

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 immediately prior to a Board meeting.*

January 10, 2023

PRESENTATION

Chairman Chaffee will be presenting a resolution recognizing Shari Freidenrich, Orange County Treasurer-Tax Collector, as President of the California Association of County Treasurers and Tax Collectors

Chairman Chaffee will be presenting a resolution declaring January 2023 as “Human Trafficking Prevention Month”

CONSENT

5. Continued to 1/24/23, 9:30 a.m.

DISCUSSION

16. Revised Title to read:
Social Services Agency - Approve contract MA-063-23010611 with Advance OC for OC Healthy Aging Assessment services, 1/10/23 – ~~12/31/23~~ 1/9/24 (\$750,000); renewable for one year; and authorize County Procurement Officer or Deputized designee to execute contract - All Districts (Continued from 12/20/22, Item 24)
19. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted by *Sheriff-Coroner and OC Community Resources, retroactive grant application/award submitted by OC Community Resources, and ratify grant application/award submitted by OC Community Resources* in 1/10/23 grant report and other actions as recommended; *adopt resolution authorizing OCCR Director or designee to execute agreement, submit all related documents and amendments under certain conditions with California Department of Water Resources for Laguna Niguel Regional Park irrigation infrastructure replacement and Mile Square Regional Park irrigation improvements; adopt resolution approving standard agreement AP-2223-22, Amendment 1 with California Department of Aging for Older Americans Act Programs, 7/1/22 – 6/30/24 (\$832,997); and authorizing OCCR Director or designee to execute amendment and related documents* - All Districts

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

Item: 16 and 19

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

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

S21A. **DELETED**

Chairman Chaffee – Orange County Planning Commission – Appoint John Koos, Brea, for term concurrent with 4th District Supervisor’s term of office

S21B. **Chairman Chaffee** – Orange County Veterans Advisory Council – Reappoint Alex Maslin, Trabuco Canyon, and appoint Michael Radigan, Newport Beach and Stephanie Wade, Seal Beach, for terms ending 1/9/2025; and appoint Steven Vargas, Brea, for term concurrent with 4th District Supervisor’s term of office

S21C. **Supervisor Foley** - Orange County Airport Commission – Appoint Susan Dvorak, Newport Beach, for term concurrent with 5th District Supervisor’s term of office

SCS1. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):

Name of Case: Pizzeria Ortica v. County of Orange, et al. (OCSC Case No. 30-2021-01178203); Darya Restaurant, Inc. v. County of Orange, et al. (OCSC Case No. 30-2021-01206315)

SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION - Pursuant to Government Code Section 54956.9(d)(4):

Number of Cases: One Case



Continuation or Deletion Request

Date: December 27, 2022
To: Clerk of the Board of Supervisors
From: James Treadaway, OC Public Works Director 
Re: ASR Control #: 22-000951, Meeting Date 1/10/23 Agenda Item No. # 5
Subject: Adopt Orange County Flood Control District Design Manual 2nd Edition

Request to continue Agenda Item No. # 5 to the 1/24/23 Board Meeting.

Comments:

Request deletion of Agenda Item No. # _____

Comments:



Revision to ASR and/or Attachments

Date: January 3, 2023
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: ^{AT} An Tran, Social Services Agency Director
Re: ASR Control #: 22-001113, Meeting Date 1/10/2023, Item No. # 16
Subject: Approve Contract for OC Healthy Aging Assessment Services

Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
 Date: 2023.01.04 13:14:24 -0800

2023 JAN -5 PM 12:14
 BOARD OF SUPERVISORS
 CLERK OF THE BOARD
 ORANGE COUNTY
 CALIFORNIA

Explanation:

The recommended action, background information, and Attachments A & C have been updated to reflect revised contract start and end dates.

Revised Recommended Action(s)

Authorize the County Procurement Officer or Deputized designee to execute Contract with Advance OC for OC Healthy Aging Assessment Services, effective January 10, 2023, through ~~December 31~~ January 9, 2024, in an amount not to exceed \$750,000, renewable for one additional one-year term upon Board of Supervisors approval.

Make modifications to the:

Subject Background Information Summary Financial Impact

The Social Services Agency (SSA) is requesting the Board of Supervisors' (Board) approval to execute the Contract with Advance OC for OC Healthy Aging Assessment Services (Assessment), for an amount not to exceed \$750,000, effective January 10, 2023, through ~~December 31~~ January 9, 2024, renewable for one additional one-year term.

See Attachment CD for information regarding subcontractors and Contract Summary Form.

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

Attachments A and C updated with revised contract start and end dates.



**CONTRACT
No. MA-063-23010611**

WITH

ADVANCE OC

FOR

**ORANGE COUNTY HEALTHY AGING ASSESSMENT
SERVICES**



**MA-063-23010611
WITH
Advance OC
FOR
Orange County Healthy Aging Assessment Services**

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**MA-063-23010611
WITH
Advance OC
FOR
Orange County Healthy Aging Assessment Services
SECTION I**

This Contract MA-063-23010611 (referred to as “Contract”) is made and entered into upon execution of all necessary signatures between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 500 N. State College Blvd., Suite 100, Orange CA 92868-1673 (referred to as “County”), and Advance OC, having its principal place of business at 17875 Von Karmen Avenue #100, Irvine, CA 92614 (referred to as “Contractor”) for OC Healthy Aging Assessment Services. County and Contractor may be individually referred to as “Party,” or collectively as “Parties.”

ATTACHMENTS

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

Attachment A – Scope of Work

Attachment B – Compensation/Payment Schedule

RECITALS

WHEREAS, County issued a Request for Proposals (RFP) for OC Healthy Aging Assessment Services; and

WHEREAS, Contractor responded and represented that is proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor agrees to provide services to the County as further set forth in Section III Attachment A - Scope of Work; and

WHEREAS, County desires to enter into a Contract for OC Healthy Aging Assessment Services; and

WHEREAS, Contractor agree to provide the OC Healthy Aging Assessment Services (referred to as “Services”) on the terms and conditions set forth hereinafter; and

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

WHEREAS, the County of Orange Board of Supervisors has authorized the County Procurement Officer or authorized Deputy to enter into a Contract with Contractor for obtaining said Services; and

WHEREAS, County and Contractor agree that this Contract is effective upon mutual agreement of both Parties and County of Orange Board of Supervisor’s approval; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. Scope of Contract

This Contract specifies the contractual terms and conditions by which the County will enter into a Contract for the Services with Contractor. The services to be provided are more fully set for in Section III (Scope of Work), attached hereto and incorporated by this reference as if fully set forth herein.

2. Term of Contract

The term of this Contract shall be for a one-year period from January 10, 2023 through January 9, 2024, unless otherwise terminated by the County. This Contract may be renewed thereafter for one additional



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WITH

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one-year term upon mutual agreement of both Parties. The County does not have to give a reason if it elects not to renew this Contract.

3. Compensation and Payment

Contractor agrees to provide the Services as set forth in Section III Attachment A - Scope of Work, at the fixed rates specified in Section IV Attachment B - Compensation/Payment Schedule. The total cost of this Contract shall not exceed \$750,000.



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SECTION II

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 (hereinafter referred to as "State"). In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to, installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on either of the parties. No exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in Paragraph "Z", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable State or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.



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- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County 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 Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, and shall, at its sole expense, obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit



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with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand, or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence



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Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made \$2,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

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

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state "**as required by written contract.**"
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees**, or provide blanket coverage, which will state "**as required by written contract.**"

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

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

If Contractor's Professional Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

Insurance certificates should be emailed to ssainsurancepro@ssa.ocgov.com.

Certificate Holder must state:

County of Orange
c/o: Social Services/Procurement Services
500 N. State College Blvd. 5th Floor
Orange, CA 92868



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

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

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

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

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike, or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist



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at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents, and employees.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to, those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph "Z" below, Contractor agrees that it shall defend, indemnify, and hold County and County indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- U. **Freight:** Intentionally Omitted.
- 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 has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents, and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees,



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Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

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

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

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

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

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

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods/services from Contractor, as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:
 - a. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach.
 - b. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the breach.
 - c. Terminate the Contract for cause immediately without penalty pursuant to Paragraph K, Termination.



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3. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
6. **Conditions Affecting Work:** Contractor is 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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. 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 during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.
7. **Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

For breach or violation of this warranty, County has the right to immediately terminate this Contract for cause in accordance with Paragraph K, Termination, and, at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.
8. **Contractor's Expense:** Contractor is responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in the County Civic Center.
9. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
10. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business



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days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract

11. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written consent from the County of Orange DPA.

Contractor and Contractor's subcontractor(s) also must comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

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

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

13. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
14. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
15. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
16. **County's Project Manager:** County's Project Manager, as specified in Paragraph 28, Notices, will act as liaison between County and Contractor during the term of this Contract.

County's Project Manager has the right, in its sole discretion, to require the removal and replacement of Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal of Contractor's Project Manager and Contractor personnel within three (3) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or Contractor personnel.

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



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County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

18. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
19. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by 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.
20. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor must:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace;
 2. The organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
 - a. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 1. Will receive a copy of the company's drug-free policy statement; and
 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

- b. Contractor has made false certification, or
 - c. Contractor violates the certification by failing to carry out the requirements as noted above.
21. **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 Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 1. Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to,



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or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

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

- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor must diligently proceed with the provision of services under this Contract. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this paragraph shall be construed as affecting County's right to terminate the Contract for cause or for convenience as provided in Paragraph K, Termination.

22. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in Attachment B shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.

23. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.



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24. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
25. **Firm Price Quotes:** Prices quoted herein shall be the firm terms of the Contract.
26. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of 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, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
27. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
28. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
29. **News/Information Release:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and written consent of said news media contact from County through County DPA. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from County.
30. **Notices:** Any and all notices, request, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall



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be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Advance OC
 Attn: Katie Kalvoda, Project Manager
 17875 Von Karmen Avenue #100
 Irvine, CA 92614
 Phone: (949) 415-6898
 Email: katie@advanceoc.com

County: County of Orange
 Social Services Agency
 Attn: Gail Araujo, Project Manager
 500 N. State College Blvd. 6th Floor
 Orange, CA 92868
 Phone: (714) 541-7810
 Email: gail.araujo@ssa.ocgov.com

cc: County of Orange
 Social Services Agency/Procurement Services
 Attn: Matthew Tran, County DPA
 500 N. State College Blvd, Suite 5050
 Orange, CA 92868
 Phone: 714-856-9269
 Email: Matthew.Tran@ssa.ocgov.com

31. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
32. **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.
33. **Price Increase/Decrease:** No price increases will be permitted during the initial term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) business days advance notice in writing is required to request such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit are not allowed.
34. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business



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days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

35. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
36. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.
37. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
38. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

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

39. **Security Requirements:** Upon request by County department, Contractor shall with the respect to all employees of Contractor performing services hereunder:
- a. Performance background checks as to past employment history, Contractor may not rely on any background security clearance performed by County during this term of this Contract.
 - b. Inquire as to past criminal felony convictions.
 - c. Ascertain that those employees who are required to drive in the course of performing services hereunder have a valid California driver's license and no DUI convictions within two (2) years prior to commencement of services hereunder.
 - d. (Secure Facilities Only) Within three (3) business days from County's request, provide name of employee who will be assigned to perform services under this Contract at a Secured Facility to the corresponding department Project Manager so the department can conduct a background investigation of the assigned employee (if applicable). While clearance may be denied for many reasons based on information obtained in a background investigation, an omission of false statement



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made by the employee, regardless of the nature or magnitude of the omission or false statement, may also be ground for denying clearance.

40. **Regional Cooperative Contract:** The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

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

41. **Termination – Orderly:** If County terminates this Contract, Contractor may submit to County a termination claim, if applicable, after receipt of the termination notice. Contractor's claim must be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. County agrees to pay Contractor for all services satisfactorily performed prior to the effective date of the termination that meet the requirements of the Contract according to the compensation provisions contained in this Contract; provided, however, that such compensation combined with previously paid compensation must not exceed the total compensation set forth in this Contract. Upon termination or other expiration of this Contract, each party must promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution and performance of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
42. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. Contractor agrees to supply services requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
43. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
44. **Waivers:** County reserves the right to waive at its discretion any irregularities or informalities which County deems correctable or otherwise not warranting rejection of a bid or proposal. Failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or options on any future occasion.



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SECTION III
ATTACHMENT A
SCOPE OF WORK**

Project Overview

In June 2019, Governor Gavin Newsom issued an executive order calling for the creation of a Master Plan for Aging (MPA) (Executive Order N-14-19). The Executive Order affirmed the priority of the health and well-being of older Californians and the need for policies that promote healthy aging. The MPA, released in January 2021, outlines five (5) goals:

Goal One: Housing for All Ages and Stages

- We will live where we choose as we age in communities that are age-, disability-, and dementia-friendly and climate- and disaster-ready.
- Target: Millions of New Housing Options to Age Well

Goal Two: Health Reimagined

- We will have access to the services we need to live at home in our communities and to optimize our health and quality of life.
- Target: Close the Equity Gap in and Increase Life Expectancy

Goal Three: Inclusion and Equity, Not Isolation

- We will have lifelong opportunities for work, volunteering, engagement, and leadership and will be protected from isolation, discrimination, abuse, neglect, and exploitation.
- Target: Keep Increasing Life Satisfaction as We Age

Goal Four: Caregiving That Works

- We will be prepared for and supported through the rewards and challenges of caring for aging loved ones.
- Target: One Million High-Quality Caregiving Jobs

Goal Five: Affording Aging

- We will have economic security for as long as we live.
- Target: Close the Equity Gap in and Increase Elder Economic Sufficiency

Along with the release of this executive order, a corresponding Local Playbook was created to further assist counties, communities, and private and philanthropic organizations in building environments that promote an age-friendly and disability-friendly California. It also includes a Data Dashboard on Aging to measure our progress.

In our ongoing efforts to ensure that we are meeting the five (5) goals and overall objectives of the MPA, the County of Orange (County) desires to conduct a comprehensive, countywide healthy aging assessment. The assessment will be used by the County to draft an Orange County Master Plan for Aging (OCMPA) that will serve to identify and prioritize the needs and factors affecting the health of our aging population, specifically those aged 60+, and consider input from their caregivers and partner agencies, and is targeted to be presented to the Orange County Board of Supervisors in 2023. This effort will require assessments of the existing programs and services currently offered to our 60+ population by all stakeholders, as determined by County, including, but not limited to, the following County departments:

- Orange County Community Resources



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- Social Services Agency
- Health Care Agency

The information gathered and evaluated through the comprehensive aging assessment will help the County understand the holistic needs of the aging population and provide each Department with a better understanding of the areas of greatest need, current barriers to accessing services, and more precisely identify gaps in services and inequities creating these gaps. Additionally, this effort will guide future coordination efforts and collaboration amongst the departments and outside stakeholders by providing complementary information to reduce duplication of effort.

Objective

The County is seeking to engage the professional services of a consultant team (“Contractor”) to provide the following:

- a. Development of a best practice model project plan.
- b. Development of survey instruments and facilitation guides.
- c. Administration of population and provider/contracted stakeholders informant surveys (mail/online, telephone, in-person and facilitation at community town halls/forums and focus groups).
- d. Data Collection: Collect all relevant data related to, but not limited to, the Five Goals of the MPA and any County programs or services for the senior population, including data collected by County providers or vendors and analysis of responses from informant surveys administered by Objective 3. above, combined with evaluation of existing data sources (both county internal sources as well as external community data sources), for use in creating a gap analysis of the core needs of the population.
- e. Data Analysis: Compile data collection from all sources, conduct the analysis, and synthesize results in a way that reveals gaps, program/service outcomes, and utilization.
- f. Development of a population needs assessment report referred to as OCMPA.
- g. Make recommendations based on findings to assist with local planning efforts.

The OCMPA will be the culmination of sound research and data analysis, a comprehensive needs assessment, and detailed step-by-step implementation plan. This plan will be utilized by the County executive staff to inform future strategic planning efforts; guide future grant making and program development; and support opportunities for meaningful engagement to improve the overall health of the older adult and aging population. The information may also guide service providers, community agencies, and policy makers on the specific needs of Orange County’s aging population and previously underserved communities.

