

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.*

June 6, 2023

PRESENTATION (9:00 A.M.)

Supervisor Foley will be presenting as resolution proclaiming June 2023 as “Gun Violence Awareness Month”

CONSENT

2. Continued to 6/27/23, 9:30 A.M.
Revised Title to read:
Chairman Wagner - Orange County Behavioral Health Advisory Board - Reappoint Alan V. Albright, Laguna Niguel, Karyl Dupee, Garden Grove and Frederick Williams, Santa Ana, for terms ending 3/9/24~~23~~ and Matthew Holzmann, Anaheim, Steve McNally, Costa Mesa and Kristen Marie Pankratz, Huntington Beach, for terms ending 3/9/26
7. Continued to 6/27/23, 9:30 A.M.

DISCUSSION

47. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted by *Sheriff-Coroner, John Wayne Airport, District Attorney, OC Community Resources, County Executive Office and OC Public Works* in 6/6/23 grant report and other actions as recommended; *adopt resolution authorizing District Attorney or designee to execute standard agreement VC7870 and amendments with California Victim Compensation Board for Criminal Restitution Compact Program, 7/1/23 - 6/30/26 (\$335,367); and making California Environmental Quality Act (CEQA) exemption findings under CEQA guidelines section 15061 (b) (3) and other findings; adopt resolution approving standard agreements NM-2324-22 with California Department of Aging for Older Californians Act programs, 7/1/23 - 6/30/29 (\$9,145,839); and authorizing OCCR Director or designee to execute agreement and related documents*
- All Districts

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

Items: 2 and 47

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

- S50A. **Supervisor Chaffee** - Approve addition of Annual Global Hope 365 Walk Run to County Events Calendar; and make related findings per Government Code Section 26227
- S50B. **Supervisor Chaffee** - Adopt resolution supporting County of Orange Joining the AT HOME Coalition for Accountability

REVISIONS AND SUPPLEMENTALS TO JUNE 6, 2023 AGENDA - PAGE 1 OF 2

ORANGE COUNTY BOARD OF SUPERVISORS

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

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting.*

- S50C. **Sheriff-Coroner** - Approve contract PO-060-23010118 with Goodrich Corporation, a part of Collins Aerospace, for one-time purchase of one overhaul of helicopter hoist, effective upon Board approval (\$66,000); and authorize County Procurement Officer or Deputized designee to execute contract - All Districts
- S50D. **Vice Chairman Do** - Propose and approve policy regulating the flying of flags on County buildings, limiting such flags solely to County, State, and United States flags
- S50E. **Chairman Wagner** - Approve allocation of \$25,000 from Third District discretionary funds to Sabil USA for purchase of food for organization's food pantry; make related findings for Government Code Section 26227; direct County Executive Officer or designee to negotiate and enter into agreement as necessary; and direct Auditor-Controller to make related payments
- S50F. **Vice Chairman Do** - Direct County Executive Officer, CEO-Legislative Affairs, and County's state and federal lobbyists to prepare and submit application for listing Orange County's Little Saigon district on National Register of Historic Places
- SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Edward Espinosa v. County of Orange, WCAB Case: ADJ14851349
- SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Damon Tucker v. County of Orange, Superior Court Case No. 30-2021-01200119-CU-OE-WJC
- SCS4. **County Executive Office** - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957(b):
Title: Veterans Services Officer



Continuation or Deletion Request

Date: 6/5/2023
To: Clerk of the Board of Supervisors
From: Mindy Winterswyk, Acting Agency Director, Health Care Agency
Re: ASR Control #: _____, Meeting Date 6/6/23 Agenda Item No. # 2
Subject: At-Large Nominations for Reappointment to the Behavioral Health
Advisory Board

Jim Agill for DW
M. Winterswyk *DPT, PCS*

☒ Request to continue Agenda Item No. # 2 to the 6/27/23 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # _____

Comments:

RECEIVED
2023 JUN -5 PM 1:44
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS



CLERK OF THE BOARD

MEMORANDUM

May 30, 2023

To: Honorable Board of Supervisors

From: Jamie Ross, Assistant Clerk of the Board

Subject: Correction to Title June 6, 2023, Board Agenda, Item 2

RECEIVED
2023 MAY 30 AM 11:13
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

The title of the following agenda item title has been revised due to clerical error by the Clerk of the Board. The term ending date has been corrected from 3/9/23 to 3/9/24 (the ASR is correct):

Chairman Wagner - Orange County Behavioral Health Advisory Board - Reappoint Alan V. Albright, Laguna Niguel, Karyl Dupee, Garden Grove and Frederick Williams, Santa Ana, for terms ending 3/9/24~~23~~ and Matthew Holzmann, Anaheim, Steve McNally, Costa Mesa and Kristen Marie Pankratz, Huntington Beach, for terms ending 3/9/26

Cc: Leon Page, County Counsel
Frank Kim, CEO



Continuation or Deletion Request

Date: 6/5/2023
To: Clerk of the Board of Supervisors
From: Mindy Winterswyk, Acting Agency Director, Health Care Agency *M. Winterswyk* DPT, PCS
Re: ASR Control #: 23-000417, Meeting Date 6/6/23 Agenda Item No. # 7
Subject: Bylaw Amendment to the Behavioral Health Advisory Board

☒ Request to continue Agenda Item No. # 7 to the 6/27/23 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # _____

Comments:



AGENDA STAFF REPORT

Agenda Item

47

ASR Control 23-000063

MEETING DATE: 06/06/23
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
-----------------------------	---	---

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

Levine Act Review Completed: N/A

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 – California Advancing and Innovating Medi-Cal (CalAIM): Providing Access and Transferring Health (PATH) – \$4,450,000
2.	Approve Grant Application – John Wayne Airport – FY 2023 Airport Improvement Program (AIP) Discretionary Grant: Vertical Conveyance Systems Improvement Phase 1 – \$16,365,283
3.	Approve Grant Application – John Wayne Airport – FY 2023 Airport Improvement Program (AIP) Supplemental Discretionary Grant: Facility Accessibility Improvements Phase 1 – \$28,681,446
4.	Approve Grant Award and Adopt Resolution – District Attorney – Criminal Restitution Compact Program – \$335,367
5.	Approve Grant Award and Adopt Resolution – OC Community Resources – Modernizing Older Californians Act: Nutrition – \$9,145,839

6.	Approve Grant Award – County Executive Office – Emergency Solutions Grant (ESG) Program – \$641,733
7.	Approve Grant Award – OC Public Works – Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant – \$3,270,800
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 - Criminal Restitution Resolution
Attachment B - Modernizing Older Californians Resolution



Grants Report

DRAFT

County Executive Office/Legislative Affairs

June 6, 2023

Item No: 47

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 June 6, 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 – California Advancing and Innovating Medi-Cal (CalAIM): Providing Access and Transferring Health (PATH) – \$4,450,000
2. Approve Grant Application – John Wayne Airport – FY 2023 Airport Improvement Program (AIP) Discretionary Grant: Vertical Conveyance Systems Improvement Phase 1 – \$16,365,283
3. Approve Grant Application – John Wayne Airport – FY 2023 Airport Improvement Program (AIP) Supplemental Discretionary Grant: Facility Accessibility Improvements Phase 1 – \$28,681,446
4. Approve Grant Award and Adopt Resolution – District Attorney – Criminal Restitution Compact Program – \$335,367
5. Approve Grant Award and Adopt Resolution – OC Community Resources – Modernizing Older Californians Act: Nutrition – \$9,145,839
6. Approve Grant Award – County Executive Office – Emergency Solutions Grant (ESG) Program – \$641,733
7. Approve Grant Award – OC Public Works – Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant – \$3,270,800
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

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	May 23, 2023
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	California Advancing and Innovating Medi-Cal (CalAIM): Providing Access and Transferring Health (PATH) Justice-Involved Round 3 [known as Justice-Involved Reentry Initiative Capacity Building Program]
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Health Care Services (DHCS)
Application Amount Requested:	\$4,450,000
Application Due Date:	July 31, 2023
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	TBD
Notification Date of Funding Award:	N/A
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:	Round 1 funding applied for: \$250,000 Round 1 funding awarded: \$250,000 Round 2 funding application of \$4,450,000 approved on 11/08/22, pending notification of funding
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:
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?	Yes
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 purpose of the PATH Justice-Involved Round 3 grant (known as Justice-Involved Reentry Initiative Capacity Building Program) is to assist participating entities in the delivery and the provision of the CalAIM Justice Reentry Demonstration Initiative. The demonstration initiative aims to address the needs of incarcerated beneficiaries as they near the end of their incarceration and re-enter the community.</p> <p>The grant application will provide funding to support the provision of the 90-day Pre-Release implementation processes and the Justice-Involved Reentry Initiative planning effort. DHCS envisions the 90-day Pre-Release Services as part of the CalAIM Justice-Involved Reentry</p>	



Demonstration initiative, which is mandatory per federal and state law.

In addition, the grant will provide funding to the collaborative planning effort amongst Orange County Sheriff Department (OCSD), Probation, Social Services Agency (SSA), Correctional Health Services (CHS), Health Care Agency (HCA) and CalOptima to identify stand up processes, protocols, personnel, and IT system modification necessary to support the delivery of pre-release and re-entry planning processes.

Lastly, the funding will be used to leverage the planning activities required to demonstrate Correctional Facilities Readiness Assessment as part of the grant requirements in the preparation for the 90-day Pre-Release Services going live in April 2024 and the implementation of the CalAIM Services, Enhanced Care Management (ECM) and Community Supports in January 2024.

The intent of providing 90-day Pre-Release Services is to allow Medi-Cal enrollment assistance and pre-release coverage for certain services to promote continuity of care and to facilitate successful care transitions upon re-entry to communities. The objective is to help in building a bridge to community-based care for justice-involved Medi-Cal members, offering them services to stabilize their condition(s) and establishing a re-entry plan for their community-based care to improve care transitions.

Some identified goals include, but are not limited to:

- OCSD, County Probation, CHS, SSA, HCA and CalOptima will partner in facilitating increased Medi-Cal coverage, improving access to services prior to release and promoting continuity of care into the community upon release.
- OCSD, County Probation, CHS, SSA, HCA and CalOptima will partner and collaborate to facilitate the delivery of 90-day Pre-release services and to establish a re-entry plan with CalOptima and/or community-based organization (s) as appropriate for successful re-entry post-release.
- OCSD, County Probation, CHS, SSA, HCA and CalOptima will prepare for the coordination and implementation of the Correctional Facilities Readiness Assessment.
- Improve coordination and communication between correctional systems, CHS, SSA, HCA, CalOptima and community-based providers.

PATH Round 3 funding distribution will be received as a percentage of total awarded funds based on several milestones including approval of the application (10%), implementation plan (60%), interim (15%) and final progress reports (15%). Only one application will be submitted to DHCS.

Board Resolution Required?

(Please attach document to eForm)

Yes ☐

No ☒

Deputy County Counsel Name:

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

Recommended Action/Special Instructions

(Please specify below)



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

Authorize the Sheriff-Coroner, or designee, to sign all necessary application documents required for the submission of the application to the California Department of Health Care Services, Health and Human Services Agency.

Department Contact :

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

Captain Timothy Critz
Orange County Sheriff's Department
Behavioral Health Bureau
(714) 647-6007

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:

Captain Timothy Critz
Orange County Sheriff's Department
Behavioral Health Bureau
(714) 647-6007

Candice Aubuchon
Orange County Sheriff's Department
Director Inmate Services
(714) 939-4848



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	May 31, 2023
Requesting Agency/Department:	John Wayne Airport
Grant Name and Project Title:	FY 2023 Airport Improvement Program (AIP) Discretionary Grant – Vertical Conveyance Systems Improvement Phase I Replacement of Escalators 2-6
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Federal Aviation Administration (FAA)
Application Amount Requested:	\$16,365,283
Application Due Date:	July 14, 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? (If yes, attach memo to CEO)	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input checked="" type="checkbox"/> Amount \$3,176,501 or 19.41% No <input type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	Fund 281 – Airport Construction Fund
Will the grant/program create new part or full-time positions?	The grant will not create new positions.
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
The grant will fund eligible costs up to \$13,188,782 (80.59%) for the replacement and modernization of five escalators in Terminal A and B of John Wayne Airport. The Airport is required to fund \$3,176,501 (19.41%), which will be included in the Fund 281 – Airport Construction fund budget. This modernization and safety effort is an excellent opportunity for the airport to advance capital improvement planning and strategic initiatives.	
Board Resolution Required? (Please attach document to eForm)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	
Recommended Action/Special Instructions (Please specify below)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

Authorize the Airport Director or designee to apply for the AIP Discretionary Grant with the FAA and execute any forms needed in the application process. JWA plans to return to the Board with a request to accept funding if the grant application is awarded.

