four (24) hours after mailing. Each Party may change the address for notices by giving the other Party at least ten (10) calendar days prior notice of the new address.

If to County: Orange County Flood Control District
c/o CEO Real Estate
P.O. Box 4048
Santa Ana, CA 92702-4048
Reference: Venta Spur Trail Pedestrian Overcrossing
Facility/Parcel Nos.: Marshburn Channel / F16

If to City: City of Irvine
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623-9575
Attn: Director of Public Works and Transportation

County and City agree that this Permit shall commence upon the Effective Date and shall terminate two (2) years thereafter or upon completion of the Authorized Activities by City. This Permit shall not be extended beyond five (5) years without the express written consent of both Parties.

County

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

By: Thomas A. Miller
Thomas A. Miller
Chief Real Estate Officer
County Executive Office
Pursuant to Resolution No. 19-002 and Minute Order dated January 8, 2019

Approved as to Form
Office of the County Counsel
County of Orange, California

By: [Signature]
Deputy County Counsel
Date: 5-19-21

RIGHT OF ENTRY - LONG FORM (Cont.)
(Form #)

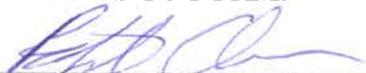
EXHIBIT
8-EX-23 (REV 2/2016)
Page 3 of 3

ACCEPTED:

CITY OF IRVINE, a California municipal corporation

By: 
Mark A. Steuer
Director of Public Works and
Transportation

APPROVED AS TO FORM:

By: 
City Attorney

Attachment C - Grant of Permanent Easement Rights

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

City Clerk
City of Irvine
One Civic Center Plaza
Irvine, CA 92623-9575

(Space above line for Recorder's use only)

A.P. Nos. 580-111-82 & 580-121-68

Exempt from documentary transfer tax and recording fees pursuant to Revenue and Taxation Code Section 11922 and Government Code Section 6103

GRANT OF EASEMENT

This GRANT OF EASEMENT is made this ____ day of _____, _____, by and between ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic ("Grantor"), and the CITY OF IRVINE, a California municipal corporation ("City").

R E C I T A L S

A. Grantor is the owner in fee of that certain real property located in the City of Irvine, County of Orange, State of California, more particularly described in the legal description attached hereto as Exhibit "1" (the "Property").

B. Grantor has agreed to provide to City as set forth in this Grant of Easement a perpetual easement for public trail, passive recreation, utilities and maintenance purposes in, on, under, over, and across that portion of the Property described in the legal description attached hereto as Exhibit "A" and depicted on the site map attached hereto as Exhibit "B" (the "Trail Easement Area");

C O V E N A N T S

Based upon the foregoing Recitals, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Grantor and City hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to City and City accepts from Grantor an exclusive and perpetual easement in, on, over, under, and across the Trail Easement Area for public trail, passive recreation, utilities and maintenance purposes, and for all uses incident to the same (the "Trail Easement").

2. Exclusivity. The Easement granted herein is exclusive in that City has the exclusive use of the Easement and Grantor shall not grant any interest or rights of use in the same land, nor shall Grantor use the Easement for any purpose inconsistent with this Grant of Easement.

3. Indemnity.

(a) City shall indemnify and hold harmless Grantor from any loss, liability or expense which Grantor may sustain arising out of City's use of the Easement, except to the extent such loss or damage is caused by the negligence or willful misconduct of Grantor or its employees, officers, agents or permittees.

(b) Grantor shall indemnify and hold harmless City from any loss, liability or expense which City may sustain arising out of Grantor's use of the Easement, except to the extent such loss or damage is caused by the negligence or willful misconduct of City or its employees, officers, agents or permittees.

4. Entire Agreement; Modification. This Grant of Easement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modification of this Grant of Easement must be in writing and executed by the appropriate authorities of both City and Grantor.

5. Notice. Any notice, demand, request, consent, approval, communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Irvine
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623-9575
Attn: City Engineer

To Grantor:

Orange County Flood Control District
601 North Ross Street, 3rd Floor
Santa Ana, CA 92701
Attn: Flood Programs Division

6. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Grant of Easement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Grant of Easement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

7. Authority. The persons executing this Grant of Easement on behalf of the parties hereto warrant that they are duly authorized to execute this Grant of Easement on behalf of said

Attachment C - Grant of Permanent Easement Rights

parties and that by so executing this Grant of Easement the parties hereto are formally bound to the provisions of this Grant of Easement.

8. Counterparts. This Grant of Easement may be executed by the parties and counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

9. Governing Law. This Grant of Easement is to be governed by the laws of the State of California.

10. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Grant of Easement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

11. Successors and Assigns. This Grant of Easement shall run with the land and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and City.

IN WITNESS WHEREOF, Grantor and City have executed this Grant of Easement as of the date first set forth above.

“Grantor”

ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

By: _____
Title: _____

By: _____
Title: _____

“City”

CITY OF IRVINE, a California municipal corporation

By: _____
City Engineer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

[SEAL]

EXHIBIT "1"

All that certain real property situated in the City of Irvine, County of Orange, State of California, described as follows:

Those portions of Lots 241 and 242 in Block 121 of Irvine's Subdivision, in the City of Irvine, County of Orange, State of California, as shown on a map recorded in Book 1, Page 88 of miscellaneous maps, in the office of the County Recorder of said County, described as follows:

That certain parcel of land situated in the City of Irvine, County of Orange, State of California, being a portion of parcel 300276-3 as described in the amended and restated Grant Deed to the Foothill/Eastern Transportation Corridor Agency recorded October 14, 1998 as Instrument No. 1998-694409 of Official Records, described as follows:

Beginning at the southerly corner of said Parcel 300276-3; thence along the southeasterly line of said Parcel 300276-3, North 40°35'51" East 975.01 Feet;
Thence North 22°21'01" East 129.22 Feet;
Thence North 24°54'53" East 14.87 Feet;
Thence North 29°18'08" East 22.65 Feet;
Thence North 32°33'02" East 27.93 Feet;
Thence North 36°09'26" East 1911.56 Feet;
Thence North 35°59'51" East 193.54 Feet;
Thence North 39°29'06" East 10.61 Feet;
Thence North 39°06'54" East 17.25 Feet;
Thence North 41°54'37" East 537.49 Feet;
Thence North 41°38'46" East 17.41 Feet;
Thence North 46°59'16" East 19.78 Feet;
Thence North 52°49'22" East 10.81 Feet;
Thence North 52°03'12" East 207.57 Feet;
Thence North 53°59'06" East 13.11 Feet;
Thence North 57°39'51" East 17.11 Feet;
Thence North 60°19'57" East 23.76 Feet;
Thence North 63°32'58" East 200.01 Feet;
Thence North 58°40'58" East 25.95 Feet;
Thence North 56°19'18" East 33.02 Feet;
Thence North 48°50'14" East 25.53 Feet;
Thence North 47°21'29" East 64.47 Feet;
Thence North 51°21'10" East 15.43 Feet;
Thence North 50°36'43" East 17.46 Feet;
Thence North 58°31'04" East 17.04 Feet;
Thence North 58°17'14" East 82.79 Feet to a point on said Southeasterly line of Parcel 300276-3;

Attachment C - Grant of Permanent Easement Rights

Thence along said Southeasterly line North 40°35'51" East 558.84 Feet to the Northerly corner of said Parcel 300276-3;

Thence along the Northwesterly line of said Parcel 300276-3 through the following courses:

South 78°26'54" West 31.90 Feet to the beginning of a Tangent Curve Concave Southeasterly and having a radius of 40.00 Feet;

Thence along said Curve Southwesterly 25.91 Feet Through a Central Angle of 37°06'53";

Thence Tangent from said Curve South 41°20'01" West 26.51 Feet; Thence South 37°00'49" West 65.05 Feet;

Thence South 43°54'15" West 228.79 Feet;

Thence South 48°09'52" West 401.38 Feet;

Thence South 61°26'52" West 277.44 Feet;

Thence South 54°57'57" West 109.49 Feet;

Thence South 51°04'50" West 156.14 Feet;

Thence South 41°51'30" West 559.77 Feet;

Thence South 37°54'42" West 116.53 Feet;

Thence South 35°43'56" West 282.23 Feet;

Thence South 36°46'03" West 188.00 Feet;

Thence South 42°44'52" West 64.40 Feet;

Thence North 49°14'37" West 6.75 Feet;

Thence South 35°47'15" West 79.11 Feet;

Thence South 49°22'06" East 4.53 Feet;

Thence South 28°38'44" West 82.62 Feet;

Thence South 36°05'49" West 740.79 Feet;

Thence South 36°13'41" West 866.27 Feet;

Thence South 01°11'50" West 81.54 Feet;

Thence South 40°35'51" West 557.87 Feet;

Thence South 41°40'18" West 12.37 Feet;

Thence South 38°18'47" West 254.59 Feet to the Westerly corner of said Parcel 300276-3;

Thence Leaving said Northwesterly line and along the Southwesterly line of said Parcel 300276-3, South 48°57'44" East 10.08 Feet to the point of Beginning.

Assessor's Parcel Number: 580-111-82 & 580-121-68

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

[ATTACHED]

OCPW Trail Easement

Exhibit "A"
Legal Description

44 **TRAIL EASEMENT**

45 A strip of land 17.00 feet wide, the centerline of which is described as follows:

46 **BEGINNING** at the hereinabove described **REFERENCE LINE** Point "E";
47 thence along said Reference Line South 53°30'06" East 39.70 feet to the southeasterly
48 boundary of said Grant Deed to Orange County Flood Control District.

49
50 Sidelines of said strip shall be lengthened or shortened so as to terminate northwesterly
51 in the northwesterly boundary and southeasterly in the southeasterly boundary of said
52 Grant Deed to Orange County Flood Control District.

53
54 **CONTAINING:** 675 S.F. or 0.015 Acres, more or less.

55
56 **SUBJECT TO** all Covenants, Conditions, Reservations, Restrictions, Rights, Rights-of-
57 Way and Easements of Record, if any.

58
59 **EXHIBIT "B"** attached and by this reference made a part hereof.

60
61 
62
63 2/11/2021

64 Steven C. Slocum P.L.S. 9044 DATE
65 Michael Baker International
66 5 Hutton Centre, Suite 500
67 Santa Ana, California 92707
68
69 JN 178124
70 \\IRVICA1FS1.bkr.mbakercorp.com\HROOT\pdata\178124\CADD\Mapping\Exhibits\178124 OCFCD TCE
71 Trail\LEGAL\TRAIL\178124 SE TRAIL.docm



EXHIBIT "B"

SITE MAP OF EASEMENT AREA

[ATTACHED]

NOTE:

() INDICATES RECORD DATA PER TRACT NO. 16666, M.M. 882/1-10.

P.O.C. REF. LINE

S&W "L.S. 5347" PER TRACT NO. 16666, M.M. 882/1-10

NE'LY R.O.W. LINE OF SABLE AND SW'LY LINE LOT 21 OF TRACT NO. 16666, M.M. 882/1-10.

TRACT NO. 17320
M.M. 899/30-39



PREPARED BY ME OR UNDER MY DIRECTION:

[Signature] 2/11/2021

STEVEN C. SLOCUM DATE
P.L.S. 9044

EMBERGLOW
(PUBLIC STREET)
PER INST. NO. 2012000148927 O.R.

(N40°39'17"E)
CROSSPOINTE
(PUBLIC STREET)
PER INST. NO. 2012000148927 O.R.

P.O.B. REFERENCE LINE

REFERENCE LINE AND CENTERLINE OF AN EASEMENT FOR TRAIL AND SIDEWALK PURPOSES

EXCEPTION 1, EASEMENT FOR TRAIL AND SIDEWALK PURPOSES PER TRACT NO. 16666, M.M. 882/1-10.

TRACT NO. 16666
M.M. 882/1-10
LOT 21

PT. "A"
PT. "B"
PT. "C"
PT. "D"

REFERENCE LINE

SOUTHEASTERLY BOUNDARY OF TRACT NO. 16666, M.M. 882/1-10

ROUTE 133
300276-2
19980694409, O.R.

STATE PARCEL
INSTR. NO.
REFERENCE LINE

LINE TABLE		
NO.	BEARING	LENGTH
L1	S49°20'43"E	6.00'
L2	S49°20'43"E	6.43'
L3	S49°20'43"E	13.06'

EXHIBIT "B"

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION FOR

CITY OF IRVINE
TRAIL EASEMENT

CONTAINING: 675 S.F

SHEET 1 OF 2 SHEETS

Michael Baker

INTERNATIONAL

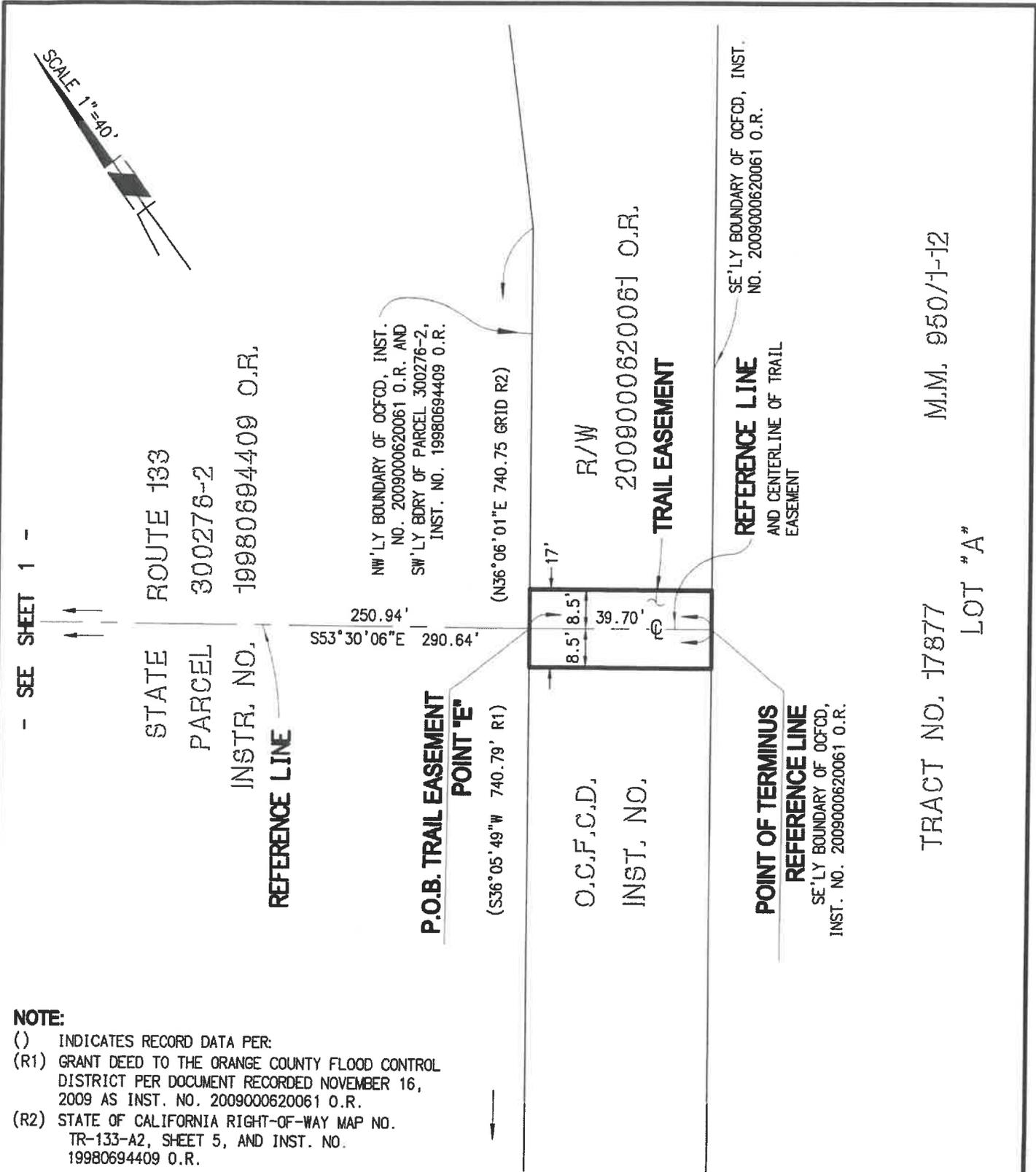
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707

(949) 472-3505 · MBAKERINTL.COM

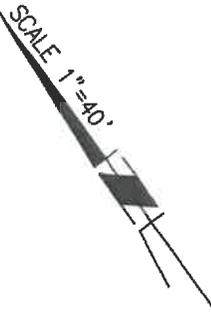
JANUARY 8, 2020

178124

- SEE SHEET 2 -



- SEE SHEET 1 -



NOTE:

- () INDICATES RECORD DATA PER:
- (R1) GRANT DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT PER DOCUMENT RECORDED NOVEMBER 16, 2009 AS INST. NO. 2009000620061 O.R.
- (R2) STATE OF CALIFORNIA RIGHT-OF-WAY MAP NO. TR-133-A2, SHEET 5, AND INST. NO. 19980694409 O.R.

EXHIBIT "B"
 SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR
 CITY OF IRVINE
 TRAIL EASEMENT

SHEET 2 OF 2 SHEETS

Michael Baker
INTERNATIONAL
 5 Hutton Centre Drive, Suite 500
 Santa Ana, CA 92707
 (949) 472-3505 · MBAKERINTL.COM
 JANUARY 8, 2020 178124

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City Clerk
City of Irvine
One Civic Center Plaza
Irvine, CA 92623-9575

(Space above line for Recorder's use only)

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Irvine and is therefore exempt from the payment of the recording fee pursuant to Government Code Section §6103 and §27383 and from payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section §11922. APN 580-111-82 & 580-121-68

GRANT OF EASEMENT

(Temporary Construction Easement)

This GRANT OF EASEMENT is made this _____ day of _____, 2021, by and between ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic ("Grantor"), and the CITY OF IRVINE, a California municipal corporation ("City").

For a valuable consideration receipt of which is hereby acknowledged GRANTOR hereby GRANTS unto City, its successors and assigns, a TEMPORARY CONSTRUCTION EASEMENT in, over, under and across the real property in the County of Orange, State of California described as follows: Exhibit "A", Legal Description; and depicted in Exhibit "B", Plat Map, attached hereto and made part hereof (the "Temporary Construction "Easement Area").

This Temporary Construction Easement is a nonexclusive easement which permits City of Irvine, its officers, agents, employees, and contractors, to enter upon, occupy, and pass over the Temporary Construction Easement Area, consisting of approximately 4,089 square feet as deemed reasonably necessary for all purposes incidental to the Venta-Spur Pedestrian Trail Improvement Project (the "Project"). This Temporary Construction Easement shall include the right to perform within the Temporary Construction Easement Area, any necessary excavation; grading; earth fill; compaction; installation of concrete forms; landscaping; irrigation; utility; and sign relocation; accommodation of private drainage facilities; and deposit of tools, equipment, and material for all such necessary activities which are reasonably incidental to the work being performed on Temporary Construction Easement Area in connection with the approved plans for the Project; provided, however, this Temporary Construction Easement shall not include the right to store any materials or park any vehicles which are not incidental to the work to be performed on site in connection with the Project, nor to block all pedestrian or vehicular access to the larger parcel of property of which the

Temporary Construction Easement Area is a part ("Grantor's Property"), nor exercise the uses of the easement outside of the Temporary Construction Easement Area.

Such incidental activities shall include, but not be limited to, utilizing the Temporary Construction Easement Area for adjusting grade differentials between the planned Project and the adjoining real property and/or matching existing concrete and/or asphalt paved areas, and/or natural grade areas, providing standard construction site control measures as may be reasonably necessary to allow the work which will be done pursuant to this Temporary Construction Easement in a safe and legal manner, and such work as may pertain to on-site improvements to render the Temporary Construction Easement Area or the larger parcel to which it pertains in the same functional condition as reasonably practicable to the condition before the Project, consistent with the Project to be constructed.

To the extent legally permitted improvements are constructed on the Temporary Construction Easement Area, City shall protect or restore all improvements thereon.

To the extent any driveway on the site is required to be demolished, damaged, or reconstructed, all work on such driveways shall be done so as to maintain access via detour to same area or construction in one half segments at a time, in order to keep the driveway open to vehicular traffic during construction, and City and so along as possible under prevailing site conditions and consistent with Project specifications, Grantee and or its contractors shall use quick-setting concrete to minimize the time of disturbance to driveways.

All activities conducted by City and/or its representatives shall be conducted in an environmentally sound and workmanlike manner. City and its representatives shall not: (i) unreasonably interfere with the use of Grantor's Property or any tenants or occupants of Grantor's Property, (ii) damage Grantor's Property in any manner not called for under the Project's approved construction plans, and (iii) block or obstruct all ingress or egress to or from Grantor's Property, block all visibility to the signage or the use of reasonable vehicular access roads during business hours. If any portion of Grantor's Property outside of the Temporary Construction Easement Area suffers damage by reason of the exercise of the rights under this Temporary Construction Easement, City shall promptly repair such damage, and restore Grantor's Property to the same functional condition prior to the occurrence of such damage as is reasonably possible.

It is understood that this Temporary Construction Easement is effective eighteen (18) months from the date herein fully executed between the parties. In the event said actual use extends beyond the prescribed time, and said use is verified through the City's Contractor Logs, the City shall pay the Grantor by Amended agreement at the same rate of \$1,185.00 per month, prorated to the actual date said actual use is terminated.

At the expiration of this Temporary Construction Easement, City shall restore the temporary construction easement area to a functional condition as near as reasonably possible to the condition that existed immediately prior to City's exercise of the rights hereunder, consistent with the improvements to be constructed by the Project.

IN WITNESS WHEREOF, Grantor and City have executed this Grant of Easement as of the date first set forth above.

GRANTOR

ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By: _____

Title: _____

CERTIFICATE OF ACCEPTANCE

EASEMENT DEED

This is to certify that the interest in real property conveyed by the Easement Deed dated _____, 2021, from Orange County Flood Control District, a body corporate and politic to the City of Irvine, a chartered city of the State of California, is hereby accepted by the undersigned City Engineer on behalf of the City Council of the City of Irvine pursuant to authority conferred by Ordinance No. 83-4 of such City Council adopted on the 12th day of April, 1983, and revised by Ordinance No. 92-19 adopted on the 27th day of October, 1992, and the City consents to recordation thereof by its duly authorized officer pursuant to authority conferred by ordinance No. 07-12 adopted on the 27th day of May 2007.

Steven Carrillo, P.E.
City Engineer

Date:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF TEMPORARY CONTRUCTION EASEMENT AREA

OCPW Temporary Construction Easement

**Exhibit "A"
Legal Description**

44 **PARCEL 1**

45 A strip of land 120.00 feet wide the centerline of which is described as follows:
46 **BEGINNING** at the hereinabove described **REFERENCE LINE** Point "E";
47 thence along said Reference Line South 53°30'06" East 39.70 feet to the southeasterly
48 boundary of said Grant Deed to Orange County Flood Control District.

49
50 **EXCEPTING** therefrom that part lying within a strip of land 17.00 feet wide, being 8.5 feet
51 northeasterly and 8.5 feet southwesterly from the above described centerline and
52 **REFERENCE LINE**, between the **POINT OF BEGINNING** and **POINT OF TERMINUS**.

53
54 Sidelines of said strips shall be lengthened or shortened so as to terminate northwesterly
55 in the northwesterly boundary and southeasterly in the southeasterly boundary of said
56 Grant Deed to Orange County Flood Control District.

57
58 **CONTAINING:** 4,089 S.F. or 0.094 Acres, more or less.

59
60 **SUBJECT TO** all Covenants, Conditions, Reservations, Restrictions, Rights-of-Way and
61 Easements of Record, if any.

62
63 **EXHIBIT "B"** attached and by this reference made a part hereof.

64
65
66
67 

1/21/2021

68 Steven C. Slocum P.L.S. 9044

DATE

69 Michael Baker International
70 5 Hutton Centre, Suite 500
71 Santa Ana, California 92707
72 JN 178124

73 \\RVICA1FS1.bkr.mbakercorp.com\HROOT\pdata\178124\CADD\Mapping\Exhibits\178124
74 Trail\LEGAL\TCE\178124 SE TCE.docm



OCFCD TCE

EXHIBIT "B"

SITE MAP OF TEMPORARY CONSTRUCTION EASEMENT AREA

NOTE:

() INDICATES RECORD DATA PER TRACT NO. 16666, M.M. 882/1-10.