Services

1. Task 1 - Project Plan

The Consultant shall develop and submit for County approval a Project Plan that includes, but is not limited to, a description of the tasks and deliverables to be completed, a detailed project schedule, identification of roles and responsibilities, project budget and assumptions, and any identified risks and mitigation strategies. It is the intent of the County to have a completed assessment with recommendations by Fall 2023. The Consultant shall create a project plan, achieving key tasks and milestones with this timeframe in mind.



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The Consultant shall also include a Stakeholder Engagement Plan which shall identify stakeholders and discuss the approach for engaging all stakeholders, both internal and external, including, but not limited to, addressing the development of survey instruments and facilitation guides, facilitation of community town halls/forums and focus group meetings, and data collection and analysis.

2. Task 2 - Survey Instruments and Facilitation Guides

The Contractor shall develop survey instruments and facilitation guides, and conduct surveys, as follows:

- a. Review existing County department data (demographic data, prior surveys, etc.) and secondary source data and utilize best practices and appropriate methods for survey development.
- b. Provide all services necessary to conduct a statistically valid public opinion polls/surveys that result in responses representative of the 60+ population throughout the County.
- c. Prepare survey questions for a series of surveys that are to be geographically coded or based on any other expert method that achieves this goal. At a minimum, the County recommends that survey questions be framed around the following areas:
 - i. Demographic/Socioeconomic information
 - ii. Available services in relation to the MPA goals
 - iii. Quality of life
- d. Develop, at minimum, three (3) survey instruments:
 - i. Client focused
 - ii. Caregiver focused (include both professional and family caregivers)
 - iii. Community leader/key informant interview
- e. Utilize a variety of survey tools, including, but not limited to, mailed and online surveys, telephone interviews, in-person data collection components, mobile devices, and comment cards to be submitted to key County facilities, or submitted via e-mail, direct mail, etc.
- f. Translate all survey, facilitation guides, and scripts into Spanish, Vietnamese, Korean, Farsi, Arabic, and Chinese. Additional languages may be included depending on preliminary research findings.
- g. Conduct surveys and focus groups in English, Spanish, Vietnamese, Korean, Farsi, Arabic, and Chinese. Additional languages may be included depending on preliminary research findings.
- h. Provide trained, experienced interviewers capable of conducting interviews and other data collection activities in identified languages above.
- i. Conduct research and work collaboratively with County staff and the OCMPA Committee on development and finalization of survey instruments, facilitation guides, presentations, and best practices to determine quality approaches and resources to be used for developing the OCMPA survey instruments and group facilitation guides. Research and collaborative work shall consider existing data projects by the local aging network to avoid duplication of efforts. The OCMPA Committee will, at minimum, include one (1) subject matter expert from each of the following: the Office on Aging, Social Services Agency, Health Care Agency, County Executive Office (CEO) Director of Performance Management and Policy, County Budget Office, and SSA Public Information Officer.
- j. Develop all group meeting facilitation guides.
- k. Lead focus groups as necessary for survey development/refinement.
- l. Work collaboratively with County staff and participate in meetings as necessary.



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All survey instruments and facilitation guides must be approved by County prior to conducting surveys and focus groups.

3. Task 3 - Administration of Population and Stakeholders Surveys

The Contractor shall provide all services necessary to conduct engagement sessions that result in unbiased responses representative of the region, draw policy development and strategy recommendations. It is expected that a variety of sessions will be held in different locations throughout the County.

The Contractor shall:

- a. Use a survey sample that is representative for the County of Orange demographics in accordance with the Census Bureau data for each of the demographic groups (male, female, gender non-conforming, or transgender individuals, race/ethnicity etc.) for the aging population. If needed, Contractor shall over sample some demographic categories to ensure proper representation.
- b. Administer the surveys to ensure a ninety-five (95%) percent confidence rating in the survey findings with a five (5) point plus or minus variance, taking into consideration the following factors:
 - i. Sample size within each of the defined geographic areas, and
 - ii. Random selection of respondents while ensuring that all demographics are proportionately represented.
- c. Develop reporting methodology to demonstrate actual results, coded to reflect different geographical areas (if deemed appropriate by expertise of Contractor) or other measures that achieves this goal.
- d. Prepare high-level reporting to be presented to the County and public.
- e. Design and conduct regional, county-wide and geographically focused community meetings and separate and distinct focus group meetings open to all members of the public. A minimum of two (2) engagement sessions within each defined geographic area must be held.
- f. Facilitate and capture feedback from community town halls/forums, faith-based group meetings, house meetings, etc.
- g. Design and conduct robust methodologies for providing notice for engagement sessions that allows for maximum attendance.
- h. Provide outreach material in Spanish, Vietnamese, Korean, Farsi, Arabic, and Chinese to the County for posting on the County's website and social media channels, as well as post in key County and outside stakeholders' facilities and social media channels.
- i. Identify participants who have not completed mailed or online surveys and attempt to conduct all necessary telephone interview surveys in the threshold languages identified in Task 2 in order to reach the necessary sample size for each identified language.
- j. Assist in outreach and promotion to ensure sufficient numbers of survey respondents.
- k. Train County staff and other identified staff and volunteers in survey administration and data collection methods (up to two training sessions may be required).
- l. Work collaboratively and participate in OCMPA committee meetings.

4. Task 4 - Data collection and analysis

The Contractor shall collaborate with County staff to determine and identify necessary data to be collected. The Contractor shall be responsible for tabulation of population, provider and key stakeholder



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data collected through mailed surveys, telephone surveys, online surveys, surveys administered in-person at facilitated group meetings and general community events, and other sources.

The Contractor shall:

- a. Evaluate and analyze all survey data collected and integration of County data and other secondary source data to determine key findings for drafting of OCMPA.
- b. Transcribe all data and take detailed notes gathered from community/focus group meetings to provide to the OCMPA Committee for review.
- c. Work with County staff to determine appropriate sample size and target for surveying aging population (60+), caretakers, and community leaders/key informants (in-person surveys, mailed and online surveys, and telephone interviews)
- d. Develop appropriate scripts and receive approval and translations from the County
- e. Provide training to individuals conducting interviews (as appropriate).
 - i. The Contractor shall have sufficiently trained, experienced interviewers to complete the data collection phase of the project.
- f. Provide basic cleaning, scanning, and editing of all data in preparation for reporting to the County's Board of Supervisors and staff. Survey responses included in final data tabulations should be legible, understandable, and translated into English where possible for purposes of aggregating for reporting.
- g. Review other relevant county-wide data sources to be used as a resource for the development of the final OCMPA.
- h. Provide detailed analysis and findings of any identified inconsistencies or gaps in available data or data collection methods.
- i. Provide a final report of recommendations based on the analysis and findings.
- j. Provide monthly progress updates to OCMPA Committee.
- k. Maintain confidentiality for all data and information collected and compiled.

Estimated Timeline

Contractor shall complete all the services and deliverables specified in this contract, in accordance with the estimated timeline below. County and Contractor may mutually agree to change the estimated timeline.

Key Activities	Roles & Responsibilities	Estimated Timeline	Deliverables
Project Launch	Kickoff Meeting with County, Stakeholders	By 1/6/2023	Scheduled Meeting
1. Landscape Analysis	Contractor will review research reports currently in existence, identify any voids or blind spots in data, determine best practices for comprehensive assessment Milestone: Present findings to County	By 1/16/23	PowerPoint Presentation
2. Project Discovery with County	Contractor shall meet with the County team, OCMPA Committee and other stakeholders to determine high impact		



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	targets for the assessment and take an inventory of data previously collected and measured.	By 1/16/23	
3. Develop Assessment Goals and Objectives with OCMPA Committee	Enumerate goals and objectives, prioritizing them to be in alignment with the Master Plan for Aging at the State level Milestone: Finalize goals for assessment	By 1/23/23	
4. Co-create Work Plan	Co-create a Work Plan that can leverage existing pipeline projects or events and building a cadence for regular communication touch points Milestone: Present a Final Work Plan	By 1/31/23	Final Work Plan
5. Conduct Stakeholder Interviews	Design the research protocols for stakeholder interviews, identify and cultivate a list of key stakeholders to engage.	By 2/15/23	Draft Protocols
	Coordinate and conduct these interviews, in language if necessary. Assemble, transcribe, analyze and collate findings for County Milestone: Complete Stakeholder Interviews. Preliminary Findings to	By 3/10/23	Preliminary Findings Report
6. Disseminate & Analyze Provider Survey	Design the research protocols for a provider survey, identify and cultivate a list of primary providers to engage.	By 2/24/23	Draft Protocols
	Disseminate the provider survey in RFP specified languages. Analyze and collate findings for County Launch Survey:	By 3/3/23	
	Launch Engagement Strategy Milestone: Complete Provider Survey. Preliminary Findings to County	By 3/3/23 By 4/7/23	Preliminary Findings Report
7. Disseminate and Analyze Community Survey	Design the research protocols for a community survey, identify and cultivate a list of primary CBOs to engage. Disseminate the community survey in RFP specified languages. Conduct aggressive outreach. Analyze and	By 3/24/23	Draft Protocols



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	collate findings for County Launch Survey: Launch Engagement Strategy: Milestone: Complete Community Survey. Preliminary Findings to County	By 4/28/23 By 4/28/23 By: 6/24/23	Preliminary Findings Report
8. Conduct Telephone Survey	Design the research protocols for a telephone survey, identify and cultivate a list of primary targeted communities of specific concern identified in the landscape analysis. Proctor the telephone surveys in RFP specified languages. Analyze and collate findings for County Launch Survey: Milestone: Complete Telephone Survey. Preliminary Findings to County	By 4/28/23 By 4/28/23 By 6/24/23	Draft Protocols and Facilitation Guides Preliminary Findings Report
9. Conduct Focus Groups	Design the research protocols for focus groups, identify and cultivate a list of primary content areas and participants in which to engage. Coordinate and facilitate focus group meetings in language. Assemble, transcribe, analyze and collate findings for County Launch Focus Groups: Milestone: Complete Focus Groups. Preliminary Findings to County	By 5/6/23 By 5/13/23 By 6/24/23	Draft Protocols and Facilitation Guides Preliminary Findings Report
10. Secondary Data Collection	Collect and synthesize secondary data from national, state and local sources to present insights at the census tract level for geolocation data intelligence. Create dashboards for agency and public use Milestone: Preliminary Findings to County	 By 7/28/23	Preliminary Findings Report
11. Collate & Draft Report	Prepare and finalize a draft of the final report, designed and formatted to be		



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	ready for print.		
	Milestone: Draft completed to County, Key Stakeholders	By 9/30/23	Draft Report

County’s Responsibilities

County staff will be responsible for the following:

- a. Form committee to review survey instrument tools and provide guidance throughout the outreach process.
- b. Work with Contractor to determine appropriate sample size and target for surveying County members (in-person surveys, mailed surveys, and telephone interviews).
- c. Provide Contractor with key zip codes that require targeted outreach.
- d. Identify and connect Contractor with key stakeholders to participate in provider/key informant focus groups.
- e. Conduct outreach to recruit survey participants (member, provider, community leaders/key informants), as needed.
- f. Identify community organizations to host town halls/forums/focus groups.
- g. Coordinate town halls/forums and focus group meetings etc.
- h. Conduct outreach in collaboration with community organizations and providers to encourage attendance at town halls/forums/focus group events.
- i. Identify community health fairs, community events, faith-based groups, etc. and provide an estimated number of attendees to solicit population feedback through in-person surveys. Completed surveys will be provided to VENDOR to analyze/tabulate.
- j. Provide incentives (if any) for completion of member surveys (for mailed, telephone and in-person completion), if practicable. The survey respondent will be awarded a maximum of one (1) incentive.

Deliverables

The Contractor shall deliver:

- a. A detailed project work plan as specified in Task 1.
- b. A monthly, interim (at end of data collection period), and final activity report providing a synopsis of work performed during the identified period of performance.
- c. Draft and final survey instruments and facilitation guides.
- d. Electronic and hard copy of draft and final versions of the recommendations as stated in Task 4 above.
- e. Electronic files and hard copy of all raw and aggregated survey data in a format identified by County.
- f. Presentation of report findings, analysis, potential timeline issues or risks/extensions needed for completion of deliverables to committee, and recommendations to the County.
- g. Contractor shall be responsible to provide the locations for the focus groups
- h. Contractor shall develop all materials relating to marketing, advertisement and communication/translations as needed.



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Performance Guaranties/Measures

This contract will be monitored to ensure the following:

- a. Activity reports are completed as specified, including, but not limited to:
 - i. Project milestones achieved.
 - ii. Number of surveys collected.
 - iii. Number of community resource and health fair events, etc., attended.
 - iv. Number of focus groups and community town halls/forums facilitated.
 - v. Challenges identified and actions taken to remediate and address challenges.
 - vi. Number of duplicated and unduplicated incentives provided, if applicable.
- b. Quality of all deliverable projects and final products.
- c. Timeliness of all deliverable projects and final products.

Applicability of all project deliverables and final products.



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SECTION IV
ATTACHMENT B**

COMPENSATION/PAYMENT SCHEDULE

This is a fixed fee Contract between County and Contractor for the Orange County Healthy Aging Assessment Services, and the “not to exceed amount” for the one-year term of this Contract is \$750,000.

A. COMPENSATION

Terms of Payment: Payment for all services shall be made to the Contractor within thirty (30) calendar days of receipt of a valid invoice in a format acceptable to the County. The invoice must first be verified and approved by the using agency/department and is subject to routine processing requirements of the County.

Payment in Arrears: Invoices are to be submitted in arrears for services rendered. Billing shall cover services not previously invoiced. Invoices are to be submitted to the user agency/department, to the “ship to” address, for verification and approvals.

Hourly Fees and Deliverables:

<u>TASK</u>	<u>DESCRIPTION</u>	<u>HOURLY RATE</u>	<u>Staffing Needs (Estimated hours)</u>	<u>NOT TO EXCEED</u>
1. Landscape Analysis	Contractor will review research reports currently in existence, identify any voids or blind spots in data, determine best practices for comprehensive assessment Milestone: Present findings County	\$250/ Hour	2 team members: Staff researcher + research assistant (40 estimated hours)	\$10,000
2. Project Discovery with County	Contractor shall meet with the County team, OCMPA Committee and other stakeholders to determine high impact targets for the assessment and take an inventory of data previously collected and measured.	\$250/ Hour	Various team members (approx. 5 team members) (20 estimated hours)	\$5,000
3. Develop Assessment Goals and Objectives with OCMPA Committee	Enumerate goals and objectives, prioritizing them to be in alignment with the Master Plan for Aging at the State level	\$250/ Hour	Various team members (approx. 5 team members) (20 estimated hours)	\$5,000
4. Co-create Work Plan	Co-create a Work Plan that can leverage existing pipeline projects or events and building a cadence for	\$250/ Hour	Various team members (approx. 5 team members) (20 estimated hours)	\$5,000



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	regular communication touch points			
5. Conduct Stakeholder Interviews	Design the research protocols for stakeholder interviews, identify and cultivate a list of key stakeholders to engage. Coordinate and conduct these interviews, in language if necessary. Assemble, transcribe, analyze and collate findings for OCMPA Committee	\$250/ Hour	4 team members: Project Manager, Lead Research Advisor, Facilitator (with language capacity), Note taker by Research Assistant (108 estimated hours)	\$27,000
6. Disseminate & Analyze Provider Survey	Design the research protocols for a provider survey, identify and cultivate a list of primary providers to engage. Disseminate the provider survey in RFP specified languages. Analyze and collate findings for OCMPA Committee	\$250/ Hour	6 Team Members: Project Manager, Lead Research Advisor, Lead Data Scientist, Research Analysts + Assistants (108 estimated hours)	\$27,000
7. Disseminate and Analyze Community Survey	Design the research protocols for a community survey, identify and cultivate a list of primary CBOs to engage. Disseminate the community survey in RFP specified languages. Conduct aggressive outreach. Analyze and collate findings for OCMPA Committee	\$250/ Hour	10 Team Members: Project Manager, Lead Research Advisor, Lead Data Scientist, Research Analysts + Assistants as well as Community Engagement Specialist with volunteers (800 estimated hours)	\$250,000
8. Conduct Telephone Survey	Design the research protocols for a telephone survey, identify and cultivate a list of primary targeted communities of specific concern identified in the landscape analysis. Proctor the telephone surveys in RFP specified languages. Analyze and collate findings for OCMPA Committee	\$250/ Hour	Various team members (10 team members) or outsourced to subcontractor: CSUF Center for Social Sciences (\$100,000). Cal State University Fullerton will help develop the appropriate survey protocols, determine sample size and targeted population profile. (380 estimated hours)	\$95,000



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9. Conduct Focus Groups	Design the research protocols for focus groups, identify and cultivate a list of primary content areas and participants in which to engage. Coordinate and facilitate focus group meetings in language. Assemble, transcribe, analyze, and collate findings for OCMPA Committee	\$250/ Hour	5 team members: Project Manager, Lead Research Advisor, Lead Data Scientists, Facilitator (with language capacity), Note taker by Research Assistant (300 estimated hours)	\$75,000
10. Secondary Data Collection	Collect and synthesize secondary data from national, state, and local sources to present insights at the census tract level for geolocation data intelligence. Create dashboards for agency and public use	\$250/ Hour	Various team members (approx. 5 - 10 team members) (400 estimated hours)	\$100,000
11. Collate & Draft Report	Prepare and finalize a draft of the final report, designed, and formatted to be ready for print.	\$250/ Hour	Various team members (approx. 5 team members) (200 estimated hours)	\$50,000
12. Misc Expenses				\$1,000
Subtotal Hourly Fees and Deliverables				\$650,000

SUBCONTRACTORS

NAME OF THE CONTRACTOR	BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED	AMOUNT
California State University, Fullerton or Similar research organization	Telephone Surveys	\$100,000
TOTAL SUBCONTRACTS		(1) x \$100,000

TOTAL HOURLY FEES, DELIVERABLES AND SUBCONTRACTORS

\$750,000

IN-KIND CONTRIBUTION *: Contractor shall offer the data science expertise of Katie Kalvoda and community engagement services of Sr Thuy Tran at no-cost to the County. These hours are estimated to be worth \$425,000 (\$350,000 for a full-time data scientist and \$75,000 for a part-time community engagement specialist). County will not be responsible for the cost of the in-kind services.