Department Contact :

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

Charlene V. Reynolds, Airport Director 949-252-5171, CReynolds@ocair.com

Name of the individual attending the Board Meeting:

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

Charlene V. Reynolds, Airport Director (949) 252-5171, CReynolds@ocair.com



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	May 31, 2023
Requesting Agency/Department:	John Wayne Airport
Grant Name and Project Title:	FY 2023 Airport Improvement Program (AIP) Discretionary Grant - Facility Accessibility Improvements Phase I - Restrooms and Path of Travel
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Federal Aviation Administration (FAA)
Application Amount Requested:	\$28,681,446
Application Due Date:	July 14, 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? (If yes, attach memo to CEO)	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input checked="" type="checkbox"/> Amount \$5,567,069 (19.41%) No <input type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	Fund 281 – Airport Construction Fund
Will the grant/program create new part or full-time positions?	The grant will not create new positions.
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
<p>The grant will reimburse costs for the Facility Accessibility Improvements Phase I project. The project scope includes accessibility improvements and remodeling of 12 restrooms in Terminals A and B, the addition of lactation pods/lounges, and accessible path of travel improvements from the roadway to the John Wayne Airport terminal facility.</p> <p>The grant will fund eligible costs up to \$23,114,377 (80.59%). The Airport is required to fund \$5,567,069 (19.41%), which will be included in the Fund 281 – Airport Construction fund budget.</p>	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

Board Resolution Required? (Please attach document to eForm)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)		
Recommended Action/Special Instructions (Please specify below)		
Authorize the Airport Director or designee to apply for the FY 2023 AIP Discretionary Grant with the FAA and execute any forms needed in the application process. JWA plans to return to the Board with a request to accept funding if the grant application is awarded.		
Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.	
Charlene V. Reynolds, Airport Director 949-252-5171, CReynolds@ocair.com		
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:	
Charlene V. Reynolds, Airport Director (949) 252-5171, CReynolds@ocair.com		



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	May 26, 2023
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Criminal Restitution Compact Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Victim Compensation Board
Application Amount Requested:	\$335,367
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	\$335,367
Notification Date of Funding Award:	May 3, 2023
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
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:	\$273,948 was awarded for FY 19-20 through 21-22. The grant was extended through FY22-23 for an additional \$91,316
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: This is a non-competitive grant awarded to California District Attorney's Offices.
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No new position is required.
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. The California Victim Compensation Board recently released the Criminal Restitution Compact Standard Agreement VC-7870 for fiscal years 2023/24 through 2025/26. State funds in the amount of \$111,789 per year will be made available over 3 years (\$335,367 total) to the District Attorney to administer the California Criminal Restitution Compact (CRC) Program. This program provides services to ensure appropriate restitution fines and orders are in place for offenders at the time of sentencing in criminal court and helps crime victims determine their unreimbursed losses for court orders of direct restitution to the victim. This grant funds a CRC Restitution Specialist (OCDA Paralegal) that assists a prosecuting Deputy District Attorney to ensure that restitution fines, parole revocation restitution fines, restitution orders and diversion restitution fees are properly administered in accordance with applicable statutes.
Board Resolution Required? (Please attach document to eForm)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	James Harman, Deputy County Counsel
Recommended Action/Special Instructions (Please specify below)	
<p>Cal OES requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Board Resolution.</p> <ol style="list-style-type: none">1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Standard Agreement # VC7870 with the California Victim Compensation Board accepting the grant award of \$335,367 to continue the Criminal Restitution Compact Program for fiscal years 2023-2024 through 2025-2026.2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.3. Adopt the Resolution to receive funds for the Criminal Restitution Compact Program.	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Matthew Pettit	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

June 6, 2023

WHEREAS, the Orange County District Attorney desires to continue its project designated “Criminal Restitution Compact Program” to be funded from funds made available through the State’s Restitution fund administered by the California Victim Compensation Board (VCB) to ensure restitution fines and orders are properly administered in accordance with applicable statutes; and

WHEREAS, the VCB has authorized and allocated \$335,367 for the period of July 1, 2023 through June 30, 2026 (\$111,789 per year) to implement said project subject to the execution of a Standard Agreement and acknowledgment of the terms and conditions contained therein.

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

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, the Standard Agreement No. VC7870 to the VCB , which covers the period from July 1, 2023 to June 30, 2026, for State funding in the amount of \$335,367.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments thereof as allowed under the provisions of the attached Standard Agreement.
5. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	5/30/23
Requesting Agency/Department:	OC Community Resources/OC Community Services
Grant Name and Project Title:	Modernizing Older Californians Act - Nutrition
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Aging (CDA)
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	\$9,145,839
Notification Date of Funding Award:	5/11/23
Is this an Authorized Retroactive Grant Application/Award? 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 type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Program funds are distributed to the County by CDA based on an allocation methodology
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	On May 11, 2023, OC Community Resources/Office on Aging (OCCR/OoA) received the State Standard Agreement (SSA) NM-2324-22 providing Modernizing Older Californians Act-Nutrition (MOCA) funding from the California Department of Aging (CDA). CDA mandates that the funding must be used to support the Older Californians Nutrition Program and can also be used to improve capacity and infrastructure for meal preparation and services, and intergenerational activities that fosters connections between older adults and youth. The MOCA funding will be used to enhance existing Elderly Nutrition Program (ENP) services and to partner with OC Public Libraries to provide intergenerational services. The term of the MOCA SSA is July 1, 2023, through June 30, 2029.
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)	
1. Adopt the resolution as approved by the County Counsel to receive \$9,145,839 in funds from the California	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

Department of Aging for the Modernizing Older Californians Act – Nutrition program.	
2. Approve State Standard Agreement NM-2324-22, Contractor Certification Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification with the California Department of Aging for the term effective July 1, 2023, to June 30, 2029, in the amount of \$9,145,839.	
3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement NM-2324-22, Contractor Certification Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification to receive \$9,145,839 in funding from the California Department of Aging.	
4. Authorize the OC Community Resources Director or designee to execute all related documents required to accept the Modernizing Older Californians Act - Nutrition grant award funding in the amount of \$9,145,839.	
Department Contact:	
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:	
Dylan Wright, Director, OC Community Resources	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
June 6, 2023

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement NM-2324-22, in the amount of \$9,145,839 from the California Department of Aging containing funding allocations for Older Californians Act (OCA) programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement NM-2324-22; and

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

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

1. Approve the State Standard Agreement NM-2324-22, Contractor Certification Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification with the California Department of Aging for the term effective July 1, 2023, to June 30, 2029, in the amount of \$9,145,839.
2. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement NM-2324-22, Contractor Certification Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification to receive \$9,145,839 in funding from the California Department of Aging.
3. Authorize the OC Community Resources Director or designee to execute all related documents required to accept the Modernizing Older Californians Act - Nutrition grant award funding in the amount of \$9,145,839.



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	May 23, 2023
Requesting Agency/Department:	County Executive Office Office of Care Coordination
Grant Name and Project Title:	State of California Emergency Solutions Grant (ESG) Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State of California Department of Housing and Community Development
Application Amount Requested:	\$641,733
Application Due Date:	August 17, 2022
Board Date when Board Approved this Application:	July 19, 2023
Awarded Funding Amount:	\$641,733
Notification Date of Funding Award:	May 9, 2023
Is this an Authorized Retroactive Grant Application/Award? No. (If yes, attach memo to CEO)	
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:	Each allocation is a new grant award. The previous grants awarded were 2018: \$584,187 2019: \$605,188 2020: \$640,283 2021: \$722,320
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: State designated Administrative Entity.
County Match?	Yes <input checked="" type="checkbox"/> Amount: 100% No <input type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	100% of the match amount will be required of sub-recipients and may include existing County contracts with non-federal funds.
Will the grant/program create new part or full-time positions?	No.
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
<p>The State of California Emergency Solutions Grant (ESG) program provides funding to (1) engage individuals and families experiencing homelessness, (2) improve the quality of emergency shelters for individuals and families experiencing homelessness, (3) help operate the emergency shelters, (4) provide essential services to shelter residents, (5) rapidly re-housing individuals and families experiencing homelessness; and (6) prevent families/individuals from becoming homeless.</p> <p>On March 30, 2016, the State Department of Housing and Community Development (HCD) approved the County of Orange (County), in collaboration with the Orange County Continuum of Care Board, as the Administrative Entity (AE) for the allocation of ESG funding.</p> <p>On June 13, 2022, HDC announced the release of the 2022 ESG Program Notice of Funding Availability (NOFA) for the Continuum of Care allocation with an allocation amount of \$641,733 to Orange County Continuum of Care. This allocate includes the County retaining \$18,882 for grant administration, \$249,140 for rapid rehousing, and \$373,711 for emergency shelter, homeless prevention, and other related eligible activities. The NOFA provides</p>	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

documentation requirements for AEs approved to administer 2022 ESG program funding. AEs are required to submit an authorizing resolution from the AE's Governing Board with the grant application.

The County Executive Office (CEO) received authorization to apply for the ESG Program NOFA in the amount of \$641,733 and adopted a resolution in support of this grant application from the Board of Supervisors. CEO completed the 2022 ESG Program application and submitted it to HCD in advance of the August 17, 2022, deadline.

On May 9, 2023, HCD announced the 2022 ESG Program award in the amount of \$641,733 to the County. HCD intends to issue a Standard Agreement to the County within 90 days of the award announcement.

Board Resolution Required?

(Please attach document to eForm)

Yes ☐

No ☒

Deputy County Counsel Name:

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

Recommended Action/Special Instructions

(Please specify below)

1. Accept the grant award for the State of California Department of Housing and Community Development for the County of Orange as the Administrative Entity for the Orange County Continuum of Care for the 2022 Emergency Solutions Grants funds in the amount of \$641,733.
2. Approve and authorize the Director of Care Coordination, or designee, to execute the State Standard Agreement and related documents for the 2022 Emergency Solutions Grant funding with the State of California Department of Housing and Community Development.

Department Contact:

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

Douglas Becht
Director of Care Coordination
Douglas.Becht@ocgov.com
(714) 834-5000

Name of the individual attending the Board Meeting:

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

Douglas Becht
Director of Care Coordination
County Executive Office



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	May 22, 2023
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State of California Department of Water Resources
Application Amount Requested:	\$3,270,800
Application Due Date:	February 1, 2023
Board Date when Board Approved this Application:	December 20, 2022
Awarded Funding Amount:	\$3,270,800
Notification Date of Funding Award:	May 18, 2023
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
<p>This grant concerns Proposition 1 funds issued by the State Department of Water Resources (DWR). The \$3,270,800 in awarded grant funds will go toward four (4) water resource projects located in the South Orange County Watershed Management Area and associated County grant administration. On December 20, 2022, the Board of Supervisors authorized OC Public Works to submit Proposition 1 grant applications on behalf of the South Orange County Integrated Regional Water Management (IRWM) Group (ASR Control #22-000968). The Board also adopted Resolution No. 22-157 granting authority to the Director of Public Works or their designee to execute a grant agreement with DWR, and Implementation Agreements with the four (4) individual project proponent agencies/organizations responsible for the projects. While the project proponent agencies are required to provide matching funds, because the County's role is that of grant administrator, there is no such requirement for the County. This grant represents the second of two rounds of Proposition 1 IRWM Implementation Grant funds; each round is considered a separate (non-recurrent) grant.</p>	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

The South Orange County Watershed Management Area IRWM Executive Committee approved the suite of projects proposed for Round 2 of Proposition 1 at their November 17, 2022 meeting, and authorized submittal of the grant application by the County of Orange as administrators for the South Orange County IRWM Group.

The 4 projects awarded grant funding will be implemented by the following respective submitting agency/organizations, and are: 1) Municipal Water District of Orange County (MWDOC) South Orange County Water Use Efficiency Program Phase II; 2) City of San Clemente Recycled Water Quality Improvement Project; 3) Trabuco Canyon Water District Runoff Capture and Reuse Upgrades at Dove and Tick Creek Outfall Pump Stations; and 4) City of San Juan Capistrano Calle Arroyo – La Novia Stormwater Park Project.

The Calle Arroyo – La Novia Stormwater Park Project directly benefits a disadvantaged community, improving water quality and providing improved recreational resources. Water resource projects directly benefitting disadvantaged communities are a priority for the State Department of Water Resources and the Proposition 1 IRWM Implementation Grant Program.

Board Resolution Required?

(Please attach document to eForm)

Yes ☐

No ☒ Resolution No. 22-157 approved by Board on December 20, 2022

Deputy County Counsel Name:

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

Julia Woo

Recommended Action/Special Instructions

(Please specify below)

Authorize OC Public Works Director, or designee, to accept Proposition 1 – Round 2 IRWM Grant funds totaling \$3,270,800 in support of 4 prioritized water resource projects and County grant administration, approved for funding by the State Department of Water Resources. Authorize OC Public Works to coordinate with project proponent-agencies for the 4 funded projects to document their commitment to provide the required non-State cost share of 50% of the total project costs as required by the California Department of Water Resources (as applicable), and, as authorized, through Implementation Agreements pursuant to delegated authority provided on November 20, 2007 (Item #47).