P.O.C. REF. LINE

S&W "L.S. 5347" PER TRACT NO. 16666, M.M. 882/1-10

NE'LY R.O.W. LINE OF SABLE AND SW'LY LINE LOT 21 OF TRACT NO. 16666, M.M. 882/1-10.

TRACT NO. 17320
M.M. 899/30-39



PREPARED BY ME OR UNDER MY DIRECTION:

[Signature] 1/21/2021

STEVEN C. SLOCUM DATE
P.L.S. 9044

EMBERGLOW
(PUBLIC STREET)
PER INST. NO. 2012000148927 O.R.

(N40°39'17"E)
CROSSPOINTE
(PUBLIC STREET)
PER INST. NO. 2012000148927 O.R.

P.O.B. REFERENCE LINE

REFERENCE LINE AND CENTERLINE OF AN EASEMENT FOR TRAIL AND SIDEWALK PURPOSES

SCALE 1"=40'

EXCEPTION 1, EASEMENT FOR TRAIL AND SIDEWALK PURPOSES PER TRACT NO. 16666, M.M. 882/1-10.

TRACT NO. 16666
M.M. 882/1-10
LOT 21

PT. "A"
PT. "B"
PT. "C"
PT. "D"

REFERENCE LINE

SOUTHEASTERLY BOUNDARY OF TRACT NO. 16666, M.M. 882/1-10

STATE PARCEL
INSTR. NO. 19980694409, O.R.
ROUTE 133
300276-2

LINE TABLE		
NO.	BEARING	LENGTH
L1	S49°20'43"E	6.00'
L2	S49°20'43"E	6.43'
L3	S49°20'43"E	13.06'

EXHIBIT "B"

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION FOR

CITY OF IRVINE
TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)

CONTAINING: 4,089 S.F.

- SEE SHEET 2 -

SHEET 1 OF 2 SHEETS

Michael Baker

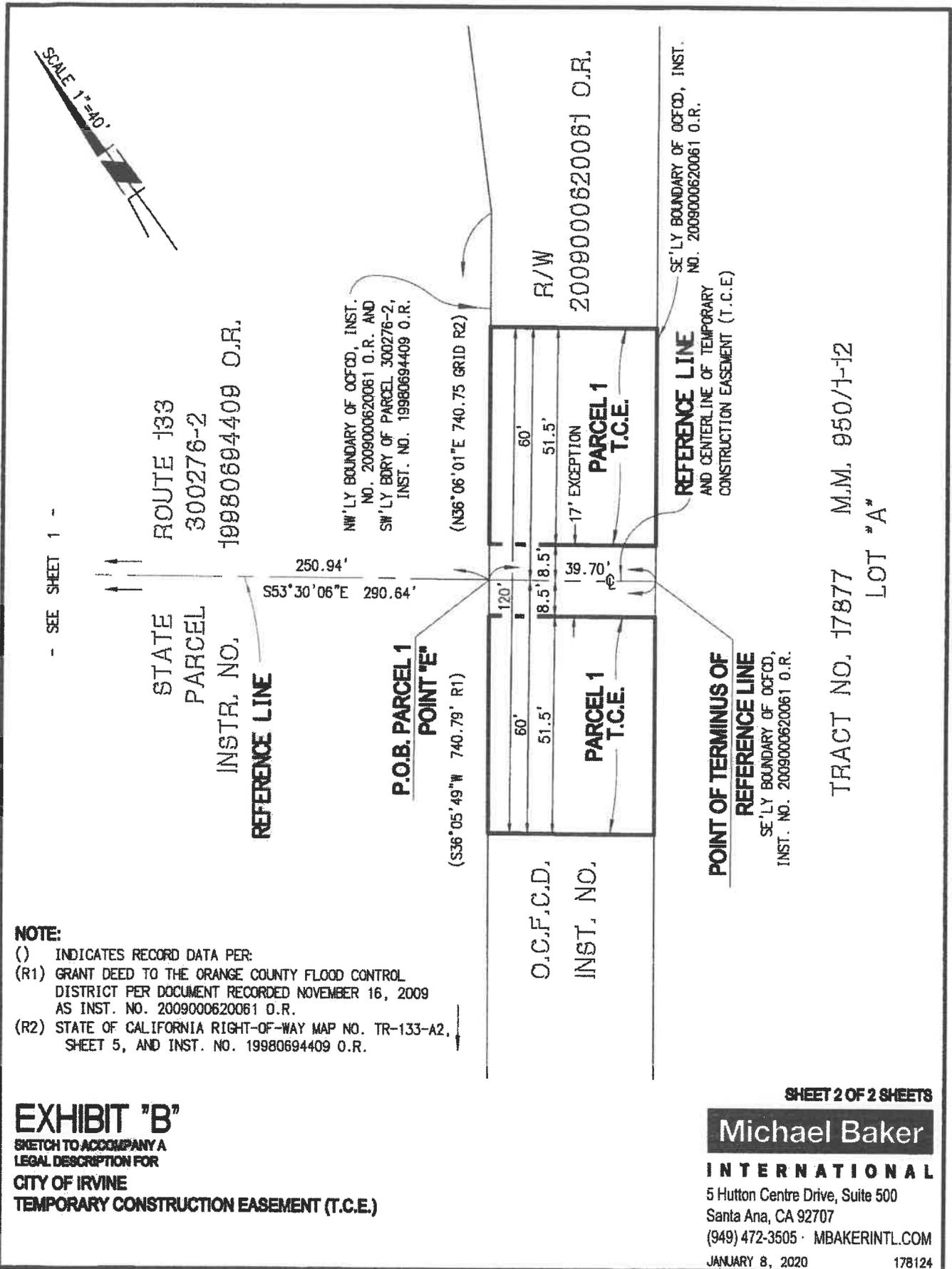
INTERNATIONAL

5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707

(949) 472-3505 · MBAKERINTL.COM

JANUARY 8, 2020

178124



- SEE SHEET 1 -

STATE PARCEL
INSTR. NO. 19880694409 O.R.
ROUTE 133
300276-2
19880694409 O.R.

250.94'
S53°30'06"E 290.64'

NW'LY BOUNDARY OF OCFCD, INST. NO. 2009000620061 O.R. AND SW'LY BDRY OF PARCEL 300276-2, INST. NO. 19880694409 O.R.

P.O.B. PARCEL 1
POINT 'E'
(S36°05'49"W 740.79' R1)

(N36°06'01"E 740.75 GRID R2)

O.C.F.C.D.
INST. NO.

R/W
2009000620061 O.R.

SE'LY BOUNDARY OF OCFCD, INST. NO. 2009000620061 O.R.
REFERENCE LINE
AND CENTERLINE OF TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)

POINT OF TERMINUS OF REFERENCE LINE
SE'LY BOUNDARY OF OCFCD, INST. NO. 2009000620061 O.R.

TRACT NO. 17877 M.M. 950/1-12
LOT "A"

NOTE:

- () INDICATES RECORD DATA PER:
- (R1) GRANT DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT PER DOCUMENT RECORDED NOVEMBER 16, 2009 AS INST. NO. 2009000620061 O.R.
- (R2) STATE OF CALIFORNIA RIGHT-OF-WAY MAP NO. TR-133-A2, SHEET 5, AND INST. NO. 19880694409 O.R.

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
CITY OF IRVINE
TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)

SHEET 2 OF 2 SHEETS

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707
(949) 472-3505 · MBAKERINTL.COM

JANUARY 8, 2020

178124

Real Property Conveyance Questionnaire* for ASR

(*Applies to sale, lease, license, or easement of County or District owned assets)

Instructions:

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

1. What property interest is being considered for conveyance (e.g. fee, lease, license, easement)?

Right of Entry Permit, Permanent Easement Rights and Temporary Construction Easement Rights

a) Why is this property being considered for lease, license, sale or other conveyance? The City of Irvine wants to construct an overcrossing on OCFCD property to improve pedestrian mobility and safety.

b) How and who identified this property as a potential conveyance? The City of Irvine applied for an Encroachment Permit from the County Property Permits section of OC Public Works so that this construction project could be vetted and approved.

c) What factors are key in recommending this property for conveyance? The City of Irvine has identified this specific location to improve pedestrian mobility and safety and the OCFCD has concurred that the affected flood channel facility will not be adversely affected.

d) How does the proposed conveyance fit into the County's/District's strategic or general plan? The Marshburn Channel, which is the flood control facility affected by this construction project is at ultimate build out and the overcrossing construction project will not adversely affect flood control uses at this location.

e) What are the short and long term anticipated uses of the property? The long-term use is a pedestrian overcrossing (bridge) over State Highway 133. The Temporary Construction easement will be on a portion of the Marshburn Channel for a period of about 18 months.

f) Are there any limitations on the use of the property in the conveyance documents? Yes, the City of Irvine will be required to relocate this overcrossing should it ever interfere with OCFCD flood control operations in the area.

2. What analysis has been performed as to whether to convey the proposed real property interest? This project was reviewed and approved via the County Property Permit process.

a) Have there been any internally or externally prepared reports regarding this property conveyance? Need to refer to OC Public Works, Flood Programs.

b) Who performed the analysis? Do not know at this time.

c) Provide details about the analysis and cost/benefit comparison. Do not know at this time.

3. How was the conveyance price, or lease/license rent, determined? The City of Irvine submitted an appraisal report completed by an MAI appraiser and the County Appraiser reviewed it.

a) Who performed the appraisal or market study and what certifications do they possess? Integra Realty Resources – MAI certification.

b) How does the price/rent compare with comparable properties? The purchase/sales prices for the permanent easement and the temporary construction easement are being negotiated and have not been finalized yet. The cost that the City of Irvine is paying the District to process the Right of Entry Permit is the estimated County administrative and staff time costs

c) Does the setting of the price/rent follow industry standards and best practices? Yes, it will.

e) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable. The County/District will bear no additional maintenance or other costs as a result of this Right of Entry Permit.

Attachment E - Conveyance Questionnaire

4. What additional post-conveyance remodeling or upgrade costs will be needed for the property to meet its intended use? N/A
 - a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? No.
 - b) Include estimates of the costs. N/A
 - c) What entity will be responsible for the costs? N/A
5. Can the County terminate the sale/easement, lease/license? Yes.
 - a) What would be necessary to terminate the agreement and when can it be terminated? If the City of Irvine does not adhere to the terms of the agreement, the District may terminate.
 - b) Are there penalties to terminate the sale/easement, lease/license? There are no financial penalties.
6. What entity will be responsible for the payment(s)? N/A
 - a) How will the funds received be used or applied? N/A
 - b) What fund number will the funds from the conveyance ultimately be deposited into? An OC Public Work fund number.
 - c) If restricted funds might be created or supplemented, check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.)
 - d) If restricted funds might be created or supplemented, has County Counsel advised that the destination fund for the payment(s) is properly restricted? No.
7. Does the proposed sale/easement, lease/license agreement comply with the CEO Real Estate standard language? The agreement language has been approved by CEO-RES and County Counsel.
 - a) List any modified clauses and reasons for modification. N/A
8. If this is a lease, is it a straight lease, an operating lease, a lease with an option to purchase, or a capital lease (see details below)? N/A

Capital Lease Determination: At the inception of any *potential* capital lease, it is important to contact the Auditor-Controller's Capital Asset Unit for further guidance to ensure proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County's Accounting Manual, Policy No. FA-1: *Accounting for Lease Purchases (Capital Leases)*, located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

- i) Lease transfers ownership to another party by the end of the term. N/A
- ii) Lease contains an option for the other party to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example \$1 or \$1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.) N/A
- iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.*
- iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.* N/A

*Criteria iii) and iv) don't apply if the lease term begins in the last 25% of a property's estimated useful life.

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



County Executive Office

Memorandum

September 8, 2021

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.09.08 13:41:26 -0700

RECEIVED
2021 SEP -8 PM 3:09
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

S24B

The County Executive Office is requesting a Supplemental Agenda Staff Report for the September 14, 2021, Board Hearing.

Agency: Social Services Agency
Subject: Three Year Plan for Refugee Social Services
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this Supplemental item be placed on the September 14, 2021, Board agenda. In light of current events in Afghanistan, the County's Refugee Three-Year Services Plan will formalize a framework for delivering federal- and state-mandated refugee social services. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: 
Andrew Do, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

MEETING DATE: 9/14/21
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Social Services Agency
DEPARTMENT HEAD REVIEW: 
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Laura Turtzer (714) 541-7734
Jay Wong (714) 541-7774

2021 SEP -8 PM 3:37
RECEIVED
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

SUBJECT: Three Year Plan for Refugee Social Services

CEO CONCUR

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com, c=US
Date: 2021.09.08 13:42:09 -07:00

CEO Signature

COUNTY COUNSEL REVIEW

Approve Resolution to Form

Action

County Counsel Signature

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

Budgeted: N/A

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: No

of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A

County Audit in last 3 years: No

Prior Board Action: 1/14/2020 #8, 9/25/2018 #29

RECOMMENDED ACTION(S)

1. Approve the Orange County Refugee Three-Year Services Plan for Federal Fiscal Years 2020 through 2023.
2. Authorize the Social Services Agency Director or designee to submit and execute any necessary Orange County Refugee Three-Year Services Plan amendments that do not result in a cost to the County and meet the requirements specified by the California Department of Social Services.
3. Adopt resolution approving the Orange County Refugee Three-Year Services Plan for Federal Fiscal Years 2020 through 2023, certifying that the plan meets all requirements specified by the California Department of Social Services.

SUMMARY:

Approval of the Orange County Refugee Three-Year Services Plan and adoption of the corresponding resolution will enable the Social Services Agency to continue providing employment support, citizenship and naturalization services to the Orange County refugee population.

BACKGROUND INFORMATION:

The Social Services Agency (SSA) is requesting the Board of Supervisors’ (Board) approval of the Orange County Refugee Three-Year Services Plan for Federal Fiscal Years 2020 through 2023 (Refugee Services Plan).

The following table details the recent history of SSA’s Refugee Services Plan.

Board Date	Contract/Renewal	Term	Board Action
September 25, 2018	Orange County Refugee Three-Year Services Plan	10/01/2018 – 09/30/2020	Approved Orange County Refugee Three-Year Services Plan (FFY 2017 through 2020)
January 14, 2020	Consent Letter	01/14/2020 – 09/30/2020	Approved Consent Letter

The California Department of Social Services (CDSS) allows counties to submit a preliminary draft of their Refugee Three-Year Services Plan for review prior to obtaining their respective county board of supervisors’ approval. The Refugee Services Plan was submitted to CDSS on July 15, 2020, for review. On December 7, 2020, CDSS issued a letter requiring counties to submit an addendum to the Refugee Services Plan with information addressing COVID-19 impacts and new details regarding partnerships with local Workforce Development Boards to assist the refugee population with gaining employment. The final draft of the Orange County Refugee Three-Year Services Plan Addendum (Addendum) was submitted on May 20, 2021. The Refugee Services Plan and Addendum, containing detailed information regarding Refugee Social Services (RSS), budget and outcome objectives were certified by the CDSS Refugee Programs Bureau on June 26, 2021.

The Refugee Services Plan has been developed in accordance with CDSS’s guidelines and SSA is requesting the Board’s approval of the Refugee Services Plan and adoption of the corresponding resolution.

The RSS provided under the Refugee Services Plan are designed to lead to the earliest possible self-sufficiency for recipients of aid. The primary objective of RSS is to assist refugees, in the United States for five years or less, with gaining employment within one year and/or retaining employment.

Orange County provides the following RSS to eligible refugees through a Board-approved agreement with Access California Services:

- **Employment Services:** the process by which a case manager works directly with the refugee to assess the individual’s education, work experience, vocational skills and English proficiency in order to determine the appropriate means for the refugee to obtain employment within one year or retain employment after finding a job.
- **Supportive Services:** assists refugees in seeking/obtaining basic needs such as shelter, food, clothing, transportation, childcare, etc.
- **Citizenship and Naturalization Services:** provides refugees with Citizenship or Naturalization Services to facilitate self-sufficiency.

Afghan Refugees

On August 31, 2021, the United States officially ended the war in Afghanistan. The withdrawal from Afghanistan resulted in a significant number of Afghan citizens evacuating to the United States as refugees. The Refugee Services Plan and Addendum were developed prior to the evacuation of refugees from Afghanistan. While SSA does not anticipate that CDSS will issue any changes that need to be made to the Plan, SSA continues to monitor the situation closely, receiving frequent updates from the State and will return to the Board should the Refugee Services Plan and Addendum require further update.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Refugee Three-Year Services Plan, Federal Fiscal Years 2020 through 2023

Attachment B - Orange County Refugee Services Plan CDSS Certification Letter

Attachment C - Refugee Three-Year Services Plan Resolution

BOARD OF SUPERVISORS

Michelle Steel
Chairwoman
Second District

Andrew Do
Vice Chair
First District

Donald P. Wagner
Supervisor
Third District

Doug Chaffee
Supervisor
Fourth District

Lisa Bartlett
Supervisor
Fifth District

REFUGEE THREE – YEAR SERVICES PLAN
FEDERAL FISCAL YEARS 2020-2023
October 1, 2020 – September 30, 2023

Prepared by:
County of Orange
Social Services Agency
May 11, 2020

Debra Baetz, Director
Social Services Agency

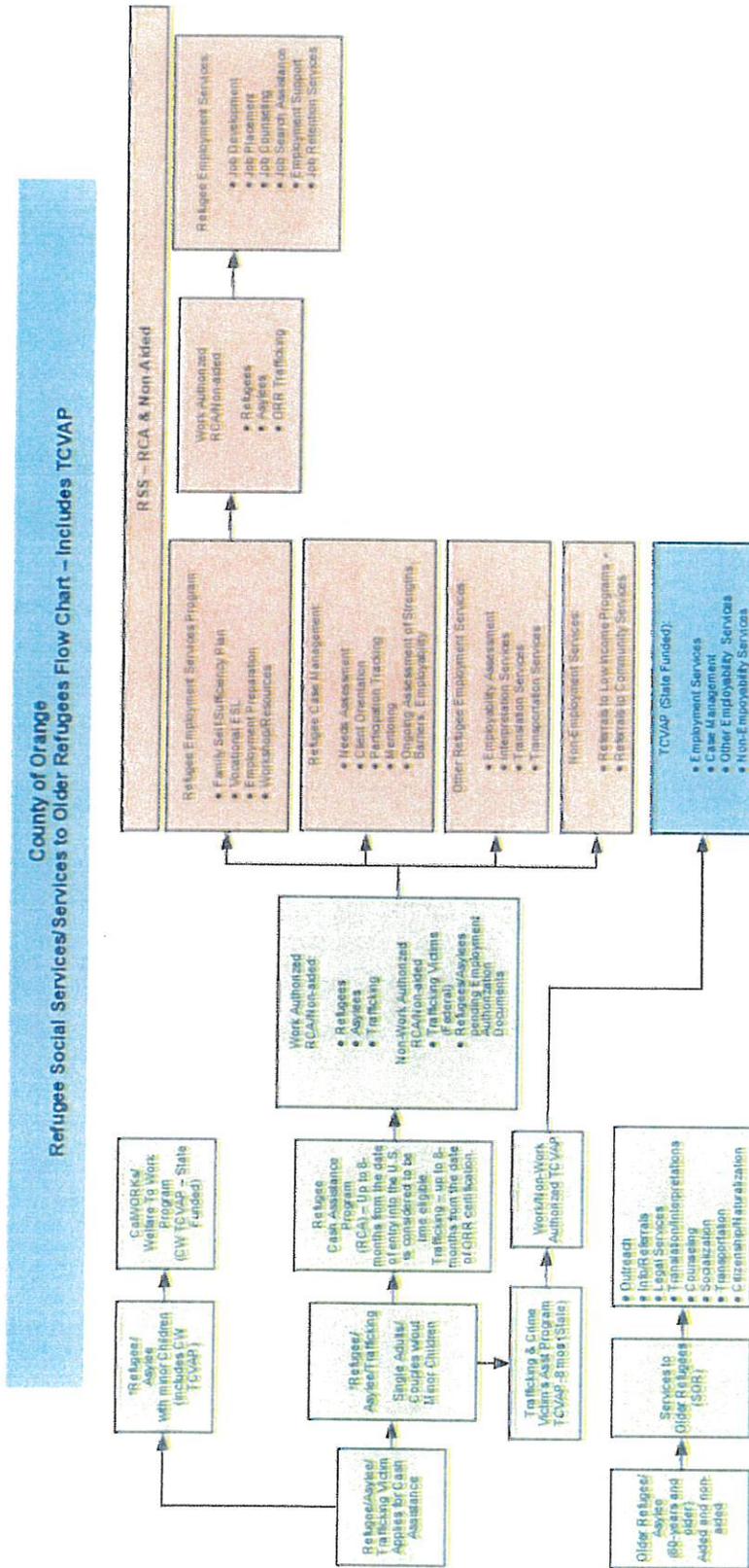
Christine Snapper, Director
Family Self-Sufficiency & Adult
Services Division

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I. COUNTY REFUGEE PROGRAM ADMINISTRATION

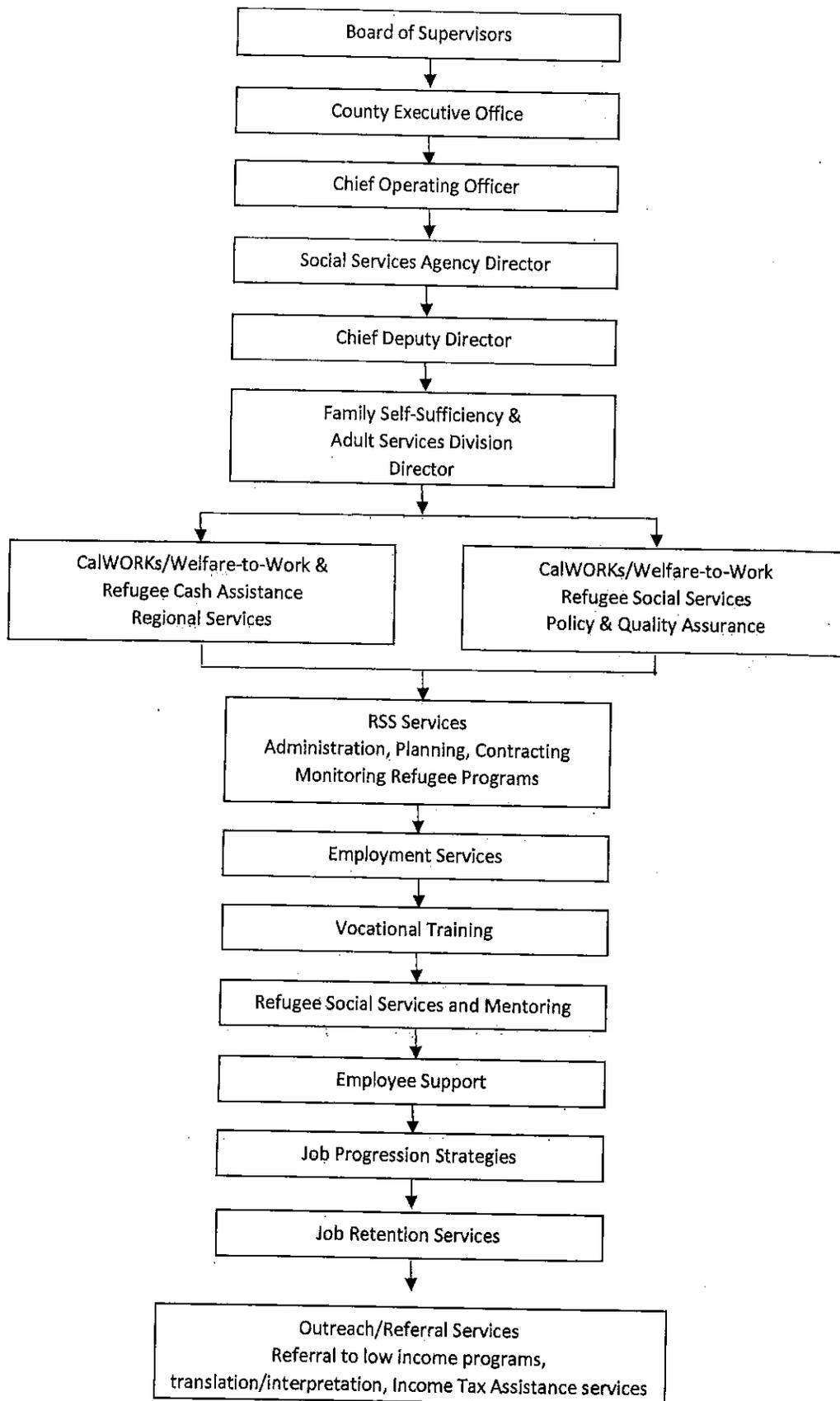
A. Refugee Social Services/ Services to Older Refugees Flow Chart – Includes TCVAP



Refugee incident refugees, to base Iraq and Afghan Special Immigrants (SIs) and family members, Cuban and Haitian entrants, certain Armenians from Yashim vito are U.S. citizens, formerly certified victims of a severe form of trafficking, and certain family members accompanying/buying to join victims of a severe form of trafficking who have been granted nonimmigrant visas under D.U.S.C. 1101(e)(5)(A)-(C).