Name	Services	Estimated Number of Hours	Total Cost
Katie Kalvoda	Data science expertise	2,000	\$350,000



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Sr Thuy Tran	Community engagement services	750	\$75,000
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Invoice Submittal: Responsibility for providing an acceptable invoice rests with the Contractor.

An acceptable invoice format shall minimally include:

1. Contractor's name and address;
2. Invoice number and date;
3. Name of County agency/department ordering services/goods;
4. Description of services and date ordered;
5. Contract No. MA-063-23010611;
6. Total Invoice Amount;
7. Contractor's federal taxpayer's ID number, and
8. Contractor's remittance address (if different from line 1)

Contractor shall submit invoices for payment processing to the following address:

Social Services Agency/Procurement Services at ssaprocurementap@ssa.ocgov.com or mailed to
Attn: Processing Desk (MA)
500 N. State College Blvd., Suite 100
Orange, CA 92868-1673

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via EFT Authorization Form. To request a form, please contact the DPA.

B. ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.

SIGNATURE PAGE FOLLOWS-



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SECTION V**

SIGNATURE PAGE

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

ADVANCE OC*

By	Katie Kalvoda	By	Sr. Thuy Tran, CSJ
			
Title	President	Title	Secretary
	Corporate Officer		Corporate Officer
	12/21/2022 1:36:15 PM PST		12/23/2022 2:58:58 PM PST
	Date		Date

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

COUNTY OF ORANGE

a political subdivision of the State of California

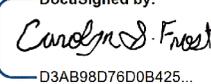
By _____

Print Name Title

Signature Date

**COUNTY OF ORANGE
COUNTY COUNSEL**

Approved as to Form:

By  Carolyn Frost 12/28/2022 | 10:52:54 AM PST

County Counsel Date



**CONTRACT
No. MA-063-23010611**

WITH

ADVANCE OC

FOR

**ORANGE COUNTY HEALTHY AGING ASSESSMENT
SERVICES**



**MA-063-23010611
WITH
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FOR
Orange County Healthy Aging Assessment Services**

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SECTION I**

This Contract MA-063-23010611 (referred to as "Contract") is made and entered into upon execution of all necessary signatures between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 500 N. State College Blvd., Suite 100, Orange CA 92868-1673 (referred to as "County"), and Advance OC, having its principal place of business at 17875 Von Karmen Avenue #100, Irvine, CA 92614 (referred to as "Contractor") for OC Healthy Aging Assessment Services. County and Contractor may be individually referred to as "Party," or collectively as "Parties."

ATTACHMENTS

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

Attachment A – Scope of Work
Attachment B – Compensation/Payment Schedule

RECITALS

WHEREAS, County issued a Request for Proposals (RFP) for OC Healthy Aging Assessment Services; and
WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and
WHEREAS, Contractor agrees to provide services to the County as further set forth in Section III Attachment A - Scope of Work; and
WHEREAS, County desires to enter into a Contract for OC Healthy Aging Assessment Services; and
WHEREAS, Contractor agree to provide the OC Healthy Aging Assessment Services (referred to as "Services") on the terms and conditions set forth hereinafter; and
WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Pricing, attached hereto as Section IV Attachment B; and
WHEREAS, the County of Orange Board of Supervisors has authorized the County Procurement Officer or authorized Deputy to enter into a Contract with Contractor for obtaining said Services; and
WHEREAS, County and Contractor agree that this Contract is effective upon mutual agreement of both Parties and County of Orange Board of Supervisor's approval; and
NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. Scope of Contract

This Contract specifies the contractual terms and conditions by which the County will enter into a Contract for the Services with Contractor. The services to be provided are more fully set for in Section III (Scope of Work), attached hereto and incorporated by this reference as if fully set forth herein.

2. Term of Contract

The term of this Contract shall be for a one-year period from January 10, 2023 through ~~December~~ January ~~31, 2024~~, unless otherwise terminated by the County. This Contract may be renewed thereafter for one



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additional one-year term upon mutual agreement of both Parties. The County does not have to give a reason if it elects not to renew this Contract.

3. Compensation and Payment

Contractor agrees to provide the Services as set forth in Section III Attachment A - Scope of Work, at the fixed rates specified in Section IV Attachment B - Compensation/Payment Schedule. The total cost of this Contract shall not exceed \$750,000.



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SECTION II**

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 (hereinafter referred to as "State"). In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to, installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on either of the parties. No exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in Paragraph "Z", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable State or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.



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- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County 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 Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, and shall, at its sole expense, obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit



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with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand, or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence



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Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made \$2,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

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

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **"as required by written contract."**
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees**, or provide blanket coverage, which will state **"as required by written contract."**

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

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

If Contractor's Professional Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

Insurance certificates should be emailed to ssainsurancepro@ssa.ocgov.com.

Certificate Holder must state:

County of Orange
c/o: Social Services/Procurement Services
500 N. State College Blvd. 5th Floor
Orange, CA 92868



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

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

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

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

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike, or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist



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at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents, and employees.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to, those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph "Z" below, Contractor agrees that it shall defend, indemnify, and hold County and County indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- U. **Freight:** Intentionally Omitted.
- 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 has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents, and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees,



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Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

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

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

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

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

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

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods/services from Contractor, as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:
 - a. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach.
 - b. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the breach.
 - c. Terminate the Contract for cause immediately without penalty pursuant to Paragraph K, Termination.



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3. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
6. **Conditions Affecting Work:** Contractor is 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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. 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 during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.
7. **Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

For breach or violation of this warranty, County has the right to immediately terminate this Contract for cause in accordance with Paragraph K, Termination, and, at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.
8. **Contractor's Expense:** Contractor is responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in the County Civic Center.
9. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
10. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall have the right to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business



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days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract

11. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written consent from the County of Orange DPA.

Contractor and Contractor's subcontractor(s) also must comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

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

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

13. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.

14. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.

15. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Local Small Business Preference requirements at the time this Contract is executed.

16. **County's Project Manager:** County's Project Manager, as specified in Paragraph 28, Notices, will act as liaison between County and Contractor during the term of this Contract.

County's Project Manager has the right, in its sole discretion, to require the removal and replacement of Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal of Contractor's Project Manager and Contractor personnel within three (3) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or Contractor personnel.

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



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County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

18. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
19. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by 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.
20. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor must:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
 - a. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - 1. Will receive a copy of the company's drug-free policy statement; and
 - 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

- b. Contractor has made false certification, or
 - c. Contractor violates the certification by failing to carry out the requirements as noted above.
21. **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 Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - 1. Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to,



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or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

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

- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor must diligently proceed with the provision of services under this Contract. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this paragraph shall be construed as affecting County's right to terminate the Contract for cause or for convenience as provided in Paragraph K, Termination.

22. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in Attachment B shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.

23. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.



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24. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
25. **Firm Price Quotes:** Prices quoted herein shall be the firm terms of the Contract.
26. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of 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, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
27. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
28. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
29. **News/Information Release:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and written consent of said news media contact from County through County DPA. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from County.
30. **Notices:** Any and all notices, request, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall



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be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Advance OC
Attn: Katie Kalvoda, Project Manager
17875 Von Karmen Avenue #100
Irvine, CA 92614
Phone: (949) 415-6898
Email: katie@advanceoc.com

County: County of Orange
Social Services Agency
Attn: Gail Araujo, Project Manager
500 N. State College Blvd. 6th Floor
Orange, CA 92868
Phone: (714) 541-7810
Email: gail.araujo@ssa.ocgov.com

cc: County of Orange
Social Services Agency/Procurement Services
Attn: Matthew Tran, County DPA
500 N. State College Blvd, Suite 5050
Orange, CA 92868
Phone: 714-856-9269
Email: Matthew.Tran@ssa.ocgov.com

31. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
32. **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.
33. **Price Increase/Decrease:** No price increases will be permitted during the initial term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) business days advance notice in writing is required to request such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit are not allowed.
34. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business



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days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

35. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
36. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.
37. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
38. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

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

39. **Security Requirements:** Upon request by County department, Contractor shall with the respect to all employees of Contractor performing services hereunder:
 - a. Performance background checks as to past employment history, Contractor may not rely on any background security clearance performed by County during this term of this Contract.
 - b. Inquire as to past criminal felony convictions.
 - c. Ascertain that those employees who are required to drive in the course of performing services hereunder have a valid California driver's license and no DUI convictions within two (2) years prior to commencement of services hereunder.
 - d. (Secure Facilities Only) Within three (3) business days from County's request, provide name of employee who will be assigned to perform services under this Contract at a Secured Facility to the corresponding department Project Manager so the department can conduct a background investigation of the assigned employee (if applicable). While clearance may be denied for many reasons based on information obtained in a background investigation, an omission of false statement



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made by the employee, regardless of the nature of magnitude of the omission or false statement, may also be ground for denying clearance.

40. **Regional Cooperative Contract:** The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

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

41. **Termination – Orderly:** If County terminates this Contract, Contractor may submit to County a termination claim, if applicable, after receipt of the termination notice. Contractor's claim must be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. County agrees to pay Contractor for all services satisfactorily performed prior to the effective date of the termination that meet the requirements of the Contract according to the compensation provisions contained in this Contract; provided, however, that such compensation combined with previously paid compensation must not exceed the total compensation set forth in this Contract. Upon termination or other expiration of this Contract, each party must promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution and performance of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
42. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. Contractor agrees to supply services requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
43. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
44. **Waivers:** County reserves the right to waive at its discretion any irregularities or informalities which County deems correctable or otherwise not warranting rejection of a bid or proposal. Failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or options on any future occasion.



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SECTION III
ATTACHMENT A
SCOPE OF WORK**

Project Overview

In June 2019, Governor Gavin Newsom issued an executive order calling for the creation of a Master Plan for Aging (MPA) (Executive Order N-14-19). The Executive Order affirmed the priority of the health and well-being of older Californians and the need for policies that promote healthy aging. The MPA, released in January 2021, outlines five (5) goals:

Goal One: Housing for All Ages and Stages

- We will live where we choose as we age in communities that are age-, disability-, and dementia-friendly and climate- and disaster-ready.
- Target: Millions of New Housing Options to Age Well

Goal Two: Health Reimagined

- We will have access to the services we need to live at home in our communities and to optimize our health and quality of life.
- Target: Close the Equity Gap in and Increase Life Expectancy

Goal Three: Inclusion and Equity, Not Isolation

- We will have lifelong opportunities for work, volunteering, engagement, and leadership and will be protected from isolation, discrimination, abuse, neglect, and exploitation.
- Target: Keep Increasing Life Satisfaction as We Age

Goal Four: Caregiving That Works

- We will be prepared for and supported through the rewards and challenges of caring for aging loved ones.
- Target: One Million High-Quality Caregiving Jobs

Goal Five: Affording Aging

- We will have economic security for as long as we live.
- Target: Close the Equity Gap in and Increase Elder Economic Sufficiency

Along with the release of this executive order, a corresponding Local Playbook was created to further assist counties, communities, and private and philanthropic organizations in building environments that promote an age-friendly and disability-friendly California. It also includes a Data Dashboard on Aging to measure our progress.

In our ongoing efforts to ensure that we are meeting the five (5) goals and overall objectives of the MPA, the County of Orange (County) desires to conduct a comprehensive, countywide healthy aging assessment. The assessment will be used by the County to draft an Orange County Master Plan for Aging (OCMPA) that will serve to identify and prioritize the needs and factors affecting the health of our aging population, specifically those aged 60+, and consider input from their caregivers and partner agencies, and is targeted to be presented to the Orange County Board of Supervisors in 2023. This effort will require assessments of the existing programs and services currently offered to our 60+ population by all stakeholders, as determined by County, including, but not limited to, the following County departments:

- Orange County Community Resources



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- Social Services Agency
- Health Care Agency

The information gathered and evaluated through the comprehensive aging assessment will help the County understand the holistic needs of the aging population and provide each Department with a better understanding of the areas of greatest need, current barriers to accessing services, and more precisely identify gaps in services and inequities creating these gaps. Additionally, this effort will guide future coordination efforts and collaboration amongst the departments and outside stakeholders by providing complementary information to reduce duplication of effort.

Objective

The County is seeking to engage the professional services of a consultant team ("Contractor") to provide the following:

- a. Development of a best practice model project plan.
- b. Development of survey instruments and facilitation guides.
- c. Administration of population and provider/contracted stakeholders informant surveys (mail/online, telephone, in-person and facilitation at community town halls/forums and focus groups).
- d. Data Collection: Collect all relevant data related to, but not limited to, the Five Goals of the MPA and any County programs or services for the senior population, including data collected by County providers or vendors and analysis of responses from informant surveys administered by Objective 3. above, combined with evaluation of existing data sources (both county internal sources as well as external community data sources), for use in creating a gap analysis of the core needs of the population.
- e. Data Analysis: Compile data collection from all sources, conduct the analysis, and synthesize results in a way that reveals gaps, program/service outcomes, and utilization.
- f. Development of a population needs assessment report referred to as OCMPA.
- g. Make recommendations based on findings to assist with local planning efforts.

The OCMPA will be the culmination of sound research and data analysis, a comprehensive needs assessment, and detailed step-by-step implementation plan. This plan will be utilized by the County executive staff to inform future strategic planning efforts; guide future grant making and program development; and support opportunities for meaningful engagement to improve the overall health of the older adult and aging population. The information may also guide service providers, community agencies, and policy makers on the specific needs of Orange County's aging population and previously underserved communities.

Services

1. Task 1 - Project Plan

The Consultant shall develop and submit for County approval a Project Plan that includes, but is not limited to, a description of the tasks and deliverables to be completed, a detailed project schedule, identification of roles and responsibilities, project budget and assumptions, and any identified risks and mitigation strategies. It is the intent of the County to have a completed assessment with recommendations by Fall 2023. The Consultant shall create a project plan, achieving key tasks and milestones with this timeframe in mind.



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The Consultant shall also include a Stakeholder Engagement Plan which shall identify stakeholders and discuss the approach for engaging all stakeholders, both internal and external, including, but not limited to, addressing the development of survey instruments and facilitation guides, facilitation of community town halls/forums and focus group meetings, and data collection and analysis.