Department Contact :

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

Maria Tamez: maria.tamez@ocpw.ocgov.com | (714) 955-0635

Name of the individual attending the Board Meeting:

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

James Treadway, Director, OC Public Works
Kevin Onuma, County Engineer
Amanda Carr, Deputy Director, OC Environmental Resources



BOARD OF SUPERVISORS

350A

MEMORANDUM

05/23/2023

To: Robin Stieler, Clerk of the Board

From: Supervisor Doug Chaffee, Fourth District

Subject: Add Supplemental Agenda Item for June 6, 2023 Board of Supervisors Meeting

Doug Chaffee

Supervisor Doug Chaffee requests the Clerk of the Board to add a supplemental item to the agenda for the June 6, 2023 Board of Supervisors meeting. The title should read:

Approve the addition of Annual Global Hope 365 Walk Run to the County Events Calendar.

Find under Government Code section 26227 that Annual Global Hope 365 Walk Run events will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.

RECEIVED
2023 MAY 24 AM 7:43
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS



County of Orange

Memorandum

RECEIVED

SSOB

2023 MAY 24 PM 1:38

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Doug Chaffee
Doug

May 24, 2023

To: Robin Stieler, Clerk of the Board

From: Doug Chaffee, Supervisor, Fourth District

Subject: Add supplemental item to the June 6, 2023, Board of Supervisors meeting

Please include a Supplemental agenda item on the June 6, 2023 board agenda. The proposed title for the item is "Adoption of Resolution: County of Orange Joining the AT HOME Coalition for Accountability."

The purpose of this resolution is to formally establish the County of Orange as a member of the AT HOME Coalition for Accountability, following the request made by the California State Association of Counties (CSAC). Supervisor Chaffee serves as the Orange County Board of Supervisors' representative on CSAC's Board of Directors. During the CSAC Board of Directors meeting held on April 13, 2023, all counties were invited to join the AT HOME Coalition for Accountability. This coalition is a grassroots movement aimed at urging the State and Legislature to adopt the Accountability Pillar of CSAC's AT HOME Plan. The plan presents a comprehensive strategy to effectively and equitably address the issue of homelessness.

Currently, California lacks a cohesive and comprehensive approach to tackle homelessness in an effective and equitable manner. Despite substantial investments and collaborative efforts between the state and local governments, the response to homelessness remains fragmented and lacks clearly defined lines of responsibility, accountability, and sustainability. Joining the AT HOME Coalition for Accountability will enable the County of Orange to contribute to a unified effort in addressing this pressing issue and advocating for a more coordinated and impactful approach to homelessness throughout the state.

Please see attached resolution and the six pillars of the AT HOME PLAN.

Resolution in Support of the CSAC 'AT HOME' Plan

WHEREAS, homelessness is an urgent humanitarian crisis with an estimated 172,000 unsheltered individuals across California; and

WHEREAS, the undertow of massive economic and systemic inequities, as well as a tangled web of decisions made by well-intentioned policies and programs built over decades, continues to stymie efforts to support those who are unhoused or at risk of becoming unhoused; and

WHEREAS, unlike other areas of government such as education, child welfare, infrastructure and many other policy areas, California lacks a comprehensive plan to address those who are unhoused and at-risk of becoming unhoused effectively and equitably; and

WHEREAS, the current approach to addressing homelessness is fragmented and lacks clear lines of responsibility, accountability and sustainability; and

WHEREAS, to make meaningful progress in helping those who are unhoused and housing insecure, the California State Association of Counties (CSAC) offers a first-of-its-kind comprehensive approach to address homelessness; and

WHEREAS, the AT HOME plan includes broad goals and specific policy proposals to ensure clear lines of responsibility and accountability for every level of government and improve the way California collectively responds to those who are unhoused or at risk of becoming unhoused; and

WHEREAS, the six pillars of AT HOME stand for Accountability, Transparency, Housing, Outreach, Mitigation, and Economic opportunity; and

WHEREAS, AT HOME elevates homelessness as an important shared California priority, similar to how education, child welfare, infrastructure, etc. are prioritized; and

WHEREAS, AT HOME provides a comprehensive roadmap to reducing and mitigating homelessness; and

WHEREAS, counties run or administer most health and human services programs on behalf of the state and federal government; and

WHEREAS, these programs include CalWORKs, Medi-Cal, mental health and substance use disorder services, In-Home Supportive Services, Child Welfare Services, Adult Protective Services, and CalFresh; and

WHEREAS, California's counties are at the frontlines of these crucial safety net programs; and

THEREFORE, BE IT RESOLVED that the County of Orange supports the CSAC AT HOME Plan;

BE IT FURTHER RESOLVED, that the County of Orange will join a growing coalition of local government, public safety, social justice, health, labor, housing, community and other organizations throughout the state in support of AT HOME.

We direct staff to email a copy of this adopted resolution to the California State Association of Counties at fmcting@counties.org.

PASSED, APPROVED, AND ADOPTED this day ____ of ____, 2023.



A COMPREHENSIVE PLAN TO ADDRESS HOMELESSNESS



Homelessness is THE humanitarian crisis of our time. Despite significant investments by the state and local governments, California lacks a comprehensive plan to address it effectively and equitably. The current approach to helping those who are unhoused is fragmented and lacks clear lines of responsibility, accountability and sustainability. This must change.

To make meaningful progress in helping those who are unhoused, the California State Association of Counties (CSAC) offers the 'AT HOME' Plan. Counties are determined to work with our federal, state and local partners, and in partnership with the Governor and the Legislature, to implement this comprehensive plan to help those who are unhoused or at risk of becoming unhoused in our communities.

A CCOUNTABILITY



Clear responsibilities aligned to authority, resources, and flexibility for all levels of government

No one level of government is solely responsible for the homelessness crisis. We need to develop a comprehensive and coordinated plan that includes all levels of government. The undertow of massive economic and systemic inequities, as well as a tangled web of decisions made by well-intentioned policies and programs built over decades, continues to stymie efforts to support those who are unhoused or at risk of becoming unhoused.

- Clearly define city and county roles for siting and supporting shelters, siting permanent supportive housing, encampment outreach, and encampment clean-up.
- Commit ongoing funding – one-time funding is neither sustainable nor conducive to maintaining programs.
- Work with the state and cities from start to finish, require the submission of countywide or regional plans with established, clear goals and responsibilities.
- Allocate funding commensurate with the responsibilities each entity has within the plan and provide for maximum local flexibility to be used in accordance with established goals and outcomes.

T RANSparency



Integrate and expand data to improve program effectiveness

Current data systems and data sharing do not support an integrated case management approach to helping those who are unhoused or at risk of becoming unhoused.

- Integrate and expand data systems to enhance transparency and allow for data-driven decision making.
- Enhance existing health, social services and state and local criminal justice data systems to provide more robust data on the immediate and long-term needs of individuals and better manage institutional discharges.

H OUSING



Increase and maintain housing units across the spectrum

There is a significant shortage of housing in California, especially affordable housing to support aged, disabled and very low-income residents.

- Increase resources needed to acquire, build and operate housing solutions across the full housing continuum, especially permanent supportive housing for individuals with complex needs.
- Increase flexibility and streamlining to generate more affordable housing projects.
- Create flexible housing subsidies and modify federal Housing Choice Vouchers to help more individuals utilize rental assistance to maintain housing.

O UTREACH



Develop sustainable outreach systems and increase workforce to support these systems

There is a significant shortage of Health and Human Services (HHS) workers to manage the programs and services that assist with addressing homelessness in California. In addition to identifying ways to support and build this workforce, new classifications that leverage lived experience and support housing navigation are also needed. To further strengthen and stabilize this system, federal funding should be obtained for many of these critical activities.

- Recruit, train and retain a robust HHS workforce and consider new certifications for workers in housing and other fields.
- Leverage additional federal funding for outreach and rapid response.
- Expand training and quality improvement incentives for law enforcement and probation responding to unhoused individuals.

M ITIGATION



Strengthen safety net programs

Counties run or administer most health and human services programs on behalf of the state. These programs serve as the safety net in California, and we must strengthen these programs to prevent individuals from becoming homeless.

- Provide adequate funding for county administration of safety net programs to ensure eligible individuals can be enrolled and receive the services they need timely.
- Increase the availability of and access to programs and services that provide screening, treatment, and recovery services for substance use disorder.
- Increase flexibility for county behavioral health funding to maximize federal Medi-Cal funds and expand the reach of county behavioral health investments for the unsheltered population.

E CONOMIC OPPORTUNITY



Create employment and education pathways, as well as supports for basic needs

Specialized education and career programs and services are needed to support the economic opportunity and long-term self-sufficiency of those who are formerly homeless or at risk of experiencing homelessness, including justice-involved individuals, veterans, older Californians, and former foster youth.

- Update local workforce development and investment boards to address employment for unhoused populations and work with California Community Colleges to develop programs that support the formerly unhoused.
- Increase accessible programs for justice-involved individuals to receive training and overcome employment barriers.
- Continue and expand efforts to assist more qualifying aged, blind, and disabled persons to obtain SSI/SSP benefits and expand subsidized housing placements for these populations.

3/10/23

FOR MORE INFORMATION, CONTACT:

Danielle Bradley
CSAC Legislative Analyst for Health, Human Services and Homelessness
dbradley@counties.org

WWW.COUNTIES.ORG 
California State Association of Counties



County Executive Office

Memorandum

May 23, 2023

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

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com
, c=US
Date: 2023.05.23 15:58:04
+0700

RECEIVED
2023 MAY 31 AM 9:50
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS
S50C

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 6, 2023, Board Hearing.

Agency: Sheriff-Coroner
Subject: One Time Contract for Overhaul of Rescue Hoist
Districts: All Districts

Reason Item is Supplemental: Extended contract negotiations of terms and conditions with Goodrich Corporation, a part of Collins Aerospace, acting by and through its Hoist and Winch Business, (Collins) were necessary to ensure services needed for proper maintenance of the Huey Helicopter (Duke-6).

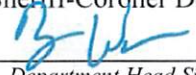
Justification: Approval of the one-time sole source purchase with Collins will allow the Sheriff-Coroner Department to overhaul the helicopter hoist and winch system to allow air rescue operations to continue to protect the health and safety of Orange County Residents. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: 
Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE: 06/06/2023
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner Department
DEPARTMENT HEAD REVIEW: 
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Andrew Stephens (714) 647-1833
Brent Jasper (714) 349-9118

RECEIVED
2023 MAY 31 AM 9:50
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

SUBJECT: One Time Contract for Overhaul of Rescue Hoist

CEO CONCUR



Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2023.05.23 15:58:29 -0700

CEO Signature

COUNTY COUNSEL REVIEW

Approve Agreement as to Form

Action

County Counsel Signature

**CLERK OF THE BOARD
Discussion**

3 Votes Board Majority

Budgeted: Yes **Current Year Cost:** \$66,000 **Annual Cost:** N/A

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

Current Fiscal Year Revenue: N/A

Funding Source: GF: 100%

County Audit in last 3 years No

Levine Act Review Completed: Yes

Prior Board Action: N/A

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or Deputized designee to execute the one-time sole source contract with Goodrich Corporation, a part of Collins Aerospace, acting by and through its Hoist and Winch Business, for helicopter hoist overhaul services in the amount of \$66,000, effective upon Board approval

SUMMARY:

Approval of the one-time sole source purchase with Goodrich Corporation, a part of Collins Aerospace, acting by and through its Hoist and Winch Business ("Collins"), effective upon Board approval, will allow the Sheriff-Coroner Department to overhaul the helicopter hoist and winch system to allow air rescue operations to continue to protect the health and safety of Orange County residents.

BACKGROUND INFORMATION:

The Sheriff-Coroner Department (Sheriff), through its Aviation Support Unit, provides airborne law enforcement services through the use of three Airbus helicopters and two Bell helicopters. In addition to regular patrol functions, the helicopters are used for firefighting support, search and rescue operations in

the Cleveland National Forest and off the Pacific Coast and as an aerial platform for Special Weapons and Tactics personnel. The helicopters are also the lead airborne law enforcement resource for the County in support of disaster relief and homeland security. The helicopters allow the Sheriff to provide airborne support and assistance to areas within the Sheriff's jurisdiction, plus other federal, state, county and city entities during mutual aid situations, including transport of emergency personnel and handling official business in support of County goals and objectives. The Sheriff's helicopters participate in joint operations with the Orange County Fire Authority and provide contracted services to the California Department of Forestry and Fire Protection, the U.S. Forest Service and the City of Santa Ana.

Sheriff requires a complete overhaul of the helicopter hoist to allow the continuance of its mission of search and rescue. The hoist requires overhaul every few years to keep it working well and with current equipment to ensure the safety of the rescue crew.