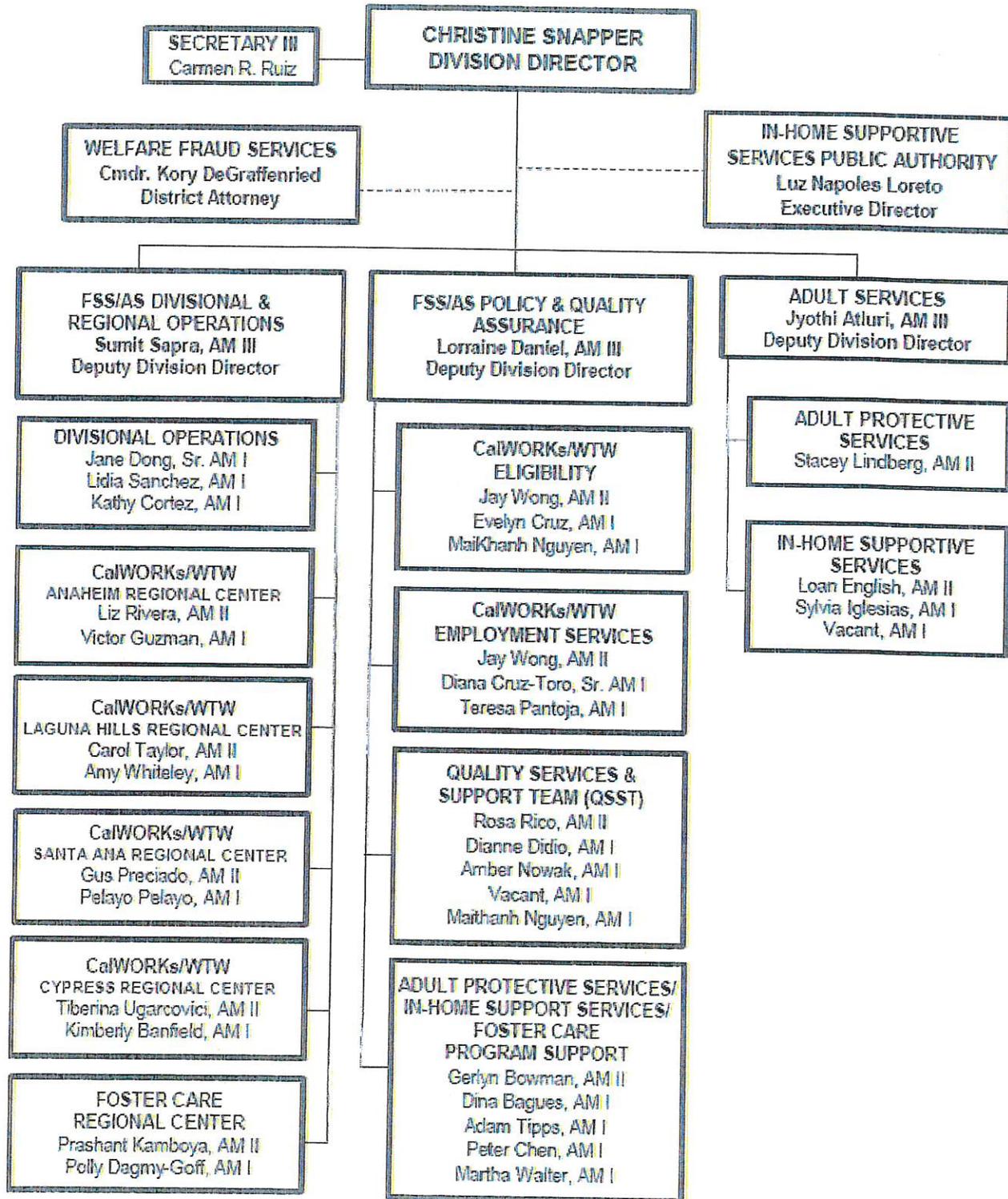
RSS – RCA – Non-Aided Participants in that 0-1 months of arrival to the US or from the date asylum has been granted who have been in the US for five years or less, between 18-50 years of age and 51-50 years of age.

B. County of Orange Social Services Agency Organization Chart



SSA FAMILY SELF-SUFFICIENCY & ADULT SERVICES DIVISION

Rev. 5/14/2020



II. DESCRIPTION OF REFUGEE PROGRAM

A. General Program Description

Refugee Social Services (RSS)

The primary intent of the County of Orange (County) RSS program, in accordance with the Refugee Act, is to assist refugees to achieve economic self-sufficiency as quickly as possible after arrival in the United States (US). Due to the low number of newly arrived refugees, the County will continue outreach efforts to provide services for refugees who have been in the country within sixty (60) months. The County will continue to provide RSS in a culturally and linguistically appropriate manner and in accordance with all applicable federal, state, and county laws, amendments, regulations, and guidelines for the next three federal fiscal years. For purposes of this document the term "refugees" also encompasses asylees, Cuban/Haitian Entrants, victims of severe human trafficking, Amerasians, and Iraqi/Afghan Special Immigrant Visa holders.

RSS services are delivered through a contract with a refugee service provider. These services will be contingent on the availability of funding.

Employment Services for Aided and Non-Aided Refugees

RSS offers a full range of employment and support services for aided (Refugee Cash Assistance recipients, aid code 01) and non-aided refugees who have resided in the US less than sixty (60) months.

Outreach and Referral for Low Income Programs and Community Resources

The goal of this component is to enhance the refugee family's quality of life by increasing access to services, which are important and necessary for the well-being of the refugee population, to promote financial stability, and to help refugees move toward self-sufficiency. Any client eligible for refugee services is eligible for outreach, referral, and translation services.

Services for Older Refugees

The goal of the Services for Older Refugees (SOR) program is to provide linkages for older refugees to access citizenship and naturalization preparation services. Accessing these services is particularly critical for elderly refugees who may be at risk of losing, or who have already lost, their Supplemental Security Income benefits. Any refugee residing in the County who is sixty years of age or older is eligible for these services.

The provider will conduct ongoing outreach activities to identify and notify older refugees and their families of available services, service locations, and ways to access services. Methods used will include a variety of media, staff presence at ethnic community events and places of worship, community networking, and collaboration meetings with other agencies serving this population, and referrals from Resettlement Agencies (RA), community and public agencies, as well as home visits. Services for older refugees may include the following: education about available services; outreach, interpretation and translation services to obtain available services; linkages with local Area Agency on Aging to make mainstream senior programs

more linguistically and culturally appropriate; English and civic classes and assistance with citizenship application; assistance with payment for related expenses.

B. CalWORKs/Refugee Cash Assistance (RCA) Compliance

The County assures that the provision of activities and services to mandatory RCA recipients and voluntary refugee participants, which is funded by the California Department of Social Services (CDSS) as allocated by the Office of Refugee Resettlement (ORR), will be in accordance with CalWORKs, Welfare-to-Work (WTW) and RCA requirements. The requirements include program participation flow, good cause determination, sanction, and supportive services as specified in the Manual of Policy and Procedures Sections 42-700 and 69-200, respectively, and other applicable CalWORKs and RCA policy guidance issued by CDSS.

The 2020-23 Refugee Services Plan continues to focus on the provision of employment services for individuals with the following immigration and program statuses: (1) refugees; (2) asylees; (3) Cuban and Haitian entrants; (4) Cuban medical professionals and their spouses and children (5) certain Amerasians from Vietnam; (6) victims of severe forms of trafficking who receive certification or an eligibility letter from the ORR and certain other specified family members of trafficking victims; and (7) Iraqi and Afghan citizens with Special Immigrant Visa (SIV) status. The term "refugee" is used in this three-year services plan to encompass all such eligible persons, including those who were non-aided and have resided in the US for less than sixty (60) months.

C. County Planning Process

The Refugee Services Plan was developed by soliciting input from refugee service providers and members of the Refugee Forum of Orange County. The County Social Services Agency (SSA) has monthly meetings with the service provider for RSS and quarterly meetings with the Refugee Forum of Orange County. Participating members of the Refugee Forum of Orange County include Access California Services, Cal-Optima, Latino Muslim Unity, OMID Institute, Program for Victims of Torture, Sabil-USA, The Salvation Army, United Nations Association of Orange County, and Uplift Charity.

The planning process is an ongoing and evolutionary process including, but not limited to, meetings with the service provider, data analysis, identification of community resources and collaborative opportunities as well as discussion of best practices and innovative and proven efficient models of service delivery for the target population.

The RSS provider is involved in numerous activities and services of benefit to the refugee community. These are broad based and wide ranging, with a focus on community strengthening, integration, and access to mainstream services. They include, but are not limited to: involvement with developing Ethnic Community-Based Organizations (ECBO) representing groups of refugees from Africa and the Middle East; extensive assistance to victims of human trafficking and persons granted asylum; participation in efforts to promote awareness of mental health issues and services for refugees; and participation in community organizations that aid and advocate for the refugee community.

D. Demographics of the Target Population

Participants in RSS came from different countries, with different education background and English ability. Upon entry, all participants take a test to determine their English ability, or Student Performance Level (SPL). There are seven SPL levels, with seven being the highest level.

For the first trimester of FFY 2019-2020, the largest group of refugees enrolled in RSS-funded employment services in Orange County were from Egypt (32.1%), followed by Afghanistan (17.9%), and Syria (10.7%). The remaining 39.3% of enrolled refugees came from other countries.

Among the RCA population receiving RSS employment services, 17.9% were between 18 and 21 years of age, 50.0% were between 22 and 33 years of age, 17.9% were between 34 and 44 years of age, 3.6% were between 45 and 50 years of age, and 10.7% were 51 years of age or older. Of RSS participants, 64.3% were male and 35.7% were female.

Assessment statistics for the above period showed that 57.1% of the RSS participants had a high school diploma, 32.1% graduated from college, 10.8% had a seventh through twelfth grade level education.

RSS participants entered the program with English language skills at a level of 5 and above. Among the RCA population, 26% tested at levels 5, 4.4% tested at levels 6, and the remaining 69.6% tested at level 7.

During the same reporting period, 17.9% of enrolled participants were non-aided refugees.

Among the non-aided population receiving RSS employment services, 20% were between 22 and 33 years of age and the remaining 80% were 34 to 44 years of age. 40% of the non-aided receiving services were female.

Assessment statistics for the above period showed that 80% graduated from high school, and the remaining 20% had a seventh through twelfth grade level education.

Upon entry to the RSS program, 80% of the non-aided population tested at level 7 and 20% at level 5 in English language skills.

E. Identification of Target Population Needs

Many of Orange County's refugees have experienced long-term difficulties in assimilating and require refugee-specific services. The refugee population faces unemployment and underemployment issues. Although 71% of the participants have an English level of 7 and 89% have a high school or above level of education, RSS participants have limited work experience in the US, which affect their ability to obtain sustainable employment. Employment services are offered at Orange County's refugee service provider location, Access California Services, with a focus on addressing employment-related social adjustment topics such as: different cultures in American society, cultural conflicts at the workplace, housing, health

care, legal services, vocational training programs, employees' rights, and workplace safety. To leverage limited RSS funding, refugee families with minor children will be served in the CalWORKs programs, with access to language and social services available for the refugee population.

F. Labor Market Information

According to the 2018-19 Orange County Workforce Indicators Report, Orange County's economy and workforce are impacted by two major categories: technological development and demographic changes. Automation is replacing routine work tasks and computers are changing how people live and work. The county's high and rising housing costs limits residents' ability to save for the future, pushes entry-level job seekers and young families to relocate to more affordable areas, and accelerates the county's aging population. If demographic changes continue at the current rate, almost 30% of the county's population will be over 65 by 2060. The increased aging population, in turn, will significantly affect labor force needs, especially by increasing demand for healthcare services.

Technological advances that have transformed the workplace have dramatically increased in recent years, leading employers to place significant emphasis on more robust skills requirements for their job openings. As a result, employers have become more flexible about the specific educational requirements for certain jobs and are increasingly emphasizing a potential employee's skillset rather than his or her credential or degree. Over the past year, county employment growth has been concentrated in the field of Educational and Health Services, Professional and Business Services, and Leisure and Hospitality. Several industries saw employment declines, including Manufacturing, Financial Activities, and Other Services.

Although Orange County has seen significant economic growth in a variety of areas in recent years, this growth has not been evenly spread across the county's communities, and other issues still remain that could limit further economic expansion. These include the county's growing skills gap and its chronic shortage of workforce housing. Since 2013, only around 20% of Orange County residents have been able to afford a median priced home in the region, highlighting workforce housing affordability concerns in the region. The housing affordability crisis is a statewide issue not limited to Orange County. Only 26% of California residents can afford a median-priced home, which encourages migration from California to other, less expensive states.

According to the Report, the following are Orange County's top occupations with low-risk of automation over the next 20 years:

- Software Developers - Applications
- Registered Nurses
- Computer Occupations
- Retail Sales Workers
- Human Resources Specialists
- Sales Managers
- Financial Managers
- Medical and Health Services Managers

- Marketing Managers

RSS training programs include a Vocational English as a Second Language (VESL) component that can assist those with limited work experience in the US. RSS participants will be prepared for jobs in occupations that show the fastest growth.

Many refugee and SIV arrivals in the past few years have been educated professionals, specifically in the fields of medicine, translation/interpretation, and engineering. Some professional refugees have experienced difficulties in returning to their occupational fields due to barriers in obtaining credential translation and verification to recertification. RSS staff will be provided with information on other workforce development and education programs, including the county CalWORKs program, WIOA program, adult education, and/or other employment and social service programs to effectively assist these participants.

To increase the refugee's likelihood of securing and retaining employment, thereby promoting self-sufficiency, employment retention services are available to refugees who are placed in part-time or full-time employment.

Through the Services to Older Refugees funding, older refugees who are sixty years of age or older receive assistance to citizenship and naturalization preparation services. Refugee service providers conduct ongoing outreach activities to increase awareness of available services for older refugees and their families. The provider also encourages participants to establish and maintain shared housing arrangements to meet rental expenses.

Activities and services that benefit the refugee community focus on community strengthening, integration and access to mainstream services. They include, but are not limited to: involvement with the development of ECBOs representing groups of refugees from Africa and the Middle East; extensive assistance to victims of human trafficking and persons granted asylum; participation in efforts to promote awareness of mental health issues and services for refugees; and participation in community organizations that aid and advocate for the refugee community.

III. DESCRIPTION OF SERVICE COMPONENTS

A. Refugee Social Services (RSS) Program

Each Refugee Cash Assistance (RCA) applicant/recipient is referred to the contracted refugee provider to register for employment services unless determined to be exempt. The provider accepts all mandatory referrals from the RCA program and verify the client's refugee status to ensure eligibility for services and:

- Explain mandatory work registration and participation requirements to RCA participants.
- Administer an English ability assessment test to determine all participants' SPL.
- Conduct an orientation to explain program policies and procedures and participants' rights and responsibilities.
- Assess the participant's job skills, work history, and family needs.
- Assign a case manager to each participant to more accurately assess the participant's or family's strengths, barriers to employment, and potential need for specialized services.
- Develop a Family Self-Sufficiency Plan (FSSP), which is a comprehensive service and employability plan with goals for self-sufficiency for each participant.

Participants with a SPL level lower than 4 are enrolled in Vocational English as a Second Language (VESL) classes in concurrent with employment preparation and job counseling. RCA participants may attend VESL classes for a maximum of three months. As determined appropriate by the provider, participants with a SPL level of 4 are referred either to VESL/employment preparation or for the full range of employment services. Participants with a SPL level of 5 or higher are referred for the full range of employment services. Participants enrolled in VESL receive English instruction related to finding, obtaining and maintaining employment.

Non-Cash participants are encouraged to follow the RCA participants service flow, however, since Non-Cash participants participate voluntarily, they may choose not to participate in the full range of services prior to job placement.

Employment services include employment preparation workshops, job counseling and job search assistance, job development and placement, and employment support/job retention services. Participants are required to conduct job search and file job applications with potential employers each week they are not scheduled to participate in other job search activities. The providers evaluate and refer participants for short-term skills training programs offered by providers such as adult education, Regional Occupational Programs and community colleges.

Job development activities include the pursuit of entry-level employment opportunities as well as focusing on potential job advancement. The service provider provides participants with job leads and information regarding potential employers and prepares participants for both job application completion and job interviews. Preparation may include securing and/or providing any necessary transportation to potential employment sites and interviews. Once a participant is placed in employment, the case manager conducts follow-up contacts to assess the individual's or family's progress toward the goal of self-sufficiency. If the participant is no longer employed, additional job search assistance is provided to find new employment.

The components listed below are operated by the contracted refugee specific employment service provider: Access California Services.

Employment Services

1. Family Self-Sufficiency Plan/Individual Employment Plan
This is an individual employability plan that includes a budget and specific steps that will be taken and a realistic one-year timetable for every employable individual/family member. The plan also addresses any social barriers that might impede financial self-sufficiency.
2. Employment Workshops
Employment preparation workshops provide training on how to complete job applications and interview skills. These workshops also address certain employment-related social adjustment topics such as: different cultures in the American society, cultural conflicts at the workplace, housing, health care, legal services, vocational training programs, employee rights and workplace safety.
3. Unsupervised Job Search
Participants are required to conduct job search and file a minimum of five job applications with potential employers each week in addition to participating in other job search activities. Participants must contact the provider at least once a week to review employment goals and monitor progress.
4. Job Counseling and Job Search Assistance
Participants receive continuous support and direction to locate job opportunities. Job developers refer participants attending Vocational English as a Second Language (VESL)/Vocational Training (VT) to job interviews, and routinely accompany groups of refugees to job screenings or job fairs to oversee the application process and assist the potential employer or the applicant with interpretation during the interview as needed.
5. Job Development and Placement
Job developers outreach to mainstream and refugee community employers to identify appropriate job opportunities. Job development activities include the pursuit of entry-level employment opportunities and potential job advancement. The refugee service provider hires bilingual refugees with strong English skills when possible, explores job sharing, car-pooling and staggered shifts for family members, and cluster placements (placing several family members or neighboring refugee participants with one employer) whenever possible to alleviate transportation problems. Participants are provided with job leads and information about the hiring companies and are prepared for job interviews.
6. Employment Support/Job Retention
Job retention services are available to participants who become employed for up to twelve months from the date employment begins. Retention services may include, but are not limited to:
 - a) Provision of individualized or group vocational counseling to assist participants to retain employment, increase earning capacity by identifying opportunities for advancement, learn new skills, upgrade present job skills, find better paying jobs, replace lost jobs, and help part-time employed participants to secure full-time positions.
 - b) Referral for VESL and/or VT classes conducted by local educational providers to promote continued education that assists participants to improve English language skills, learn new skills, or upgrade present job skills to increase earning potential.
 - c) Provision of ongoing support to employees and employers to resolve problems refugees may face at the workplace such as cultural conflicts with co-workers of different ethnic groups.

- d) Conducting post-placement follow up by contacting the participants or making home visits to assess the individual or family's progress toward the goal of self-sufficiency.

7. English Language Learning (ELL)

The curriculum consists of language instruction emphasizing job-related terminology that refugees need to find, obtain, and maintain employment. VESL is provided concurrently with Employment Services at the employment service provider location during normal working hours; local community college districts provide the teachers.

8. Case Management

Case management activities include:

- Explain employment and training requirement.
- Develop individual employability plan for every employable individual/family member. The plan includes a budget, specific steps that will be taken, and a realistic timetable.
- Identify any employment as well as social barriers that might impede financial self-sufficiency.
- Provide assistance during follow-up home visits or phone calls to ensure success in reaching the plan goals.
- Track the refugee's participation in the plan activities. Utilize home visits to more accurately assess strengths and barriers to employment.
- Document the activities and information in the case record.

9. Other Employability Services

Service will address employment related social adjustment topics such as different cultures in American society, cultural conflicts in the workplace, work safety, employee rights, housing, health care and nutrition, and household budgeting. Whenever possible, assign a case manager that speaks the language of the refugee or provide interpretation/translation services. Secure and/or provide necessary transportation to potential employment sites and interviews, explore employer-sponsored car pools, and develop awareness for public transportation.

Non-Employment Services

The goal of this component is to enhance the refugee family's quality of life, to promote financial stability and move toward full self-sufficiency by enhancing access to services. Outreach, referral and translation services are not subject to the five-year limitation on the use of RSS funds.

1. Outreach - Ongoing recruitment activities are conducted to identify and notify low-income refugee families of available services, service locations and ways to access service providers.
2. Referral for Low Income Programs and Community Resources will be completed as appropriate based on the assessment conducted of each individual or family's needs. For participants enrolled in services or programs outside the service provider's agency, the service provider will monitor by tracking and following the client's progress until the termination of services.
 - a) Financial and Support Programs - These include, but are not limited to: financial assistance programs; CalFresh; Medi-Cal; Head Start; Women, Infants & Children (WIC) Program; Low-Income Home Energy Assistance Program (LIHEAP); Energy Crisis Intervention Program (ECIP); consumer education programs; childcare providers and payment programs; adult day

care programs for families with dependent seniors; low income housing assistance and housing subsidies programs, including first time buyer opportunities; and food assistance programs such as food banks.

- b) Tax Preparation Services - Free self-assistance tax preparation services are available during designated community tax days in partnership with local community service providers. Eligible participants include low-income individuals who are residents of California.
- c) Translation Services – The service provider either directly provides or facilitates interpretation and translation services, as needed, with other agencies providing the appropriate assistance to access medical providers, resolve legal issues, and apply for low-income programs.

B. Services to Older Refugees (SOR)

The components listed below are operated by a contracted service provider for non-employment services: Access California Services.

1. Outreach, Information/Referrals and Linkages: The service provider will inform and refer seniors to programs or activities and supportive services with local agencies on aging, and to available healthcare and community resources and programs for seniors.
2. English Language Learner (ELL) Classes: The service provider will provide ELL classes free of charge to help seniors who are applying for naturalization.
3. Citizenship/Naturalization and Legal Services: The service provider will offer a citizenship training curriculum which consists of integrated instruction in American history and civics. Lessons include preparation for the US Citizenship and Immigration Services (USCIS) interview, during which applicants must respond appropriately to questions. Other lessons will help seniors develop test-taking skills while familiarizing them with the American history and government topics likely to appear in the citizenship exam. The training will also provide seniors with an understanding of their basic rights and responsibilities as citizens. Seniors will receive assistance with naturalization applications, obtaining fingerprints and photographs, scheduling appointments for the written civic and history test, accommodations for seniors with special needs, and adjustment of their alien status to meet all required qualifications for a green card (permanent residence).
4. Translation and/or Interpretation Services: The service provider will assist in the completion of forms, medical appointments, Social Security Administration offices and other social service agency visits, immigration office interviews, and community events.
5. Group Therapy and Individual Counseling: The service provider will evaluate for and provide seniors with group therapy and individual counselling, opportunities for networking and socialization activities, and host health workshops that provide information and/or activities to make older refugees aware of the biological, psychological, and social changes associated with aging.
6. Transportation Services: The service provider will assess and assist seniors by issuing bus passes or arranging carpooling to help seniors with transportation to their classes and services, medical appointments, SSA and other social services agency visits, immigration interviews, or events and functions where seniors traditionally congregate and socialize.