2. Task 2 - Survey Instruments and Facilitation Guides

The Contractor shall develop survey instruments and facilitation guides, and conduct surveys, as follows:

- a. Review existing County department data (demographic data, prior surveys, etc.) and secondary source data and utilize best practices and appropriate methods for survey development.
- b. Provide all services necessary to conduct a statistically valid public opinion polls/surveys that result in responses representative of the 60+ population throughout the County.
- c. Prepare survey questions for a series of surveys that are to be geographically coded or based on any other expert method that achieves this goal. At a minimum, the County recommends that survey questions be framed around the following areas:
 - i. Demographic/Socioeconomic information
 - ii. Available services in relation to the MPA goals
 - iii. Quality of life
- d. Develop, at minimum, three (3) survey instruments:
 - i. Client focused
 - ii. Caregiver focused (include both professional and family caregivers)
 - iii. Community leader/key informant interview
- e. Utilize a variety of survey tools, including, but not limited to, mailed and online surveys, telephone interviews, in-person data collection components, mobile devices, and comment cards to be submitted to key County facilities, or submitted via e-mail, direct mail, etc.
- f. Translate all survey, facilitation guides, and scripts into Spanish, Vietnamese, Korean, Farsi, Arabic, and Chinese. Additional languages may be included depending on preliminary research findings.
- g. Conduct surveys and focus groups in English, Spanish, Vietnamese, Korean, Farsi, Arabic, and Chinese. Additional languages may be included depending on preliminary research findings.
- h. Provide trained, experienced interviewers capable of conducting interviews and other data collection activities in identified languages above.
- i. Conduct research and work collaboratively with County staff and the OCMPA Committee on development and finalization of survey instruments, facilitation guides, presentations, and best practices to determine quality approaches and resources to be used for developing the OCMPA survey instruments and group facilitation guides. Research and collaborative work shall consider existing data projects by the local aging network to avoid duplication of efforts. The OCMPA Committee will, at minimum, include one (1) subject matter expert from each of the following: the Office on Aging, Social Services Agency, Health Care Agency, County Executive Office (CEO) Director of Performance Management and Policy, County Budget Office, and SSA Public Information Officer.
- j. Develop all group meeting facilitation guides.
- k. Lead focus groups as necessary for survey development/refinement.
- l. Work collaboratively with County staff and participate in meetings as necessary.



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All survey instruments and facilitation guides must be approved by County prior to conducting surveys and focus groups.

3. Task 3 - Administration of Population and Stakeholders Surveys

The Contractor shall provide all services necessary to conduct engagement sessions that result in unbiased responses representative of the region, draw policy development and strategy recommendations. It is expected that a variety of sessions will be held in different locations throughout the County.

The Contractor shall:

- a. Use a survey sample that is representative for the County of Orange demographics in accordance with the Census Bureau data for each of the demographic groups (male, female, gender non-conforming, or transgender individuals, race/ethnicity etc.) for the aging population. If needed, Contractor shall over sample some demographic categories to ensure proper representation.
- b. Administer the surveys to ensure a ninety-five (95%) percent confidence rating in the survey findings with a five (5) point plus or minus variance, taking into consideration the following factors:
 - i. Sample size within each of the defined geographic areas, and
 - ii. Random selection of respondents while ensuring that all demographics are proportionately represented.
- c. Develop reporting methodology to demonstrate actual results, coded to reflect different geographical areas (if deemed appropriate by expertise of Contractor) or other measures that achieves this goal.
- d. Prepare high-level reporting to be presented to the County and public.
- e. Design and conduct regional, county-wide and geographically focused community meetings and separate and distinct focus group meetings open to all members of the public. A minimum of two (2) engagement sessions within each defined geographic area must be held.
- f. Facilitate and capture feedback from community town halls/forums, faith-based group meetings, house meetings, etc.
- g. Design and conduct robust methodologies for providing notice for engagement sessions that allows for maximum attendance.
- h. Provide outreach material in Spanish, Vietnamese, Korean, Farsi, Arabic, and Chinese to the County for posting on the County's website and social media channels, as well as post in key County and outside stakeholders' facilities and social media channels.
- i. Identify participants who have not completed mailed or online surveys and attempt to conduct all necessary telephone interview surveys in the threshold languages identified in Task 2 in order to reach the necessary sample size for each identified language.
- j. Assist in outreach and promotion to ensure sufficient numbers of survey respondents.
- k. Train County staff and other identified staff and volunteers in survey administration and data collection methods (up to two training sessions may be required).
- l. Work collaboratively and participate in OCMPA committee meetings.

4. Task 4 - Data collection and analysis

The Contractor shall collaborate with County staff to determine and identify necessary data to be collected. The Contractor shall be responsible for tabulation of population, provider and key stakeholder



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data collected through mailed surveys, telephone surveys, online surveys, surveys administered in-person at facilitated group meetings and general community events, and other sources.

The Contractor shall:

- a. Evaluate and analyze all survey data collected and integration of County data and other secondary source data to determine key findings for drafting of OCOMP.
- b. Transcribe all data and take detailed notes gathered from community/focus group meetings to provide to the OCOMP Committee for review.
- c. Work with County staff to determine appropriate sample size and target for surveying aging population (60+), caretakers, and community leaders/key informants (in-person surveys, mailed and online surveys, and telephone interviews)
- d. Develop appropriate scripts and receive approval and translations from the County
- e. Provide training to individuals conducting interviews (as appropriate).
 - i. The Contractor shall have sufficiently trained, experienced interviewers to complete the data collection phase of the project.
- f. Provide basic cleaning, scanning, and editing of all data in preparation for reporting to the County's Board of Supervisors and staff. Survey responses included in final data tabulations should be legible, understandable, and translated into English where possible for purposes of aggregating for reporting.
- g. Review other relevant county-wide data sources to be used as a resource for the development of the final OCOMP.
- h. Provide detailed analysis and findings of any identified inconsistencies or gaps in available data or data collection methods.
- i. Provide a final report of recommendations based on the analysis and findings.
- j. Provide monthly progress updates to OCOMP Committee.
- k. Maintain confidentiality for all data and information collected and compiled.

Estimated Timeline

Contractor shall complete all the services and deliverables specified in this contract, in accordance with the estimated timeline below. County and Contractor may mutually agree to change the estimated timeline.

Key Activities	Roles & Responsibilities	Estimated Timeline	Deliverables
Project Launch	Kickoff Meeting with County, Stakeholders	By 1/6/2023	Scheduled Meeting
1. Landscape Analysis	Contractor will review research reports currently in existence, identify any voids or blind spots in data, determine best practices for comprehensive assessment Milestone: Present findings to County	By 1/16/23	PowerPoint Presentation
2. Project Discovery with County	Contractor shall meet with the County team, OCOMP Committee and other stakeholders to determine high impact		



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	targets for the assessment and take an inventory of data previously collected and measured.	By 1/16/23	
3. Develop Assessment Goals and Objectives with OCOMP Committee	Enumerate goals and objectives, prioritizing them to be in alignment with the Master Plan for Aging at the State level Milestone: Finalize goals for assessment	By 1/23/23	
4. Co-create Work Plan	Co-create a Work Plan that can leverage existing pipeline projects or events and building a cadence for regular communication touch points Milestone: Present a Final Work Plan	By 1/31/23	Final Work Plan
5. Conduct Stakeholder Interviews	Design the research protocols for stakeholder interviews, identify and cultivate a list of key stakeholders to engage.	By 2/15/23	Draft Protocols
	Coordinate and conduct these interviews, in language if necessary. Assemble, transcribe, analyze and collate findings for County Milestone: Complete Stakeholder Interviews. Preliminary Findings to	By 3/10/23	Preliminary Findings Report
6. Disseminate & Analyze Provider Survey	Design the research protocols for a provider survey, identify and cultivate a list of primary providers to engage.	By 2/24/23	Draft Protocols
	Disseminate the provider survey in RFP specified languages. Analyze and collate findings for County Launch Survey: Launch Engagement Strategy	By 3/3/23	
	Milestone: Complete Provider Survey. Preliminary Findings to County	By 4/7/23	Preliminary Findings Report
7. Disseminate and Analyze Community Survey	Design the research protocols for a community survey, identify and cultivate a list of primary CBOs to engage.	By 3/24/23	Draft Protocols
	Disseminate the community survey in RFP specified languages. Conduct aggressive outreach. Analyze and		



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	collate findings for County Launch Survey: Launch Engagement Strategy: Milestone: Complete Community Survey. Preliminary Findings to County	By 4/28/23 By 4/28/23 By: 6/24/23	Preliminary Findings Report
8. Conduct Telephone Survey	Design the research protocols for a telephone survey, identify and cultivate a list of primary targeted communities of specific concern identified in the landscape analysis. Proctor the telephone surveys in RFP specified languages. Analyze and collate findings for County Launch Survey: Milestone: Complete Telephone Survey. Preliminary Findings to County	By 4/28/23 By 4/28/23 By 6/24/23	Draft Protocols and Facilitation Guides Preliminary Findings Report
9. Conduct Focus Groups	Design the research protocols for focus groups, identify and cultivate a list of primary content areas and participants in which to engage. Coordinate and facilitate focus group meetings in language. Assemble, transcribe, analyze and collate findings for County Launch Focus Groups: Milestone: Complete Focus Groups. Preliminary Findings to County	By 5/6/23 By 5/13/23 By 6/24/23	Draft Protocols and Facilitation Guides Preliminary Findings Report
10. Secondary Data Collection	Collect and synthesize secondary data from national, state and local sources to present insights at the census tract level for geolocation data intelligence. Create dashboards for agency and public use Milestone: Preliminary Findings to County	By 7/28/23	Preliminary Findings Report
11. Collate & Draft Report	Prepare and finalize a draft of the final report, designed and formatted to be		



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	ready for print.		
	Milestone: Draft completed to County, Key Stakeholders	By 9/30/23	Draft Report

County's Responsibilities

County staff will be responsible for the following:

- a. Form committee to review survey instrument tools and provide guidance throughout the outreach process.
- b. Work with Contractor to determine appropriate sample size and target for surveying County members (in-person surveys, mailed surveys, and telephone interviews).
- c. Provide Contractor with key zip codes that require targeted outreach.
- d. Identify and connect Contractor with key stakeholders to participate in provider/key informant focus groups.
- e. Conduct outreach to recruit survey participants (member, provider, community leaders/key informants), as needed.
- f. Identify community organizations to host town halls/forums/focus groups.
- g. Coordinate town halls/forums and focus group meetings etc.
- h. Conduct outreach in collaboration with community organizations and providers to encourage attendance at town halls/forums/focus group events.
- i. Identify community health fairs, community events, faith-based groups, etc. and provide an estimated number of attendees to solicit population feedback through in-person surveys. Completed surveys will be provided to VENDOR to analyze/tabulate.
- j. Provide incentives (if any) for completion of member surveys (for mailed, telephone and in-person completion), if practicable. The survey respondent will be awarded a maximum of one (1) incentive.

Deliverables

The Contractor shall deliver:

- a. A detailed project work plan as specified in Task 1.
- b. A monthly, interim (at end of data collection period), and final activity report providing a synopsis of work performed during the identified period of performance.
- c. Draft and final survey instruments and facilitation guides.
- d. Electronic and hard copy of draft and final versions of the recommendations as stated in Task 4 above.
- e. Electronic files and hard copy of all raw and aggregated survey data in a format identified by County.
- f. Presentation of report findings, analysis, potential timeline issues or risks/extensions needed for completion of deliverables to committee, and recommendations to the County.
- g. Contractor shall be responsible to provide the locations for the focus groups
- h. Contractor shall develop all materials relating to marketing, advertisement and communication/translations as needed.



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FOR
Orange County Healthy Aging Assessment Services**

Performance Guaranties/Measures

This contract will be monitored to ensure the following:

- a. Activity reports are completed as specified, including, but not limited to:
 - i. Project milestones achieved.
 - ii. Number of surveys collected.
 - iii. Number of community resource and health fair events, etc., attended.
 - iv. Number of focus groups and community town halls/forums facilitated.
 - v. Challenges identified and actions taken to remediate and address challenges.
 - vi. Number of duplicated and unduplicated incentives provided, if applicable.
- b. Quality of all deliverable projects and final products.
- c. Timeliness of all deliverable projects and final products.

Applicability of all project deliverables and final products.



MA-063-23010611
WITH
Advance OC
FOR
Orange County Healthy Aging Assessment Services
SECTION IV
ATTACHMENT B

COMPENSATION/PAYMENT SCHEDULE

This is a fixed fee Contract between County and Contractor for the Orange County Healthy Aging Assessment Services, and the "not to exceed amount" for the one-year term of this Contract is \$750,000.

A. COMPENSATION

Terms of Payment: Payment for all services shall be made to the Contractor within thirty (30) calendar days of receipt of a valid invoice in a format acceptable to the County. The invoice must first be verified and approved by the using agency/department and is subject to routine processing requirements of the County.

Payment in Arrears: Invoices are to be submitted in arrears for services rendered. Billing shall cover services not previously invoiced. Invoices are to be submitted to the user agency/department, to the "ship to" address, for verification and approvals.

Hourly Fees and Deliverables:

<u>TASK</u>	<u>DESCRIPTION</u>	<u>HOURLY RATE</u>	<u>Staffing Needs (Estimated hours)</u>	<u>NOT TO EXCEED</u>
1. Landscape Analysis	Contractor will review research reports currently in existence, identify any voids or blind spots in data, determine best practices for comprehensive assessment Milestone: Present findings County	\$250/ Hour	2 team members: Staff researcher + research assistant (40 estimated hours)	\$10,000
2. Project Discovery with County	Contractor shall meet with the County team, OCMPA Committee and other stakeholders to determine high impact targets for the assessment and take an inventory of data previously collected and measured.	\$250/ Hour	Various team members (approx. 5 team members) (20 estimated hours)	\$5,000
3. Develop Assessment Goals and Objectives with OCMPA Committee	Enumerate goals and objectives, prioritizing them to be in alignment with the Master Plan for Aging at the State level	\$250/ Hour	Various team members (approx. 5 team members) (20 estimated hours)	\$5,000
4. Co-create Work Plan	Co-create a Work Plan that can leverage existing pipeline projects or events and building a cadence for	\$250/ Hour	Various team members (approx. 5 team members) (20 estimated hours)	\$5,000

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**MA-063-23010611
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	regular communication touch points			
5. Conduct Stakeholder Interviews	Design the research protocols for stakeholder interviews, identify and cultivate a list of key stakeholders to engage. Coordinate and conduct these interviews, in language if necessary. Assemble, transcribe, analyze and collate findings for OCMPA Committee	\$250/ Hour	4 team members: Project Manager, Lead Research Advisor, Facilitator (with language capacity), Note taker by Research Assistant (108 estimated hours)	\$27,000
6. Disseminate & Analyze Provider Survey	Design the research protocols for a provider survey, identify and cultivate a list of primary providers to engage. Disseminate the provider survey in RFP specified languages. Analyze and collate findings for OCMPA Committee	\$250/ Hour	6 Team Members: Project Manager, Lead Research Advisor, Lead Data Scientist, Research Analysts + Assistants (108 estimated hours)	\$27,000
7. Disseminate and Analyze Community Survey	Design the research protocols for a community survey, identify and cultivate a list of primary CBOs to engage. Disseminate the community survey in RFP specified languages. Conduct aggressive outreach. Analyze and collate findings for OCMPA Committee	\$250/ Hour	10 Team Members: Project Manager, Lead Research Advisor, Lead Data Scientist, Research Analysts + Assistants as well as Community Engagement Specialist with volunteers (800 estimated hours)	\$250,000
8. Conduct Telephone Survey	Design the research protocols for a telephone survey, identify and cultivate a list of primary targeted communities of specific concern identified in the landscape analysis. Proctor the telephone surveys in RFP specified languages. Analyze and collate findings for OCMPA Committee	\$250/ Hour	Various team members (10 team members) or outsourced to subcontractor: CSUF Center for Social Sciences (\$100,000). Cal State University Fullerton will help develop the appropriate survey protocols, determine sample size and targeted population profile. (380 estimated hours)	\$95,000



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Orange County Healthy Aging Assessment Services

9. Conduct Focus Groups	Design the research protocols for focus groups, identify and cultivate a list of primary content areas and participants in which to engage. Coordinate and facilitate focus group meetings in language. Assemble, transcribe, analyze, and collate findings for OCOMP Committee	\$250/ Hour	5 team members: Project Manager, Lead Research Advisor, Lead Data Scientists, Facilitator (with language capacity), Note taker by Research Assistant (300 estimated hours)	\$75,000
10. Secondary Data Collection	Collect and synthesize secondary data from national, state, and local sources to present insights at the census tract level for geolocation data intelligence. Create dashboards for agency and public use	\$250/ Hour	Various team members (approx. 5 - 10 team members) (400 estimated hours)	\$100,000
11. Collate & Draft Report	Prepare and finalize a draft of the final report, designed, and formatted to be ready for print.	\$250/ Hour	Various team members (approx. 5 team members) (200 estimated hours)	\$50,000
12. Misc Expenses				\$1,000
Subtotal Hourly Fees and Deliverables				\$650,000

SUBCONTRACTORS

NAME OF THE CONTRACTOR	BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED	AMOUNT
California State University, Fullerton or Similar research organization	Telephone Surveys	\$100,000
	TOTAL SUBCONTRACTS	(1) x \$100,000

TOTAL HOURLY FEES, DELIVERABLES AND SUBCONTRACTORS \$750,000

IN-KIND CONTRIBUTION *: Contractor shall offer the data science expertise of Katie Kalvoda and community engagement services of Sr Thuy Tran at no-cost to the County. These hours are estimated to be worth \$425,000 (\$350,000 for a full-time data scientist and \$75,000 for a part-time community engagement specialist). County will not be responsible for the cost of the in-kind services.