Contractor performance has been confirmed as at least satisfactory. Sheriff has verified that there are no concerns that must be addressed with respect to contractor's ownership/name, litigation status or conflicts with County interests. This contract does not currently include subcontractors or pass through to other providers. See Attachment C for the Contract Summary Form.

Sheriff now requests Board approval as Collins did not accept the County's standard terms and conditions. The contractor's terms and conditions will supersede the County's standard terms and conditions. County Risk Management has reviewed the non-standard Indemnification and Limitation of Liability contract provisions and has provided approval on the attached risk assessment form (Attachment B).

The proposed contract is a sole source contract. Due to the proprietary nature of the rescue hoist manufactured by Collins, inside the United States (U.S) there are only two facilities that can overhaul a Category (CAT) I hoist, both facilities are Collins facilities. In order for an entity to perform an overhaul, the manufacturer must certify them. If the manufacturer does not certify an entity, they cannot provide Federal Aviation Administration (FAA) form 8130-3. The 8130-3 form is a FAA-required document that is primarily used to verify parts and components within the global aviation system. Under the FAA Code of Federal Regulations (CFR), the 8130-3 form is required as an airworthiness certificate, certifying that an aircraft part is in good enough condition to operate safely within the U.S. Through the normal County vetting process, the purchase of the hoist overhaul service has been deemed a sole source due to its unique and proprietary nature. The Orange County Preference Policy is not applicable to this sole source contract award.

This contract is submitted for Board approval less than 30 days prior to the effective date due to extended negotiations of the terms and conditions and because there is an immediate need for the services to be provided.

Sheriff now requests authorization for the County Procurement Officer or Deputized designee to execute Contract PO-060-23010118 with Collins for the one-time purchase of one Overhaul of Rescue Hoist in the amount of \$66,000.

FINANCIAL IMPACT:

Appropriations for this one-time purchase are included in the Sheriff-Coroner's FY 2022-23 Budget for Budget Control 060.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract with Collins

Attachment B - Risk Assessment Form

Attachment C – Contract Summary Form

COLLINS AEROSPACE SYSTEMS OVERRIDING TERMS AND CONDITIONS OF SALE HOIST & WINCH

1. Purpose

These overriding terms of sale (these "Terms") shall be effective as of date of final signature below. These Terms shall apply to PO-060-23010118 placed by Customer for purchases from Goodrich Corporation, a part of Collins Aerospace, acting by and through its Hoist and Winch business ("Collins" or "Seller") of any Product, and the constituent spare parts of such Products (collectively "Parts"), to repair rescue hoist. Customer or Collins may be referred to as the "Party" or the "Parties," respectively.

2. Applicability

These Terms shall apply to PO-060-23010118 issued by Customer. The terms and conditions set forth in this document ("Contract") will take precedence over all other terms submitted by Customer's Purchase Order ("Purchase Order") unless otherwise agreed to in writing. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Customer unless authorized by Customer in writing.

3. Placement of Orders

- A. The preferred method of order placement with Collins is through the Internet website www.customers.utcaerospacesystems.com or SPEC2000. Alternative methods, such as letter, fax, or other transmitted written instrument, will be accepted per the terms of sale included herein, and may be subject to a separate manual order processing fee of \$50 for each order received. All manual orders should specify the order number, Part number, keyword, quantity, name and address of Customer and individual placing the order, Bill-To-address, shipping instructions (delivery address, preferred carrier, special billing instructions), and Collins price, if available.
- B. All orders, whether electronic or manual, are governed by these Terms and Customer is hereby notified of Collins objection to and rejection of any additional or different terms contained in Customer's request for quotation, order, or other forms. Additional or different terms shall not apply without prior written approval from an authorized representative of Collins. Customer may obtain copies of these Terms online in the Document Library available at www.customers.utcaerospacesystems.com or by contacting a Collins customer service representative (CSR), if not previously provided. Customer is deemed to have accepted these Terms when it requests a quotation from Collins, issues a Purchase Order, or when Collins commences work, whichever occurs first.
- C. The Scope of Work that Collins may perform pursuant to this Contract is attached to and incorporated herein (Attachment A).

4. Price and Availability

- A. Unless otherwise agreed to in writing, prices for spare Parts shall be those prices displayed to customer upon logging into the business unit website or, if no log-in is provided, those prices contained in the applicable spare Parts Catalog effective at the time of the order placement (collectively "Current Catalog"). All prices are in U.S. dollars.
- B. Expedited or delayed delivery requests outside the normal reorder lead time may be subject to expedite or delay fees.
- C. Notwithstanding the prices set forth in the Current Catalog, the minimum price for the Parts ordered by Customer on any one (1) purchase order shall be \$500.00. The "Sold in Min. Qty." column in the Current Catalog can be used as a reference.
- D. Prices and delivery for spare Parts not listed in the Current Catalog shall be quoted on an individual basis upon receipt of inquiry pursuant to the Quotations Section below.

- E. To provide Customers with a broader selection of products, the Current Catalog may, from time to time, contain non-stock Parts, such as out-of-production components and residual Parts. The price and lead -time of these Parts are subject to availability and when such Parts are depleted they may not be available for order. However, when this occurs, a compatible configuration interchangeable Part may be substituted. Parts availability is not guaranteed.
- F. Upon request, Collins Sites will provide price and delivery quotations for spare Parts not listed in the Current Catalog. Such quotations are valid for 90 calendar days or until the end of the calendar year, whichever occurs first, unless stated otherwise in the quote. Standard response time for requests for quotation is ten (10) calendar days. Expedited response time is twenty-four (24) hours.
- G. Requests for piece part quotes can be submitted through use of www.customers.utcaerospacesystems.com
- H. Prices for service and repair are set forth in the Scope of Work (Attachment A). Order(s) placed through this Contract to perform the Scope of Work shall not exceed \$63,000.

5. Delivery & Title

- A. The shipment of parts contained in the Current Catalog is normally accomplished within published lead-time after receipt of order. Collins shall provide the parts at its option from any Collins designated location depending on inventory availability at the time of the order shipment. Unpublished Parts shall be provided pursuant to quoted lead-time dates.
- B. Expedited or delayed delivery requests outside the normal reorder lead time may be subject to expedite or delay fees. If Collins prepays transportation charges, Customer shall reimburse Collins upon Customer's receipt of an invoice for such charges.
- C. US Domestic Transactions are quoted EXW Seller's premises (Incoterms 2020). International Shipments are delivered FCA Seller's premises (Incoterms 2020). Title and risk of loss shall pass to Customer when Seller makes goods available to Customer at Seller's facility. Risk of loss also shall be transferred to Customer if shipment or collection is refused due to Customer's act or omission. For the avoidance of doubt, when Collins provides the parts from non U.S. locations the Title Transfer Point (TTP) will be the Seller's facility.

For all transactions requiring U.S. export documentation, the goods shall be delivered in accordance with Incoterm 2020 principles established by the Seller below:

Title to and risk of loss of such goods sold by Seller shall pass to Customer upon their delivery (Title Transfer Point), which shall occur at Seller's premises or at an international airport in Seller's country; Seller (or, as Seller may determine, its supplier) shall be exporter of record and shall be responsible for maintaining any export documentation required for shipment out of the United States, unless otherwise agreed upon by the Parties;

Customer shall be responsible for any import documentation and/or customs duties required for importation into the destination country;

Seller and Customer shall provide any necessary information to each other to accomplish the foregoing; and

Seller shall coordinate with Customer's designated freight forwarder, carrier, or courier in order to effect shipment from Seller's facility. Customer shall be responsible for any freight charges.

- D. Collins reserves the right to quote additional charges for any special routing, packing, labeling, handling or insurance requested by Customer.
- E. Parts delivered from Collins facilities are inspected and certified by Collins Quality Assurance prior to shipment. A Certificate of Conformity statement is included on the Collins Pack sheet in the lower right hand corner of the pack sheet. Airworthiness documentation forms (EASA Form 1 or FAA 8130) are also provided as required by regulation for export purposes. Original manufacturing Certificate of Conformity will not be provided for Standard Aerospace Hardware.

6. Customer Inspection

- A. Not later than fifteen (15) days from the delivery date, Customer shall notify Collins in writing upon receipt of Parts of all discoverable defects, including quantity shortages, incorrect product and visible defects.
- B. In the event Customer fails to inspect the Parts or does not present a rejection notice to Collins in writing within fifteen (15) days of the delivery date, the Parts shall be deemed accepted. At that time, Customer's only recourse or remedy for non-conforming or defective Parts shall be as provided in the warranty section of these Terms.
- C. Customer agrees to notify Collins in advance of any return of Parts. No return of Parts will be accepted by Collins without Collins' prior authorization, pursuant to the "Return of Parts" Section herein.

7. Return of Parts

To ensure accurate return and restocking, Customer must obtain from the customer service team at hoistwinchcs@collins.com, an agreement on the return of the parts and a Return Material Authorization ("RMA") document prior to the return shipment of parts. The CSR will provide such RMA to Customer. Returned Parts must be in original manufacturer's shipping cartons complete with all packing materials and certification documents unless otherwise expressly agreed to by Collins. Based on the agreement of return and details of the RMA, a minimum restocking fee of \$500 or 10% of retail value (whichever is greater) may be applied.

8. Taxes

- A. For the purposes of these Terms, taxes shall include, but not be limited to, sales taxes; use taxes; withholding taxes; value added taxes; goods and services taxes; stamp taxes; excise taxes; gross receipts taxes; transfer taxes; profits taxes; turnover taxes; port dues; import, export and custom duties; and any related penalties and interest or other similar taxes ("Taxes").
- B. All prices provided pursuant to these Terms shall be exclusive of Taxes.
- C. Customer shall pay the cost of Taxes which Collins is required by applicable law to charge to Customer as a result of the transactions contemplated by these Terms, unless Customer shall have timely provided to Collins a valid and properly completed exemption certificate certifying that Customer is not subject to such Taxes.
- D. Collins shall have no liability for any Taxes, whether imposed on Collins or Customer, in connection with the performance by Collins of its obligations under this Agreement other than, for the avoidance of doubt, Taxes imposed on Collins' net income.
- E. In the event any amounts described in iv. above (other than, for the avoidance of doubt, Taxes imposed on Collins' net income) are imposed on Collins, Customer shall reimburse Collins for such amounts within 15 days of written request.
- F. All payments shall be made without deduction or withholding. In the event that Customer is required by any law to make any deduction or withholding from any amount payable to Collins, then the amount payable to Collins shall be increased such that after all deductions and withholdings, the amount paid to Collins shall be equal to the amount to which Collins would have been entitled under these Terms had no deduction or withholding been required.
- G. Any amounts withheld by Customer shall be timely remitted to the relevant authority as required by law. Customer shall promptly provide Collins with an official receipt or certificate in respect of the payment of such amounts.
- H. Both Parties agree to co-operate to eliminate or reduce any applicable taxes, duties, interests, penalties or similar charges which may be payable by either Party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either Party becomes subject to additional taxes, duties or similar charges which increases their financial liability during the term of any order, both Parties will negotiate in good faith to attempt to reduce or eliminate such additional taxes, duties and similar charges. This is provided that neither Party

need take any steps, which in its reasonable opinion and acting in good faith would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).

9. Abandonment

Any repaired asset remaining in the possession of Seller for more than ninety (90) days following the notification date provided by Seller advising Buyer that the repaired asset is ready for shipment, because of the Buyer's failure to direct shipment or reclaim such asset, shall constitute abandonment of each such asset and shall entitle Seller to take title and either dispose or retain as its own property, at its own discretion.

10. Payment

- A. Prices in the then Current Catalog and Attachment A are stated in United States currency. Collins is not responsible for typographical errors or omissions relating to pricing. Collins reserves the right to correct any inaccurate invoices or errors in the then Current Catalog prices.
- B. For those Customers with Net 30 payment terms, payment, in United States dollars, is due on parts shipped net thirty (30) days from date of invoice (the "Due Date"). Payments should be made by Electronic Funds Transfer (EFT), with applicable fees borne by the Customer, per the instructions on the invoice. Collins reserves the right to modify or withdraw credit terms at any time without notice, and to require guarantees, security, or payment in advance for the amount of the order involved. Collins does not ship on a "Cash on Delivery" (COD) basis.
- C. If any amount due to Collins remains unpaid after the date on which it is payable (the Due Date), Collins may, upon written notice to Customer, withhold future shipments until all delinquent amounts and late interest, if any, are paid. If delinquent amounts remain unpaid 30 calendar days after such written notice, then Collins may at its option: (1) declare Customer's performance in breach and terminate the Purchase Order; (2) withhold performance including, but not limited to, future shipments until all delinquent amounts and late interest, if any, are paid; (3) deliver future shipments on a cash with Purchase Order or cash in advance basis; (4) charge storage or inventory carrying fees on Products; (5) recover all costs of collection including, without limitation, reasonable attorneys' fees; (6) if Customer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (7) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are cumulative and in addition to all other rights and remedies available at law or in equity.
- D. Customers requesting a hard copy invoice will be charged a \$50.00 processing fee. Customer shall pay Collins invoices in accordance with these Terms.
- E. Collins business unit specific payment remit information is specified on the applicable invoice.