IV. BUDGETS

ITEM	AMOUNT
1. Employment Services	\$269,322
2. English Language Training	\$97,936
3. Case Management Services	\$73,452
4. Other (Employment)	\$48,968
5. Non Employment (SOR)	\$14,752
SUBTOTAL	<hr/> \$504,430
6. County Administration (15% of Total)	\$89,018
TOTAL FFY 2019-20 RSS ALLOCATION	<hr/> \$593,448

V. ANNUAL SERVICES PLAN

Annual Service Plan					
1. State/Grantee:	Orange	2. Fiscal Year:	2020	3. Date:	11/8/2019

ORR's
Sole Grant No:
19710036
FFY19
10220002

4. Previous FFY Report (Program Participants) 45 CFR 400.154 and 45 CFR 400.155	Total FY Unduplicated
a) Employment	43
b) Employability assessment	60
c) On-the-job training	0
d) English language instruction	3
e) Vocational Training	0
f) Skills recertification	0
g) Day care for children	0
h) Transportation	0
i) Translation and Interpreter Services	60
j) Case management	60
k) EAD assistance	99
l) Information and referral	60
m) Outreach services	255
n) Social adjustment	106
o) Citizenship and naturalization	25
5 Total Unduplicated	60

6. Previous FFY report services participation (45 CFR 400.154 and 45 CFR 400.155)	Total Number
a) Report number of service participants at the end of FFY who are 0-12 months since arrival in the US	48
b) Report number of service participants at the end of FFY who are 13-60 months since arrival in the US	12

7. Previous FFY set-aside programs services participation	RSI	SOR	Other
a) Report number of service participants at the end of FFY who are 0-12 months since arrival in the US		1	
b) Report number of service participants at the end of FFY who are 13-60 months since arrival in the US		12	

8. Description of State provided or Contracted Services	9. Grant	10. Contracted Amount by Funding Source	11. Program Participants			12. Type of Agency and Percent of Funds										
			0-12 Month	13-60 Month	Total Number	A. State or County	B. Mutual Assistance Association	C. Refugee Agency	D. Community College	E. Adult Basic Education	F. Non Profit Organization	G. School District	H. Area Agency on Aging	I. Other	J. Total	
a. Employment Services	RSS	\$23,323	63	36	99						100%					100%
b. English Language Instruction	RSS	\$7,936	50	18	68						100%					100%
c. On-the-Job Training	RSS	\$0	0	0	0						0%					0%
d. Vocational Training	RSS	\$0	0	0	0						0%					0%
e. Other Services	RSS	\$22,420	53	36	99						100%					100%
	RSS-RSI	\$0	0	0	0						0%					0%
	RSS-SOR	\$14,750	2	12	14						100%					100%
	Misc.	\$0	0	0	0						0%					0%

VI: ANNUAL OUTCOME GOAL PLAN

ANNUAL OUTCOME GOAL PLAN FY 2020 PERFORMANCE GOALS AND ACTUALS						
State or County:		Orange				
		FY 2019 GOAL		FY 2019 ACTUAL		FY 2020 GOAL
1. Caseload						
	TANF Recipients	0		0		0
	RCA Recipients	80		74		63
	No Federal Cash Assistance	7		25		36
	Total	87		99		99
2. Entered Employment						
	Full Time	23	64%	34	79%	37
	Part Time	13	36%	9	21%	11
	Total					
		36	41%	43	43%	48
2a. TANF Recipients Entered Employment						
	Full Time	0		0		0
	Part Time	0		0		0
	Total	0	%	0	%	0
2b. RCA Recipients Entered Employment						
	Full Time	20	69%	23	77%	25
	Part Time	9	31%	7	23%	8
	Total	29	81%	30	70%	33
2c. No Federal Cash Assistance Entered Employment						
	Full Time	3	43%	11	85%	12
	Part Time	4	57%	2	15%	3
	Total	7	19%	13	30%	15
Cash Assistance Recipients Placed in Employment						
		29		30		33
3. Federal Cash Assistance Terminations						
	TANF Recipients	0	0%	0	0%	0
	RCA Recipients	24	100%	21	100%	20
	Total	24	83%	21	70%	20
4. Federal Cash Assistance Reductions						
	TANF Recipients	0		0		0
	RCA Recipients	0		0		0
	Total	0	0%	0	0%	0
5. Entered Full Time Employment Offering Health Benefits						
	TANF Recipients	0	0%	0	0%	0
	RCA Recipients	16	89%	8	80%	9
	No Federal Cash Assistance	2	11%	2	20%	3
	Total	18	78%	10	29%	12

ANNUAL OUTCOME GOAL PLAN FY 2020 PERFORMANCE GOALS AND ACTUALS			
State or County:	Orange		
	FY 2019 GOAL	FY 2019 ACTUAL	FY 2020 GOAL
6. Average Hourly Wage of Refugees Entering Full Time Employment	\$ 13.00	\$ 13.45	\$ 13.50
7. 90-Day Retention Rate	85%	76%	80%
Percentage			
7a. 90-Day Retention Rate Calculator			
Unduplicated # of Retentions	29	38	
Total			
The previous actual Retention Rate is calculated by dividing the total unduplicated number of retentions by the total unduplicated number of entered employments from July of the previous CY through June of the current CY.			
8. Office of Refugee Resettlement Funding			
	FY 2019 Actual	FY 2020 Proposed	
Refugee Support Services Funding	\$ 211,026	\$ 269,323	
Total Liquidated Funding	\$ 211,026	\$ 269,323	
Cost per Entered Employment	\$ 4,907.58	\$ 5,610.90	
Agency Point of Contact			
<i>Please provide the name, title and contact information for the agency staff person best equipped to respond to questions regarding your Annual Outcome Goal Plan submission.</i>	First and Last Name	Title	
	Maikhanh Nguyen	Administrative Manager I	
	Telephone Number	Email	
	714-245-6041	maikhanh.nguyen@ssa.ocgov.ca	
Deadline for submission			
The completed FY 2020 Annual Outcome Goal Plan: Performance Goals and Actuals and Performance Narrative should be submitted via email to robreports@dss.ca.gov by NOVEMBER 8, 2019 .			
For Office of Refugee Resettlement use only.		Date submitted: _____	
Submission type:	<input type="checkbox"/> Initial	<input type="checkbox"/> Revision	Status: <input type="checkbox"/> Approved <input type="checkbox"/> In process - clarification needed

VII: APPENDICES

A. Procurement Process

SSA has an agreement with Access California Services to provide direct Refugee Social Services and Support program to refugees. The provider was selected through the Request for Proposal (RFP) process for Refugee Social Services. Proposals were evaluated by a panel consisted of members who have had experience working with the refugee population or providing employment services. Evaluation criteria included experience, program management, service delivery system, program design, demonstrated ability to provide service, budget summaries, and demonstrated performance.

Provider's staff, and if applicable, partnering agency/ies (including partners and/or subcontractors), must possess language ability and cultural sensitivity. Employment services staff must have knowledge of the labor market, and the capability to outreach to employers and the business community. Provider's staff and the instructors employed by local educational providers to provide Vocational English as a Second Language and Vocational Training instruction are given orientation and training on the employment focus of the service delivery.

All contracted staff are also required to attend training annually on the policies and procedures to be utilized to serve persons with limited English proficiency, including the reporting of complaints, as follows: as a part of the orientation for new employees, and twice annually for employees with direct client contact. In addition, the County may require attendance at other training sessions.

B. County Monitoring Process

1. Monitoring Responsibility

RSS program monitoring is conducted by Policy and Quality Assurance and Contract Services staff as follows:

Program: Policy and Quality Assurance, SSA

Fiscal: Administrative Contracts & Procurement Services, SSA

2. Monitoring Process

Orange County will comply with CDSS guidelines regarding requirements on frequency of monitoring, submission of reports, and corrective action related to program deficiencies. The County assures there will be no conflict of interest when monitoring its own service providers.

Frequency: Program operations will be monitored through a site visit at a minimum of once each federal fiscal year.

Case Selection: A minimum of 10% of the total caseload (RCA/non-aided) will be selected at random and reviewed. These cases will be selected from the providers' monthly/quarterly client listings. Cases will be reviewed at the time of the on-site visit. Monitoring worksheets will be utilized to record client participation.

Submission of Monitoring Reports: The County will submit a copy of the written monitoring report to CDSS no later than 45 days from the completion date of the review.

Methodology: The following elements will be included as part of an on-going monitoring plan, which applies to services administered by the refugee employment and supportive services provider for RCA and non-aided participants.

- **Achievement of Program Goals**

The extent to which program goals are being met, and the effectiveness of services provided will be monitored through monthly/quarterly reports of program outcomes by component as submitted by the provider. Such reports will be compared to the provider's and County's Plan goals and objectives.

- **Appropriateness of Fiscal Expenditures**

The appropriateness of fiscal expenditures and accuracy of reported fiscal data will be monitored by checking invoices submitted by the provider.

- **Accuracy of Reported Statistical Data**

The accuracy of reported statistical data will be monitored at a minimum of once every twelve months through sample case tracking studies of participants served. Sample cases will be reviewed from the point of Intake/Assessment throughout program participation. The County will review the employment and supportive services provider's files and the documents contained in the case files, such as case narratives and attendance sheets documenting the client's participation and services provided.

- **Accuracy of Determination of Refugee/Entrant Status**

The accuracy of refugee, asylee, federally certified human trafficking victim, and certain family members of a trafficking victims who have been granted visas under 8 U.S.C. 1101(a) (15) (T) (ii) status determination will be reviewed by sampling cases at a minimum of once every twelve months.

- **Extent to Which Priority Groups Are Served**

The extent to which priority groups are being served will be monitored by reviewing monthly/quarterly reports of program outcomes by component as submitted by the provider.

- **Family Self-Sufficiency Plans**

The extent to which Family Self-Sufficiency Plans have been developed for each employable family member will be reviewed by sampling cases at a minimum of once every twelve months at the time of the on-site visit.

3. **Corrective Action**

Corrective action will be taken when the provider is found to be deficient in program performance. A Corrective Action Plan may include one or more of the following steps:

- Written documentation to provider outlining deficiencies and recommending corrective action as appropriate.
- Meeting with administrator of the provider to discuss deficiencies, corrective actions, and time frames.
- Written confirmation letter to provider describing the agreed upon corrective actions and time frames.
- Follow-up to verify and document compliance with corrective action plan.
- Corrective action may include fiscal sanctions or project termination/revision.

VIII: REQUIRED ASSURANCES

The County assures that the Refugee Social Services Plan for FFY 2020-2023 was developed in accordance with the CDSS Refugee Program County Guidelines and in accordance with:

- CDSS' Manual of Policies and Procedures:
 - Refugee Resettlement Program Regulations - Division 69-200
 - Cuban/Haitian Entrant Program – Division 69-300
- Code of Federal Regulations – Title 45 –Public Welfare:
 - Refugee Resettlement Program – 45 CFR PART 400
 - Cuban/Haitian Entrant Program – 45 CFR PART 401
 - Uniform Administrative Requirements – 45 CFR PART 74

IX: COUNTY BOARD OF SUPERVISOR RESOLUTION

This place is reserved for County Board of Supervisor Resolution

REFUGEE THREE – YEAR SERVICES PLAN
ADDENDUM

I. COVID-19 Addendum

B. Description of the impact of COVID-19 to normal operations

Orange County Social Services closed its regional offices on March 17, 2020, due to the COVID-19 pandemic. Although the regional offices closed for in-person applications, the following methods are available to apply for benefits such as Refugee Cash Assistance (RCA), CalFresh, and Medi-Cal:

- Benefits CalWIN (MyBCW)
- One e-App (OEA)
- Mail-In Applications
- Phone Applications

The Orange County Call Center provides extended hours during weekdays and available on Saturdays to assist customers with applications and answering questions. Effective June 22, 2020, Orange County began its phased office re-opening with limited functionality in order to ensure residents had access to public assistance benefits and related services. As a result of the increased COVID-19 cases, regional lobbies temporarily closed effective December 29, 2020. Due to the closures, regional operations moved outdoors providing triage services in order to assess the service needs of the clients. For clients who do not have the means to contact the Call Center or have internet service to access online services such as MyBCW, they will be served outdoors using the designated exterior stations.

The Refugee Social Service (RSS) provider's office has remained open for in-person services since the beginning of the COVID-19 pandemic. The provider took immediate action and began making operational and service modifications in an effort to keep both staff and clients safe at all times. Educational material regarding COVID-19 was placed throughout the office in order to educate both staff and clients regarding CDC approved safety-measures. The provider limited the waiting room capacity and required the use masks, hand sanitizer, as well as COVID-19 symptom attestation.

In order to comply with the Stay-at-Home order and continue providing employment services, case management services are conducted over the phone. Direct services continue to be in-person when needed and require an appointment. Appointment services between client and staff shifted from case managers' offices to a larger space allowing for social distancing of 6 feet. Services include assisting with documents requiring a wet signature, completing paper applications, assistance with original documents, guidance in accessing virtual platforms, and completing assessments.

In-person classes have shifted to online and Zoom. Clients are encouraged to log in via Zoom to receive their educational classes. Case managers contact clients via phone to provide information and services to clients who prefer not to come to the office in-person. The provider ensures to meet clients at their levels of need and competence.

Assistance and services for RCA and Non-Aided refugees, asylees, culturally-diverse, and limited English speakers, have been modified to continue provision to RCA and Non-Aided participants through in-person meetings, phone calls, email, and video/Zoom calls for remote sessions.

Elderly refugee participants who are enrolled in the socialization program at Access California are offered tablets to engage in virtual events and remote sessions. Elderly refugees are otherwise assisted through in-person home visits and tele-visits, phone calls, email, and video/zoom calls depending on their capabilities.

Access California staff meet with RCA and Non-Aided clients on a weekly basis, at minimum. Aside from the mandatory weekly meetings with RSS staff, participants have an open communication to contact staff as

frequently as they want for various needs. Clients require increased support sessions via phone or in-person, depending on their job readiness capabilities and aptitude for acculturation. In-person meetings are gauged by the level of comfort a client has in coming for services after their first visit at the RCA orientation. Regardless of in-person or remote meetings, the frequency of client-case manager interactions depends on the client's ability to participate in program requirements, the level of English fluency, and the speed at which the client is functioning to prepare for employment and integrate into society.

The number of in-person and virtual meetings with elderly refugee clients varies depending on their level of independence, level of English fluency, mental and physical health issues, among other factors that determine their ability and speed to function. Contacts range from three times a week to monthly meetings.

The topics covered in contacts with RCA and Non-Aided participants include a variety of Employment Preparation Workshops (EPWs), referrals to remote VESL classes, referrals for mental health and group therapy sessions, drive-up events such as food distribution and World Refugee Day event, which has brought reassurance to participants is living and working with the COVID reality.

The provider staff engage elderly refugee participants in various topics and provide a variety of assistance. Topics include citizenship training, mental health and group therapy sessions. Services provided include referrals to socialization, remote ESL classes, interpretation, translation, advocacy, assistance with doctor appointments, medical referrals and authorizations, referrals to food delivery programs to their homes, drive-up events such as food distribution.

Assistance to Older Refugees

The provider is assisting older refugees with digital divide through increased support through their smart phones, regular cell phones, and other devices. An ample amount of time is spent educating participants about digital literacy with some participants needing supplemental time due to their fluency levels in native and English languages. The provider guides older refugees through step-by-step instructions on creating and sending email, the use of Wi-Fi and internet, texting and downloading useful apps to watch educational videos, join chat groups with other elders, communicate via voice and video calls with staff and volunteers, attend mental health and group therapy support sessions.

In-person assistance as well as remote services and referrals are offered to older refugees via phone. Special attention has been given to the awareness of cyber security, password protection, and educating older refugees on COVID-19 fraudulent scams.

Although digital literacy has been a focus for service delivery, it is becoming clearer that elder adults function better through in-person and direct phone contact with their case managers. The second wave of lockdowns has impacted services in that additional support will be required by the provider staff to ensure the older refugees are not further isolated or neglected.

An increase in direct contact with older refugees has been consistently on the rise since the COVID-19 breakout to check on their well-being and keep them engaged in programs and goals to stay independent.

The methods used to conduct ongoing outreach to older refugees, their families, and target population include a variety of media, consisting of Facebook, Twitter, Instagram and local community newspapers, and e-newsletters. The other outreach methods include; ethnic based newspapers, text messaging, in-person contact at the provider office, inter-departmental communication across provider departments, such as Counseling or Socialization Program, phone contact, email messages, group collaborative in the community consisting of ethnic community based organizations, group chats, virtual services and classes offered at the provider office, Refugee Forum of Orange County, resettlement agencies in Los Angeles county, and local places of worship.

C. Description of the county's proposed or implemented refugee transitional or supportive housing and utility assistance program in response to the COVID-19 emergency.

The provider, Access California, plans to apply the extra funding to its emergency financial assistance program, which provides financial support to clients in need during COVID-19. Clients can receive assistance in the form of rent, utilities, food, and other basic needs. The funds will be used to purchase laptops for clients, primarily older adults, in order to take part in virtual activities and remote learning. The clients receiving assistance will be guided through an existing assessment process for program eligibility. The plan to administer the housing and utility assistance program is under development.

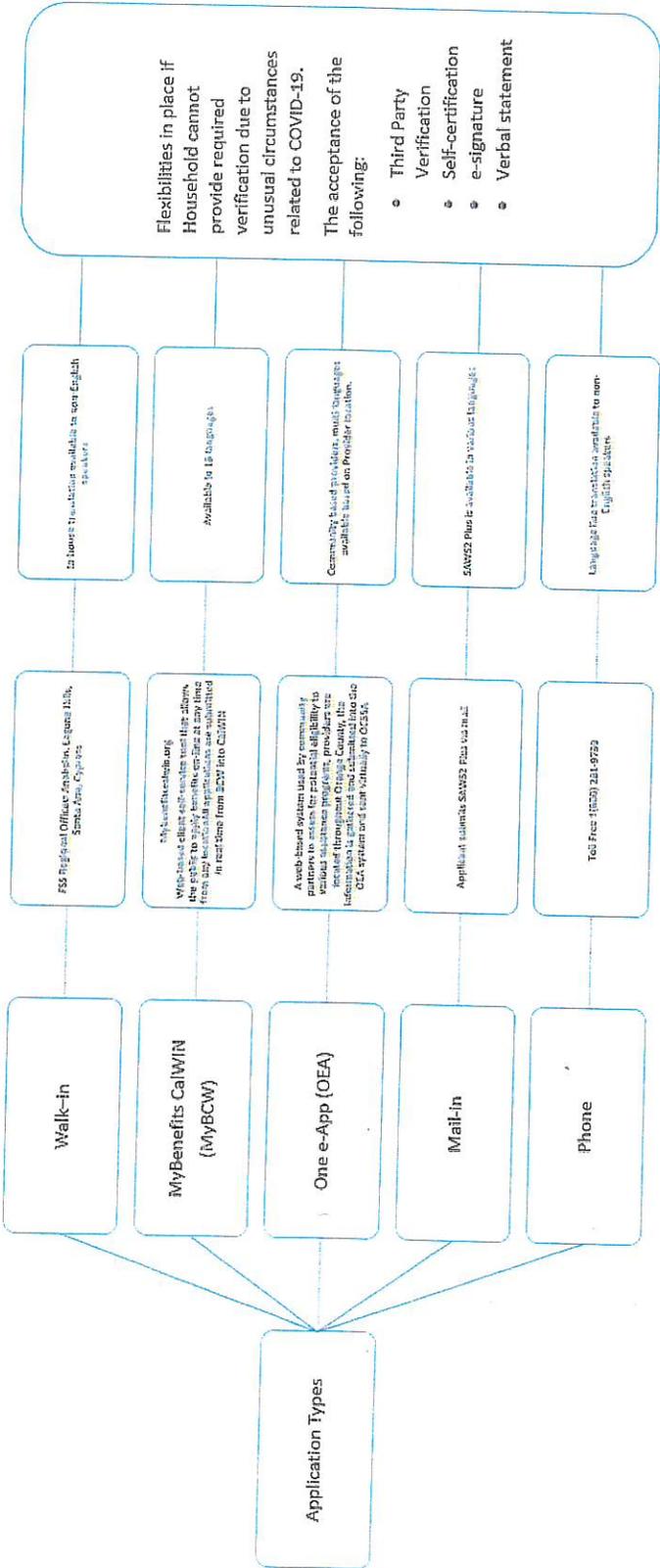
D. Description of the county's use of extended funds as provide by RCL 20-01 and 20-06.

In order to continue providing employment services, case management services are conducted over the phone. Direct services continue to be in-person when needed and require an appointment. Appointment services between client and staff shifted from case managers' offices to a larger space allowing for social distancing. Services include assisting with documents requiring a wet signature, completing paper applications, assistance with original documents, guidance in accessing virtual platforms, and completing assessments.

In-person classes shifted to online and Zoom. Clients are encouraged to log in via Zoom to receive their educational classes. Case managers contact clients via phone to provide information and services to clients who prefer not to come to the office in-person. The provider ensures to meet clients at their levels of need and competence.

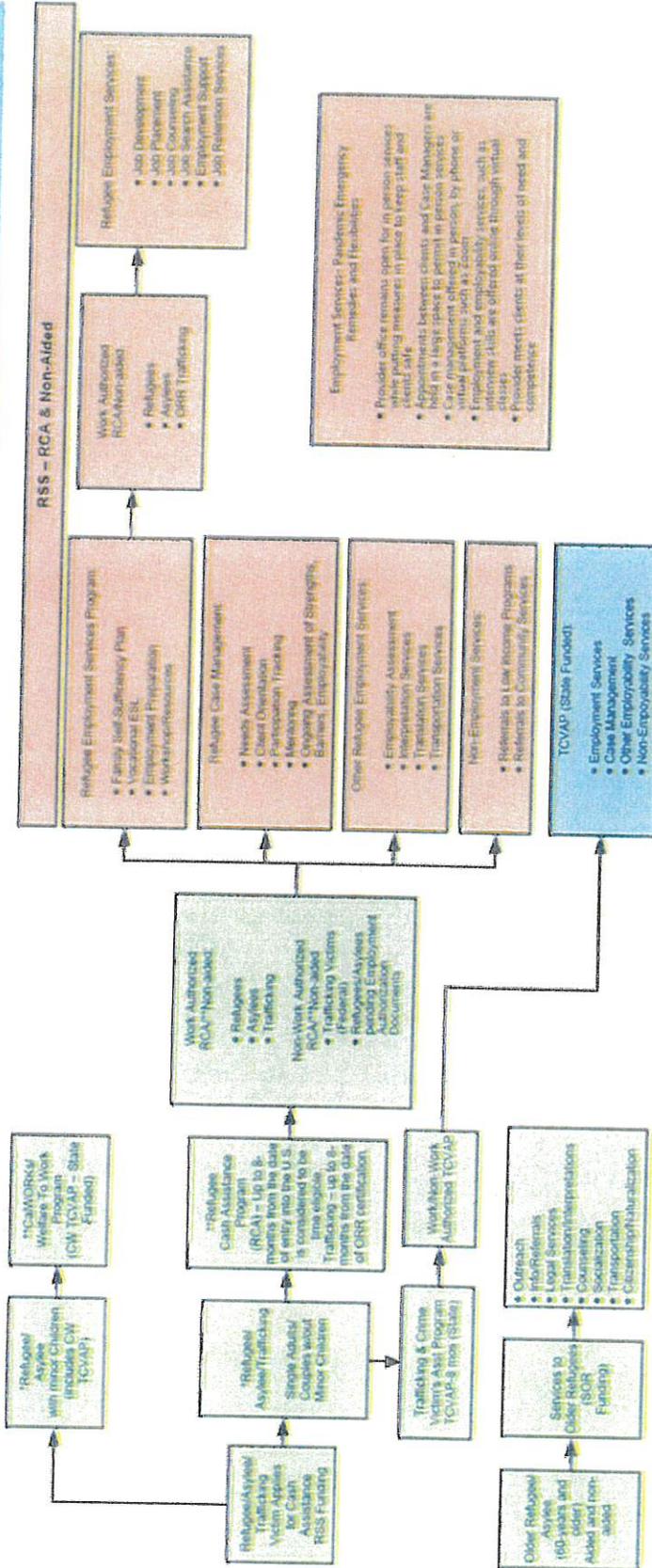
As mentioned above, Access Cal is working on a plan to utilize for housing and utilities assistance.

Application Flow Chart



12/2020

County of Orange
 Refugee Social Services/Services to Older Refugees Flow Chart – Includes TCVAP



Refugee includes refugees, asylees, Iraq and Afghan Special Immigrants (SI) and family members, Cuban and Haitian entrants, certain Amerasians from Vietnam who are U.S. citizens, Regularly certified victims of a severe form of trafficking and certain family members accompanying or following to join victims of a severe form of trafficking who have been granted nonimmigrant visas under 8 U.S.C. 1101(a)(15)(T)(vi)

*RSS - RCA/Non-Aided Participants in their 0-4 months of arrival to the US or from the date asylum has been granted who have been in the US for less than 36 months, between 18-30 years of age and 51-60 years of age

*Employability Services: CAHQR/5-45 months of employment services. RCA-8 months of eligibility including extension months and 12 months of employment retention services. Non-aided- Up to 60 months after their arrival to the U.S.