Name	Services	Estimated Number of Hours	Total Cost
Katie Kalvoda	Data science expertise	2,000	\$350,000



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WITH

Advance OC

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Orange County Healthy Aging Assessment Services

Sr Thuy Tran	Community engagement services	750	\$75,000
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Invoice Submittal: Responsibility for providing an acceptable invoice rests with the Contractor.

An acceptable invoice format shall minimally include:

1. Contractor's name and address;
2. Invoice number and date;
3. Name of County agency/department ordering services/goods;
4. Description of services and date ordered;
5. Contract No. MA-063-23010611;
6. Total Invoice Amount;
7. Contractor's federal taxpayer's ID number, and
8. Contractor's remittance address (if different from line 1)

Contractor shall submit invoices for payment processing to the following address:

Social Services Agency/Procurement Services at ssaprocurementap@ssa.ocgov.com or mailed to
 Attn: Processing Desk (MA)
 500 N. State College Blvd., Suite 100
 Orange, CA 92868-1673

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via EFT Authorization Form. To request a form, please contact the DPA.

B. ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.

SIGNATURE PAGE FOLLOWS-



MA-063-23010611
WITH
Advance OC
FOR
Orange County Healthy Aging Assessment Services
SECTION V

SIGNATURE PAGE

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

ADVANCE OC*

By _____	By _____
Print Name	Print Name
_____	_____
Signature	Signature
Title _____	Title _____
Corporate Officer	Corporate Officer
_____	_____
Date	Date

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

COUNTY OF ORANGE
a political subdivision of the State of California

By _____	_____
Print Name	Title
_____	_____
Signature	Date

COUNTY OF ORANGE
COUNTY COUNSEL
Approved as to Form:

By _____	_____
Deputy County Counsel	Date

Contract Summary Form

Advance OC

SUMMARY OF SIGNIFICANT CHANGES

Not Applicable

SUBCONTRACTORS

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

This contract, due to the nature of the services, could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the provider/contractor must seek express consent from the department. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval. In the past (if there is information available), subcontractor(s) have/have not been used for this contract.

This contract includes the following subcontractors or pass through to other providers.

California State University, Fullerton or Similar research organization	Service(s) Telephone Surveys	Amount \$100,000
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CONTRACT OPERATING EXPENSES

Expense for the contract with Advance OC is in an amount not to exceed \$750,000 annually for the term January 10, 2023, to January 9, 2024.

This is a service-based contract and the amount shown above is a not-to-exceed amount. Pricing for subcontractor for Telephone Surveys.

Hourly Fees and Deliverables:

<u>TASK</u>	<u>DESCRIPTION</u>	<u>HOURLY RATE</u>	<u>Staffing Needs (Estimated hours)</u>	<u>NOT TO EXCEED</u>
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			protocols, determine sample size and targeted population profile. (380 estimated hours)	
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Contract Summary Form

Advance OC

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CONTRACT OPERATING EXPENSES

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Name	Services	Estimated Number of Hours	Total Cost
Katie Kalvoda	Data science expertise	2,000	\$350,000

Sr Thuy Tran	Community engagement services	750	\$75,000
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AGENDA STAFF REPORT

Agenda Item

19

ASR Control 22-001218

MEETING DATE: 01/10/23
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
 Julie Bechtol (714) 834-2009

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 – Sheriff Coroner – 2022 State Criminal Alien Assistance Program (SCAAP) – \$2,500,000
2.	Approve Grant Application and Adopt Resolution – OC Community Resources – Urban Community Drought Relief Funding – \$3,500,000
3.	Approve Retroactive Grant Award – OC Community Resources – Housing Choice Voucher Program – \$59,697
4.	Approve Ratified Grant Award – OC Community Resources – Sniptember Spay/Neuter Grant – \$142,094
5.	Approve Grant Award – OC Community Resources – Veterans Affairs Supportive Housing (VASH) Program – \$155,460
6.	Approve Grant Award and Adopt Resolution – OC Community Resources – Area Plan Program – \$832,997

7.	Approve Grant Award – OC Community Resources – Mainstream Voucher Program – \$1,060,700
8.	Receive and File Grants 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 - Urban Community Drought Resolution
- Attachment B - Area Plan Program Resolution



Grants Report

DRAFT

County Executive Office/Legislative Affairs

January 10, 2023
Item No: 19

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 January 10, 2023, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

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

ACTION ITEMS:

1. Approve Grant Application – Sheriff Coroner – 2022 State Criminal Alien Assistance Program (SCAAP) – \$2,500,000
2. Approve Grant Application and Adopt Resolution – OC Community Resources – Urban Community Drought Relief Funding – \$3,500,000
3. Approve Retroactive Grant Award – OC Community Resources – Housing Choice Voucher Program – \$59,697
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5. Approve Grant Award – OC Community Resources – Veterans Affairs Supportive Housing (VASH) Program – \$155,460
6. Approve Grant Award and Adopt Resolution – OC Community Resources – Area Plan Program – \$832,997
7. Approve Grant Award – OC Community Resources – Mainstream Voucher Program – \$1,060,700
8. 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 Julie Bechtol at 714-834-2009.



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

GRANT APPLICATION / **GRANT AWARD**

Today's Date:	January 3, 2023		
Requesting Agency/Department:	Sheriff-Coroner Department		
Grant Name and Project Title:	2022 State Criminal Alien 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>	Bureau of Justice Assistance/Office of Justice Systems/U.S. Department of Justice		
Application Amount Requested:	Approximately \$2.5 million (Formula Grant)		
Application Due Date:	January 30, 2023		
Board Date when Board Approved this Application:			
Awarded Funding Amount:			
Notification Date of Funding 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:	Fiscal Year Revenue is received	Amount Received	
	FY 2019-20	\$ 4,975,363	
	FY 2022-23	\$2,011,581	
	FY 2022-23	\$2,501,786	
<small>*See explanation under "Purpose of Grant Funds" section.</small>			
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 Program		
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>			
Will the grant/program create new part or full-time positions?			
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.		
<p>The Office of Justice Systems/U.S. Department of Justice (DOJ), administered through the Bureau of Justice Assistance (BJA), offers the State Criminal Alien Assistance Program (SCAAP) Grant offering payment to eligible states and units of local government that incur certain types of costs due to incarceration of undocumented criminal aliens during a particular 12-month reporting period. When available, the Sheriff-Coroner Department (Sheriff) applies for SCAAP Grant funding. See Recurring Grant section above for the amounts received in the past.</p> <p>Awards are based on the number of inmates who have served at least four consecutive days and the availability of federal funding each year. The 2022 SCAAP application includes actual data that is two years in arrears therefore the actual data submitted is for inmate days served during FY 2020-21. The amount of revenue the Sheriff will receive in FY 2022-23 is \$4,513,367 which includes the 2020 SCAAP award of \$2,011,581 for FY 2018-19 services, and the requested 2021 SCAAP award of \$2,501,786 for FY 2019-20 services. The Board retroactively accepted the 2020 SCAAP award on August</p>			



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

9, 2022 of \$2,011,581. On November 29, 2022, the Board accepted the approval of the 2021 SCAAP award of \$2,501,786.

The reporting period of FY 2022 SCAAP application is based on actual FY 2020-21 information. The amount received as noted on the table above for each fiscal year is for the application submitted for the prior two fiscal years. The amount of revenue the Sheriff received in FY 2019-20 was \$4,975,363 which includes the 2019 award of \$2,465,578 for FY 2017-18 services and the 2018 award of \$2,509,785 for FY 2016-2017 services.

If awarded, Sheriff intends to utilize the SCAAP funding to cover salaries, wages and employee benefits to employees who work primarily and directly in jails; and a reasonable allocable portion for employees who, although not primarily and directly working in and for the jails, provide necessary services (e.g. transportation staff, etc.). The intended use for the FY 2022 SCAAP funding is consistent with prior years.

Sheriff plans to return to the Board with a request to accept funding, if the grant application for FY 2022 is authorized by the Board.

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, has reviewed and approved the grant application.

Recommended Action/Special Instructions
(Please specify below)

1. Authorize the Sheriff-Coroner or Designee to apply for the SCAAP Grant.
2. Resolution is 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.
Director Noma M. Crook Financial/Administrative Services Division 714.834.6681 NCrook@ocsheriff.gov	

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:
Noma Crook or designee	



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

GRANT APPLICATION / **GRANT AWARD**

Today's Date:	1/3/2023
Requesting Agency/Department:	OC Community Resources/OC Parks
Grant Name and Project Title:	2022 Urban Community Drought Relief Funding - Laguna Niguel Regional Park Irrigation Infrastructure Replacement and Irrigation Improvements at Mile Square Regional Park
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 Water Resources
Application Amount Requested:	Up to \$3.5 Million
Application Due Date:	On or Before Jan 31, 2023
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	N/A
Is this an Authorized Retroactive Grant Application/Award? <small>(If yes, attach memo to CEO)</small>	No
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 checked="" type="checkbox"/> No <input type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input checked="" type="checkbox"/> Amount: 25 % No <input type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	Mile Square Regional Park irrigation improvements currently in OC Parks Fund 406 FY 2022-23.
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>If awarded, grant funds will be used by OC Parks to replace the outdated and failing irrigation infrastructure at Laguna Niguel Regional Park. It will be replaced with a water efficient irrigation system and smart meters for proper turf irrigation and maintenance while minimizing water waste.</p> <p>Irrigation improvements are currently budgeted at Mile Square Regional Park for the park's 93-acre expansion area. This project and funding will serve as the 25% grant match.</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>	Mark Batarse



CEO-Legislative Affairs Office Grant Authorization eForm

Recommended Action/Special Instructions

(Please specify below)

1. Authorize the OC Community Resources Director, OC Parks Director, or designee to apply for 2022 Urban Community Drought Relief Funding for Laguna Niguel Regional Park Irrigation Infrastructure Replacement and Irrigation Improvements at Mile Square Regional Park.
2. Authorize the OC Community Resources Director, OC Parks Director, or designee to execute and submit all documents required for participation in the program, including authority to execute a grant funding agreement in substantially the same form as the draft attached hereto.
3. Adopt the attached Grant Resolution for the 2022 Urban Community Drought Relief program.

Department Contact:

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

Marisa O'Neil, (714) 973-6876, marisa.o'neil@ocparks.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:

Dylan Wright, Director, OC Community Resources

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
January 10, 2023

WHEREAS, County of Orange proposes to implement Laguna Niguel Regional Park irrigation infrastructure replacement and Mile Square Regional Park expansion irrigation improvements;

WHEREAS, County of Orange has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, County of Orange intends to apply for grant funding from the California Department of Water Resources for the Laguna Niguel Regional Park irrigation infrastructure replacement and Mile Square Regional Park irrigation improvements;

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

1. Authorize and direct the Orange County Community Resources Director, OC Parks Director, or designee, to prepare and file an application pursuant and subject to all the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. Authorize and direct the Orange County Community Resources Director, OC Parks Director, or designee, to execute the funding agreement with the Department of Water Resources and any amendments thereto as reviewed and approved by OC County Counsel.
3. Authorize and direct the Orange County Community Resources Director, OC Parks Director, or designee, to submit any required documents, invoices, and reports required to obtain grant funding.

Grant Retroactive/Ratification Memorandum

Date: 1/3/2023
To: County Executive Office
From: Dylan Wright, Director, OC Community Resources
Re: Housing Choice Voucher Program Award
Subject: Retroactive Request to Accept Award

OC Community Resources/OC Housing Authority (OCCR/OCHA) requests retroactive approval to accept the award from U.S. Housing and Urban Development of three Housing Choice Vouchers (HCVs). OCCR/OCHA was notified of the award on December 5, 2022. Due to the time required to complete administrative processes and the availability of Board dates, OCCR/OCHA was unable to submit for approval within thirty days of the notification of the grant award.

Administered locally by public housing agencies, HCVs provide rental assistance for very low-income families, the elderly, and disabled persons to afford decent, safe and sanitary housing in the private market. OCHA, serving as Orange County's public housing agency (except in the cities of Anaheim, Garden Grove and Santa Ana), will use these vouchers to assist applicants who are currently on OCHA's waiting list for HCVs.



Dylan Wright, Director
OC Community Resources

12-29-22

Date

Approved:



Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2022.12.30 14:33:39
-08'00'

Frank Kim, County Executive Officer
County Executive Office

12/30/22

Date:



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

GRANT APPLICATION / GRANT AWARD

Today's Date:	January 3, 2023
Requesting Agency/Department:	OC Community Resources/ OC Housing Authority
Grant Name and Project Title:	Housing Choice Voucher 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>	U.S. Housing and Urban Development (HUD)
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	\$59,697 – 3 Housing Choice Vouchers
Notification Date of Funding Award:	December 5, 2022
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 type="checkbox"/> Other <input checked="" type="checkbox"/> Explain: Recurrence based on available Federal funding; last funding was available in 2002.
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Between 2000 and 2002, OCHA received 2,012 Fair Share Vouchers from HUD. Through a competitive process, OCHA received 740 Vouchers in 2000 and 820 in 2001. In 2002, OCHA was awarded 452 Vouchers through a non-competitive process. Since 2002, HUD has not issued any Fair Share Vouchers until 2022, where HUD issued a total of 105 vouchers through a noncompetitive process.
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: Federal Allocation
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.
The Housing Choice Voucher (HCV) program provides rental assistance for very low-income families, the elderly, and disabled persons to afford decent, safe and sanitary housing in the private market. Housing assistance is provided to families or individuals with participants being able to find their own housing, including single-family homes, townhouses, and apartments. HCVs are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. The Orange County Housing Authority (OCHA) is a PHA that serves the cities within the County of Orange (except Anaheim, Garden Grove and Santa Ana). OCHA was notified on August 29, 2022, of the funding award of 97 Fair Share vouchers, September 23, 2022, of 5 vouchers and December 05, 2022, of 3 additional vouchers. OCHA will use these vouchers to assist applicants who are currently on OCHA's waiting list.	
Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the Resolution)</small>	N/A



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

Recommended Action/Special Instructions (Please specify below)	
Authorize OC Community Resources Director, or designee, to accept the funding award for 3 new Housing Choice Vouchers in the amount of \$59,697.	
Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Julia Bidwell (714) 480-2991 julia.bidwell@occr.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:
Dylan Wright, Director, OC Community Resources	

Grant Retroactive/Ratification Memorandum

Date: 1/3/2023
To: County Executive Office
From: Dylan Wright, Director, OC Community Resources
Re: CALFORALLANIMALS “Sniptember” Spay / Neuter Grant
Subject: Ratified Request to Accept Grant Award

OC Community Resources/OC Animal Care (OCCR/OCAC) requests ratified approval to accept the grant award from CALFORALLANIMALS “Sniptember” Spay/Neuter grant. OCCR/OCAC was notified of the grant award on November 28, 2022. OCCR/OCAC was unable to submit the grant award for approval to the Board within 30 days of award notification due to the time required to receive responses to questions from the grant administrator (UC Davis Koret Shelter Medicine Program).

Grant funds will provide a new benefit to pet owners and will be used to offer spaying/neutering services to pet owners reclaiming their animals from OCAC. These services have not been offered to pet owners in the past because of lack of staffing. With this grant, additional contract veterinarian hours can be procured when necessary to provide the services. The grant is estimated to assist with 375 canine spay/neuter surgeries, 23 feline spay/neuter surgeries and 398 canine and feline daily feed/care for post-surgery recovery.