11. No Set-Off or Deduction

- A. Money due from Customer is not subject to deduction, withholding or set off by reason of any claim of Customer arising out of this Purchase Order, sale, or any other transaction with Collins, its parents, affiliates, subsidiaries or other divisions or units.
- B. If Customer is required by any law to make any deduction or withholding from any amount payable to Collins, then the amount payable to Collins will be increased such that after all deductions and withholdings, the amount paid to Collins is equal to the amount to which Collins would have been entitled under these Terms had no deduction or withholding been required

12. Credit Policy

- A. Customers wishing to establish a line-of-credit or existing Customers wishing to revise their credit limits should contact their assigned Collins CSR. In the absence of approved credit, or other prior arrangements, the applicable payment terms will be Cash In Advance ("CIA") of shipment. Collins does not ship on a "Cash on Delivery" ("COD") basis. Purchase Orders on CIA or credit hold status are subject to standard lead times beginning once payment is made or once the account is reconciled.

- B. Collins may change Customer's payment terms if there is an adverse change in the financial condition of Customer or repeated non-compliance with terms herein, to assess late payment charges on accounts which are not timely paid, and to collect reimbursement from Customer for legal and collection agency fees incurred to collect unpaid invoices. If any non-disputed portion of an invoice is delinquent by more than thirty (30) days, Collins may suspend shipments Product(s) until Customer's outstanding invoice balances are paid in full. The above rights and remedies are cumulative and in addition to all other rights and remedies available at law or in equity.
- C. Any invoice submitted by Collins is final unless Customer has notified Collins in writing (a "Notice of Disagreement") within thirty (30) calendar days of the invoice date or of discovering incorrect billings, but no later than one hundred and eighty (180) calendar days from the date of billing, of a disagreement with respect to all or a portion of any invoice. Such Notice of Disagreement shall specify the dollar amount of the disagreement (the "Disputed Amount") and identify in reasonable detail the basis for Customer's good faith determination that the invoice amount is incorrect. Customer shall pay when due all amounts other than Disputed Amounts as to which the Notice of Disagreement has been received by Collins within thirty (30) calendar days of the invoice date.
- D. For credit related questions contact:
Financial Shared Services
Email: grcredit@collins.com

13. Lead Times

- A. Lead times are posted in the then Current Catalog and are provided for logistic planning purposes and may be subject to change due to raw material availability, color sensitivity and/ or production availability. Current Catalog lead times may also be subject to reasonable quantities and prior sales. Please contact Collins CSR for specific Product lead times and availability of out-of-production Products.
- B. Lead times, noted in Days, are consistent with ATA inventory policies as defined in the World Airline Suppliers Guide. Collins maintains reasonable shelf stock quantities for these items based on normal airline overhaul/maintenance requirements, past order history, and current forecasts. Requests in excess of these historical values and items not listed in this catalog will require specific delivery schedules.
- C. Collins's published and quoted lead times begin after Acceptance of Order (ACO) and end when the material is shipped from Collins's facility. Transportation time is not included in Collins's lead time provisions.
- D. Unusual Requirements (Including Provisioning)
- E. This category applies to initial provisioning of units for new aircraft, retrofit, and newly acquired used aircraft and any increase in units required as a change in operations. Lead times for the provisioning units and unusual requirements outside of normal maintenance quantities are twelve (12) months ARO.

14. Cancellation

- A. Except as provided herein, no Proposal or Purchase Order which has been accepted by Collins may be cancelled or rescheduled by the Customer without prior written agreement by both Parties. Should Collins agree to cancel or reschedule the Purchase Order, Customer will be liable for any costs and loss of profits incurred by Collins, at a minimum charge of \$250 or 15% of list price (whichever is greater), and up to a maximum of 100% of the Purchase Order value. Such costs will be paid by the Customer as liquidated damages and not as a penalty. Collins will attempt to find alternative uses whenever possible for products or materials rendered excess by a Customer's termination, limiting the Customer's liability to those costs which cannot otherwise be recovered. Furthermore, remedies in this provision are not exclusive and are in addition to any other rights or remedies the Seller may have at law or in equity.
- B. Stock Products returned to Collins at the request of the Customer, for reasons other than warranty, configuration, or shipping error, are subject to prior approval by Collins and inspection upon receipt at Collins. Upon return agreement, a minimum restocking fee of \$500 or 10% of list price (whichever is greater) will be applied prior to the return of Products through a Collins authorized and issued Return Material Authorization ("RMA").

15. Excusable Delay

- A. Collins shall not be in default by reason of any failure in performance of any order if such failure arises out of causes beyond the control of and without the fault or negligence of Collins including but not restricted to:
 - i. (i) an act of God, act of Government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargo, unusually severe weather, riot, war, acts of terrorism or any other event which constitutes a superior force; (ii) interferes with the performance of Collins' obligations; and (iii) the effects of which could not reasonably have been avoided by Collins.
 - ii. In addition to the events described in paragraph (A), a delay caused by the default of a subcontractor of Collins shall constitute an Excusable Delay if the event causing the default of such subcontractor is an event which meets the criteria set out in paragraph (A) and such delay has not been caused by Collins, unless the subcontracted supplies or services were obtainable at reasonable prices on commercially reasonable terms from other sources in sufficient time for Collins to meet the required delivery schedule.
- B. In the event of an Excusable Delay, any affected delivery date shall be postponed for such period as is reasonably necessary to offset the effects of the Excusable Delay. No adjustment will be made to price under any order; adjustment to the delivery schedule is the exclusive remedy of Collins for an Excusable Delay.

16. Compliance with Export Statutes and Regulations

If the spare Parts are intended for export or re-export outside the United States, the following additional provision shall apply:

- A. In performing the obligations of this contract, both Parties will comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ("Items") or services, including without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), Foreign Assets Control Regulations (as administered and enforced by the Treasury Department's Office of Foreign Assets Control), U.S. Customs Regulations, Foreign Trade Statistics Regulations (U.S. Census Bureau) and Bureau of Alcohol, Tobacco, Firearms and Explosives Regulations (U.S. Justice Dept.) (collectively, "Export Control Laws and Regulations"). Customer agrees that it will take measures to ensure that any goods or technical data received from Collins are not modified for or diverted for any use contrary to United States law, including any military application.
- B. The Party conducting the export shall be responsible for obtaining the required authorizations for the applicable export, although Collins shall have the sole authority to make or have made any required submissions to the United States Customs Bureau to the extent that it is the U.S. Principal Party in Interest in the export. The Party conducting the re-export/re-transfer shall be responsible for obtaining the required authorizations. Each Party shall reasonably cooperate and exercise reasonable efforts to support the other Party in obtaining the necessary licenses or authorizations required to perform its obligations under any order. Neither Party guarantees the issuance or continuation in effect of such authorizations and shall have no liability in such event. If the relevant goods or technical data are subject to a license or other governmental approval specifically identifying Customer as the end - user thereof, Customer will not, directly or indirectly, export, re-export, transfer or re-transfer such goods or technical data received from Collins to any destination without Collins' prior written approval unless specifically permitted pursuant to such license or approval. Customer shall indemnify and hold harmless Collins from any and all liability or other consequences arising as a result of a breach of clauses (A) or (B).
- C. The Party providing any Items in connection with any order shall, upon request, notify the other Party of the Items' Export Control Classification Numbers ("ECCNs") as well as the ECCNs of any components or parts thereof if they are different from the ECCN of the Item at issue. Customer shall be responsible for complying with all applicable export laws, including U.S. laws governing the export, re-export, transfer and re-transfer of U.S. origin items.
- D. Items received in Violation of Export Laws: In the event that Collins receives an Item from Customer that, whether or not through Customer's fault, is in non-compliance with economic trade sanctions, International Traffic in Arms

Regulations (ITAR) or U.S. Export Administration Regulations (EAR), Collins reserves the right to retain possession of such property ("quarantine"). Collins shall have no responsibility or liability for, and Customer shall indemnify and hold Collins harmless against, any losses, claims, or damages incurred by Customer or any third party resulting from Collins' quarantine of such unit.

- E. For shipments of Parts that are deemed "routed export transactions," as that term is defined under the U.S. Foreign Trade Regulations (15 C.F.R. § 30.1) ("FTR"), Collins is the U.S. Principal Party in Interest ("USPPI") and Customer is the Foreign Principal Party in Interest ("FPPI") as defined by the FTR.
 - i. Pursuant to 15 C.F.R. §30.3(e), Customer authorizes Collins to act as Customer's true and lawful agent for purposes of preparing and filing Electronic Export Information ("EEI") in the Automated Export System ("AES") in accordance with the laws and regulations of the United States, providing the Part (A) ships directly from a Collins' facility in the United States to Customer's facility outside the United States, and (B) requires Collins utilize Customer's account number to pay for all associated shipping / export costs, and (C) ships via DHL Express, FedEx Express, or UPS Worldwide Express.
 - ii. Pursuant to 15 C.F.R. §30.3(e), if Customer authorizes its Freight Forwarder, Customer shall notify selected Freight Forwarder of its' obligation to act as Customer's true and lawful agent for purposes of preparing and filing Electronic Export Information ("EEI") in the Automated Export System ("AES"). In accordance with the laws and regulations of the United States, Collins will provide Customer's selected Freight Forwarder with the information required by 15 CFR § 30.3(e)(1) for preparing and filing Electronic Export Information ("EEI") in the Automated Export System ("AES").

17. Anti-Corruption Compliance

- A. Customer acknowledges that Collins conducts its business according to the highest ethical standards, seeks to avoid even the appearance of impropriety, and insists that its customers conduct their business in a similar manner. Customer further acknowledges that its compliance with this Section 17 independently provides material consideration for the Company to enter into this Agreement such that breach of this Section 17 will provide cause for immediate termination of this Agreement.
- B. Customer represents, warrants, and undertakes, as appropriate, that:
 - i. This Agreement and the relationship created hereby and Customer's activities hereunder do not and will not violate any laws related to bribery and/or corruption, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or other similar legislation applicable to Customer, or put Collins in breach of any such laws, and further warrants that Customer will duly observe at all times throughout the period of this Agreement all applicable laws and the terms of this Agreement.
 - ii. Neither Customer nor Customer's officers, directors, employees, or agents have made, or will offer to make any loan, gift, donation or other payment of anything of value, directly or indirectly, whether in cash or in kind, to or for the benefit of any officer or employee of a government agency, department, instrumentality, government-owned company, or public international organization, political candidate, political party or official thereof, or anyone acting in an official capacity for any of the foregoing (collectively, "Government Officials"), for purposes of influencing any act or decision by such person in his official capacity, inducing him to use his influence to affect, either by action or inaction, any act or decision of such government or securing any improper advantage to obtain or retain business.
 - iii. Collins shall have no responsibility or liability for, and Customer shall indemnify and hold Collins harmless against, any losses, claims, or damages incurred by Collins, Customer or any third party resulting from any breach of this Section 17 by Customer.

18. Governing Law

The laws of the State of California (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to these Terms, including, without limitation, its interpretation, construction, performance, and enforcement. The

United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, shall not apply.

19. Dispute Resolution

For Customers domiciled within the United States:

- A. Any legal action or proceeding arising out of or relating to these Terms or the transactions contemplated hereby shall be brought in the United States District Court for California or any court of the State of California and the Parties irrevocably consent to personal and exclusive jurisdiction and forum of, and agree to be bound by any judgment and orders rendered by, such courts.

20. Limitation of Liability

COLLINS' LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT, ORDER, OR OTHER TRANSACTION GOVERNED BY THESE TERMS AND CONDITIONS, EXCEPT AS SET FORTH BELOW, IS LIMITED TO THE CATALOGUE SALES PRICE OF THE PART GIVING RISE TO THE CLAIM. IN NO EVENT SHALL COLLINS BE LIABLE FOR ANY OBLIGATION OR LIABILITY FOR SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, OR INCIDENTAL DAMAGES, EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT LIMIT COLLINS' LIABILITY FOR DEATH OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF, RELATING TO, OR RESULTING FROM COLLINS' WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR WILLFUL VIOLATIONS OF LAW OR ATTORNEY'S FEES THAT THE COUNTY BECOMES ENTITLED TO RECOVER AS A PREVAILING PARTY IN ANY ACTION. COLLINS' LIABILITY FOR ANY LOSS OR DAMAGE FOR DEATH OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF, RELATING TO, OR RESULTING FROM WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR WILLFUL VIOLATIONS OF LAW ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT, ORDER, OR OTHER TRANSACTION GOVERNED BY THESE TERMS AND CONDITIONS IS LIMITED TO THE INSURANCE COVERAGE LIMITS SET FORTH IN PARAGRAPH 39.