(R0721) Refugee Social Services/Services to Older Refugees Flow Chart – Includes TCVAP

III. Strategic Co-enrollment Addendum

Orange County Social Services Agency (SSA) and the Orange County Workforce Development Board (OCWDB) supports co-enrollment strategies that enable greater efficiencies in service delivery, and the leveraging of resources for maximum benefit to refugee participants and are in planning phase of implementing co-enrollment. Through strategic co-enrollment, Orange County agencies have the ability to build upon aligning, coordinating, and integrating programs, services, and resources, where appropriate, to assist refugees obtain jobs that ensure both long-term economic self-sufficiency, as well as economic security. Orange County is exploring the development and implementation of a strategic co-enrollment policy that will provide the foundation for strategic co-enrollment throughout the WIOA. Key concepts will include:

- Integrated Service Delivery- Will allow for the connection of services to participants that are comprehensive and accessible to the needs of the individual.
- Increased Access- Will support strategies that will coordinate program, services, and resources to help participants in obtaining employment services.
- Partnerships- Will allow for the connection of services with other community organizations in order to leverage services for the maximum benefit to the participant.

Currently, under the RSS program, the RSS provider provide orientation and employment services under RSS funding. Partners within the WIOA MOU, including WIOA Title II Adult Education and Literacy partners, offer adult basic education and high school completion and equivalency services, as well as Career and Technical Education (CTE) courses that result in the attainment of industry-valued credentials in the field of study. WIOA Title II services can be especially beneficial for the English Second Language Learner (ESL) population whom possess low English language proficiency and/or basic skills deficient in their native language.

New County Refugee Services Plan Requirements

4.

Carry-Over FFY 2021	
Employment	\$87,288.30
ELT	\$31,741.20
Case Management	\$23,805.90
Other Employment	\$15,870.60
Total	\$158,706.00

5. A current list of County Contracted refugee services providers that include the following:

- a. Access California-Nahla Kayali, Program Director
- b. 631 Brookhurst St., Ste 107 Anaheim, Ca 92804, 714-917-0440

c.

ACCESS California

Funding Source	Amount
RESS	\$459,275
ORSA	\$17,355

d. Refugee/Asylee/Trafficking Victim (TCVAP)/Older Refugee- Aided/Non-Aided

e.

Funding Source and Type of Service	
RESS	ORSA
Employment	Non Employment
ELT	
Case Management	
Other Employment	

Partnerships

The Refugee Forum of Orange County (RFOC) consists of the following organizations: Access California Services, Cal-Optima, Latino Muslim Unity, OMID Institute, Program for Victims of Torture, Sabil-USA, The Salvation Army, United Nations Association of Orange County, and Uplift Charity). This group also includes County of Orange Health Care Agency and County of Orange Social Services Agency (SSA), which during the pandemic, meets on a quarterly basis in order to keep ongoing communication between the partners. RFOC also outreaches with the Office of Congressman Lou Correa.

In June 2020, RFOC hosted World Refugee Day, at Access California, which was an outreach event with the purpose of serving refugees with food distribution during COVID-19. RFOC partners worked together to host this event and continue serving refugees collectively during the pandemic.

Access California also collaborates on a regular basis through inter-agency referrals with RFOC members to serve refugees in Orange County. For example, the Salvation Army collaborates with Access California on eligible TCVAP cases. Access California's outreach is not limited to the RFOC members as continuous efforts are made to collaborate with other entities such as local Office on Aging, faith-based organizations in the region, local libraries, school districts, and other service providers.

How is Access getting resettlement referrals for Orange County?

Access California receives resettlement referrals for Orange County through the Orange County Social Services Agency, as well as outreach, word of mouth, and resettlement agencies from Los Angeles County.

Demographics of the Target Population

For the first trimester of FFY 2019-2020, the largest group of refugees enrolled in RSS-funded employment services in Orange County were from Egypt (32.1%), followed by Afghanistan (17.9%), Colombia (14.3%), Syria (10.7%), Salvador (7%), Congo (3.6%), Cuba (3.6%), Philippines (3.6%), El Jordan (3.6%), and Kenya (3.6%).

Category	RCA	Non-Aided	Total	Percentage
RF	4	5	9	18.4%
AY	22	2	24	49.0%
SIV	9	1	10	20.4%
PAR	2	0	2	4.1%
ENT	0	0	0	0.0%
ORR	3	1	4	8.2%
AM	0	0	0	0.0%
DT	0	0	0	0.0%
Total	40	9	49	100.0%

Education	RCA	Non-Aided	Total	Percentage
0	0	0	0	0.0%
L-6	0	0	0	0.0%
7-12	4	1	5	10.2%
HS	23	8	31	63.3%
Col	0	0	0	0.0%
Grad	13	0	13	26.5%
Total	40	9	49	100.0%

Initial Recellment	RCA	Non-Aided	Total	Percentage
CA	40	9	49	100.0%
Other	0	0	0	0.0%
Total	40	9	49	100.0%

SPL	RCA	Non-Aided	Total	Percentage
0	0	0	0	0.0%
1	0	0	0	0.0%
2	0	0	0	0.0%
3	0	0	0	0.0%
4	0	0	0	0.0%
5	14	2	16	32.7%
6	3	0	3	6.1%
7	23	7	30	61.2%
Total	40	9	49	100.0%

Age	Sex	RCA	Non-Aided	Total	Percentage
18-21	F	2	0	2	4.1%
	M	5	1	6	12.2%
22-33	F	8	4	12	24.5%
	M	10	2	12	24.5%
34-44	F	4	0	4	8.2%
	M	4	1	5	10.2%
45-50	F	0	0	0	0.0%
	M	2	0	2	4.1%
51-60	F	3	0	3	6.1%
	M	2	1	3	6.1%
Sub-Total	F	17	4	21	42.9%
	M	23	5	28	57.1%
Total		40	9	49	100.0%

Country	RF	AV	SIV	ENT	ORR	AM	DT	Total	RCA	Non-Aided	Total	Percentage
Afghanistan	1	0	10	0	0	0	0	11	10	1	11	22.4%
Congo	0	2	0	0	0	0	0	2	2	0	2	4.1%
Cuba	0	0	0	0	0	0	0	0	2	0	2	4.1%
Egypt	0	15	0	0	0	0	0	15	13	2	15	30.6%
El Salvador	3	0	0	0	0	0	0	3	1	2	3	6.1%
Iraq	1	0	0	0	0	0	0	1	0	1	1	2.0%
Jordan	0	1	0	0	0	0	0	1	1	0	1	2.0%
Kenya	0	1	0	0	0	0	0	1	1	0	1	2.0%
Mexico	0	0	0	0	1	0	0	1	1	0	1	2.0%
Nigeria	0	1	0	0	0	0	0	1	1	0	1	2.0%
Philippines	0	0	0	0	0	0	0	1	1	0	1	2.0%
Syria	4	0	0	0	1	0	0	1	1	0	1	2.0%
Other	0	4	0	0	0	0	0	4	2	2	4	8.2%
Total	9	24	10	0	4	0	0	47	-40	9	49	100.0%

CITY	RF	AV	SIV	ENT	ORR	AM	DT	Total	RCA	Non-Aided	Total	Percentage
Anaheim	1	9	5	0	4	0	0	19	17	4	21	42.9%
Fullerton	0	4	0	0	0	0	0	4	4	0	4	8.2%
Garden Grove	1	1	1	0	0	0	0	3	3	0	3	6.1%
Huntington Beach	0	4	0	0	0	0	0	4	3	1	4	8.2%
Irvine	1	0	0	0	0	0	0	1	1	0	1	2.0%
Laguna Niguel	0	0	1	0	0	0	0	1	1	0	1	2.0%
Orange	1	1	2	0	0	0	0	4	4	0	4	8.2%
Santa Ana	2	2	0	0	0	0	0	4	2	2	4	8.2%
Westminster	3	3	1	0	0	0	0	7	5	2	7	14.3%
Total	9	24	10	0	4	0	0	47	-40	9	49	100.0%



KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

June 26, 2021

Debra Baetz, Director
Orange County Social Services Agency
500 North State College Boulevard, Suite 100
Orange, CA 92868-1673

Dear Debra Baetz:

This letter is to inform you that the Orange County Refugee Services Plan as well as the subsequent required Addendum, covering the period of October 1, 2020 through September 30, 2021, and the Revised Annual Outcome Goal Plan for FFY 2021 have been reviewed and certified by the California Department of Social Services, Refugee Programs Bureau.

We value your commitment in assisting refugees to become self-sufficient and thank you for your continued support. Any questions regarding this matter may be directed to Veronica Perez, Program Analyst, Adult Refugee Services Unit at (916) 809-1585 or veronica.perez@dss.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kathy Yang', with a horizontal line extending to the right.

KATHY YANG, Chief
Refugee Programs Bureau
Office of Equity

Attachments

cc: Kimberly Banfield, County Refugee Coordinator

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
September 14, 2021

WHEREAS, the California Department of Social Services requires counties to submit a Refugee Services Plan to receive federal funding for Refugee Social Services; and

WHEREAS, the California Department of Social Services (CDSS) allows counties to submit a preliminary draft of their Refugee Three Year Services Plan for review prior to obtaining their respective County Board of Supervisor's approval; and

WHEREAS, the Orange County Social Services Agency submitted its preliminary draft of Refugee Three Year Services Plan to the California Department of Social Services on July 15, 2020, with Refugee Services Plan Addendum on May 20, 2021, for review; and

WHEREAS, the California Department of Social Services Refugee Programs Bureau certified the Refugee Three Year Services Plan and Addendum on July 26, 2021; and

WHEREAS, the California Department of Social Services requires a resolution by the Board approving the Refugee Services Plan and certifying that the plan meets the necessary requirements.

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

1. Approve the Orange County Refugee Three Year Services Plan for Federal Fiscal Years 2020-21, 2021-22 and 2022-23.
2. Certify that the Orange County Refugee Three Year Services Plan for Federal Fiscal Years 2020-21, 2021-22 and 2022-23 meets all requirements specified by California guidelines.
3. Authorize the Social Services Agency Director, or designee, to submit the Refugee Three Year Services Plan to the California Department of Social Services and to execute any necessary plan amendments that do not result in a cost to the County.

RECEIVED



County Executive Office

Memorandum

2021 SEP -9 PM 5: 28

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

September 9, 2021

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Frank Kim
Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.09.09 13:03:28
+07'00'

S24C

The County Executive Office is requesting a Supplemental Agenda Staff Report for the September 14, 2021 Board Hearing.

Agency: County Counsel
SUBJECT: South County Traffic Relief Cooperative Agreement
Districts: 5

Reason for supplemental: To forestall the State Legislature from drafting a bill that could dictate south Orange County traffic solutions, the Cooperative Agreement, which provides a local solution to assist in mitigating south Orange County traffic, needs to be approved by all parties prior to the Legislature drafting next year's bills. In addition, expedient consideration of the Cooperative Agreement will ensure that the City of San Clemente will not remove the Los Patrones Parkway Extension from their General Plan, as has been considered at recent City Council meetings. This Agenda Staff Report and the Cooperative Agreement were finalized after the filing deadline to the Clerk of the Board.

Concur: *Andrew Do*
Chairman Andrew Do, Supervisor, First District

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
 AGENDA STAFF REPORT**

MEETING DATE: 9/14/21
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: County Counsel
DEPARTMENT HEAD REVIEW: Leon Page
Digitally signed by Leon Page
 DN: cn=Leon Page, ou=County Council
 email=leon.page@ocgov.com, c=US
 Date: 2021.09.09 09:28:15 -0700
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Leon J. Page (714) 834-3303
 Nicole M. Walsh (714) 834-6257

RECEIVED
 2021 SEP -9 PM 5:29
 CLERK OF THE BOARD
 ORANGE COUNTY
 BOARD OF SUPERVISORS

SUBJECT: South County Traffic Relief Cooperative Agreement

CEO CONCUR

Digitally signed by Frank Kim
 DN: cn=Frank Kim, ou=County of
 Orange, ou=CEO,
 email=frank.kim@ocgov.com,
 c=US
 Date: 2021.09.09 13:03:04 -0700

CEO Signature

**COUNTY COUNSEL REVIEW
 Approved as to form**

Action

County Counsel Signature

**CLERK OF THE BOARD
 Discussion**

3 Votes Board Majority

Budgeted: N/A

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: N/A

of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A

County Audit in last 3 years N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)

Approve Cooperative Agreement between the County of Orange, the Orange County Transportation Authority and the City of San Clemente affirming three major transportation projects as the solution to enhance South Orange County regional mobility (1. Los Patrones Parkway Extension as a non-tolled primary County arterial road, 2. Ortega Widening Project in the City of San Juan Capistrano and 3. I-5 carpool lane from Avenida Pico to the San Diego County line) and protecting the City of San Clemente's open space and conservation easement areas from future construction of a major thoroughfare.

SUMMARY:

Approval of the Cooperative Agreement assures that the County has the broad support necessary to construct the Los Patrones Parkway Extension, including assurances that the City of San Clemente will not

remove the extension from the City's General Plan and will also help protect voter approved open space and conservation easement areas in the City of San Clemente.

BACKGROUND INFORMATION:

In March 2020, the Foothill Eastern Transportation Corridor Agency (F/ETCA) issued the South County Traffic Relief Effort (SCTRE) Report, which recommended that the County of Orange (County) advance a non-tolled extension of Los Patrones Parkway as a County arterial from its current terminus at Cow Camp Road to Avenida La Pata, also known as the Los Patrones Parkway Extension (LPPE). The County has since taken actions to assure that the LPPE would be constructed, including adding the LPPE to the General Plan, assuring its inclusion in the Orange County Transportation Authority's (OCTA) Master Plan of Arterial Highways and garnering support for the inclusion of the LPPE in the City of San Clemente's (City) General Plan.

Following the County's efforts, Senate Bills (SB) 760 and 761 were introduced. The bills sought to amend the Streets and Highways Code and the Government Code to prohibit the extension of State Route 241 (SR-241) through the City and preserve areas within the City subject to conservation easements or identified as protected open space.

In an extension of the County's efforts to assure LPPE's viability as a solution to help address South Orange County traffic congestion, Supervisor Lisa Bartlett formed a working group comprising of key stakeholders to create a local solution to obviate the state legislation. The working group is comprised of the County, City, OCTA, the F/ETCA and Rancho Mission Viejo, LLC (RMV) and has resulted in the Cooperative Agreement (Agreement) being presented to the Board of Supervisors (Board).

Through the Agreement, the County, City and OCTA would agree that there are three projects to be implemented to relieve South County traffic:

1. Construction of LPPE as a non-tolled County primary arterial road;
2. High occupancy vehicle lane improvements on Interstate 5 between Avenida Pico and the San Diego County Line; and
3. The Ortega Highway (State Route 74) widening in San Juan Capistrano from two lanes to four lanes.

If approved by the Board, OCTA and the City, the City will agree to request that Senator Bates withdraw SB 760 and SB 761 but reserves its right to propose and support legislation in the future should F/ETCA or Caltrans re-initiate studies, advancement or development of a freeway in and/or through San Clemente.

In addition, under the Agreement, the County would continue to conduct design and environmental review for the completion of LPPE as a non-tolled County primary arterial road. If approved, the County would further agree to monitor the traffic performance of LPPE for consistency with County standards. If County standards are not met, advance consideration of potential remedies in collaboration with affected jurisdictions and OCTA would be explored.

The City would agree to continue to support LPPE and to not remove LPPE from its General Plan, an action that has been repeatedly considered (and continues to be) by the City Council following the initial approval of an amendment of the City's General Plan to include LPPE in the General Plan in February 2021, without meeting and conferring with the County first. OCTA additionally would agree that OCTA will not build, support or authorize a new major thoroughfare in the City in an area that is subject to a conservation easement or is protected as open space under local initiatives.

Finally, the Agreement would require the County, City and OCTA to meet and confer in good faith if F/ETCA reinitiates planning efforts and/or studies relating to a southerly extension of the SR-241 and/or F/ETCA takes steps to design or construct a southerly extension of the SR-241.

Approval of the Agreement will assure that LPPE moves forward as a primary mobility solution for south Orange County.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Cooperative Agreement

Attachment B - Letter from CA Senator Bates re SB760 & SB761 to Supervisor Bartlett

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), ENTERED INTO EFFECTIVE ON _____ 2021 (“Effective Date”), is by and among the County of Orange, a political subdivision of the State of California (referred to herein as “County”), the Orange County Transportation Authority (“OCTA”), and the City of San Clemente, a municipal corporation (referred to herein as “City”), collectively known as the “Parties.”

RECITALS

WHEREAS, in relation to transportation planning, the County General Plan Transportation Element sets forth policies on the development of transportation facilities necessary to accommodate the County’s orderly growth. The Transportation Element identifies goals, objectives, policies, and implementation programs that affect the transportation system and provide guidance for future transportation planning efforts within the unincorporated areas; and

WHEREAS, the County provides engineering services for roadways in unincorporated areas and regional flood control programs throughout Orange County. This includes programming, design, legislation tracking, project management, traffic safety, and development support services for roadways within unincorporated areas; and

WHEREAS, OCTA is responsible for the continuing, comprehensive, and collaborative transportation planning process in Orange County; and

WHEREAS, OCTA is the designated County of Orange Transportation Commission (CTC) and is charged with approval of all projects utilizing federal and state highway and transit funds and is responsible for transportation programming and the development and update of the OCTA Long-Range Transportation Plan (“LRTP”); and

WHEREAS, OCTA selects projects for the LRTP that have been studied and publicly vetted through system plans such as major investment studies, corridor studies, interjurisdictional multimodal plans, transit system studies, the Master Plan of Arterial Highways (“MPAH”), active transportation strategic plans, and the like; and

WHEREAS, OCTA is responsible for determining if sufficient regional planning has occurred to justify adding Orange County projects to the financially constrained Federal Transportation Improvement Program, Regional Transportation Plan, and regional travel demand model; and

WHEREAS, the Federal Transportation Improvement Program and Regional Transportation Plan reflects the projects and overall vision defined in OCTA’s LRTP; and

WHEREAS, the Foothill Eastern Transportation Corridor Agency (“F/ETCA”), is a joint Powers Authority organized under state law and Joint Exercise of Powers Agreements (“JPAs”); and

WHEREAS, over decades, Rancho Mission Viejo, LLC, a Delaware limited liability company (referred to herein as “the Ranch”), and the County have entitled and developed (and are continuing to develop) a master planned community in South Orange County called the “Ranch Plan Planned Community” (the “Ranch Plan”), originally approved by the County in 2004; and

WHEREAS, the approved Ranch Plan was not conditioned on the extension of SR-241; and

WHEREAS, F/ETCA failed to obtain necessary approvals for the southern extension of SR-241 from Oso Parkway to I-5. This route would have directly or indirectly impacted the San Mateo State Park and San Onofre State Beach (the “Green Alignment”). Additionally, a coalition of environmental interests and State agencies brought litigation to stop the Green Alignment. In 2016, TCA and those plaintiffs entered into a settlement under which TCA abandoned the Green Alignment and initiated evaluation of alternative alignments; and

WHEREAS, in 2017, F/ETCA commenced a South County Traffic Relief Effort (“SCTRE”), wherein it explored 23 alternatives to the SR-241 extension that would have gone through the San Mateo State Park and in close proximity to San Onofre State Beach (the “Green Alignment”). Alternatives encompassed within the SCTRE included two possible alignments (Alternatives 14 and 17 in the March 2020 SCTRE Project Scoping Summary and Alternatives Screening Report (“SCTRE Report”)), which alternatives (if implemented) would allow roadway encroachment through certain open space areas in San Clemente protected by Measure V, a 2007 City voter initiative, and developing areas set aside under habitat protection agreements and conservation easements.

WHEREAS, the City commissioned a traffic study using OCTA and County traffic models. The traffic study concluded that extension of the SR-241 could be addressed by other means; and

WHEREAS, in 2017, the City, The Reserve Maintenance Corporation and Capistrano Unified School District, brought a lawsuit, *City of San Clemente, et al. v. Foothill/Eastern Transportation Corridor Agency, et al.* Riverside Superior Court Case No. RIC1800232 (the “2017 Lawsuit”), challenging the implementation of Alternatives 14 and 17 as violating the Streets & Highways Code section 541, challenging the Protective Agreement between Caltrans and F/ETCA, which documented that no new major thoroughfare would be constructed through an area identified as the “Avoidance Area” in Exhibit C to the Protective Agreement (including the San Mateo watershed and the San Onofre State Beach), and challenging the F/ETCA’s actions under the Mitigation Fee Act (Cal. Gov’t Code, § 66000, et seq.). The County was also initially named in this lawsuit. The lawsuit also initially alleged causes of action against the County for violation of the California Environmental Quality Act when the County entered into certain Freeway and other agreements with Caltrans. The City’s lawsuit against the F/ETCA continues as of the Effective Date; and

WHEREAS, on June 14, 2017, RMV terminated F/ETCA’s option on the right-of-way for “F” Street, which became Los Patrones Parkway; and

WHEREAS, on December 17, 2017, the County and City agreed to settle the 2017 Lawsuit as between themselves (“2017 Settlement”). In the 2017 Settlement, the County made clear that certain agreements between the County and Caltrans and the County and F/ETCA did not permit the utilization of Los Patrones Parkway as a toll road. In addition, the County agreed to revise the General Plan Circulation Plan to show Los Patrones Parkway as Secondary Arterial. The County performed the actions required by the 2017 Settlement, including the addition of Los Patrones Parkway from Oso Parkway to Cow Camp Road to the Master Plan of Arterial Highways (“MPAH”). The City subsequently dismissed the County from the litigation; and

WHEREAS, the County completed improvements for Los Patrones Parkway from Oso Parkway to its current terminus at Cow Camp in October 2019, which was opened as a non-tolled County arterial; and

WHEREAS, in March 2020, F/ETCA ended the SCTRE, recommending that the County advance a non-tolled extension of Los Patrones Parkway as a County arterial from its current terminus to Avenida La Pata (i.e., the “LPPE”), and expressing support of (i) Caltrans’ and OCTA’s efforts to complete high occupancy vehicle (“HOV”) lane improvements on I-5 between Avenida Pico and the San Diego County Line and (ii) the Ortega Highway (State Route 74) widening in San Juan Capistrano from two (2) lanes to four (4) lanes; and

WHEREAS, F/ETCA confirmed its decision not to exercise the option conveyed to F/ETCA by the Ranch to acquire the right-of-way to develop the remainder of SR-241 as a tolled freeway; instead the Ranch dedicated, and the County accepted, the right-of-way necessary to develop the LPPE as a free (non-tolled) County arterial; and

WHEREAS, in 2020, the Ranch submitted an application to the County (“2020 Application”) for (1) an amendment to the Circulation Plan component of the County’s General Plan, Transportation Element (“Transportation Element”), and (2) that the amendment be submitted to OCTA to amend the MPAH; and

WHEREAS, the 2020 Application included addition of the “LPPE” - a proposed southern extension of Los Patrones Parkway from its current terminus at Cow Camp Road to Avenida La Pata. The Ranch also requested deletion of future Cristianitos Road, which was to extend from Cow Camp Road to the Green Alignment); and

WHEREAS, the majority of LPPE is proposed to be constructed on unincorporated land owned by the Ranch (through its affiliated entities) and the County; however, the southernmost segment (approximately 1,000 feet) of the LPPE would be developed on County land located within the City’s jurisdiction. That segment would connect to Avenida La Pata, requiring (1) an amendment to the Mobility and Complete Streets Element (i.e., the Centennial General Plan Mobility Element) of the City’s General Plan to reflect the LPPE, and (2) possible encroachment permits issued by the City; and

WHEREAS, in April 2020, the OCTA Board of Directors directed OCTA staff to 1) work with F/ETCA, the County, and all stakeholders to develop a plan for a non-tolled LPPE; 2) work with Caltrans and the City of San Juan Capistrano to advance funding for the final design for the

widening of Ortega Highway; and 3) work with Caltrans and the San Diego Association of Governments to advance the environmental process for I-5 HOV improvements; and

WHEREAS, on November 10, 2020, OCTA initiated the South County Multimodal Transportation Study to develop a comprehensive multimodal approach that can effectively address traffic growth and provide more travel choices for residents, commuters, and visitors while preserving the local sense of community. OCTA committed to providing South Orange County a consensus-driven, systemwide approach to all travel modes to maintain the quality of life and enhance the way people move; and

WHEREAS, in December 2020, the County, City and the Ranch, entered into a cooperative agreement to facilitate the County and City's reviews and approvals of the 2020 Request ("2020 Request Cooperative Agreement"), wherein the City agreed to advance a General Plan amendment and agreed not to challenge the County's addendum to Environmental Impact Report ("EIR") 584 and 589 supporting the LPPE ("LPPE Addendum") as approved by the Orange County Board of Supervisors on January 12, 2021, to meet expedited timelines to submit the LPPE for inclusion on the MPAH and to allow the County to apply for funding to advance the design and environmental review of LPPE; and

WHEREAS, the Parties have determined that design and development of the LPPE and will benefit the residents of the City and neighboring jurisdictions through continued cooperative efforts in lieu of SR-241 to develop a high quality, less costly, less damaging, and equally effective public transportation infrastructure to the region in the form of LPPE; and

WHEREAS, on January 12, 2021, the County Board of Supervisors amended the Orange County General Plan to add the LPPE to the transportation network, consistent with the recommendation the F/ETCA made in March 2020, and as a non-tolled County arterial from Cow Camp Road to Avenida La Pata; and

WHEREAS, on February 16, 2021, the City Council approved an amendment to the City General Plan to remove references to the Green Alignment and add LPPE to its roadway classifications to be consistent with the County's General Plan and the conditionally approved amendment to the OCTA MPAH; and

WHEREAS, on March 16, 2021, OCTA finalized the amendment to the MPAH to add LPPE as a primary arterial roadway, consistent with the County and City General Plans; and

WHEREAS, on February 19, 2021, Senator Patricia Bates introduced Senate Bill 760 ("SB 760") to amend California Streets and Highways Code section 541 to define the route for SR-241 as being from Oso Parkway east of the City of Mission Viejo to Route 91 in the City of Anaheim. SB 760 is supported by the City; and

WHEREAS, on February 19, 2021, Senator Bates also introduced Senate Bill 761 ("SB 761") to add Government Code section 65569, which in its current draft reads: "(a) Notwithstanding any other law, a joint powers agency acting pursuant to Section 66484.3, state agency, transportation joint powers authority, or regional transportation agency, or a successor

agency to any of those entities, shall not construct, fund, or operate, nor take property to construct, fund, or operate, a new major thoroughfare in the City of San Clemente in an area that is subject to a conservation easement or is protected as open space under a local initiative. (b) This section does not apply to State Route 5 and lands immediately adjacent to State Route 5 or the extension of Los Patrones Parkway as a non-tolled county arterial highway.” As of the Effective Date, SB 761 has been designated as a two-year bill and may be considered again in the 2022 State legislative session. SB 761 is supported by the City; and

WHEREAS, on April 6, 2021, the Parties convened to discuss solutions that would accomplish what proposed SB 760 and 761 set out to do without State intervention and to discuss solutions that would enable the Parties to work cooperatively moving forward to achieve south county mobility with the least cost and greatest benefit to public transportation while assuring the preservation of City open spaces; and

WHEREAS, to resolve disputes over SB 760 and SB 761 and to provide a roadmap for south county traffic relief moving forward, the Parties now wish to enter into a Cooperative Agreement.