 Dylan Wright, Director
 OC Community Resources

12-29-22

 Date

Approved: 

 Frank Kim, County Executive Officer
 County Executive Office

Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
 Date: 2022.12.30 14:34:36 -08'00'

12/30/22

 Date:



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

GRANT APPLICATION / GRANT AWARD

Today's Date:	January 3, 2023
Requesting Agency/Department:	OC Community Resources/ OC Animal Care
Grant Name and Project Title:	CALFORALLANIMALS / Snipember Spay / Neuter Grants
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 / UC Davis Koret Shelter Medicine Program
Application Amount Requested:	\$426,282
Application Due Date:	October 15, 2022
Board Date when Board Approved this Application:	October 18, 2022
Awarded Funding Amount:	\$142,094
Notification Date of Funding Award:	November 28, 2022
Is this an Authorized Retroactive Grant Application/Award? Yes <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:	
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 of State of California funds open to all municipal shelters, but requiring a grant application
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.
Grant funds will be used to offer spaying/neutering services to pet owners reclaiming their animals from OC Animal Care. These services have not been offered to pet owners in the past because of lack of staffing. With this grant, additional contract veterinarian hours can be procured when necessary to provide the services. The estimated budget comprising the award is based on recent animal redemption statistics, multiplied by the full cost of spay/neuter fees and daily feed/care fees, as follows: Canine Spay/Neuter Surgeries: \$78,375 (375 dogs at \$209 full cost spay/neuter fee) Feline Spay/Neuter Surgeries: \$9,591 (23 cats at \$417 full cost spay/neuter fee) Daily Feed/Care for post-surgery recovery: \$54,128 (398 dogs and cats, each requiring 1 day of care/observation; \$136 full cost daily feed/care fee) Total estimated budget: \$142,094	
Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the Resolution)</small>	
Recommended Action/Special Instructions <small>(Please specify below)</small>	
Authorize the OC Community Resources Director, or designee, to sign all documents required for the grant award.	



CEO-Legislative Affairs Office Grant Authorization eForm

Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Dylan Wright, Director, OC Community Resources (714) 480-2788, dylan.wright@occr.ocgov.com Andi Bernard, Director, OC Animal Care (714) 796-6414, andi.bernard@occr.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:
Dylan Wright, Director, OC Community Resources	



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

GRANT APPLICATION / GRANT AWARD

Today's Date:	January 3, 2023															
Requesting Agency/Department:	OC Community Resources/ OC Housing Authority															
Grant Name and Project Title:	U.S. Department of Housing & Urban Development Veterans Affairs Supportive Housing 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>	U.S. Housing and Urban Development (HUD)															
Application Amount Requested:	N/A															
Application Due Date:	N/A															
Board Date when Board Approved this Application:	N/A															
Awarded Funding Amount:	\$155,460 (10 HUD-VASH Vouchers)															
Notification Date of Funding Award:	December 22, 2022															
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:	The Orange County Housing Authority (OCHA) was initially awarded \$745,382 in 2009 for 70 Veterans Affairs Supportive Housing (VASH) vouchers. Since then, HUD has awarded OCHA additional VASH vouchers as follows: <table border="0"> <tr> <td>150 in 2010 \$1,667,412</td> <td>44 in 2015 \$ 487,450</td> <td>30 in 2021 \$458,341</td> </tr> <tr> <td>75 in 2011 \$ 927,747</td> <td>133 in 2016 \$1,471,512</td> <td></td> </tr> <tr> <td>75 in 2012 \$ 884,560</td> <td>100 in 2017 \$1,114,872</td> <td></td> </tr> <tr> <td>100 in 2013 \$1,117,272</td> <td>100 in 2018 \$1,137,656</td> <td></td> </tr> <tr> <td>110 in 2014 \$1,181,836</td> <td>32 in 2019 \$ 364,050</td> <td></td> </tr> </table>	150 in 2010 \$1,667,412	44 in 2015 \$ 487,450	30 in 2021 \$458,341	75 in 2011 \$ 927,747	133 in 2016 \$1,471,512		75 in 2012 \$ 884,560	100 in 2017 \$1,114,872		100 in 2013 \$1,117,272	100 in 2018 \$1,137,656		110 in 2014 \$1,181,836	32 in 2019 \$ 364,050	
150 in 2010 \$1,667,412	44 in 2015 \$ 487,450	30 in 2021 \$458,341														
75 in 2011 \$ 927,747	133 in 2016 \$1,471,512															
75 in 2012 \$ 884,560	100 in 2017 \$1,114,872															
100 in 2013 \$1,117,272	100 in 2018 \$1,137,656															
110 in 2014 \$1,181,836	32 in 2019 \$ 364,050															
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: Federal Allocation															
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 U.S. Department of Housing and Urban Development (HUD)–Veterans Affairs Supportive Housing (VASH) program combines HUD Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs. Authorizing acceptance of these funds will provide Orange County Housing Authority (OCHA) the funding necessary to further contribute to the reduction of veteran homelessness. Since 2009, OCHA has aided more than 969 households with rental assistance from the HUD-VASH program. The number of HUD-VASH vouchers that are awarded to OCHA varies based upon both the availability of funding and the capacity of the Veterans Administration to provide the supportive services required to administer the program.</p> <p>On December 22, 2022, HUD notified OCHA of this funding award of 10 Vouchers from HUD-VASH under NOTICE PIH 2022-26 allocation. This award brings OCHA's total VASH program to 1029 vouchers.</p>																
Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>															



CEO-Legislative Affairs Office Grant Authorization eForm

Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	N/A
Recommended Action/Special Instructions (Please specify below)	
Authorize OC Community Resources Director or designee to accept the funding award for 10 additional HUD-VASH vouchers.	
Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Julia Bidwell (714) 480-2991 julia.bidwell@occr.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:
Dylan Wright, Director, OC Community Resources	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

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)	John Cleveland	
Recommended Action/Special Instructions (Please specify below)		
<ol style="list-style-type: none">1. Adopt the resolution as approved by the County Counsel to receive \$832,997 in additional funding from the California Department of Aging for the Area Plan Program.2. Approve the State Standard Agreement AP-2223-22, Amendment 1 with the California Department of Aging in the amount of \$832,997 for the term of July 1, 2022 – June 30, 2024.3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement AP-2223-22, Amendment 1.4. Authorize the OC Community Resources Director or designee to execute all documents required to accept additional Area Plan Program grant award funding.		
Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.	
Dylan Wright (714) 480-2788 / Dylan.Wright@occr.ocgov.com Renee Ramirez (714) 480-6483 / Renee.Ramirez@occr.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:	
Dylan Wright, Director, OC Community Resources Renee Ramirez, Director, OC Community Services		

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
January 10, 2023

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement AP-2223-22, Amendment 1 in the amount of \$832,997 in additional funding from the California Department of Aging containing funding allocations for Older Americans Act Programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement AP-2223-22, Amendment 1; and

WHEREAS this Board agrees with the terms of the State Standard Agreement, Amendment 1 and the allocation of funds contained therein.

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

1. Approve the State Standard Agreement AP-2223-22, Amendment 1 with the California Department of Aging in the amount of \$832,997 for the term of July 1, 2022 – June 30, 2024.
2. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement AP-2223-22, Amendment 1 to receive \$832,997 in additional funding from the California Department of Aging.
3. Authorize the OC Community Resources Director or designee to execute all documents required to accept the additional Area Plan grant award funding.

Approved By: _____

Chairman of the Board of Supervisors
County of Orange, California



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

GRANT APPLICATION / GRANT AWARD

Today's Date:	January 3, 2023
Requesting Agency/Department:	OC Community Resources/ OC Housing Authority
Grant Name and Project Title:	Mainstream Voucher 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>	U.S. Housing and Urban Development (HUD)
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	\$1,060,700 (50 Mainstream Vouchers)
Notification Date of Funding Award:	December 19, 2022
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:	The Orange County Housing Authority (OCHA) was initially awarded \$549,168 in 2018 for 44 Mainstream vouchers. Since then, HUD has awarded OCHA additional Mainstream vouchers as follows: 33 in 2019 \$530,866 124 in 2020 \$2,144,602
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: Federal Allocation
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 U.S. Department of Housing and Urban Development's (HUD) Mainstream Voucher Program provides funding to assist non-elderly persons with disabilities who are:</p> <ul style="list-style-type: none"> • Transitioning out of institutional or other segregated settings, • At serious risk of institutionalization, • Homeless, or • At risk of becoming homeless <p>The program encourages partnerships with health and human service agencies with a demonstrated capacity to coordinate voluntary services and supports to enable individuals to live independently in the community. Since 2018, The Orange County Housing Authority (OCHA) has worked collaboratively with County agencies to connect these vouchers to the populations most in need of this assistance.</p> <p>The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) allowed HUD to allocate additional vouchers to PHAs non-competitively. HUD awarded OCHA 50 Mainstream Vouchers through this non-competitive process. OCHA intends to</p>	



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

continue to connect these vouchers to non-elderly persons with disabilities in our community through our existing County collaborations.

This award brings OCHA's Mainstream Voucher Program count from 201 to 251 vouchers.

Board Resolution Required?

(Please attach document to eForm)

Yes

No

Deputy County Counsel Name:

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

N/A

Recommended Action/Special Instructions

(Please specify below)

Authorize OC Community Resources Director, or designee, to accept the funding award for 50 additional Mainstream Vouchers

Department Contact:

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

Julia Bidwell (714) 480-2991 julia.bidwell@occr.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:

Dylan Wright, Director, OC Community Resources



MEMORANDUM

To: Robin Stieler, Clerk of the Board
From: Chairman Doug Chaffee, Supervisor, 4th District
Date: 01/04/2023

Doug Chaffee

RE: Delete Supplemental Item on January 10, 2023 Board Meeting Agenda –Appoint John Koos to the Orange County Planning Commission *S21A*

Chairman Chaffee requests a supplemental item be deleted on the January 10, 2023 Board of Supervisors agenda recommending the following John Koos appointment to the Orange County Planning Commission.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB

RECEIVED
2023 JAN -9 PM 2:10
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Delete
Stieler



SZIA

MEMORANDUM

To: Robin Stieler, Clerk of the Board
From: Chairman Doug Chaffee, Supervisor, 4th District
Date: 12/29/22

Doug Chaffee

RE: Add Supplemental Item to January 10, 2023 Board Meeting Agenda – Appoint John Koos to the Orange County Planning Commission

Chairman Chaffee requests a supplemental item be placed on the January 10, 2023 Board of Supervisors agenda to appoint John Koos to the Orange County Planning Commission for a term concurrent with the Supervisors term of office.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB

RECEIVED
2022 DEC 29 PM 12:55
COUNTY CLERK
ORANGE COUNTY
CALIFORNIA SUPERVISORS



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:

Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

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

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

Planning Commission

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

APPLICANT NAME AND RESIDENCE ADDRESS:

John

Raymond

Koos

First Name

Middle Name

Last Name

[Redacted]

Brea

CA

[Redacted]

Street Address

City

State

Zip Code

Home Phone Number

[Redacted]

Cell Phone Number

[Redacted]

Email Address

CURRENT EMPLOYER: Butler America Telecom

OCCUPATION/JOB TITLE: Senior Vice President

BUSINESS ADDRESS: [Redacted]

BUSINESS PHONE NUMBER: [Redacted]

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

ARE YOU A CITIZEN OF THE UNITED STATES: YES NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? YES NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: _____

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Rotary International	8/2012	Present

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? YES NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? YES NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

YES NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I have served on two planning commissions in the 4th.

I have a strong background in urban planning.

DATE: 12-9-2022

APPLICANTS SIGNATURE:

PROPERTY OF THE BOARD OF SUPERVISORS OFFICE ONLY - DO NOT WRITE BELOW THIS LINE

Date Received: _____ Received by: _____

Date referred: _____ Deputy Clerk of the Board of Supervisors

To: BOS District 1 BOS District 2 BOS District 3 BOS District 4 BOS District 5

All BOS BCC Contact Person Name _____

John Koos

Professional Experience

Senior Vice President , Butler America Telecom LLC	2019-Present
President/Owner , Core Development Services	2005-2019
Geographic Team Leader , Tetra Tech Communications Services	1999-2005

Education

Bachelor of Science, Urban and Regional Planning , Cal Poly Pomona, Pomona, CA	1992-1995
---	-----------

Affiliations

Brea Chamber of Commerce, Board of Directors (Three Years as Chairman of the Board)	2013-2019
--	-----------

Community Service

Orange County Parks Commission, 4th Supervisorial District	2017-Present
St. Jude Hospital Community Health Committee	2020-Present
Fullerton Sunrise Rotary	2021-Present
Rotary District 5320, Assistant Governor	2018-Present
Brea Rotary Club, Board of Directors	2013-2020
Brea Rotary Club, President	2014-2015
Brea Sister City Association, Board Member	2014-2019
Boy Scouts of America, Troop 811, Committee Member	2017-2019
Boy Scouts of America, Cub Scout Pack 811, Leader	2013-2017
St. Jude Hospital Foundation, Neighbors Helping Neighbors Committee (Chair-2016-Present)	2013-2019
St. Angela Merici Parish School, Consultative Board	2010-2019
Planning Commission, City of Brea	2007-2013
Citizens Advisory Committee, Orange County Transportation Authority	1999-2003
Planning Commission, City of Anaheim	1998-2003



MEMORANDUM

To: Robin Stieler, Clerk of the Board
From: Chairman Doug Chaffee, Supervisor, 4th District
Date: 01/04/2023

Doug Chaffee

RE: Delete Supplemental Item on January 10, 2023 Board Meeting Agenda –Appoint John Koos to the Orange County Planning Commission *S21A*

Chairman Chaffee requests a supplemental item be deleted on the January 10, 2023 Board of Supervisors agenda recommending the following John Koos appointment to the Orange County Planning Commission.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB

RECEIVED
2023 JAN -9 PM 2:10
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Delete
Esther



S21B

MEMORANDUM

To: Robin Stieler, Clerk of the Board
From: Chairman Doug Chaffee, Supervisor, 4th District
Date: 01/04/2023

RE: Add Supplemental Item to January 10, 2023 Board Meeting Agenda –Orange County Veterans Advisory Council Appointments

Chairman Chaffee requests a supplemental item be placed on the January 10, 2023 Board of Supervisors agenda recommending the following appointments to the Orange County Veterans Advisory Council:

1. Reappoint Alex Maslin to the Orange County Veterans Advisory Council for a two-year term effective January 10, 2023 and ending January 9, 2025.
2. Appoint Steve Vargas to the Orange County Veterans Advisory Council for a term concurrent with Supervisors term of office.
3. Appoint Michael Radigan to the Orange County Veterans Advisory Council for a two-year term effective January 10, 2023 and ending January 9, 2025.
4. Appoint Stephanie Wade to the Orange County Veterans Advisory Council moving from District 4 Regular Member to the At-Large Regular Member for a two-year term effective January 10, 2023 and ending January 9, 2025.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB

RECEIVED

2022 JAN -4 AM 11:33

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:

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

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type. This application shall be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility.

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:

Orange County Veterans Advisory Council

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Alex

Maslin

First Name

Middle Name

Last Name

Street Address

City

State

Zip Code

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

ARE YOU A CITIZEN OF THE UNITED STATES: YES NO

NAME OF COUNTRY OF CITIZENSHIP: USA

ARE YOU A REGISTERED VOTER? YES NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

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

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<u>ORGANIZATION/SOCIETY</u>	<u>FROM (MO/YR.)</u>	<u>TO (MO/YR.)</u>
California Peace Officer Association	10/2021	Current
_____	_____	_____
_____	_____	_____

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? YES NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? YES NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY, EXCLUDING ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)? YES NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I am a current member of OCVAC and I would like to continue my service to the veterans of Orange County.