If Customer is supplying Collins' Product(s) to a third party, Customer shall require the third party to agree to be bound by this Section 20. If Customer does not obtain these Terms for Collins' benefit, Customer shall indemnify, defend, and hold Collins harmless from and against all claims made by the third party in excess of the limitations and exclusions contained in this Section 20.

21. Warranty

- A. Seller warrants that the Goods furnished under this agreement will, at the time of delivery, be free from defects in material and workmanship, and will conform substantially to the specifications, if any. The warranty period shall be thirty-six months (36) for new Rescue Hoist Systems or new individual Hoists and twelve (12) months on Winches, Spares, Cables, repairs and overhauls, or remainder of warranty, whichever is greater, from the date of shipment by Seller. Seller's obligation under this warranty is limited to, at Seller's option, repairing or replacing any Goods which fail to conform to the foregoing warranty. Seller's liability is conditioned upon Buyer giving written notice to Seller of any defect covered by this warranty within thirty (30) calendar days of the appearance of such defect but in no event later than one year from the date of delivery of the Goods to Buyer. Seller's obligation hereunder is further conditioned upon return of the defective Goods to Seller within such period. Buyer is responsible for transportation costs, including taxes, duties or license as applicable, to return unit to Seller with a RMA. Seller is responsible for transportation costs for the return shipment to Buyer. International shipments of Goods shall be delivered FCA, Seller's premises (FCA, Incoterms® 2020). Domestic shipments of Goods shall be EXW, Seller's premises (EXW, Incoterms® 2020).
- B. Warranty Exclusions

Seller's warranty does not extend to any Goods which i) have been subjected to misuse, neglect, accident, improper, unintended or non-conforming installations; or ii) are used for purposes not included or not in accordance with Seller's prescribed operational maintenance procedures and instructions; or iii) which have been repaired or altered by Buyer or persons other than Seller (except as otherwise authorized by Seller) using practices that do not conform with Seller's prescribed maintenance and repair procedures; or iv) which have been damaged by secondary causes which are inconsistent with applicable product specifications, including but not limited to, improper voltages, adverse or extreme environmental conditions, improper signals, or products which have had their serial number or any part thereof altered, defaced, or removed.

C. Repair and Warranty Process

- i. Contact the Customer Account Management Team at hoistwinchcs@collins.com for information on how to seek repair and warranty claim services from the OE factory.
- ii. The minimum fee for test/inspection and evaluation associated with non-warranty repairs shall be the then current catalog price.

22. Indemnity for Patent and Copyright Infringement

- A. Collins shall defend or at its option settle any claim, suit, or proceeding ("Claims") brought against Customer based on an allegation that the Parts provided by Collins under any order directly infringe a valid United States patent or copyright, and Collins shall indemnify Customer against any direct loss, damage or liability incurred by Customer and awarded by a court or through negotiated settlement (approved by the Parties, whose approval shall not be unreasonably withheld) as a result of such Claim, provided that Customer: (i) promptly notifies Collins in writing of the Claim; and (ii) provides exclusive authority and reasonable information and assistance to Collins for the defense and/or settlement thereof, provided, however, that Collins shall not, without Customer's consent (which shall not be unreasonably conditioned, withheld or delayed), agree to any settlement which makes any admission on behalf of Customer, finds Customer liable or at fault, imposes a monetary judgment against Customer, or enjoins Customer.
- B. In the event of a final adjudication by a court of competent jurisdiction that the Parts infringe such patent or copyright, and the use or sale thereof is enjoined (or in Collins' reasonable opinion, the use or sale is likely to be enjoined), Collins shall, at its option, either: (i) obtain for Customer the right to continue using the allegedly infringing Part(s); (ii) replace the Part(s) with non-infringing Part(s); (iii) modify the Part(s) so they become non-infringing; or (iv) refund to Customer a pro-rata portion of the purchase price for the Part(s).
- C. Collins has no liability for any Claim based upon: (i) infringement by Part(s) provided according to a design, specification, or instruction provided or requested by Customer; (ii) infringement based upon the combination, operation or use of the Part(s) with other products not supplied by Collins, wherein the infringement would not have occurred but for such combination, operation or use; or (iii) infringement resulting from changes made to the Part(s) without Collins' prior written consent.
- D. THIS CLAUSE STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS INVOLVING INTELLECTUAL PROPERTY INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED.

23. Confidential Information and Publicity

The information contained in these Terms and any goods, services, technical data, or other information furnished hereunder are commercial in nature and considered proprietary and business -sensitive to Collins ("Confidential Information"). To the extent permitted by federal or state law, regulations, or orders ("law"). Customer shall preserve and protect Confidential Information using the same degree of care it uses to protect its own confidential information but in no event less than a reasonable degree of care. However, Customer is not required to incur costs in protecting Confidential Information from disclosure, nor shall it be liable for disclosing Confidential Information as required by law. Customer shall disclose such information to its employees who have a need to know in connection with fulfilling Customer's

obligations under these Terms. Customer shall ensure its employees are aware of and subject to the confidentiality obligations contained in this Section.

- A. Customer may make only that number of copies of Confidential Information as are necessary to fulfill its obligations under these Terms. All copies made shall reproduce any and all restrictive legends on the original.
- B. Unless otherwise agreed in writing between the Parties, Customer shall not use or disclose Confidential Information, in whole or in part, to: (i) to manufacture itself or to enable the manufacture by any third party of any spare Part, products similar thereto, or products derived therefrom; (ii) decompile, disassemble, decode, reproduce, redesign, or reverse engineer any spare Part or any components thereof (including software and other electronic files); (iii) design a new product that is similar or identical to a spare Part; (iv) compare a spare Part design with another product design; (v) obtain Parts Manufacturing Approval ("PMA") from the FAA or any foreign equivalent to the FAA on a product that competes in any way with a spare Part; (vi) obtain any approval (including approval from a Designated Engineering Representative ("DER") or foreign equivalent, or other government agency) to manufacture any product or perform any services, including maintenance, repair or overhaul services.
- C. Nothing in these Terms or in any Order grants or confers any rights to Customer in any Collins invention, patent, copyright, trademark, mask work, know-how or trade secret.
- D. As directed by Collins, Customer shall, within thirty (30) calendar days after the termination or expiration of these Terms, (a) return to Collins all Confidential Information, including all copies, or (b) destroy all Confidential Information and provide written confirmation of such destruction to Collins.
- E. These Terms do not confer any right to use any name, trademark or other designation of either Party in any advertising, publicity or marketing activities. Neither Party will issue press releases, advertising, sales promotions or other publicity documents or information referring to the other Party, without the prior written consent of the other Party.

24. Intellectual Property Rights

- A. "Intellectual Property" shall include but is not limited to: all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions. "Background Intellectual Property" shall mean all Intellectual Property other than Foreground Intellectual Property. "Foreground Intellectual Property" shall mean all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with these Terms.
- B. Each Party retains its existing rights in Background Intellectual Property. Unless expressly stated otherwise in these Terms, Collins shall own all Foreground Intellectual Property. For the avoidance of doubt non-recurring charges (NRC) paid by Customer does not change the ownership of the Intellectual Property stated herein.
- C. The Product(s) are based on technology developed solely by Collins, and Collins retains ownership of all Intellectual Property rights in its Product(s). No rights, title, interest or licenses in Collins' Intellectual Property are granted to Customer under these Terms. Customer shall not use Collins's Intellectual Property for any purpose not authorized by these Terms, including, without limitation, to design, manufacture, repair or overhaul products, or parts therefor, to reverse engineer such products or parts, to compare such products or parts to those other than Collins, or to design products or parts similar to Collins's or to obtain FAA Parts Manufacturer Approval or other governmental approval to manufacture such products or parts, without Collins's express prior written consent.
- D. Copyright. Collins electronic firmware assemblies contain computer programs which are protected by the intellectual property laws such as but not limited to copyright. Except as expressly stated herein, all rights in and to such intellectual property are reserved within the United States of America and other countries. Such computer programs may not be reproduced, in whole or in part, in any form, without prior written authorization from Seller.

Collins warranties shall not apply to any unauthorized copies and any unauthorized copying shall free Collins from all liabilities from use of the unauthorized copies.

- E. **Software License.** All computer software provided to Customer under these Standard Terms and Conditions is Collins's intellectual property, such as but not limited to copyright or a work of authorship. The software is not sold but licensed and therefore Collins grants to Customer, and Customer hereby accepts a limited, nonexclusive, non-transferable non-assignable license to use the software provided hereunder i) in the course of the normal operation in or with Collins goods which are installed, or are intended to be installed, on aircraft, ii) in the analysis or the formatting of reports using data from such Collins products, or iii) on goods that are used to test, maintain, download or process information compiled by Collins goods. Making copies of software is strictly prohibited. The software may not be sub-licensed, transferred or loaned to any other party, except that Customer may transfer the software in conjunction with the resale of any equipment in which the software is installed or with which it is used. Customer may not, either itself or with the assistance of others, make modifications to the software, reverse engineering the software or perform any operation on software to recover any portion of the program listing, object code or source code or any information contained therein. This software license is effective as of the date of first delivery hereunder and shall continue until terminated by Customer upon thirty (30) days prior written notice to Collins, provided Customer ceases using and either returns or destroys Collins software: or, by Collins if Customer does not comply with any of the terms and conditions of this software license and Customer fails to remedy such failure within thirty (30) days after having received notice from Collins of such failure.

25. Anti-Boycott Compliance

Collins complies with all U.S. laws directed against foreign restrictive trade practices or boycotts as embodied in the Export Administration Act of 1979 (as amended), the Tax Reform Act of 1976 and all regulations and guidelines issued hereunder. Accordingly, to the extent that any Customer orders or other documents contain prohibited provisions, Collins takes specific exception and objects to these provisions which are not in compliance with the referenced laws and regulations.

26. Government Regulations

Collins's performance is subject to all applicable U.S. Government laws and regulations and the Government laws and regulations of the place of manufacture and/or point of distribution. Nothing set forth herein or in any resulting purchase order shall require any performance on the part of Collins which cannot be lawfully done pursuant to said laws and regulations.

27. Privacy

Customer shall comply with all applicable national, federal, state, provincial, and local laws, ordinances, rules, and regulations applicable to the Parties' performance under these Terms.

- A. **Privacy.** The Products and/or services being provided may result in the collection of Personal Information. Both Parties will comply with applicable data privacy laws as they pertain to personal information processed in connection with activity under these Terms.
- B. "Personal Information" shall mean information and data exchanged under this agreement related to an identifiable natural person.
- C. Any Personal Information contained within Collins products or services shall be owned by Collins. Customer shall be the controller of the Personal Information prior to submission to Collins and shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law.
- D. With respect to any Personal Information provided by Customer to Collins, Customer warrants that it has the legal right to share such Personal Information with Collins.
- E. "Controller" shall mean the party that determines the purposes and means of processing Personal Information.

- F. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing.
- G. Once Customer has provided Personal Information to Collins, Customer and Collins shall become co-Controllers.
- H. Collins may share Personal Information with service providers in accordance with applicable data privacy laws. Collins may store Personal Information provided by Customer on servers located and accessible globally by UTC entities and their services providers.

The Parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each Party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The Party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either Party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said Party shall take reasonable commercial steps to immediately notify the other Party.

28. Insolvency

To the extent permitted by law, either Party may immediately terminate these Terms upon prior written notice to the other Party in the event of (i) an assignment for the benefit of creditors by the other Party or the voluntary appointment (at the request of the other Party or with the consent of the other Party) of a receiver, custodian, liquidator or trust in bankruptcy of the other Party's property or the filing by the other Party of a petition in liquidator or trust in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of the other Party's property, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof. Collins has the right to demand adequate assurance from Customer of Customer's ability to pay for goods and/or services purchased. In the event Customer is unable to or unwilling to provide such adequate assurance, Collins may suspend or terminate operations hereunder. Collins's right to adequate assurance from Customer shall not be affected by Customer's filing for bankruptcy, rehabilitation, insolvency, receivership, reorganization, dissolution, liquidation, trusteeship or similar proceeding.

29. Language

These Terms are formulated in the English language. All communications, notices and documentation regarding the execution of these Terms shall be in English.

30. Headings; Rules of Interpretation and Construction

The headings, subheadings and numbering of the different paragraphs of the terms of these Terms are inserted for convenience of reference only and are not to be taken as part of these Terms, or to control or affect the meaning, construction or interpretation of these Terms. Words importing the singular shall include the plural and vice versa. The masculine, feminine, and neuter genders will each be considered to include the other.

31. Severability

If any provision of these Terms is determined to be illegal, invalid, or unenforceable by an arbitrator or court of competent jurisdiction, then the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such illegal, invalid, or unenforceable provision, the Parties shall add one or more provisions as similar in substance as may be legal, valid and enforceable under applicable law.