NOW, THEREFORE, it is mutually understood and agreed by the Parties as follows:

AGREEMENT

1. COMPLETE AGREEMENT

This Agreement, including any attachments incorporated herein and made applicable by reference and the recitals above, constitutes the complete and exclusive statement of the term(s) and condition(s) approved by the Parties with respect to the subject matter hereof. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

2. SCOPE OF AGREEMENT

This Agreement specifies the intentions, duties, limitations, roles, and responsibilities of the Parties as they pertain to working cooperatively in the future on south county regional transportation solutions. The Parties agree that each will cooperate and coordinate with the others in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate the purposes thereof.

3. COUNTY OBLIGATIONS

- a. Agrees that the conclusion of the SCTRE resulted in three projects to be implemented to relieve south county traffic: (1) construction of LPPE as a non-tolled county primary arterial highway; (2) Caltrans’ and OCTA’s efforts to complete high occupancy vehicle (HOV) lane improvements on Interstate 5 between Avenida Pico and the San Diego County Line; and (3) the Ortega

Highway (State Route 74) widening in San Juan Capistrano from two (2) lanes four (4) lanes, subject to appropriate environmental review.

- b. Agrees that the County will not build, support, or authorize a new major thoroughfare in the City in an area that is subject to an approved conservation easement or is protected as open space under a local initiative. (See Exhibit A for an illustrative but not definitive depiction of conservation easement areas in the City.)
- c. Agree to participate in OCTA led system planning studies regarding future transportation solutions that are developed with consultation with stakeholders and public input.
- d. Continue to support, conduct design and environmental review of, and provide funding, if available, for the completion of the LPPE as a non-tolled county arterial to provide the necessary transportation connectivity and options consistent with the recommendations of SCTRE. County shall work cooperatively with the other parties to identify and establish County's financial commitments with respect to the LPPE.
- e. Reiterate its commitment, as set forth in the 2020 Request Cooperative Agreement, that because the LPPE will extend into the City, subject to the terms of the LPPE Addendum, the Project may require additional City approvals to construct LPPE-related improvements within the City's boundaries (e.g., at the intersection at Avenida La Pata).
- f. Monitor the performance of LPPE for consistency with County standards. If County standards are not met, advance consideration of potential remedies in collaboration with affected jurisdictions and OCTA.
- g. Agree to support the efforts of OCTA to complete the ongoing South Orange County Multimodal Transportation Study through a cooperative process which includes the Parties and use the results to guide future decisions related to south Orange County transportation solutions.
- h. If F/ETCA reinitiates planning efforts and/or studies relating to a southerly extension of the SR-241 and/or F/ETCA takes steps to design or construct a southerly extension of the SR-241, the parties, including the County Board member from the Fifth District, relevant OC Public Works staff, and County Counsel, will meet and confer in good faith to discuss whether F/ETCA's actions are in accord with this agreement and South County Mobility goals.

4. OCTA OBLIGATIONS

- a. Agrees that the conclusion of the SCTRE resulted in three projects to be implemented to relieve south county traffic: (1) construction of LPPE as a non-

tolled county primary arterial highway; (2) Caltrans' and OCTA's efforts to complete high occupancy vehicle (HOV) lane improvements on Interstate 5 between Avenida Pico and the San Diego County Line; and (3) the Ortega Highway (State Route 74) widening in San Juan Capistrano from two (2) lanes four (4) lanes, subject to appropriate environmental review.

- b. Agrees that OCTA will not build, support, or authorize a new major thoroughfare in the City in an area that is subject to a conservation easement or is protected as open space under a local initiative.
- c. Agrees that no new major thoroughfare in the City in an area that is subject to a conservation easement or protected as open space under a local initiative will be included in the OCTA LRTP or submitted for inclusion in the Southern California Association of Governments Regional Transportation Plan.
- d. Agrees to lead transportation system planning studies, as needed, regarding future transportation needs and solutions in south county that are developed with stakeholder consultation and public input.
- e. Agrees to support the efforts of the other parties to identify and establish a funding plan for LPPE.
- f. Agrees to complete the ongoing South Orange County Multimodal Transportation Study through a cooperative process which includes the Parties and use the results to guide future decisions related to south Orange County transportation solutions.
- g. If F/ETCA reinitiates planning efforts and/or studies relating to a southerly extension of the SR-241 and/or F/ETCA takes steps to design or construct a southerly extension of the SR-241, the parties, including the appropriate OCTA representatives, will meet and confer in good faith to discuss whether F/ETCA's actions are in accord with this agreement and South County Mobility goals.

5. CITY OBLIGATIONS

- a. Agree that the conclusion of the SCTRE resulted in three projects to be implemented to relieve south county traffic: (1) construction of LPPE as a non-tolled County primary arterial highway; (2) Caltrans' and OCTA's efforts to complete high occupancy vehicle (HOV) lane improvements on Interstate 5 between Avenida Pico and the San Diego County Line; and (3) the Ortega Highway (State Route 74) widening in San Juan Capistrano from two (2) lanes to four (4) lanes.
- b. Agree to request that Senator Bates withdraw SB 760 and SB 761, reserving its right to propose and support legislation in the future should F/ETA or Caltrans re-initiate studies, advancement, or development of a freeway in and/or through San Clemente.

- c. Continue to support LPPE, work with County and Ranch pursuant to the 2020 Request Cooperative Agreement between the County, Ranch, and City, and work cooperatively with County for funding and construction phases of LPPE so long as LPPE during all phases of the process remains a non-tolled county arterial that substantially conforms to the project described in the LPPE Addendum approved by the Board of Supervisors on January 12, 2021.
- d. Agree to support the efforts of OCTA to complete the ongoing South Orange County Multimodal Transportation Study through a cooperative process which includes the Parties and use the results to guide future decisions related to south Orange County transportation solutions.
- e. If F/ETCA reinitiates planning efforts and/or studies relating to a southerly extension of the SR-241 and/or F/ETCA takes steps to design or construct a southerly extension of the SR-241, the parties, including the City Manager and Public Works Director and other appropriate representatives, will meet and confer in good faith to discuss whether F/ETCA's actions are in accord with this agreement and South County Mobility goals.
- f. The City reaffirms its commitment as contained in the 2020 Request Cooperative Agreement (as defined herein) to advance a General Plan amendment and not challenge the LPPE Addendum as approved by the Board January 12, 2021. In furtherance of that commitment, the City agrees to meet and confer with the Fifth District Supervisor, relevant OC Public Works personnel, and County Counsel prior to voting to remove the LPPE from the City's General Plan.

6. MISCELLANEOUS

- a. The Parties will cooperate on a joint statement prior to the first Party taking this Agreement to their governing body. The Parties shall publicly distribute the joint statement, to the media and the public following approval by the last Party's governing body. No Party, without the prior written consent of the other Parties, may submit, issue, or make any statement, posting or comment (whether written, oral, or electronic), including but not limited to in any administrative or judicial tribunal or proceeding, to any person, organization, or agency, or on the internet, regarding this Agreement, that is inconsistent with or contradicts statements within the joint statement.
- b. Any amendments to this Agreement must be approved in writing by all Parties to this Agreement.
- c. Any notices, requests and demands made between the Parties pursuant to this Agreement shall be in writing and (i) delivered personally, or (ii) sent by certified mail, return receipt requested, or (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (iv) sent by e-mail followed by a mailed copy or with receipt confirmed by telephone, to the below addresses (or

to such other address as may from time to time be specified in writing by such Party) and shall be deemed delivered when actually received or when delivery is refused:

If to City: City of San Clemente
910 Calle Negocio,
San Clemente, California 92673
Attention: City Manager
Telephone: (949) 361-8341
Email: sundE@san-clemente.org

If to County: County of Orange, OC Public Works
601 N. Ross Street
Santa Ana, CA 92701
Attention: James Treadaway
Title: OC Public Works Director
Telephone: (714) 667-9700
Email: james.treadaway@ocpw.ocgov.com

AND

County of Orange, Office of County Counsel
333 W. Santa Ana Blvd. Ste. 407
Santa Ana, CA 92701
Attention: Nicole Walsh
Title: Senior Assistant County Counsel
Telephone: (714) 834-6257
Email: nicole.walsh@coco.ocgov.com

If to OCTA: Kia Mortazavi
Executive Director, Planning
Orange County Transportation Authority
550 South Main Street
Orange, CA 92863
Telephone: (714) 560-5741
Email: kmortazavi@octa.net

AND

James Donich
OCTA General Counsel
555 Anton Blvd, Suite 1200
Costa Mesa, CA 92626
714-415-1015
jdonich@wss-law.com

- d. No Party shall have the right to assign this Agreement without the express written approval of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns and legal representatives. A Party's failure to perform under any provision of this Agreement shall constitute a breach of contract subject to available remedies at law. Any waiver by any Party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision of this Agreement.
- e. It is not intended by any of the provisions of this Agreement to create any third-party beneficiary hereunder. The duties, obligations, and responsibilities of the Parties with respect to such third parties shall remain as imposed by law. This Agreement shall not be construed to create a contractual relationship of any kind between a Party and the employees, contractors, or consultants of any other Party.
- f. The invalidity or unenforceability of any portion or provision hereof shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- g. Each Party represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action of such Party's governing board, and the person executing this Agreement on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.
- h. The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.
- i. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same Agreement. Electronic signatures (e.g., DocuSign) will be permitted.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the Effective Date set forth above.

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

By:
Title:

ORANGE COUNTY TRANSPORTATION AUTHORITY

By:
Title:

CITY OF SAN CLEMENTE, a municipal corporation

By:
Title:

[SIGNATURE PAGE CONTINUES NEXT PAGE]

Approved as to Form and Content
Leon J. Page, County Counsel

Nicole Walsh Digitally signed by Nicole Walsh
DN: cn=Nicole Walsh, o=Office of County Counsel,
ou,email=nicole.walsh@coco.ocgov.com, c=US
Date: 2021.09.08 11:42:51 -07'00'

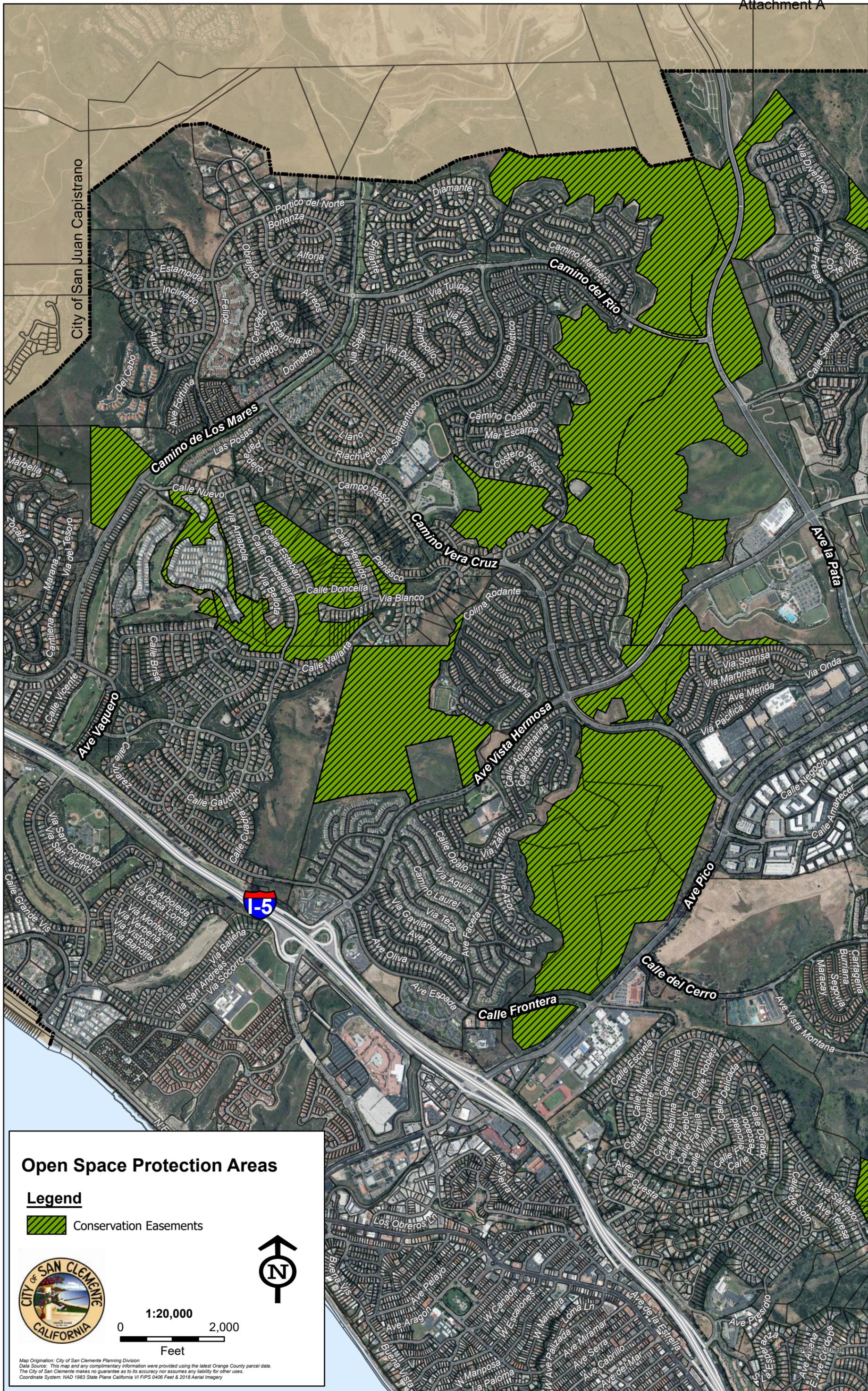
By: Nicole Walsh, Senior Assistant County Counsel

Approved as to Form and Content

By: Scott Smith, City Attorney

Approved as to Form and Content

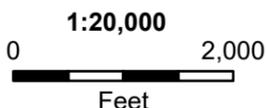
By: James Donich, Esq.



Open Space Protection Areas

Legend

 Conservation Easements



Map Origination: City of San Clemente Planning Division
 Data Source: This map and any complimentary information were provided using the latest Orange County parcel data.
 The City of San Clemente makes no guarantee as to its accuracy nor assumes any liability for other uses.
 Coordinate System: NAD 1983 State Plane California VI FIPS 0406 Feet & 2018 Aerial Imagery

CAPITOL OFFICE
STATE CAPITOL, ROOM 3063
SACRAMENTO, CA 95814
TEL (916) 651-4036
FAX (916) 651-4936

DISTRICT OFFICES
24031 EL TORO ROAD
SUITE 201A
LAGUNA HILLS, CA 92653
TEL (949) 598-5850
FAX (949) 598-5855

169 SAXONY ROAD
SUITE 103
ENCINITAS, CA 92024
TEL (760) 642-0809
FAX (760) 642-0814

SENATOR.BATES@SENATE.CA.GOV
WWW.SENATE.CA.GOV/BATES

California State Senate

SENATOR
PATRICIA C. BATES

THIRTY-SIXTH SENATE DISTRICT



Attachment B

COMMITTEES

APPROPRIATIONS
VICE CHAIR

ENVIRONMENTAL QUALITY
VICE CHAIR

HOUSING
VICE CHAIR

RULES
VICE CHAIR

TRANSPORTATION
VICE CHAIR

BUSINESS, PROFESSIONS AND
ECONOMIC DEVELOPMENT

INSURANCE

May 14, 2021

The Honorable Lisa Bartlett
Supervisor, Fifth District
County of Orange
333 W. Santa Ana Boulevard
Santa Ana, California 92701

Dear Supervisor Bartlett,

I appreciate your efforts in chairing a stakeholder group, with representatives of the County, OCTA, City of San Clemente, Rancho Mission Viejo, and the TCA, in working for a regional solution that truly reflects the long-range transportation plans for South Orange County.

This year, I introduced SB 760 to memorialize the decision of the OCTA, Caltrans, and the TCA to reject the plan to study a toll road extension of SR-241. Two weeks ago, the Senate Transportation Committee approved SB 760 with overwhelming bipartisan support. Like last year's SB 1373, which passed the Senate 24-6 and was scheduled for the Assembly Transportation Committee before COVID-19 limited time for hearings, SB 760 was moving towards bipartisan approval. However, I have always believed that this issue should be resolved by the regional parties, in a cooperative agreement that cannot be amended without the consent of all parties.

I am encouraged to hear that most of the stakeholders are working diligently to draft and approve a multi-party cooperative agreement in the next few months. Because of this progress to formally memorialize last year's decision, I asked the Senate Appropriations Committee to delay hearing SB 760, honoring an earlier request of TCA CEO Samuel Johnson. Because legislation can always be changed, but a multi-party agreement cannot without the consent of all signatories, the only way to guarantee that this issue is solved for the good of all would be through the cooperative agreement.

If I can be helpful in your discussions, please do not hesitate to contact me. In the meantime, I look forward to your updates.

Sincerely,

A handwritten signature in blue ink that reads "Patricia C. Bates".

PATRICIA C. BATES
Senator, 36th District



County Executive Office

Memorandum

RECEIVED

2021 SEP -9 PM 5: 30

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

September 9, 2021

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21


Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.09.09 17:06:41 -0700

S24D

The County Executive Office is requesting a Supplemental Agenda Staff Report for the September 14, 2021, Board Hearing.

Agency: OC Community Resources
Subject: Approve Contract with GetSetUp for Training and Technical Support Services for Bridging the Digital Divide for Older Adults Program
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this Supplemental item be placed on the September 14, 2021, Board agenda in order to quickly implement the Bridging the Digital Divide Program, which has an immediate need in the older adult community in Orange County. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:



Andrew Do, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE: 9/14/21

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: OC Community Resources

DEPARTMENT HEAD REVIEW: DocuSigned by: Dylan Wright
Dep: A89B1281E22F4B4... e

DEPARTMENT CONTACT PERSON(S): Dylan Wright (714) 480-2788
Renee Ramirez (714) 480-6483

RECEIVED
 2021 SEP -9 PM 5: 30
 CLERK OF THE BOARD
 ORANGE COUNTY
 BOARD OF SUPERVISORS

SUBJECT: Approve Contract with Getsetup, Inc., to Implement Bridging the Digital Divide for Older Adults Program

CEO CONCUR

Digitally signed by Frank Kim
DN: cn=Frank Kim, ou=County of Orange, ou=CEO,
email=frank.kim@ocgov.com, c=US
Date: 2021.09.09 17:06:19 -0700

CEO Signature

COUNTY COUNSEL REVIEW

Contract Approved as to Form

DocuSigned by: James Steinmann
4E7CEDAF8F9A427... ure

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

Budgeted: No **Current Year Cost:** \$2,454,800 **Annual Cost:** N/A

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

Current Fiscal Year Revenue: N/A

Funding Source: FED: 100% (American Rescue Plan Act Revenue Loss) **County Audit in last 3 years:** No

Prior Board Action: 08/24/2021 #S33D

RECOMMENDED ACTION(S)

1. Approve and authorize OC Community Resources Director or designee to execute a sole source contract with Getsetup, Inc. to provide training, ongoing technological client support and access to online platform subscription for term commencing upon Board of Supervisors approval through June 30, 2022, in an amount up to \$241,700, with the option to renew for three additional one-year terms, contingent upon availability of funding.
2. Approve and authorize OC Community Resources Director or designee to purchase up to 2,200 iPads, with data plans included, in the amount up to \$2,189,000.
3. Authorize OC Community Resources Director or designee to allocate \$24,100 for the Office on Aging administrative oversight of the technology support for older adults.

SUMMARY:

Approval of the contract with Getsetup, Inc. and the purchase of iPads will allow for the implementation of Bridging the Digital Divide for Older Adults Program, which aims to provide access to technology and training for Orange County older adults who are isolated due to the COVID-19 pandemic.

BACKGROUND INFORMATION:

OC Community Resources' Office on Aging (OCCR/OoA) is the designated Area Agency on Aging for Orange County by the California Department of Aging (CDA). OCCR/OoA serves as the lead advocate, systems planner and program administrator for services that promote safety and independence for older adults. Services include: adult day care, case management, in-home services, information and assistance, health promotion, legal assistance, nutrition services, transportation, family caregiver support services, ombudsman program services and elder abuse prevention. While each of these programs are unique in their scope, they all relied heavily on technology to engage older adults participating in their services during the COVID-19 pandemic.

On July 17, 2021, the Orange County Senior Citizen Advisory Council (SCAC) released a letter and report regarding technology needs for older adults in Orange County. The recommendations focused on the need to bridge the digital divide as a result of the pandemic and also supported goals outlined in California's Master Plan for Aging. Attachment A contains the SCAC letter and Attachment B contains an in-depth SCAC report that reflects glaring disparities regarding the digital divide amongst older adults.

On August 24, 2021, the Board of Supervisors (Board) directed OCCR/OoA to bring a contract to the Board for approval to develop and implement a program designed to bridge the digital divide. In response, staff have developed the Bridging the Digital Divide for Older Adults Program (BDD) that aligns with the Board's directive as well as the goals set forth in the State of California's Master Plan on Aging. The main objective of the BDD program is to address the glaring disparities present in the older adult community regarding technological access. Many older adults lack devices and internet access; devices can often be too expensive for those on limited incomes and internet connectivity packages often do not consider the needs and uses of this demographic. Furnishing older adults with loaner iPads with pre-paid data plans and providing them with access to personalized training will result in a tech-savvy older adult population with increased access to virtual services in Orange County.