DATE: 11/05/2022

APPLICANTS SIGNATURE: 

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors
Date referred: _____
To: BOS District 1 BOS District 2 BOS District 3 BOS District 4 BOS District 5
 All BOS BCC Contact Person Name _____

Alexander Maslin

Newport Beach Police Department

OBJECTIVE

Reappointment to Orange County Veterans Advisory Council

EDUCATION

- **Bachelor of Arts Degree**, Political Science, Minor in History, Chapman University (anticipated completion April 2023)
 - Sigma Iota Rho – Honor Society for International Studies
 - Phi Alpha Theta – National History Honor Society
 - Dean's List

LEADERSHIP DEVELOPMENT

- Current Team Commander of NBPD SWAT Team
- Orange County Veterans Advisory Council – Board Member Appointed by O.C. Board of Supervisors
 - Member of Communication Committee
 - Member of Welcome Home Event Ad Hoc Committee
- Newport Beach Police Association – Board Member, Vice-President & President
- Head Drill Instructor for the O.C. Law Enforcement Explorer Advisor's Association Explorer Academy
- United States Marine Corps (USMC) Institute Leadership Courses
- Attained the rank of Sergeant in the USMC and supervised up to thirty Marines
- Trained foreign military Officers in military tactics as a representative from the US Military
- California Peace Officers Association Region IX Board Member
 - Training Officer for Region IX (Orange, San Diego and Imperial Counties)

PROFESSIONAL EXPERIENCE

POLICE SERGEANT _____ **2021 to Present**

POLICE OFFICER _____ **2010 to 2021**

Crime Suppression Unit Detective

- Responsible for narcotics investigations, fugitives, career criminals, street crimes, high risk warrants and crime trends

Patrol Officer/Field Training Officer

- Provided professional and effective law enforcement with a balanced approach to service
- Provided all aspects of patrol enforcement, investigation, and community policing
- Demonstrated exemplary judgment, good decision-making, and effective problem-solving skills
- Train and supervise Academy Graduate and Lateral Police Officers throughout training program

Alexander Maslin

Newport Beach Police Department

OFFICER COLLATERAL DUTIES

- Police Explorer Program Advisor
- Department Firearms Instructor
- K-9 Agitator
- SWAT Team Leader
- Field Training Officer

PROFESSIONAL TRAINING

Has completed well over 2,000 hours of diverse and extensive law enforcement training. Training areas of expertise and concentration include:

- Narcotics Investigations
- Firearms Instruction / Training
- SWAT Operations
- Plain Clothes Operations

UNITED STATES MARINE CORPS

2005 to 2009

Sergeant (Infantry)

- Trained as Machine Gunner (MOS 0331)
- Deployed to Iraq as part of Operation Iraqi Freedom
- Deployed on 31st Marine Expeditionary Unit
- Ancillary assignment as a Military Operations in Urban Terrain (MOUT) Instructor
 - Trained foreign military Officers in MOUT tactics
- Attained the rank of Sergeant prior to completing military service

PROFESSIONAL ASSOCIATION MEMBERSHIP

- California Police Officers Association
- California Association of Tactical Officers
- National Tactical Officers Association
- California Narcotics Officers Association

AWARDS/HONORS

- Class Honor Graduate – Orange County Sheriff Academy Class 195
- Meritorious Service Award – Newport Beach Police Department 2019
- Navy and Marine Corps Achievement Medal 2008



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:

Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

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

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

VETERANS ADVISOR BOARD

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

APPLICANT NAME AND RESIDENCE ADDRESS:

STEVEN **CRAIG** **VARGAS**
First Name Middle Name Last Name

Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

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

ARE YOU A CITIZEN OF THE UNITED STATES: YES NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? YES NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<u>ORGANIZATION/SOCIETY</u>	<u>FROM (MO./YR.)</u>	<u>TO (MO./YR.)</u>
American Legion - Brea Post 181 Commander	2014-2020	2022- Present
Brea City Councilmember	1998-2002	2014-Present
Board of Certified Safety Professionals	2009	Present

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? YES NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? YES NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

YES NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I am qualified and available to work as needed to ensure an OC Cemetary to brought to fruision and all Veterans heard.

DATE: 12/25/2022 APPLICANTS SIGNATURE: _____

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: BOS District 1 BOS District 2 BOS District 3 BOS District 4 BOS District 5

All BOS BCC Contact Person Name _____

United States Navy Biography

LIEUTENANT COMMANDER STEVEN VARGAS Civil Engineer Corps, United States Navy

LCDR Vargas is a native of New York currently residing in Brea, California. He is a graduate of Excelsior College, NY with a Bachelor of Science in Technology, Nuclear. LCDR Vargas is attached to Navy Mobile Construction Battalion Twenty-Two as the Liaison to the Army 420th Engineering Brigade out of Bryan, Texas.



LCDR Vargas has served Naval Construction Forces deploying five times since 9-11. In 2008, he deployed with NMCB Seventeen in support of Operation Iraqi Freedom serving as Operations LPO. He served with NMCB Twenty-Two as the Operations Chief. After promotion to Chief Warrant Officer, he served the First Naval Construction Regiment as the Seabee Combat Warfare Coordinator and Detachment Officer in Charge. He most recently served with Beachmaster Unit One (BMU1), NAB Coronado as XO and NAVFAC CEU, Washington, DC as CERT Action Officer.

LCDR Vargas has served NAVFAC as the Operations Officer for Navy Facilities Expeditionary Logistics Command, NFELC and served twice with NAVSEA as the Assistant Facilities Director at Navy Surface Warfare Center-Corona, completing three full years on ADSW. He was activated to serve as Production Department Director at Naval Air Station, Key West supporting the Public Works Department. He has completed ADT assignments at the 2021 Presidential Inauguration as the Inauguration Operations Chief and in 2022 as Beach Party Team Commander (BPTC) with BMU1 at Coronado Island. LCDR Vargas is a qualified Contingency Engineering Response Teams (CERT) member supporting emergency response missions worldwide.

LCDR Vargas is a qualified BPTC and Seabee Combat Warfare Officer. During his previous enlisted service, he earned his Submarine Warfare pin and Navy Scuba Diver qualification. He has been awarded five Navy Commendations Medals, the Joint Service Achievement Medal, three Navy Achievement Medals, the USCG Commandants Commendation Medal in addition to various other personal, campaign, and unit awards.

Updated: 18 NOV 2022

Steven C. Vargas

PROFESSIONAL SUMMARY:

Thirty years' experience in power plant and refinery operations, maintenance and construction with a proven track record of safe and innovative service, promoting Incident & Injury Free safety culture. I possess strong communications skills and maintain formal computer training. My technical aptitude, supervisory & construction background make me uniquely qualified for the position as a Construction Safety Specialist and certification as a Construction Manager.

PROFESSIONAL EXPERIENCE:

Chevron USA, El Segundo Refinery
Contractor Safety Specialist/CHESM Advisor

2001-2021

- Contractor Safety Specialist since 2009 - Developed the "Red Hat" Strategy to professionalize Safety Specialist across the refinery. Supervise SSE program, TSPA participation of 6 Area Safety Specialist Owner Controlled Insurance Program rep. for El Segundo. Qualified Radiation Safety Officer and Community Response rep. IMPACT trained Turnaround specialist. TapRoot incident investigator.
- LSFO Field Operator – Low Sulfur Fuel Oil Field operator and safety representative for crews on 24/7 rotating shift work.

Edison International, Rosemead, CA
Charitable Contributions Supervisor/Electrical Designer

1991-1998

- Charitable Contributions Supervisor– Developed strategy to leverage community participation during deregulation process. Supervised six personnel and managed \$10MM annual community giving budget for Public Affairs personnel over 50,000 sq. mile service territory.
- Electrical Designer, Irvine Operations Center – Provided engineering support to Nuclear Engineering Design Organization, team leader for Site Problem Reports and QA documentation at San Onofre.
- Nuclear Plant Equipment Operator at San Onofre Unit 2 & 3, primary field operator for control room operators of the twin 1,100-megawatt pressurized water reactor.

Enertech, Brea CA
Quality Assurance Inspector, Field Service Representative

1989-1991

- QA/QC inspector of nuclear power plant hydraulic equipment, snubbers, valves and pipe supports. EPRI Level II inspector, Certified Bettis, Borg-Warner, Pacific Scientific and Paul Monroe technician.

Manufacturing Technology Conversion Int'l
Pulse Combustion Research Technician

1987-1989

- Alternative fuel (coal slurry) research and development facility. Built and operated pulse combustion test furnaces.

Northeast Utilities, Waterford CT
Plant Equipment Operator

1986-1987

- Nuclear Plant Equipment Operator at Millstone Unit 3, primary field operator for control room operators of a 1,100-megawatt pressurized water reactor.

US Navy, USS Shark (SSN-591), Groton CT
Nuclear Trained Machinist Mate Second Class, Ships Diver

1980-1986

- Engine room Supervisor and Quality Assurance Inspector; collateral duties included gage calibration Leading Petty Officer (LPO), Preventive Maintenance LPO and ships Diver.
- Additional military service includes the past 16 years as a Navy Reservist serving as a Combat Seabee. Activated three times since 9-11 including one-year service in Iraq, Al Asad/Fallujah -2007/08. Current rank Lieutenant, Civil Engineering Corps.

SKILL SUMMARY:

Government, Military and Corporate leadership experience with exceptional interpersonal and communication skills. Enthusiastic team-player with ability to work with diverse attitudes. Worldwide building experience with exceptional safety record of zero injuries on every project. Loyal as the day is long.

EDUCATION:

Excelsior College 2020 Graduate - BS Degree Technology, nuclear focus
Palomar College 1995-1996 - AS Degree, Electro-Mechanical Drafting & Design
Gavilan College, Gilroy CA 1983-1985 - AS Degree, Maintenance Technology
Commissioned Officer LDO/CWO Academy 2012 LDO/CWO Leadership Course
• Trained in leadership, accountability, and mentorship of sailors
LCDR Leadership Training 2021

PROFESSIONAL AFFILIATIONS, REGISTRATION, AND CERTIFICATIONS:

- BCSP Certified Construction Health & Safety Technician (CCHST)
- OSHA Construction Outreach Trainer - OSHA 500
- State of California, General Contractors License, 676448 (B-1)

CIVIC ENGAGEMENT & LEADERSHIP:

- Councilmember, City of Brea 1998-2002, 2014-Present. Current Mayor
- League of California Cities; Transportation, Communication and Public Works (TCPW) Policy Committee. 2017-Present
- Puerto Rico Federal Affairs Admin., Sr. Community Leader 2000-2002
- Orange County Board of Supervisors, Executive Assistant 1997-1999



Steven Vargas

Council Member Steven Vargas was first elected to the Brea City Council in November 2014, re-elected in 2018, and served as Mayor in 2021. He also previously served on the City Council from 1998-2002. Council Member Vargas holds a Bachelor of Science, Technology Degree from Excelsior College, New York. He is currently a member of the League of California Cities Transportation, Communications & Public Works Policy Committee, and a member of the North Orange County Cities Joint Powers Authority. Council Member Vargas also serves as a Member of the City's Development Committee. He previously served the County of Orange as a Third District Executive Assistant, and at the federal level, as an Outreach Coordinator for Puerto Rico Federal Affairs Administration (PRFAA).

Council Member Vargas is a member of the United States Navy Reserve (USNR) and holds the rank of Lieutenant Commander, Civil Engineering Corps. He has been activated for military service five times since 9/11, including a one-year deployment to Iraq, Al-Asad, and Falluja, during the 2008-09 surge.

Council Member Vargas loves to be involved in the community and serve others. As an engaged volunteer, he has held leadership positions in numerous non-profit organizations over the years including former President, Placentia Boys & Girls Club; previous District Executive for Cub Scout Pack 820; former Commander, Brea Veterans of Foreign Wars Post 5384; and current Adjutant of the Brea American Legion Post 181.

Professionally, Council Member Vargas was a general contractor by trade and retired from Chevron after 20 years of service as a Construction Safety Specialist. He has lived in Brea since 1989 and shares a home with his wife, Lisa of 28 years, who he refers to as his "best friend." Together, they have five daughters and seven grandchildren and enjoy spending family time together.



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:

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

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT [HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT](http://www.ocgov.com/gov/cob/bcc/contact)):

Orange County Veterans Advisory Council

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Michael David Radigan
First Name Middle Name Last Name

Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

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

ARE YOU A CITIZEN OF THE UNITED STATES: YES NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? YES NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<u>ORGANIZATION/SOCIETY</u>	<u>FROM (MO./YR.)</u>	<u>TO (MO./YR.)</u>
American Legion Post 291	01/2021	Present
_____	_____	_____
_____	_____	_____

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? YES NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? YES NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

YES NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

OC is home to more than 130,000 Veterans and I want to honor their service & sacrifice and that of their family.

DATE: 6/21/2022 APPLICANTS SIGNATURE: Michael Radigan

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

Date Received: _____	Received by: _____ Deputy Clerk of the Board of Supervisors
Date referred: _____	
To: <input type="checkbox"/> BOS District 1	<input type="checkbox"/> BOS District 2
<input type="checkbox"/> All BOS	<input type="checkbox"/> BCC Contact Person Name _____
<input type="checkbox"/> BOS District 3	<input type="checkbox"/> BOS District 4
	<input type="checkbox"/> BOS District 5

MICHAEL D. RADIGAN | Newport Beach, CA



PROFESSIONAL SUMMARY

Passionate about building organizations that drive innovation. An experienced leader that thrives on orchestrating teams from all disciplines in a company to achieve a vision. Comfortable with the unfamiliar situation and resourceful to find a way to win. Years of professional experience focusing on strategy creation, business development, operations, and training for new initiatives that result in sustainable solutions. An agile learner, proficient at rapidly gathering and analyzing information, innovating, and motivating teams through the execution of even the most time-constrained situations. An effective communicator that's skilled at tailoring the delivery to both the individual contributor and executive leadership. An end user-focused attitude, adept at promoting client satisfaction. A military Veteran with a well-rounded background yields a broad technical foundation for pioneering solutions and building cross-functional team relationships to accomplish any goal.

KEY STRENGTHS

Leadership
Strategy Creation
Resourcefulness

Operations
Project Management
Training Programs

Software Development (UI/UX)
Data Analytics
Business Modeling

AREAS OF EXPERTISE

Commercial Real Estate
Aviation

Insur/HR Tech
Marketing/CRM

Advanced Manufacturing
Business Consulting

LeggUP Inc. (2020 - 2022)

Newport Beach, CA

SVP of Operations

Led an international executive coaching platform and a national mental health network, totaling 500+ accredited and licensed professionals.

- Directed operations, coaching network, member experience, marketing, IT, and legal for an Insur/HR tech platform and network resulting in 1000x revenue growth in less than two years
- Created the most diverse and fastest growing mental health network in the US in just 5 months
- Managed an international team, from all disciplines, to deliver a cohesive and effective client experience.
- Collaboratively led the full stack development for two distinct desktop applications and a mobile application from an MVP to enterprise ready product by building cross-functional relationships

United States Marine Corps (Active 2005 - 2015, Reserves 2015 - Present)

Newport Beach, CA

LtCol, AH-1Z Attack Helicopter Pilot (Weapons and Tactics Instructor)

Developed, planned, and executed aviation combat operations and training, supporting National objectives.

- Planned & executed global contingency operations with 4,500 Sailors & Marines with \$5B+ in assets aboard ship
- Managed flight hour goals for \$800M in USMC aircraft assets
- Led the training and progression of 52 aviators annually and the conversion of 40 aviators to the AH-1Z
- Led 88 Marines and civilian contractors in the maintenance of three different helicopter models

Duke Realty (2002 - 2005)

Indianapolis, IN

Preconstruction Engineer, Project Supervisor

Advanced the initiatives for commercial asset development to deliver sustainable excellence in real estate.

- Built bid packages on a \$100M, 468,000 sf complex for Blue Cross/Blue Shield of Western New York
- Supported the strategy for the brownfield reclamation for a cutting-edge commercial office building
- Developed a LEED Silver certified building that preserved and integrated a historic landmark
- Organized architects, engineers, and contractors to build an \$11M, six-story office building

EDUCATION

USMC Command & Staff College (2018 - 2020) | Graduate

University of Southern California (2014 - 2016) | Master of Business Administration

Rose-Hulman Institute of Technology (2001 - 2005) | BS in Mechanical Engineering

San Diego, CA

Los Angeles, CA

Terre Haute, IN

Additional Work Experience...

Marine Innovation Unit (2022 - Present)

Newburgh, NY

Consulting and Strategy Manager

Collaborate with team members in the Marine Corps' latest unit designed to accelerate advanced technology development.