32. Survivability

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of a Purchase Order, including but not limited to Limitations of Liability, Warranties, Payment, and Confidentiality, survive the expiration or termination of such order or Agreement.

33. Modifications

Any proposed modification will be evidenced by a written work change request submitted by Customer and must be agreed to in writing by Collins. If, in Collins's discretion, the proposed modifications would cause a material increase or decrease in the cost of, or the time required for the performance of, any part of the work in this purchase order, Collins shall be entitled to an equitable adjustment in the purchase price or delivery schedule or both. The change will become effective, and Collins will commence performance, after the Parties have agreed in writing upon any equitable adjustments applicable to the modifications, and the purchase order shall be deemed to be modified to include the modifications. Unless otherwise agreed in writing, upon performance of the change order, Collins will be entitled to invoice Customer for the costs of the change, even if Collins agreed to proceed with the change prior to such written agreement.

34. No Third Party Beneficiaries

These Terms are for the exclusive benefit of the Parties and not for the benefit of any other person or entity. There are no third-party beneficiaries of these Terms or the transactions contemplated hereby.

35. Relationship of the Parties

Neither Party is a partner, agent or, legal representative of the other Party and no fiduciary relationship between the Parties is created by this Agreement. Collins is an independent contractor in the performance of this Agreement and each Party retains authority to manage its personnel, workers, subcontractors and operations required for performance of its obligations hereunder.

36. No Waiver

Failure of any Party to enforce at any time any of the provisions of these Terms or to exercise any option herein provided, or to require at any time performance by the other Party of any of the provisions hereof, shall not be construed to be a continuing waiver of any provisions nor in any way to affect the validity of these Terms or any part thereof, or the right of either Party to take any action in the future to enforce any provision hereunder.

37. Attorney's Fees

In any action or proceeding to enforce or interpret any provision of these Terms, each party shall bear their own attorney's fees, costs and expenses.

38. Assignment

Neither Party may assign its rights or obligations under these Terms without the prior written consent of the other Party, except that Seller may, without the prior consent of Customer, assign proceeds due or to become due under these Terms. Any assignment or delegation, or any purported assignment or delegation, in violation of this Clause, is void.

39. Entire Agreement

These terms constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous forms, agreements, communications, representations, either verbal or written, between the Parties, which are expressly merged into these Terms. The provisions of these Terms may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. There are no conditions precedent to the effectiveness of these Terms other than those expressly stated herein. These terms shall only be amended or modified by a written instrument duly executed by an authorized representative of each Party.

40. Customer Support

Collins provides twenty-four (24) hour customer support. Aircraft tail number, hoist model, and hoist serial number must be provided when calling for support. Expedite fees may apply. Collins may assess additional surcharges in the event of stock misuse.

Collins Aerospace Customer Response Center
United States and International: +1-877-808-7575
[Email: CRC@collins.com](mailto:CRC@collins.com)

Website: www.collinsaerospace.com

41. Customer Insurance Provisions

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

Collins shall ensure that all subcontractors performing work on behalf of Collins pursuant to this Contract shall be covered under Collin's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Collins. Collins shall not allow subcontractors to work if subcontractors have less than the level of coverage required by Customer from Collins under this Contract. It is the obligation of Collins 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 Collins through the entirety of this Contract for inspection by Customer 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 Customer's Risk Manager, or designee, upon review of Collin's current audited financial report. If Collin's SIR is approved, Collins, 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 Customer harmless against any and all liability, claim, demand or suit resulting from Collin's, its agents, employee's or subcontractor's performance of this Contract, Collins shall defend the Customer at its sole cost and expense with counsel approved by Board of Supervisors (whose approval shall not be unreasonably withheld) against same; and
- 2) Collin'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 Collin's SIR provision shall be interpreted as though the Contractor was an insurer and the Customer was the insured.

If the Collins fails to maintain insurance acceptable to the Customer for the full term of this Contract, the Customer 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 Collins shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage	\$1,000,000 per Occurrence for owned, non-owned and hired vehicles
Workers Compensation	Statutory

Employers Liability Insurance	\$1,000,000 per occurrence
Aircraft Products Liability Insurance	\$50,000,000 each occurrence and annual aggregate

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the Customer its elected and appointed officials, officers, agents and employees as Additional Insured's, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT..
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Collin's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *Customer, 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 Customer, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Collins shall notify Customer 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 Customer. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the Customer may suspend or terminate this Contract.

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

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

If Collins 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.

Customer shall notify Collins in writing of changes in the insurance requirements. Collins shall deposit copies of acceptable Certificates of Insurance and endorsements with Customer incorporating such changes within thirty (30) days of receipt of such notice.

The procuring of such required policy or policies of insurance shall not be construed to limit Collin'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.

42. Customer Indemnification

Collins agrees to indemnify, defend with counsel approved by Customer (whose approval shall not be unreasonably withheld), and hold Customer, its elected and appointed officials, officers, employees, agents and those special districts and agencies which Customer's Board of Supervisors acts as the governing Board ("Customer's Indemnitees") harmless from any third-party claims, demands or liability, for personal injury or property damage, directly arising from or related to the gross negligence or willful misconduct of Collins in the services, products or other performance provided by Collins pursuant to this Contract, provided that Collins is promptly informed in writing by Customer and is furnished a copy of each communication, notice or other action and is given full and complete authority, information and assistance necessary for the compromise or settlement of such claim, provided, however, that Collins shall not, without Customer's consent (which shall not be unreasonably withheld or delayed), agree to any settlement which makes any admission on behalf of Customer, finds Customer liable or at fault, imposes a monetary judgment against Customer, or enjoins Customer.

Customer agrees to indemnify, defend with counsel approved by Collins (whose approval shall not be unreasonably withheld), and hold Collins, its officers, directors, and employees (Collins Indemnitees) harmless from any third-party claims, demands or liability, for personal injury or property damage, directly arising from or related to the gross negligence or willful misconduct of Customer in the services, products or other performance provided by Customer pursuant to this Contract, provided that Customer is promptly informed in writing by Collins and is furnished a copy of each communication, notice or other action and is given full and complete authority, information and assistance necessary for the compromise or settlement of such claim.

If judgment is entered against Collins and Customer by a court of competent jurisdiction because of the concurrent active negligence of Collins or Collins Indemnitees, Collins and Customer agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

IN WITNESS WHEREOF the Parties hereto have caused these Terms to be signed by their respective duly authorized representatives.

**Signed for and on behalf of
GOODRICH CORPORATION,
a part of Collins Aerospace,
acting by and through its
Hoist and Winch Business Unit**

Signed: Alison Sadick Digitally signed by: Alison Sadick
DN: CN = Alison Sadick email = Alison.
Sadick@collins.com C = AD O = Collins
Aerospace OU = Mechanical Systems
Date: 2023.04.13 18:24:07 -04'00'

Dated: April 13, 2023

Name: Alison Sadick

Title: Sr. Manager, Contracts

**Signed for and on behalf of
County of Orange**

Signed:

Dated:

Name:

Title:

Approved by the Board of Supervisors: _____

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

by **Liz Pejeau** Digitally signed by: Liz Pejeau
DN: cn=Liz Pejeau, ou=County Counsel, ou=County
of Orange, email=liz.pejeau@co.orca.gov, c=US
Date: 2023.04.19 22:46:24 -07'00'

ATTACHMENT A**Scope of Work**

1. Contractor shall provide the one-time service and repair of one (1) overhaul of rescue hoist as follows:

MRO Disposition	Total	Description
Minor Repair + Clutch	\$27,447	Replacement of clutch and minor repairs of the rescue hoist, including as needed: <ul style="list-style-type: none"> external/cosmetic repairs to include paint, damaged fairings; seals, gears within gearbox, ball bearings
Major Repair	\$57,703	Major repair of the rescue hoist, including as needed, replacement of internal components requiring complete and/or partial disassembly to the level-wind or drum assembly: <ul style="list-style-type: none"> repair or replacement of components such as level-wind assembly, ball spline, drum replacement; repair of housing, harness, fan assembly replacements; motor component repair and/or replacement (EMI Filter, Stator housing, circuit board assemblies, Overload Clutch (External Hoist only), motor rebuild, harness assemblies)

2. County shall pay the fee below in addition to one of the options in the above table:

Test, Teardown & Evaluation	\$7,536	Unit received, tested, inspected, and certified to approve technical documentation with no other work performed. Should the customer decide not to have the item repaired or overhauled, or if no fault is found, the TT&E charge still applies.
-----------------------------	---------	--

*Contract shall not to exceed \$66,000

3. Contractor shall notify County of services needed after Test, Teardown & Evaluation is completed and obtain County written authorization prior to Minor or Major repairs being performed.
4. Pickup location:

Sheriff-Coroner Department- Air Support Bureau
 361 Paularino Ave. Hangar 26
 Costa Mesa, CA 92626
 Att: Captain Edward Manhart

RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

**Use this form to request a Risk Assessment and determine Proper Insurance Requirements
when developing an RFP-RFB, RFI or Contract/Agreement**

DATE SUBMITTED: 3/29/2023

TO: CEO/Risk Management/600 W. Santa Ana Blvd., Suite 105 Fax: 714-285-5599
or e-mail this form to RiskMgmtInsurance@ocgov.com with Scope of Work and Contract/Agreement
Insurance Provisions. **If this is a renewal, attach prior Risk Management Approval(s).**

FROM: Erika Lara Sheriff-Coroner
County Employee (Contact For Questions) County Department

elara@ocsheriff.gov 714-834-4327
County E-Mail Address Phone # (inc. area code) Fax # (inc. area code)

Note: The above action is advisory to departments as to risk assessment and protection. Any change in a current contract/agreement requires formal modification unless contract/agreement specifically delegates to County Risk Manager authority to modify insurance requirements.

CONTRACT TYPE: ☒ Commodities ☐ Public Works ☒ Service ☐ Human Services

☐ Consultant Svcs. ☐ Fixed Asset ☐ A & E ☐ Other _____

Vendor Name: Collins Aerospace Systems Contract ID/RFP I.D. Number: PO-060-23010118

Bid: YES ☐ NO ☒ Contract Amount: \$66,000.00

Insurance Type To Be Reviewed for Waiver or Modification of Terms

<input type="checkbox"/> Commercial General Liability	<input type="checkbox"/> Workers' Compensation	<input type="checkbox"/> Property Insurance
<input type="checkbox"/> Commercial Auto Liability	<input type="checkbox"/> Employer's Liability	<input type="checkbox"/> Sexual Misconduct
<input type="checkbox"/> Contractual Liability	<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Indemnification
<input type="checkbox"/> Professional Liability (Errors & Omissions)	<input checked="" type="checkbox"/> Limitation of Liability	

Request and Justification: (add another page if necessary)

Vendor is not willing to sign our terms and conditions and has requested we review their own terms and
conditions. This is for the five (5) year maintenance check, of the Goodrich rescue hoist used by Air Support.

To Be Completed By CEO/Risk Management☒ Approved☐ Denied☐ Approved as Modified

Comments: Liability is limited to sales price with exception of gross negligence and willful misconduct.
Any limitation of liability amount is not favorable however it does not apply to gross negligence.

Calvin Wong

Digitally signed by Calvin Wong
 DN: cn=Calvin Wong, o=County of Orange, ou=CEO/Risk
 Management, email=calvin.wong@ocgov.com, c=US
 Date: 2023.03.29 14:43:11 -0700

03/29/2023

Manager/CEO/Risk Management

Date

Contract Summary Form

OC Expediter Requisition #: 1544580

Goodrich Corporation DBA Collins Aerospace Company

SUMMARY OF SIGNIFICANT CHANGES

Contractor's Terms and Conditions override the County's Terms and Conditions. This contract was reviewed and approved by CEO Risk.

SUBCONTRACTORS

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

CONTRACT OPERATING EXPENSES

2. Applicability

These Terms shall apply to PO-060-23010118 issued by Customer. The terms and conditions set forth in this document ("Contract") will take precedence over all other terms submitted by Customer's Purchase Order ("Purchase Order") unless otherwise agreed to in writing. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Customer unless authorized by Customer in writing.