To initiate the implementation of the BDD program, OCCR/OoA is requesting Board approval of sole source Contract MA-012-012-22010276 (Contract) with Getsetup, Inc. (Contractor). The Contractor's services are designed exclusively for older adults and provide an online platform that focuses on the enrichment of older adults by empowering them with the ability to easily access virtual platforms in areas of communication, socialization, program access, health and personal wellbeing. Several trainings are offered in the form of online classes led by live instructors that engage older adults with interactive sessions personalized to their needs. Trainings include, but are not limited to, iPad Basics, Alexa Routine Skills, Excel, Word, Google Docs trainings, various wellness classes and hobby-related courses. Some of these trainings are offered in other languages such as Spanish, Mandarin, Hindi, and Vietnamese with more languages being added. Over the past two years, the Contractor has helped older adults become more comfortable with technology so they can manage their own health and wellness, as well as explore their creative side and learn.

The Contractor offers a safe, social and interactive learning environment that has been specifically designed for older adults. Classes are taught by older adults and kept small to ensure everyone can actively participate. For many older adults, being able to order groceries online has been a lifeline during the

COVID-19 crisis. But for some, the process is still intimidating. They have had to rely on friends and relatives to make trips to the grocery store or race into their local market during the hours set aside for seniors to minimize the risk of exposure to the virus. The Contractor has taught thousands of older adults how to order their own groceries online. In addition, for many older adults, the COVID-19 vaccine rollout has been complicated and confusing. Seniors who have limited technology skills have had trouble navigating the various county and state websites, filling out forms and understanding the latest rules on who is eligible, where to go and how to sign up. The Contractor offers online information sessions over Zoom with state-by-state details on how to get vaccinated for COVID-19. Since Getsetup, Inc. offers various application trainings, seniors will successfully learn to navigate applications such as Zoom, which will make technological learning a progressive process. Over 20,000 older adults have already been helped so far. This added resource will be extremely helpful in Orange County as the third dose and potential boosters become available and are in high demand.

This Contractor has crafted its business model to cater to the needs of older adults in the field of technology. Its fundamental premise is to provide an online space where older adults can learn, connect and share in real time with others within the community. Instructors are seasoned, retired educators who have been retrained to teach essential tech services, apps and programs to older adults. Due to its singularity and distinctiveness in providing services exclusively for older adults, the Contractor is the recommended sole source vendor to administer these services. Additionally, the Contractor has been recognized as the recommended vendor by the CDA and by the California Association of Area Agencies on Aging. See Attachment C for the approved Sole Source Form.

OCCR/OoA will serve as the BDD administrator responsible for the purchasing and distribution/return of the iPads. Upon Contract execution with the Contractor and the initial purchase of the iPads, the BDD Program can begin assisting older adults, who are 60 years and older residing in Orange County. See Attachment E to reference the Contract Summary Form. It will encourage isolated and homebound older adult participation by providing them with equitable access to technology. Priority will be given to older adults who are socio-economically disadvantaged and do not have immediate access to computers, smart phones or the internet. To help alleviate this disparity, OCCR/OoA will be purchasing up to 2,200 iPads to administer the BDD Program.

The contract contains non-standard insurance and liability language which has been reviewed and approved by County Executive Office/Risk Management as referenced in Attachment F.

FINANCIAL IMPACT:

The proposed BDD Program is funded by the American Rescue Plan Act Revenue Loss Fund from the revenue replacement category for the provision of government services. Adjustment to reconcile related appropriations and revenue will be requested in the FY 2020-21 September Budget report.

Once the proposed Contract is implemented, it will include a provision stating the Contract is subject to, and contingent upon, applicable budgetary appropriations approved by the Board for each fiscal year during the term of the Contract. If such appropriations are not approved, this Contract may be immediately terminated without penalty to the County.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A - Senior Citizen Advisory Council Letter
- Attachment B - Senior Citizen Advisory Council Report
- Attachment C - Sole Source Form
- Attachment D - Contract with MA-012-22010276 Getsetup, Inc.
- Attachment E - Contract Summary Form
- Attachment F - Risk Management Form

Senior Citizens Advisory Council

1300 South Grand Avenue, Building B
 Santa Ana, CA 92705
 (714) 480-6450 ♦ (714) 567-5021 FAX
www.officeonaging.ocgov.com



July 27, 2021

Dear Chairman Do and Members of the Board,

As the advisory body to the Orange County Board of Supervisors on matters relating to our county's older adults, the Orange County Senior Citizens Advisory Council (SCAC) brings to you an immediate and pressing need of Orange County Senior Citizens; one which has been greatly magnified by the COVID-19 pandemic.

The "**Digital Divide**" experienced by Orange County senior citizens further increases the disparity in access to:

- healthcare information and services
- independent living
- mental stimulation
- socialization with family and friends for mental well-being
- nutritional support and services
- education and reporting of elder abuse

We have identified the following immediate needs, and are providing corresponding solutions for your consideration:

Need #1. – Access to Devices. Under the Connections, Health, Aging and Technology (**CHAT**) project, the California Department of Aging is leveraging Federal CARES Act dollars, to distribute at least 4,000 iPads with data plans and customized onboarding and technical support statewide to older adults in need. Only 300 iPads are slated to come to Orange County. This is not enough to meet the need. We request that the Board of Supervisors approve the purchase of a minimum 2200 additional iPads.

Need #2. – Training. Provide an online subscription, available to all Orange County senior citizens, to **Get Set Up** which is an online class educational site – classes for seniors taught by seniors. Mental stimulation is a proven deterrent to depression, and a delayer of cognitive decline. Class seat rates vary upon number purchased. 42,000 class seats purchased at \$2.35 per class seat is \$98,700 for the first year. We request that 42,000 to 50,000 classes be purchased for Orange County Senior Citizens. **Get Set Up** also provides the possibility for older adults to be employed as instructors.

Need #3. – Connectivity. Create a lasting **Orange County Emergency Broadband Benefit Program**, a replica of the Federal Emergency Broadband Benefit Program, to provide connectivity to Orange County Senior Citizens in need. The Federal program, which is only a six-month program, makes discounts available through the Federal Communications Commission’s \$3.2 billion Emergency Broadband Benefit Program. Orange County Senior Citizens need lasting connectivity, not just for six months.

Orange County senior citizens and their health, mental health, access to services, independent living, and quality of life are depending on the Board of Supervisors immediate action in taking these first three steps in bridging the Digital Divide. These actions are consistent with the California Master Plan on Aging.

Please see the attached report for supporting information.

We welcome your input and communication with us as we work together to serve the older adults of Orange County.

Sincerely,

Elaine Gennawey

Elaine Gennawey, Chair
Senior Citizens Advisory Council

SCAC Board

*Elaine Gennawey, Chair ♦ Gene Hernandez, Vice-Chair ♦ Elizabeth Busick, Secretary
♦ Phil Mandeville, Member-at-Large ♦ Dave Tetzlaff, Member-at-Large
♦ Cynthia Thacker, Member-at-Large ♦ John Pointer, Past Chair*

Senior Citizens Advisory Council

1300 South Grand Avenue, Building B
 Santa Ana, CA 92705
 (714) 480-6450 ♦ (714) 567-5021 FAX
www.officeonaging.ocgov.com



TO: Orange County Board of Supervisors

FROM: Orange County Senior Citizens Advisory Council (SCAC)

RE: Immediate Action - Technology Request for Orange County Senior Citizens

The Orange County Senior Citizens Advisory Council is charged with the responsibility of advising the Orange County Board of Supervisors and Office on Aging on matters affecting Senior Citizens in Orange County. The 40-member council is comprised of volunteer citizens, local elected officials, representatives of health care and supportive service provider organizations, persons with leadership experience, and the general public. (source: ocgov.com)

Orange County Senior Citizens are the only age group that is growing as a proportion of the population, while all other age groups are shrinking. The growth rate in Orange County is greater than the rest of the nation. It is anticipated that in the next 20 years, 1 in 4 Orange County residents will be age 65 or older. (source: 2019 American Communities Survey)

ACTION SUMMARY:

Even before Covid-19, the SCAC Executive Board was aware of the multitude of problems created by the **Senior Digital Divide** and looked towards technology for solutions. The SCAC Technology Committee was created to explore both the challenges facing seniors in the functioning of their daily lives, and the solutions to present to the Orange County Board of Supervisors.

Clearly, one of the solutions has to do with decreasing the **Senior Digital Divide** where seniors are divided into two groups - the haves and the have-nots.

To mitigate the challenges in order to decrease isolation, and increase access to services and information SCAC is requesting the Orange County Board of Supervisors take immediate action on these three items to:

1. **Provide technology for at least 2500 people.** The Connections, Health, Aging and Technology (CHAT) State project is providing Orange County Seniors with 300 iPad setups. We request that this program be available for at least 2200 more seniors. COVID-19 related Federal funding can be used towards the purchase and set-up of the iPads. Mental Health funding can also be accessed because of the strong correlation between

mental/emotional well-being and isolation prevention. 2500 is a low-end estimate derived as a percentage of the older adults that had to call the OC Health Care Agency for a Covid vaccination appointment instead of making an appointment online because they did not have access to technology. We also know that City staffs at City owned and operated Senior Centers reached out to their clients to assist with making vaccine appointments as well; this additional number is not available.

2. Purchase a **Get Set Up subscription** for all Orange County Seniors, a quantity of 42,000 to 50,000 seats. 42,000 class seats purchased at \$2.35 per class seat is \$98,700 for the first year. **Get Set Up** provides “how to use technology” classes in addition to 350 classes on a variety of topics including, health & wellness, aging in place, social connections, financial planning, communication, business & entrepreneurship, art, travel, and technology.

Engaging in learning reduces isolation, enhances cognitive health and overall well-being.

Learning how to use technology provides access to services, support, and necessary information. As cited in the Orange County Strategic Plan on Aging, health outcomes associated with telehealth include reduced mortality, improved quality of life, reduced hospital admissions, and better disease self-management skills.

3. Create an **Orange County Broadband Benefit Program**. Connectivity is key to access technology, services, and information. Barriers to connectivity increase the chasm created by the **Senior Digital Divide**. The 6 month Federal Emergency Broadband Benefit Program does not meet the continued need of Orange County Senior Citizens.

SCAC requests that action be taken on these above outlined items while one time COVID-19 funding is available, and supplement funding as necessary.

Why these action items so important to Orange County Senior Citizens:

The Need

One of the most important things facing seniors is isolation and loneliness. Seniors have always had the challenges that occur as they live alone and have significant losses including family, friends, illness, and hearing problems.

Unfortunately, this has been exacerbated during Covid-19. The very restrictions that protected them from physical problems set the stage for mental problems. According to a University of Michigan poll on healthy aging, 56% of older adults said they felt isolated in June 2020.

Quantifying the problem: According to Margaret Bredehoft, DrPH, Deputy Agency Director – Public Health Services, OC Health Care Agency, to date they have supported 6500 inbound calls looking for COVID vaccine support in terms of connection. Seniors who made this call did so because they did not have computer access.

Older adults are disproportionately excluded from communication technologies. Only 40% of older adults use smartphones, and that rate declines to 17% among adults age 80 plus.

Internet use is slightly higher, but more than a quarter of older adults lack access to the internet. A majority of older adults say they need help setting up digital devices. We know that more than 2 of every 5 Medicare beneficiaries who live in their homes do not have access to a laptop computer with a high-speed connection. More than a quarter also do not have a smartphone or other digital device that could fill the gap.

The disparity created by the **Senior Digital Divide** shines a bright light on the fact that a public health crisis becomes an information crisis for older adults.

Quality of the problem: The problem is serious. Loneliness can be as deadly as smoking or obesity, according to a Brigham Young University study. The serious and dangerous health issues include:

- Stress.
- depression
- Unhealthy habits such as smoking, drinking in excess, and neglecting exercise.
- Cognitive decline A study by the Rush Institute for Healthy Aging noted that the risk of Alzheimer's nearly doubled in lonely adults and mental decline was faster.
- Increased elder abuse
- Pessimism – isolated seniors tend to predict their lives getting worse.
- Lack of access to health care via tele-medicine.
- Suicide – The leading demographic for suicide is senior males.

SOLUTIONS

Connections, Health, Aging and Technology (CHAT) project:

The California Department of Aging (CDA) has been working collaboratively with workgroups of Area Agency on Aging (AAA) directors, the California Department of Technology, and other stakeholders on strategies to bridge the digital divide, and address social isolation for older Californians, people with disabilities and caregivers. This includes forming public/private partnerships to identify and leverage federal CARES Act funding. The CHAT project is to distribute at least 4,000 iPads with data plans and customized onboarding and technical support. To help seniors, research must be done on the cost/unit to ascertain the cost of increasing the CHAT iPads from 300 – thousands for Orange County. The purpose of the project is to mitigate loneliness and isolation for older adults, providing them with greater access to resources and information. We simply must do that for more than 300 seniors.

California is receiving 4,000 iPads and only 300 are coming to Orange County. This is not enough. SCAC strongly encourages the Board of Supervisors to investigate additional funding sources to continue increasing the numbers in the CHAT project and to provide financial support for this and other projects after the rescue money is gone. The estimated cost of each iPad device including data plan is \$995.00, for a total investment of \$2,189,000.00

GetSetup

GetSetup is a platform that will bridge the Senior Digital Divide by connecting Orange County's seniors with live, online lessons about frequently used tech programs and services, including mobile banking, telehealth options, online grocery, and prescription shopping & delivery, preparing for Medicare enrollment, using LinkedIn, finding online exercise classes and more.

All courses are taught in real-time, online by a GetSetup Instructor -- not just a recorded video -- and involve interactive "learn by doing" instruction for participants. GetSetup Instructors are seasoned, retired educators who have been retrained to teach essential tech services, apps, programs. To provide this service throughout Orange County to interested older adults, we recommend that 42,000 to 50,000 seats be provided to Orange County Seniors. 42,000 class seats purchased at \$2.35 per class seat is \$98,700 for the first year. For example, here is the Sacramento area AAA website that features Get Set Up free of charge: www.agencyonaging4.org

The Emergency Broadband Benefit Program:

This Federal program is an example of what is needed but, unfortunately, it is only a 6-month program. Broadband providers that service Southern California offer struggling households monthly discounts of up to \$50 on qualifying internet plans. The discounts are made possible through the Federal Communications Commission's \$3.2 billion Emergency Broadband Benefit Program. This program indicates the fact that the government understands the needs SCAC has identified, but it barely touches the surface of the need and does not meet the long-term goals of serving Orange County Seniors. It must not be considered the total solution. Here is what it will do.

Future Actions

Conduct a demographic study for Orange County that highlights "The Senior Digital Divide." The California State University Fullerton's Center for Demographic Research states that there is a need for more data in this area. Yet the use of and the lack of communication with a computer will not decrease soon.

Market the programs with a public service campaign, non-profit organizations, brochures in public utility statements.

Pursue a public/private partnership with broadband providers and/or tech non-profits targeting seniors to provide reduced cost tablets for the "missing middle" seniors that would not qualify for any programs or establish an interest free loan program.

BENEFITS

Taking action on SCAC's recommendations will greatly benefit Orange County Seniors and help them to live an active life with connections to family, friends, medical professionals. By connecting OC Seniors to technology, we establish OC as an age friendly place.

Benefits include:

- Decrease depression
 - Postpone the depression that often comes from isolation and loneliness.
 - Promote mental stimulation & entertainment
 - Strengthen relationships with family and friends
- Delay cognitive decline
 - Mental stimulation -watching videos, games, learning
- Promote physical health
 - Medical information

- Appointments with doctors (Tele-health)
- Physical fitness
- Communicating with doctors & pharmacy
- Monitoring medical conditions
- Prescription refills
- Safety
 - Calling for help
 - Elder Abuse Awareness Education
 - Well Checks
- Socialization
 - Learn new things & make new friends while doing so
 - Club and Organization newsletters and websites
- Convenience helps seniors be independent
 - Shopping for food & other items to be delivered
 - Online bill pay
 - Access to information

SCAC looks forward to working together with the Orange County Board of Supervisors in bringing these much -needed technology components to connect OC Seniors.

Connection brings hope!

SCAC Board

*Elaine Gennawey, Chair ♦ Gene Hernandez, Vice-Chair ♦ Elizabeth Busick, Secretary
♦ Phil Mandeville, Member-at-Large ♦ Dave Tetzlaff, Member-at-Large
♦ Cynthia Thacker, Member-at-Large ♦ John Pointer, Past Chair*



Sole Source Request Form Instruction Sheet

COUNTY POLICY ON SOLE SOURCE CONTRACTS:

It is the policy of the County of Orange to solicit competitive bids and proposals for its procurement requirements. Per the Contract Policy Manual, a sole source procurement shall not be used unless there is clear and convincing evidence that only one source exists to fulfill the County's requirements, CPM section 4.5. All sole source purchases requiring Board of Supervisors approval shall be justified as meeting the sole source standard in the Agenda Staff Report. The Agenda Staff Report shall clearly state that it is a sole source procurement. The Sole Source Justification, as described below, shall be attached within the Agenda Staff Report (CPM, Section 4.5)

SECTION I – INSTRUCTIONS FOR COMPLETING THE ATTACHED FORM

(To be completed by the department's end-user, Program Manager, or Subject Matter Expert)

1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.
2. A written justification will be prepared by the department and approved by the department head or designee.
3. Prior to execution of a contract, the County Procurement Officer or designee shall approve ALL sole source requests for commodities that exceed \$250,000 annually, services exceeding \$75,000 annually and all Board contracts despite the amount. Board approval is required for all sole source contracts for commodities that exceed \$250,000 annually and services exceeding \$75,000 annually or a two (2) year consecutive term, regardless of the contract amount. Any amendments to Board approved sole source contracts require a new sole source form.
4. If vendor is a retired, former Orange County employee, CEO Human Resource Services shall approve the sole source request, regardless of the sole source amount.
5. Valid sole source requests will contain strong technological and/or programmatic justifications. Requests will explain how it is a sole source purchase, provide a clear and convincing justification and detail the purchasing history (who, what, when, how and where).
6. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.
7. Sole source requests for Human Service contracts will be guided by the regulations of the funding source.
8. Each question in Section II of this form must be answered in detail and the form signed by the department head with concurrence of the Deputy Purchasing Agent.
9. All sole source request forms must be entered into the County's online bidding system along with its supporting documentation.
10. The Deputy Purchasing Agent (DPA) shall retain a copy of the justification/approval as part of the contract file.
11. Request for Solicitation Exemption (*For purchases with special circumstances, and/or when it is determined to be in the best interest of the County*) – check the Solicitation Exemption box and complete additional question no 8.



Sole Source Request Form

Sole Source BidSync #SS-012-22010276

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: OCCR / OCCS / Office on Aging		Date: August 27, 2021
Vendor Name: Getsetup, Inc.		Sole Source BidSync Number: SS-012-22010276
<p>Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.</p>		
Contract Term (Dates): Upon final County execution to June 30, 2022	Is Agreement Grant Funded? Yes Percent Funded: 100% Funding Source - American Rescue Plan Act (ARPA) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Proprietary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Contract Amount? \$241,700	Is this renewable? If yes, how many years? Yes, up to 4 years, if additional funding is available.	
Type of Request: <input checked="" type="checkbox"/> New <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase		
Renewal Year: FY 2022-2023	Did vendor provide a sole source affidavit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach	
Board Date: TBD	ASR Number: 21-000748	If not scheduled to go to the Board explain why? The contract will go to the Board for approval.
Does Contract include Non-Standard Language? If yes, explain in detail. No. The contract does not include non-standard language.		
Was Contract Approved by Risk Mgmt.? No. The contract includes standard County insurance requirements.		Was Contract Approved by County Counsel? Pending
Were any exceptions taken? If yes, explain in detail. No exceptions were taken.		
<input checked="" type="checkbox"/> 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.		
<input type="checkbox"/> Solicitation Exemption <i>(For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)</i>		



Sole Source Request Form

Sole Source Bidsync #SS-012-22010276

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.*

Contract will provide human services under the Bridging the Digital Divide for Older Adults program (BDD), funded by the American Rescue Plan Act.

- 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.*

Getsetup, Inc. will provide training and technological support to participants of the Bridging the Digital Divide for Older Adults program (BDD). Contract will include annual subscriptions to eligible participants for digital training with provider. The Board of Supervisors approved funding for this program on August 24, 2021, ASR #21-000716, Agenda Item #S33D.

- 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.

Getsetup, Inc. is the only company that provides technological training and assistance specifically targeted towards older adults. Technological training curriculum include classes like Zoom basics, Eat Smart-Live Strong, and Bingo-cize to name a few. The classes are taught live online by older adults (retired educators or experienced presenters) and can be taken using several platforms (e.g., laptop, smartphone, iPad/tablet, etc.)

Getsetup, Inc. also provides these services to the older adults of Sacramento County, Area Agency on Aging #4.



Sole Source Request Form

Sole Source Bidsync #SS-012-22010276

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.

Getsetup, Inc. is the sole vendor that offers the technological services catered towards the targeted service population. There were no price comparisons made with other companies.

Estimated price for services:

1. Program administration (including client enrollment, and ongoing tech support) / \$143,000 total
2. Subscription services (for 42,000 to 50,000 "seats" in training sessions) - \$2.35 per class seat / \$98,700 for the first year.

5. If the recommended vendor was not available, how would the County accomplish this particular task?

Attach additional sheet if necessary.

The Office on Aging (OoA) would have to offer the BDD program as a direct service. This means the OoA would be required to field numerous calls from the public to assist participants in this program. OoA may also have to partner with either OCIT or a temp agency in order to provide technical assistance to program participants. This would be a protracted process to implement a program that is much needed in the middle of a pandemic.

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

Through the normal County of Orange vetting process, Getsetup, Inc. informed us that they are in the process of changing its name from Walkabout, Inc. to Getsetup, Inc. The company has had no judgements or litigation on public record within the last 7 years.

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

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

8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption)

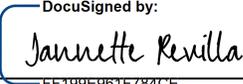
Attach additional sheet if necessary.



Sole Source Request Form

Sole Source Bidsync #SS-012-22010276

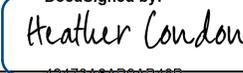
SECTION IV – AUTHOR/REQUESTOR

Signature:  DocuSigned by: FF199E961F784CE...	Print Name: Jannette Revilla	Date: 8/31/2021
--	---------------------------------	--------------------

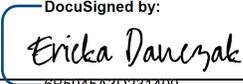
SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
------------	-------------	-------

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature:  DocuSigned by: 42473A6AB9AB48B...	Print Name: Heather Condon	Date: 8/31/2021
--	-------------------------------	--------------------

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature:  DocuSigned by: 6B5945A3D231409...	Print Name: Ericka Danczak	Date: 8/31/2021
--	-------------------------------	--------------------

SECTION VIII – COUNTY PROCUREMENT OFFICE

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

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:			
Comments:			
CPO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	CFO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		
CPO Authorized Signature:		CFO Authorized Signature:	
Date:		Date:	



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Release Bid Workflow

Name: Heather Condon
 Phone: 7145663059
 Email: heather.condon@occr.ocgov.com
 Status: Submitter Sep 1, 2021 8:35:03 AM PDT

Heather Condon
 Submitter

→

Jeff M Miller
 (for CPO SS Routing (Group))
 Approved

Bid Information

Bid Number:
[SS-012-22010276](#)

Bid Title:
 Sole Source - Office On Aging Bridging The Digital Divide Program

Status
 Status: Approved

[View Workflow History](#)

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Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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CONTRACT NO. MA-012-22010276

FOR THE PROVISION OF

AMERICAN RESCUE PLAN ACT OF 2021, H.R. 1319
BRIDGING THE DIGITAL DIVIDE FOR OLDER ADULTS PROGRAM SERVICES

BETWEEN

COUNTY OF ORANGE

AND

GETSETUP, INC.