- Gather and analyze information through reading, travel, and listening sessions with the Active Component (AC); synthesize information and structure clear takeaways or decision points that could lend towards the application of dual-use technology or private sector engagement
- Create processes and systems to support the Marine Corps' newest unit (2022) to innovate Fleet operations

Radigan Consulting (2015 - Present)

Newport Beach, CA

Owner

Mentor businesses by establishing a cohesive strategy for growth while improving user experiences.

TOOLTRIBE – *A construction industry mobile application where enterprise clients track, rent, buy and sell commercial equipment and power tools*

- Implemented the complete overhaul of the app using an iterative, agile method driven by customer feedback
- Active advisor supporting the strategy and co-founders, accelerating their growth

Fine Art by Scotty – *A world renowned artist and inventor producing fine art paintings, sculptures, and creations*

- Operations: Complete facilities overhaul, created digital systems, devised best practices for production, and developed an aesthetic customer experience booth for exhibitions and tradeshows
- Developed an e-commerce ready website and comprehensive social media presence, yielding 150% revenue growth

Floppy Spike Inc. (2018 - Present)

Newport Beach, CA

Owner, CEO

Founded a consumer product corporation manufacturing a children's and pet-friendly toy.

- Launched the company in just 3 months, establishing three sales channels – website, retail and Amazon
- Managed the full production from the idea to 3D models, material sourcing, facilities, manufacturing and distribution
- Awarded a Trademark from the USPTO on the supplemental registry

ERA Helicopters (2019 - 2019)

New Orleans, LA

Captain, A-119 Pilot

Provided best-in-class commercial helicopter transportation of passengers and cargo servicing the oil & gas industry.

- Transported US Coast Guard inspectors to offshore oil rigs and vessels with a focus on safety and customer experience
- Selected for promotion in less than 4 months to the AW-189

DIGITAL COMPETENCIES

Office 365 Suite

WordPress

HubSpot

Trello

RDWorks

Google Workspace

Webflow

Mailchimp

Jira

PhotoGrav

Adobe Suite

Shopify

Slack

Figma

Social Analytics

SECURITY CLEARANCES

Active **TOP SECRET** Clearance (2022 – Present)

Active **SECRET** Clearance (2008 – Present)

AVIATION LICENSES

Commercial Pilot: Airplane Single-Engine Land; Rotorcraft-Helicopter, NVG PIC Qualification, Instrument-Rated

PERSONAL

Enjoy exploring new cities, cooking, fitness, and anything outdoors with my wife and son. It's not what you do; it's who you do it with.



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:

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

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

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

Orange County Veterans Advisory Council

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Stephanie Mary Wade
First Name Middle Name Last Name

Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

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

ARE YOU A CITIZEN OF THE UNITED STATES: YES NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? YES NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<u>ORGANIZATION/SOCIETY</u>	<u>FROM (MO./YR.)</u>	<u>TO (MO./YR.)</u>
<u>Chair, OC Veterans Advisory Council</u>	_____	_____
<u>Boardmember, Equality of California</u>	_____	_____
<u>American Legion, Post 291</u>	_____	_____

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? YES NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? YES NO

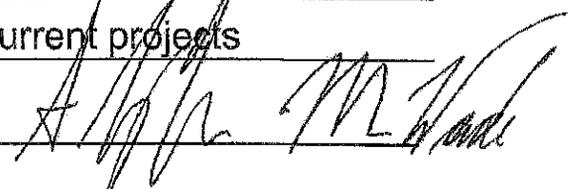
HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

YES NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

As the elected Chair of OCVA and a longtime veterans ad-
vocate I hope to continue to serve & finish current projects

DATE: 12/22/2022 APPLICANTS SIGNATURE: 

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

Date Received: _____	Received by: _____
Date referred: _____	Deputy Clerk of the Board of Supervisors
To: <input type="checkbox"/> BOS District 1	<input type="checkbox"/> BOS District 2
<input type="checkbox"/> All BOS	<input type="checkbox"/> BOS District 3
<input type="checkbox"/> BCC Contact Person Name _____	<input type="checkbox"/> BOS District 4
	<input type="checkbox"/> BOS District 5

Stephanie Wade

PROFESSIONAL SUMMARY

Energetic, emotionally intelligent leader with a record of success in socially, economically and racially diverse organizations including the U.S. Marine Corps, under-resourced urban schools, academia, environmental and LGBT groups and as one of the first trans women to serve openly on a congressional staff. An educator and policy advisor with highly developed analytical, strategic, and interpersonal skills. Adept at building consensus solutions to complex policy issues. Excellent communicator with deep expertise in public speaking, press relations and representing organizations in print, radio and television content.

POLITICAL APPOINTMENTS

Vice Chair & Council Member for the 4th District, Orange County Veterans Advisory Council 2020-present

- Advise the County Board of Supervisors on veterans' issues.
- Assist in oversight of the \$1.7 million County Veterans Office which helped veterans reclaim \$17 million in benefits last year.
- Proposed and principal author of Orange County resolution asking the federal government LGBT discharges reform.
- Proposed and principal author of letter that led to the creation of a new county recognition program for Post-9/11 veterans.
- Twice elected as the Vice Chair of the Council.
- Unanimously elected as Committee Chair in November 2022 for a term that will expire in November, 2023.

PROFESSIONAL EXPERIENCE

**Office of Orange County Supervisor for the 2nd District, Katrina Foley
Veterans' Policy Advisor**

- Primary advisor for policy, liaison and case worker for veterans, active duty servicemembers and military connected families.
- Staff lead for new Orange County Post-9/11 Veterans Recognition program.
- Chair the Supervisor's personal Veteran Advisory Committee.
- On behalf of the Supervisor and veterans testified in support of the Orange County Veterans Cemetery at three state hearings.
- Member of the Orange County Veterans & Military Families Collaborative and its Housing Working Group.
- Lead Veterans of the Year Awards, 5 other hosted events, and represent or staff the supervisor at 20-30 outside events a year.

District Office of U.S. Congressman Gilbert R. Cisneros

Fullerton, CA

Field Representative & Veterans Liaison

2019 - 2021

- Represented a member of Congress in the cities of Brea, La Habra Heights and Chino Hills.
- Supervised the Congressman's second district office and its staff of three employees and two interns.
- Advised legislative staff on military, veterans' and LGBT policy, which accounted for 47% of the Congressman's bills.
- Assisted in official communications including writing speeches, press releases and social media posts.
- Authored 4 of the Congressman's 8 resolutions for the Congressional Record and wrote 148 certificates of appreciation.
- Proposed, planned and staffed the Congressman at a Student Veterans Roundtable that was the impetus for his first bill.
- Convened a stakeholder meeting that secured 7 reforms that improved the administration of regional veterans' benefits.
- Planned, led the execution of and introduced the Congressman at six public events of between 80 to 300 guests.
- Closed 52 inquiries with the Veterans Administration and facilitated the return of more than \$231,080 to district veterans.
- Created one of the nation's most successful Service Academy Nomination Programs and grew participation by 20% in 2020.
- Assisted the Communications Director including writing speeches, responding to breaking news, and managing social media.
- Promoted the Member's position on transgender military service in a television news story that reached 68,000 homes.
- Recognized for courage and effectiveness in advancing LGBT civil rights by two Members of Congress.

**Gil Cisneros for Congress
Volunteer Director**

**Brea, CA
2018 - 2019**

TEACHING EXPERIENCE

Inglewood Unified School District

Inglewood, CA

Stephanie Wade

Physical Education Teacher, Frank D. Parent Elementary School 2016 - 2017
• Taught six sections of physical education to 6th through 8th grade students and ran a volunteer lunch activity program.
• Volunteered and led an intramural lunch program that routinely engaged up to 40% of the student body in physical activity.

Physical Education Teacher, Inglewood Continuation High School 2014 - 2016
• Created a non-traditional curriculum that produced a 98% among a population who had previously failed physical education.
• Co-Chaired the School Site Council.
• Secured more than \$5100 in grant funding.
• Recognized for innovative teaching with a District Certificate of Appreciation.

Physical Education Teacher, Morningside High School 2013 - 2014
• Taught six sections of Physical Education and one section of Athletic Conditioning with classes of 80 to 107 students.
• Led review of department curriculum, implemented its first elective class and received the highest evaluation possible.

Masters School Dobbs Ferry, NY
Physical Education Teacher and Coach 2011-2013
• Taught four sections of physical education including "Advanced Athletic Conditioning."
• As Head Coach of the school's first ever Track Team, helped four athletes qualify for the State Indoor Championships.

Velocity Sports Performance Elmsford, NY
Sports Performance Coach 2008 - 2010
• Evaluated, taught and trained school-aged, college and adult athletes in a comprehensive sports performance curriculum.
• Director of adult programs and primary assessment coach for the European NFL's 2009 East Coast Combine.

New Rochelle High School, New Rochelle, New York New Rochelle, NY
Social Studies Teacher and Coach 2001-2008
• Taught at all levels from remedial to advanced placement courses; Chaired the Social Studies Curriculum Committee.
• Pioneered a new, fully integrated, 3-section, team-taught program in honors world history.

COMMUNITY & ORGANIZING EXPERIENCE

Board Member, Equality of California, Santa Ana, CA 2020-present

Member, American Legion, Post 291, Newport Beach, CA 2020-present

Core Volunteer, Surfrider Foundation, West Los Angeles Malibu Chapter, CA 2013-2018

Chair, Surfrider Foundation, New York City Chapter, NY 2008-2010

MILITARY SERVICE

Captain, Infantry Officer U.S. Marine Corps

Corporal, Combat Engineer U.S. Marine Corps

EDUCATION

Master of Arts, History Duke University, NC
• Awarded six-year doctoral fellowship; Master's thesis "An Acquisition for the Revolution: Henry Laurens, 1724-92"
• Completed 60 graduate credits in cultural anthropology, slave societies, British imperial, modern military and colonial history.

Bachelor of Arts, History Brown University, RI
• Earned a 3.5 GPA; Captain of the Men's Rugby Team (15th in the National Collegiate Rankings).



MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Katrina Foley, Fifth District

Date: January 4, 2023

Doug Chaffee *Katrina Foley*

RE: Add Supplemental Item to January 10, 2023 Board Meeting – Appoint Susan Dvorak to the Orange County Airport Commission

SZIC

I would like to appoint Susan Dvorak to the Orange County Airport Commission, for a term concurrent with the Supervisor's term in office. Susan Dvorak will replace John Clarey whose term is expired. Please add this as a supplemental item to the January 10, 2023 Board of Supervisors meeting.

RECEIVED
JAN 10 2023
COUNTY OF ORANGE
CLERK OF THE BOARD



APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:

Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

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

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

OC Airport Commission

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: [] First [] Second [] Third [] Fourth [X] Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Susan

Dvorak

First Name

Middle Name

Last Name

Street Address

City

State

Zip Code

N/A

Home Phone Number

Cell Phone Number

CURRENT EMPLOYER: N/A

OCCUPATION/JOB TITLE: N/A

BUSINESS ADDRESS: N/A

BUSINESS PHONE NUMBER: N/A

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

ARE YOU A CITIZEN OF THE UNITED STATES: [X] YES [] NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? [X] YES [] NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<u>ORGANIZATION/SOCIETY</u>	<u>FROM (MO./YR.)</u>	<u>TO (MO./YR.)</u>
Still Protecting Our Newport	2016	Present
Next Up Newport	2022	Present
Women In Leadership	2019	Present

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? YES NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? YES NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

YES NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I want to ensure JWA's excellence for customers and for surrounding communities.

DATE: 1/3/2023

APPLICANTS SIGNATURE: *Susan Drosak*

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: BOS District 1 BOS District 2 BOS District 3 BOS District 4 BOS District 5
 All BOS BCC Contact Person Name _____

Susan Dvorak

Summary of Qualifications

A marketing and public relations professional with a proven track record of creating successful communication and publicity strategies and fundraising events for non-profit organizations.

Professional Accomplishments

- Managed publicity for the Cincinnati Flower Show; executed target marketing strategy; interfaced with local, regional and national television, radio and print media; generated press releases and press kits; implemented interactive promotional events resulting in a 20% increase in attendance.
- Created community awareness event for Ozone House Youth & Family Services in collaboration with NPR, University of Michigan, social service and governmental agencies; partnered with documentary filmmakers, local PBS affiliate to host prescreening of documentary film, The Homestretch, and discussion panel; created pre- and post-screening graphics; created and distributed publicity kits resulting in sold-out event.

Work Experience

Communications Manager, Ozone House Youth & Family Services

2011-2016

- Managed external communications, including press releases, tv, radio, print & social media, collateral marketing materials, and presentations for community education
- Hosted prescreening of documentary film and discussion panel in collaboration with NPR, University of Michigan, social service & governmental agencies
- Managed donor communications including holiday donor appeal marketing materials for database of 5,000 donors resulting in a \$23,000 increase in donations over 2011
- Managed various fundraising events including Harvest of Hope annual fundraiser increasing revenue by 108% from 2011-2014; planned and executed silent auction, invitations, vendor contracts, advertising/public relations and day-of-event coordination
- Created speakers' bureau comprised of former Ozone House youth, board members, development and executive director to speak at community groups and fundraisers
- Implemented Millennial board to engage young adults in educating the community about youth homelessness issues

Project Manager, American College of Trial Lawyers

2008-2010

- Worked closely with ACTL Executive team to complete projects
- Managed appointment process of 700+ College Fellows & enabled them to carry out their assignments
- Acted as College contact for issues pertaining to General, State and Province Committees
- Managed College-sponsored Moot Court Competitions consisting of 300+ teams
- Created briefs for the President's state meetings
- Maintained records for the College's foundation

Writer, Living Magazines

2005-2006

- Researched and wrote community oriented articles for monthly magazine distributed throughout Cincinnati

Publicity Manager, Cincinnati Horticultural Society

2002-2004

- Managed publicity for the Cincinnati Flower Show & Cincinnati Flower & Farm Fest; executed target marketing strategy; interfaced with local, regional & national television, radio & print media; generated press releases and press kits; implemented interactive promotional events; and oversaw creation of collateral materials.
- Grew marketing program resulting in 20% increase in attendance at the Flower Show.
- Publicity efforts resulted in national media coverage including: CNN, Wall Street Journal, Better Homes & Gardens Magazine, Delta Sky Magazine, Country Living Magazine.
- Established extensive network of beneficial community contacts including: Cincinnati Art Museum, Children's Theater of Cincinnati, Cincinnati Museum Center, Taft Museum of Art, Newport on the Levee, Newport Aquarium, and Cincinnati Convention and Visitors Bureau.

Volunteer Experience

Board Member, SPON (Stop Polluting Our Newport)

2021 – present

- Aviation Committee

Committee Member, Newport Beach Aviation Committee

2020 – present

- Government Relations & FAA ad hoc committees

Board Member, AirFair

2019 – present

Board Member, Newport Citizens for Responsible Growth

2015 – 2018

- Manage social media and community outreach

Committee Member, Bluffs Environmental Impact Committee

2017 – 2018

Event Coordinator, Girls, Inc.

2009 – 2010

Fundraising Committee Member, Cincinnati Children's Hospital

2005 – 2007

Event Manager, Youth Opportunities United Fundraiser

2006

Publicity Chair, Ault Park Advisory Council

2004 – 2006

- Created and managed outdoor movie event and publicity

Event Manager, Cincinnati Ballet Children's Nutcracker Luncheon

2002 – 2003

- Recruited, trained and managed 60 volunteers
- Managed all aspects of the event for 1,200 attendees

Education

Bachelor of Arts in Communications and Sociology, John Carroll University



RECEIVED

2022 JAN -4 PM 12:48

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

400 West Civic Center Drive, Suite 202
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- 1
January 10, 2023

MEMORANDUM

January 4, 2023

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, January 10, 2023, 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: *Pizzeria Ortica v. County of Orange, et al.*
(OCSC Case No. 30-2021-01178203);
Darya Restaurant, Inc. v. County of Orange, et al.
(OCSC Case No. 30-2021-01206315).

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

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



RECEIVED

2022 JAN -4 PM 1:24

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Agenda Item No. SCS- 2
January 10, 2023

M E M O R A N D U M

January 4, 2023

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 to be held on Tuesday, January 10, 2023, for the Board to consider initiation of litigation, pursuant to Government Code section 54956.9(d)(4).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL –
INITIATION OF LITIGATION – Pursuant to Government Code
Section 54956.9(d)(4).
Number of Cases: One Case.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.



LJP:vl

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