Attachment A, Scope of Work:

ATTACHMENT A

Scope of Work

1. Contractor shall provide the one-time service and repair of one (1) overhaul of rescue hoist as follows:

MRO Disposition	Total	Description
Minor Repair + Clutch	\$27,447	Replacement of clutch and minor repairs of the rescue hoist, including as needed: <ul style="list-style-type: none"> external/cosmetic repairs to include paint, damaged fairings; seals, gears within gearbox, ball bearings
Major Repair	\$57,703	Major repair of the rescue hoist, including as needed, replacement of internal components requiring complete and/or partial disassembly to the level-wind or drum assembly: <ul style="list-style-type: none"> repair or replacement of components such as level-wind assembly, ball spline, drum replacement; repair of housing, harness, fan assembly replacements; motor component repair and/or replacement (EMI Filter, Stator housing, circuit board assemblies, Overload Clutch (External Hoist only), motor rebuild, harness assemblies)

2. County shall pay the fee below in addition to one of the options in the above table:

Test, Teardown & Evaluation	\$7,536	Unit received, tested, inspected, and certified to approve technical documentation with no other work performed. Should the customer decide not to have the item repaired or overhauled, or if no fault is found, the TT&E charge still applies.
-----------------------------	---------	--

*Contract shall not to exceed \$66,000

Lopez, Maria [COB]

From: Art Black <artblack1425@gmail.com>
Sent: Saturday, June 03, 2023 11:47 AM
To: COB_Response
Subject: Proposed Flag Policy

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The OC Board of Supervisors is expected to consider a new policy regulating which flags are flown at county buildings, possibly limiting them to government flags.

Please DO **PASS** this policy. We have enough division and “identity politics” without our county government contributing to the melee’.

Art Black
Fullerton

Sent from [Mail](#) for Windows

Lopez, Maria [COB]

From: COB_Response
Sent: Saturday, June 03, 2023 6:24 AM
To: COB_Response
Subject: [webform_submission:values:subject:raw]

Submitted on Sat, 06/03/2023 - 06:24

Submitted by: Anonymous

Submitted values are:

Full name

Leonard Tavernetti

Address

151 TIJERAS CRK
BEAUMONT, California. 92223
United States

Phone

[19097442388](tel:19097442388)

Email Address

ltavernetti@hotmail.com

District

{Empty}

Message

In the discussion on flying flags, please consider that the POW? MIA flag is flown below the USA flag.

{Empty}

Lopez, Maria [COB]

From: Judy@skidazzle.com
Sent: Saturday, June 03, 2023 12:57 PM
To: COB_Response
Subject: Orange County Supervisors Flag Policy Vote June 6th

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

RE: OC Register Article Flag Policy Vote June 6th

Dear Honorable Supervisors,

Thank you for your work in public service. The Orange County Board of Supervisors is an important entity in our collective lives of our beautiful county.

As an individual, I happily and enthusiastically support so many people, friends and strangers, social causes and “proclamation/recognition” days and months! However, I feel that it is extremely important and absolutely necessary that our city and county buildings and sites remain neutral ground.

On your upcoming vote...Please, please LIMIT flags displayed on our official government buildings and sites to just those of the official department housed, our county, our state and the United States.

This limit simply keeps our public buildings and sites “a-political”, as they must be.

With sincere regards,

Judy Gray & Family
132 McKnight Drive
Laguna Beach, Ca 92651

Lopez, Maria [COB]

From: dbentley@socal.rr.com
Sent: Saturday, June 03, 2023 6:42 PM
To: COB_Response
Cc: dbentley@socal.rr.com
Subject: Flying the Pride Flag

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

I understand that the Orange County Board of Supervisors is considering a ban on flying the Pride flag at County sites. I urge you NOT to ban the flying of the Pride flag. The Pride flag is a visible and powerful sign of support for the rights of LGBTQ+ people in our county at a time when the rights of various people are under attack. Please continue to fly the Pride flag on County buildings in solidarity with all our citizens.

Diane Bentley
Huntington Beach

Lopez, Maria [COB]

From: Vickie Hamilton <bigvickster@gmail.com>
Sent: Sunday, June 04, 2023 8:37 AM
To: COB_Response
Subject: Pride Flag

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

I respectfully urge your support of Supervisor Do's agenda item regarding flying only county, state, and US flags at county and other government buildings. . Flying flags other than government-related ones is divisive and insulting to many citizens. Please do not participate in the current wave of "woke-ism" and demonstrate patriotism.

Thanks for your time.

Vickie Hamilton

Lopez, Maria [COB]

From: Kay Hellbusch Rawson <kayhellbusch@hotmail.com>
Sent: Sunday, June 04, 2023 9:36 AM
To: COB_Response
Subject: Flag flying

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

I agree with the flying of only government flags. We need to make our country to focal point and have patriotic pride. However if you choose to let others flags put me down for my Husbands birthday and my sons first communion and maybe the country of my fathers birth. See how this explodes. Ridiculous!

Someone needs to stand up for this nonsense anyone born here or choose to live here should respect our flag, our country, our laws.

Only our country flags is my family's vote.

Kay Rawson

Lopez, Maria [COB]

From: Chelsea Boyle <cdrake1221@yahoo.com>
Sent: Sunday, June 04, 2023 12:08 PM
To: COB_Response
Cc: Do, Andrew; Wagner, Donald; Fourth District; Foley, Katrina; Sarmiento, Vicente
Subject: Public comment for BOS meeting 6/6

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

Hello,

My name is Chelsea and I am an Orange County parent, resident, homeowner, and active community member. I am commenting on your agenda item to “propose and approve policy regulating the flying of flags on County buildings.” This is essentially banning the Pride flag. You are paid by the people to represent our community and serve all Orange County neighbors. We do not condone the banning of the Pride flag and demand that you vote against this policy change. This is a hateful attempt on your part to erase LGBTQ children, elders, workers, parents, and more. We see your violence and hate and will not stand for it.

Chelsea Boyle (they/them)
Sent from my iPhone

Lopez, Maria [COB]

From: Marte Amato <marte.amato@gte.net>
Sent: Sunday, June 04, 2023 11:40 AM
To: COB_Response
Subject: Flag Flying

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

OC Board of Supervisors:

As a resident of Huntington Beach, I would like to express my concerns about flying non-government flags at government facilities. I think it is wrong and the only flag(s) that should be flown in these facilities are government flags such as US Flag, State Flag, etc.

I am tired of this woke activism and the pandering to "marginalized" groups. So, please end this practice and limit flag flying to flags that represent ALL the people.

Marte Amato
(714) 963-2980
Huntington Beach, CA

Lopez, Maria [COB]

From: COB_Response
Sent: Sunday, June 04, 2023 12:56 PM
To: COB_Response
Subject: [webform_submission:values:subject:raw]

Submitted on Sun, 06/04/2023 - 12:55

Submitted by: Anonymous

Submitted values are:

Full name

John Phillip Jaeger

Address

14242 Wyeth Avenue
Irvine, California. 92606
United States

Phone

[19494224597](tel:19494224597)

Email Address

JohnJaeger@live.com

District

[BOS District 3](#)

Message

I find it amazing that Vicente Sarmiento and Katrina Foley "request to fly the Pride flag at county facilities." (OC Register, June 4, 2023 "Leaders may limit flags on display)

Do they take "pride" in the sexual perversions of the "lettered" community? Do they have "pride" in the greatly shortened life spans of homosexuals, due to their unhealthy, sick lifestyles? Have Sarmiento and Foley found "pride" in their propensity to murder, since seven of America's most prolific serial killers were homosexuals, including Orange County's own Randy Kraft, with 65 young victims killed?

How many hundreds of thousands of children have been victimized by homosexuals, including homosexual priests?

The cowardly fear of disapprobation drives this insanity and I ask sensible members of the Board to deny this sick request by Foley and Sarmiento and shame them for it.

{Empty}

Lopez, Maria [COB]

From: Robin Lynn <lynns13home@gmail.com>
Sent: Sunday, June 04, 2023 1:31 PM
To: COB_Response
Subject: Flying of flags

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

To the OC Government board of supervisors;

I am writing to express my concerns about the Vice Chairman's recent agenda to only permit government flags to fly over government buildings. My concern is that this is only the first step in excluding our community visibility, not just in the local government but in our communities.

I am seriously concerned about the recent activities in several local, and other states that want to return to a time that discriminated against anyone who is different then they are. I know as a member of the asian community Mr Do has seen areas of concern with hate crimes and discrimination.

The LGBTQ community has been fighting for their rights for many generations and with the passage of non discriminatory laws and the passing of freedom to marry laws, which I have been a part of, has given me hope for the next generations.

Now with the recent states and organizations trying to again treat our community as second class or not worthy of the rights everyone else has. I am saddened and worried about our children.

We are who we are, we love who we love. We are not freaks, no one made us this way. We were born this way. We are not going to go away just because someone says we don't belong or aren't looked at as humans.

We are part of the human race and as long as people keep trying to discriminate against the LGBTQ community they will also continue to discriminate against other humans because they are different.

You don't have to like us, you don't have to believe what we believe, just respect us like you would want to be respected.

We are your mothers, fathers, sisters, brothers, children. We laugh, we cry, we feel pain, we bleed red blood. We are Doctors, Lawyers, Politicians, clergy, Social Workers, Artists, Dancers, Singers. We are everyone!

Please reconsider this policy. Our flag does not hurt anyone. The colors of the flag represent everything that is good in life.

Red- Life, Orange- Healing, Yellow- Sunlight, Green - Nature, Blue- Serenity, and Purple - Spirit.
How can this be something bad?

Thank you for your time and consideration.

Member of LGBTQ, Garden grove, Over 55, disabled, women community.

Robin Brooks



MEMORANDUM

Date: June 1, 2023

To: Robin Stieler, Clerk of the Board

From: Vice Chairman Andrew Do, 1st District



RE: Supplemental item for June 6, 2023 Meeting of the Board of Supervisors

Please place a supplemental item on the June 6, 2023 Board of Supervisors agenda to do the following:

#S50D

Propose and approve policy regulating the flying of flags on County buildings, limiting such flags solely to the County, State, and United States flags.

cc: Chris Wangsaporn, Chief of Staff, BOS-1
Valerie Sanchez, Chief Deputy Clerk, COB

RECEIVED
2023 JUN -1 AM 10:04
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS



RECEIVED

2023 JUN -1 PM 1:04

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEMORANDUM

To: Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Date: June 1, 2023

RE: Supplemental Item for June 6, 2023 Board of Supervisors Meeting

SSOE

Please add this as a supplemental item to the June 6, 2023 Board of Supervisors meeting:

I would like to allocate \$25,000 from Third District discretionary funds to Sabil USA, a local nonprofit in Tustin. These one-time funds will be used to purchase meat, dairy, produce and other nutritious food items for the organization's food pantry.

I ask that the Board of Supervisors approve the following recommended actions at our June 6, 2023 meeting:

1. Allocate \$25,000 from Third District discretionary funds to Sabil USA for purchase of food for the organization's food pantry.
2. Find under to Government Code section 26227 that this expenditure is necessary to meet the social needs of County residents.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with Sabil USA as necessary to effectuate the purposes of this allocation, including, but not limited to, the allocation of funds to Sabil USA for the purchase of food.
4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation, including, but not limited to Cal-Card, electronic fund transfers or check payments.



MEMORANDUM

Date: June 1, 2023

To: Robin Stieler, Clerk of the Board

From: Vice Chairman Andrew Do, 1st District

Jim Gull for DW
Andrew
S50F

RE: Supplemental Item for June 6, 2023 Meeting of the Board of Supervisors

Please place a supplemental item on the June 6, 2023 Board of Supervisors agenda as follows:

Direct County Executive Officer, County Executive Office-Legislative Affairs, and the County's state and federal lobbyists to prepare and submit application for listing Orange County's Little Saigon district on the National Register of Historic Places. Little Saigon spans across the cities of Garden Grove, Westminster, and Fountain Valley, and has the largest Vietnamese American community outside of Vietnam.

cc: Chris Wangsaporn, Chief of Staff, BOS-1
Valerie Sanchez, Chief Deputy Clerk, COB

RECEIVED
2023 JUN -1 PM 3:02
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-2
June 6, 2023

MEMORANDUM

May 25, 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, June 6, 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: *Edward Espinosa v. County of Orange*,
WCAB Case: ADJ14851349.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

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

RECEIVED
2023 MAY 25 PM 1:56
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE



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- 3
June 6, 2023

MEMORANDUM

May 25, 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, June 6, 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: *Damon Tucker v. County of Orange*,
Superior Court Case No. 30-2021-01200119-CU-OE-WJC.

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:vl

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

RECEIVED
2023 MAY 25 PM 1:56
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE



County Executive Office
Memorandum

May 30, 2023

To: Clerk of the Board of Supervisors

From:


Colette Farnes, Chief Human Resources Officer

Concur:


Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2023.05.31 07:30:52 -07'00'

Subject: Request for a Supplemental Closed Session for June 6, 2023

RECEIVED
2023 MAY 31 AM 7:57
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

SCS4

For the June 6, 2023, meeting of the Board of Supervisors, the Human Resource Services Department requests a Supplemental Closed Session regarding the appointment of a public employee be added to the agenda:

Accordingly, please prepare the Agenda item to read:

"PUBLIC EMPLOYEE APPOINTMENT" – Pursuant to Government Code Section 54957(b).

Title: Veterans Services Officer

Recommended Action: Conduct Closed Session.

Thank you.

cc: Members, Board of Supervisors
Frank Kim, Chief Executive Officer
Leon J Page, County Counsel