CFDA#	FAIN#	PROGRAM/SERVICE TITLE	FUNDING AGENCY
21.027	SLFRP1607	AMERICAN RESCUE PLAN ACT of 2021, H.R. 1319	U.S. Department of Treasury

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ATTACHMENTS

- Attachment A - Scope of Work
- Attachment B - Payment/Compensation
- Attachment C - Budget Schedule
- Attachment D - Performance Standards
- Attachment E – Federal Award Identification

EXHIBITS

- 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 – OCCR Contract Reimbursement Policy

Contract No. MA-012-22010276
with
Getsetup, Inc.
For
American Rescue Plan Act of 2021, H.R. 1319
Bridging the Digital Divide For Older Adults Program Services

This Contract No. MA-012-22010276 for American Rescue Program Act – Bridging the Digital Divide for Older Adults Program 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 Getsetup, Inc., D-U-N-S No. 117471272, a state of Delaware for-profit corporation, with a place of business at 1042 Fort Union Boulevard, Suite 1101, Midvale UT 84047 (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 Work
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D - Performance Standards
Attachment E – 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 – OCCR Contract Reimbursement Policy

RECITALS

WHEREAS, Subrecipient and County are entering into this Contract for American Rescue Plan Act of 2021, H.R. 1319, Bridging the Digital Divide For Older Adults Program services under a fixed fee Contract; and

WHEREAS, on February 26, 2020, the County Health Officer declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a novel coronavirus (named “COVID-19”) in Orange County (the “COVID-19 Emergency”); and

WHEREAS, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County’s Health Officer; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, the COVID-19 pandemic and the necessary physical distancing measures implemented have impacted many people, especially seniors who have had to isolate at home; and

WHEREAS, on August 24, 2021, the Orange County Board of Supervisors allocated \$2,430,700 in American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Fund revenue loss dollars for the Bridging the Digital Divide For Older Adults Program in response to the COVID-19 pandemic; and

WHEREAS, Subrecipient agrees to provide American Rescue Plan Act of 2021 (ARPA), H.R. 1319 – Bridging the Digital Divide For Older Adults Program Services to the County as further set forth in the Scope of Work, 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 Schedule, attached hereto as Attachment C; and

WHEREAS, Subrecipient agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment D; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a American Rescue Plan Act of 2021, H.R. 1319 – Bridging the Digital Divide For Older Adults Program Services with the Subrecipient to carry out certain program services and activities for Fiscal Year 2021-22.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“Administrator” means the Executive Director, Orange County Office on Aging (“OoA” or “Office on Aging”), the designated Area Agency on Aging for Orange County, or designee thereof.

“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>.

“Information & Assistance (I&A)” means the function of the Office on Aging that refers older adults to appropriate service and assistance agencies in Orange County.

“Program Income” means revenue generated by the Subrecipient or the Subcontractor from contract-supported activities and may include voluntary contributions received from a participant or other party for services received, income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Contract, royalties received on patents and copyrights from contract-supported activities, or proceeds from the sale of goods created under American Rescue Plan Act of 2021, H.R. 1319 grant funds.

“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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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 Indemnitees 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, which shall not be unreasonably withheld. 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 90 days' written notice without cause, unless otherwise specified. Notwithstanding the foregoing, County shall pay Subrecipient for all Services and products that have been performed or provided according to the terms of this Contract. Cause shall be defined as any material breach of contract, 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 following written notice of default to Subrecipient that is not cured within thirty (30) days of such notice 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; and
- 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. 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. Subrecipient will be responsible for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a Form 1099 by the County.

N. Performance Warranty: Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work in accordance with the specifications agreed by the parties and Attachment A (SOW). 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:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$1,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty	\$100,000 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 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, 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. The County shall not unreasonably withhold its approval of Subrecipient's request to assign the Contract and County must articulate a commercially reasonable basis for denying any such request.

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. Contractor also agrees to comply with federal regulations promulgated to implement the American Rescue Plan Act as well as cooperate with the County's efforts to comply with the American Rescue Plan Act and regulations promulgated to implement the American Rescue Plan Act including the retention of records and expenditures and any audit requirements.

U. **Limitation on Liability**

NEITHER PARTY SHALL BE LIABLE FOR ANY INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH

DAMAGES IN ADVANCE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SUBRECIPIENT'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO COUNTY SHALL NOT EXCEED THREE TIMES THE AMOUNT ACTUALLY PAID BY COUNTY TO SUBRECIPIENT DURING THE PRIOR TWELVE MONTHS 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 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 and such audit will not occur more than once per year.

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.

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Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure American Rescue Plan Act of 2021, H.R. 1319 – Bridging the Digital Divide For Older Adults Program Services 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 upon final County execution and continue through June 30, 2022, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for three (3) additional one (1) year terms, if additional funding is available. 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 \$241,700, with individual Maximum Obligation budgets for each Fiscal Year as further detailed in the Budget Schedule, 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 Office on Aging. The Office on Aging 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 Office on Aging, 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 American Rescue Plan Act of 2021, H.R. 1319 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 Office on Aging. 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 Area Agencies on Aging 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 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 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.

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 in accordance with the requirements of this Contract.
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
Office on Aging
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:

Getsetup, Inc.
Paul Morillo, Director of SLED Partnerships
1042 Fort Union Boulevard, Ste 1101
Midvale, UT 84047

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 ARPA of 2021 (H.R. 1319);
 3. All project publicity shall include the following statement: "This project is funded through a grant from the ARPA of 2021 (H.R. 1319), as allocated by the Orange County Board of Supervisors and administered by the Office on Aging." 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.
- C. Subrecipient shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).

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 program income, or profits earned, and 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 D.

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 D as a result of a contingency cost increase. Administrator in its sole discretion may decrease units of service in Attachment D 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 OoA.
- 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 OoA, including if applicable, properly registering every client receiving services under this Contract, in compliance with the data reporting system required by the California Department of Aging.
- v. Data shall be collected by Subrecipient every time a service is delivered to a registered client. Data shall be reported to OoA monthly, or as designated by Administrator.
- vi. Subrecipient will also be required to submit to OoA 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 the OoA of the designated primary and one back-up staff member who will be responsible for “a” through “e” below. The Subrecipient must inform the OoA within 72 hours of any changes to this designation. New designee(s) will comply with systems training as designated by OoA.
 - 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 OoA, using an application required by OoA;
 - d. Distributing forms and reports to the responsible person and collecting completed forms; and
 - e. As required, completing all required OoA forms.
- ix. Computer Interface Capability: Subrecipient’s computer must meet the minimum hardware/software requirements specified by the vendor that is contracted with the OoA to provide the required reporting data, if required by Administrator. Subrecipient must also maintain computer hardware/software that is able to send and receive email and attachments from Administrator.
- x. 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 annually for each respective fiscal year shall be disbursed on or before December 30, and that any and all funds remaining as of December 30 annually, 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 of each fiscal year.

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

- A. Monthly Payments: Beginning October 1, 2021, 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. 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.
- 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, third, and fourth, months by an equal amount of any advance payment to recover any outstanding advance or part(s) thereof.

If Subrecipient expenditures for any program referenced in this Contract fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Contract, Subrecipient may be subject to a reduction in funding. 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 Schedule**: 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 Schedule:** 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, in accordance with Audit Requirements detailed in Attachment A and which by this reference is incorporated herein and made a part hereof as if fully set forth.

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, program income, 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.

Subrecipient shall register its organization/D-U-N-S Number at <https://www.SAM.gov> and ensure all D-U-N-S information is up to date and the D-U-N-S number status is "active," and in good standings prior to execution of this Contract.

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, D, and/or E 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, D, and/or E 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 Office on Aging 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:** Subrecipient shall comply with grievance procedures, as defined by the program's funding stream. Subrecipient shall advise participants of their right to file complaints and of the procedures for resolution of complaints. Subrecipient shall follow program's procedures for handling complaints which is available from the County's Project Manager for alleging a violation of regulations, grants or other agreements. Any decision of the County, the State or the Federal government relating to the complaint shall be binding on Subrecipient.

Subrecipient shall post the entire Notice of the Grievance Procedure Process in a location that is commonly visible for program participants on its website and at its service location(s).

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).
 - iv. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
 - v. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- 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. Elder abuse reporting. Subrecipient shall comply with all applicable requirements pertaining to the reporting of elder and dependent adult abuse, including Welfare and Institutions Code Section 15600 et. seq. Before permitting any of its employees, agents, officers, Subrecipients, subcontractors or volunteers to provide services supported by this Contract, Subrecipient shall deliver to them, and obtain their signatures on, the forms

described in Welfare and Institutions Code Section 15659, describing the responsibility to report elder and dependent adult abuse. Subrecipient shall retain the originals of all such signed forms.

G. 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.

H. 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.

I. 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.

J. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Subrecipient shall assure full compliance with 2 CFR 200.216. The Subrecipients is prohibited from the direct or indirect use of funds to:

- a) Procure or obtain,
- b) Enter into a contract to procure or obtain; or
- c) Extend or renew a contract to procure of obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889].

The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries, and affiliates.

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.

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.

***GETSETUP, INC.**

By: DocuSigned by:
Larry Sanford
F6369617C221435...

By: DocuSigned by:
Neil D'Souza
EF7346CAABF44BE...

Name: Larry Sanford

Name: Neil D'Souza

Title: VP, Operations

Title: CEO

Dated: 9/9/2021

Dated: 9/9/2021

*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: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL

By: DocuSigned by:
Patrick Brusio
8886A436D1274E8...
DEPUTY COUNTY COUNSEL

Dated: 9/8/2021

BRIDGING THE DIGITAL DIVIDE FOR OLDER ADULTS

Scope of Work

A. Background:

Bridging the Digital Divide For Older Adults (hereafter BDD) is a program approved by the County of Orange Board of Supervisors on August 24, 2021, upon the recommendation of the Senior Citizens Advisory Council (SCAC). The goal of the BDD program is to reduce isolation and increase access to virtual services for older adults in the County by providing them with assistance in setting up the devices distributed under the program, training, and a subscription to online education classes designed specifically for the target population. iPads will be provided, by the County, for individual use under the BDD program to help with accessing medical and mental health services, participating in virtual education classes and programs, and staying connected to family and friends.

The BDD program is expected to be in place upon County execution through June 30, 2022. Program extension will be communicated by the Office on Aging (OoA) to the subrecipient.

B. Funding:

Funding for the BDD program comes from the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds. There are no match requirements from Subrecipient under this funding source.

C. Participant Eligibility and Requirements:

The following persons are eligible to receive an iPad and assistance with initial setup:

1. Persons who are 60 and older, who reside in Orange County.
2. Priority will be given to the following individuals:
 - a) Individuals who have the greatest social need or have the greatest risk of social isolation.
 - b) Individuals who have the greatest economic need.
 - c) Individuals who have a disability.
 - i. *Disability* means, with respect to an individual:
 - A physical or mental impairment that substantially limits one or more of the major life activities of such individual;
 - A record of such an impairment; or
 - Being regarded as having such an impairment. [USC § 35.108]
 - ii. *Individual with a disability* means a person who has a disability. The term individual with a disability does not include an individual who is currently engaging in the illegal use of drugs, when the public entity acts on the basis of such use. [USC § 35.104]
 - d) Individuals with no other access to technological equipment, such as, computers (desktop or laptop), e-notebooks, tablets, etc.
 - e) Individuals with one or more risk factors for isolation such as living alone or living in a long-term care facility.

3. BDD participants must not have access to other technological devices, except for a smartphone. Technological devices include but are not limited to computers (desktop or laptop), e-notebooks, and tablets.
4. BDD participants are allowed one (1) device per household.
5. BDD participants shall self-certify eligibility for the program. Participants deemed ineligible after acceptance to the BDD program will immediately be disenrolled.
6. BDD participants may be required to complete a pre-assessment survey before receiving an iPad.
7. BDD participants may be required to complete a 6-month progress assessment survey while enrolled in the program.
8. BDD participants may be required to complete an exit survey upon leaving the program.

The following individuals are eligible to receive access to an annual online subscription, at no cost to the individual, with Subrecipient to sign up for online classes and group sessions:

1. Older adults age 60 years and over who reside in Orange County, and individuals with a disability as defined in Section C.2.(c), above.

D. Key Responsibilities – Office on Aging (OoA):

1. OoA shall collaborate with Subrecipient and provide overall program administration, reporting, and fiscal management.
2. OoA Information and Assistance Call Center will refer clients interested in the BDD device set up and training offered under the program to Subrecipient's call center or website.
3. OoA Information and Assistance Call Center will process and address all cross-referrals sent by Subrecipient for older adults who may be qualified to participate in other aging programs.
4. OoA shall provide technical assistance to Subrecipient as needed.
5. OoA shall communicate all necessary program updates and requirements to Subrecipient.

E. Key Responsibilities –Subrecipient:

1. County will provide Wi-Fi activated and data ready enabled iPads (including carrier activation) to each eligible participant. After which Subrecipient shall provide BDD services to all eligible participants who reside in the County of Orange. Services include but are not limited to the following:
 - a) Initial onboarding of iPads distributed to eligible participants
 - b) Ongoing classes as technical support for program participants

- c) Providing ongoing online training sessions via Orange County e-learning channel for interested program participants
 - d) Providing online training sessions for other older adults who reside in Orange County via Orange County e-learning channel.
2. The county shall provide subrecipient with qualified list of participants and contact information (phone and email). Subrecipient shall contact all participants who received an iPad under the BDD program to schedule a time to set up the device. Initial contact with BDD participants for device set up shall be made within 5 business days of the participant receiving their iPad and appointment scheduled at participants' earliest convenience.
 3. Subrecipient shall refer participants who are looking for other aging services to the Office on Aging Information and Assistance Call Center.
 4. Subrecipient shall track all BDD participants they assisted in setting up the iPads distributed under the program.
 5. Subrecipient shall be responsible for all contractual agreements between itself and other subcontractors (e.g., call centers, online instructors, etc.).
 6. Subrecipient shall provide complete and accurate records to OoA on a monthly basis.
 7. Subrecipient shall provide an annual subscription to Getsetup, Inc. online platform of classes and training for Orange County older adults age 60 years and over, regardless of their participation in the BDD iPad program.

F. Data Requirements:

1. Subrecipient shall report the following data to OoA:
 -
 - Number of participants who attended a training session/class
 - Number of BDD participants who received an iPad through the BDD program and attended a training session/class
2. Subrecipient shall submit the data to OoA at a time designated by the County.
3. For the purposes of program operations, Subrecipient shall collect the following demographic data elements from participants:
 - List of participant Names
 - Zip Code in aggregate
 - Gender breakdown in aggregate

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a fixed fee Contract between the County and the Subrecipient for up to: \$241,700 for the duration of the program (upon contract execution through June 30, 2022, or until funding is fully expended) 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. PAYMENT TERMS:

Invoices are to be submitted in arrears to the user agency/department. An invoice for the reimbursement of costs 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 rest 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. In the event cost is disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle. The Subrecipient will reimburse the County for disputed/disallowed monies identified after July 10, 2022 in one lump sum.

Program Invoice(s):

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th floor
Santa Ana, CA 92701

3. INVOICING INSTRUCTIONS:

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

- A. Subrecipient's name and address
- B. Subrecipient's remittance address (if different from 1 above)
- C. Subrecipient's Tax ID Number
- D. Name of County Agency Department
- E. County Contract Number
- F. Service date(s) – Month of Service
- G. Delivery Order (DO) / Subordinate Agreement Number
- H. Deliverables / Service description (in accordance with Attachment A)
- I. Subrecipient's Federal I. D. number
- J. Total

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.

4. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Upon written request and justification from Subrecipient, County may advance to Subrecipient a sum not to exceed one-eleventh (1/11th) of County's maximum obligation or an amount determined by County. It is the County's preference to limit cash advances to organizations that have not been awarded/allocated funds in the past fiscal year, and that may require start-up funds. Request for cash advances will be considered on a case-by-case basis and are not guaranteed. All cash advances are at the discretion of the County.
- B. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the fifteenth (15th) day of each month, showing the prior month's actual expenditures. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by Project Manager. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by Project Manager.

- C. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the close-out invoice.
- D. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- E. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 45 C.F.R. Part 92.22(b); 2 CFR 200.425.
- F. Whenever Subrecipient is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Subrecipient comes into compliance.

5. FULL COMPENSATION

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.

6. CLOSE-OUT DEADLINES

- A. The close-out invoice is due on July 15, 2022, without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for June or final program month invoices and will only be allowed at the County's discretion.
- C. Subrecipient must submit the final program month invoice estimates by May 31, 2022. Estimates must be projected based on anticipated actual expenditure.

7. THIRD-PARTY REVENUE

Subrecipient shall make every reasonable effort to obtain all available reimbursement from third parties (e.g., insurers), for which persons served hereunder may be eligible. All such third-party reimbursements received by Subrecipient shall be reported to County in the format required by County. The amount of such third-party reimbursements shall be deducted from County's maximum obligation hereunder.

8. INTEREST EARNED

- A. If Subrecipient earns interest on funds received pursuant to this Contract, that interest shall be identified as income to the program(s) for which this Contract provides and shall be used and expended only for said program(s). Subrecipient shall maintain in its files full documentation of such interest earnings and expenditures.

- B. If Subrecipient is a nonprofit, it shall maintain any advances of funds or contributions received under this Contract in interest-bearing accounts, unless “a” or “b” below apply:
 - i. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on the funds deposited pursuant to this Contract combined with other federal cash balances, if any, maintained by Subrecipient; or

 - ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Subrecipient expects to receive under this Contract.

BUDGET SCHEDULE**1. Fixed Fee Costs:**

Bridging the Digital Divide For Older Adults (BDD) Program Fixed Fee			
Cost Categories	Maximum number of Clients	Price per Client	Total
Number of BDD participants who received assistance in setting up their BDD device (iPad)	2,200	\$65.00	\$143,000
Orange County Subscription to online platform of classes (up to 42,000 seats) – one time flat payment upfront	N/A	N/A	\$98,700
Total			\$241,700

2. The above Cost Categories is an overview of the budget schedule approved by the Office on Aging. Subrecipient shall be responsible for and maintain the approved BDD costs. Any deviation from the Office on Aging approved BDD costs and budget, may and can delay reimbursements.

PERFORMANCE STANDARDS
UNITS OF SERVICE

AGENCY NAME: Getsetup, Inc.		PROGRAM PERIOD:	
PROGRAM NAME(S): Bridging the Digital Divide For Older Adults Program		September 2021 - June 30, 2022	
CONTRACT #: MA-012-22010276		DATE: XX/XX/XXXX	
PROGRAM SERVICE		SERVICE UNITS	
Total number of participants who received assistance in setting up their iPads			
Total number of participants contacted by Getsetup, Inc. to schedule assistance in setting up their iPads			
Total number of participants who attended and/or viewed a training session/class (both BDD and non-BDD participants)			
Total number of BDD only participants who attended and/or viewed a training session/class			

1. Federal Award Identification

- A. **Subrecipient Name:** Getsetup, Inc.
- B. **Subrecipient's Unique Identifier (DUNS):** 117471272
- C. **Federal Award Identification Number (FAIN):** SLFRP1607
- D. **Federal Award Date:** 2021
- E. **Subaward Period of Performance:** September 2021 to June 30, 2022
- F. **Total Amount of Federal Funds Obligated by the Action:** \$241,700

CFDA	FAIN	Award Date	Formula Funds	Amount
21.027	SLFRP1607	2021	ARP Act	\$241,700
TOTAL:				\$241,700

- G. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$241,700
- H. **Total Amount of the Federal Award:** \$ 241,700
- I. **Federal Award Project Description:** American Rescue Plan Act of 2021, H.R. 1319
- J. **Federal Awarding Agency:** U.S. Department of Treasury
- K. **Name of Pass Through Entity (PTE):** County of Orange and Office on Aging
- L. **Contact Information for the Awarding Official:** Ericka Danczak, Director (714) 480-6465, ericka.danczak@occr.ocgov.com
- M. **CFDA Number and Name:** CFDA Number 21.027; State and Local Recovery Funds
- N. **Whether Award is R&D:** No
- O. **Indirect Cost Rate for the Federal Award:** N/A

DRUG FREE WORKPLACE CERTIFICATION

Getsetup, Inc.

Company/Organization Name

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor 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 8355I 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 contractor or grant recipient to the above described certification.

Larry Sanford

Official's Name

9/9/2021

Date Executed

DocuSigned by:

Larry Sanford

Executed in the County of Napa

VP, operations

Contractor 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 contractor 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 contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Larry Sanford

Name

VP, Operations

Title

DocuSigned by:
Larry Sanford

9/9/2021

Authorized Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor 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 contractor 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 contractor 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 contractor 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 contractor 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 contractor 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 contractor or grant recipient in a covered transaction may rely upon a certification of a contractor 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 contractor 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 contractor 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 contractor 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.

Getsetup, Inc.

Grantee/Contractor Organization

Larry Sanford

Name

VP, Operations

Title

DocuSigned by:

Larry Sanford

F6569817C221435...

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 award 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 the 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

<p>1. Type of Federal Actions:</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Actions:</p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>b. material change</p> <p>For material change only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity Prime Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply): \$ Actual Planned</p>	<p>13. Type of Payment (check all that apply)</p> <p>a. retainer</p> <p>b. one-time free</p> <p>c. commission</p> <p>d. contingent fee</p> <p>e. deferred</p> <p>f. other specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>a. cash</p> <p>b. in-kind: specify:</p> <p>nature: _____</p> <p>value: _____</p>		
<p>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:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DocuSigned by:</p>		
<p>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.</p>	<p>Signature: <u>Larry Sanford</u> F6569817C221435...</p> <p>Print Name: Larry Sanford</p> <p>Title: VP, Operations (408) 427-1614</p> <p>Telephone No:</p> <p>Date: 9/9/2021</p>	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: January 17, 2020

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, Contractor 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: Getsetup,Inc.

Effective Date: Upon final execution by County

Contract #: MA-012-22010276

Documentation Status: **Abbreviated** **Comprehensive**

Program Authorization by:

Auditor Controller Authorization by:

Print Name

Print Name

Signed by: _____

Signed by: _____

Date: [Click here to enter text.](#)

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

Getsetup, Inc.

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

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

CONTRACT OPERATING EXPENSES

Getsetup, Inc.	
Cost Categories	Budgeted Costs
Subscription Services	\$98,700
Device Setup Services	\$143,000
Total	\$241,700

RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a Risk Assessment and determine Proper Insurance Requirements when developing an Agreement. ****Please attach Agreement and prior Risk Approval(s) if any****

Date: 9/2/2021

TO: RiskMgmtInsurance@ocgov.com

FROM: Heather Condon	OC Community Resources
County Employee (Contact for Questions)	County Department
Phone# (Including area code): 714-566-3059	

CONTRACT TYPE: Commodities Public Works Service Lease/License

A & E Other Human Services

Vendor Name: Getsetup, Inc.

Contract#/RFP#: MA-012-22010276

IFB: Yes No

Contract Amount: \$241,700

Insurance Type to be Reviewed for Waiver or Modification of Terms

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Commercial General Liability (CGL) | <input type="checkbox"/> Workers' Compensation (W/C) | <input type="checkbox"/> Property Insurance |
| <input type="checkbox"/> Commercial Auto Liability (AL) | <input type="checkbox"/> Employer's Liability | <input type="checkbox"/> Indemnification |
| <input type="checkbox"/> Professional Liab. (Errors & Omissions) | <input type="checkbox"/> Sexual Misconduct | <input checked="" type="checkbox"/> Limitation of Liab. |
| <input type="checkbox"/> Network Security & Privacy Liab. | <input type="checkbox"/> Technology Error & Omissions | |
| <input type="checkbox"/> Other _____ | | |

Request and Justification: Getsetup, Inc. will provide online classes to seniors in Orange County; and help up to 2.200

(Add another page if necessary)

seniors on how to use iPads. Getsetup has requested to reduce CGL aggregate amount to \$1,000,000. Also, please see Section U.

Limitation on Liability as proposed by Getsetup.

The purpose of the Bridging the Digital Divide program is to help seniors with accessing and using online technology.

To Be Completed By CEO/Risk Management

Approved

Denied

Approved as Modified

Comments: _____


Manager/CEO/Risk Management

9/08/2021
Date

Note: CEO Risk Mgmt. acts as an advisory to departments regarding Risk Assessment. Any changes to a contract requires formal modification.

RECEIVED



2021 SEP -2 PM 2: 23

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 3
September 14, 2021

MEMORANDUM

September 2, 2021

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

I am requesting a supplemental closed session on Tuesday, September 14, 2021, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL --
EXISTING LITIGATION Pursuant to Government Code Section
54956.9(d)(1).
Name of Case: *Scott Baker v. County of Orange*
WCAB Case Number: ADJ12256983; ADJ362033

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

A handwritten signature in cursive script that reads "Leon Page", positioned above a horizontal line.

LJP:jb

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



RECEIVED

2021 SEP -7 AM 11:42

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 4
September 14, 2021

MEMORANDUM

September 7, 2021

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

I am requesting a supplemental closed session on Tuesday, September 14, 2021, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL --
EXISTING LITIGATION Pursuant to Government Code Section
54956.9(d)(1).
Name of Case: *Donna Jefferson v. County of Orange*
WCAB Case Number: ADJ11364276

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:jb

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