

# 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.*

February 6, 2024

### DISCUSSION

10. Continued to 2/27/24, 9:30 a.m.
19. Revised Title to read:  
**OC Public Works** - *Authorize Director or designee to execute amendments ~~Approve amendment 1~~ to agreement MA-080-2011606 under certain conditions with California Department of Transportation for Laguna Canyon Road Segment 4 (Phases 2 to 4) Project; effective 1/23/24 until project completion (\$4,338,759; cumulative total \$11,156,584); and authorize Director or designee to execute future amendments under certain conditions* - District 5 (Continued from 1/23/24, Item 20)
23. **County Executive Office** - *Approve grant applications/awards submitted by Sheriff-Coroner, Health Care Agency, OC Public Works, OC Community Resources, District Attorney and retroactive grant applications/awards submitted by Social Services Agency in 2/6/24 grant report and other actions as recommended; adopt resolution authorizing District Attorney or designee to execute grant award agreement and amendments with California Office of Emergency Services for Unserved/Underserved Victim Advocacy and Outreach Program, 1/1/24 - 12/31/24 (\$196,906); and making California Environmental Quality Act (CEQA) exemption findings pursuant to CEQA Guidelines Section 15061(b)(3) and other related findings* - All Districts

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

Items: 6, 19 and 23

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

- S26A. **Vice Chairman Chaffee** - Orange County Parks Commission - Appoint John Douglas Warren, Anaheim, for term concurrent with 4<sup>th</sup> District Supervisor's term of office
- S26B. Revised Title to read:  
**Vice Chairman Chaffee** - ~~Orange County Senior Citizens Advisory Council~~ *Orange County Older Adults Advisory Commission* - Appoint Felix B. Lopez, Buena Park, for term concurrent with 4<sup>th</sup> District Supervisor's term of office
- S26C. **Chairman Wagner** - Establish Contract Policy Manual Ad Hoc Committee, consisting of Vice Chairman Chaffee and Supervisor Sarmiento, to consider and review Contract Policy Manual
- S26D. **County Executive Office** - Approve and adopt Personnel and Salary Resolution amendment regarding Peace Officer standards and training pay - All Districts
- S26E. **Chairman Wagner** - Adopt resolution recognizing February 2024 as "2-1-1 OC month"

**REVISIONS AND SUPPLEMENTALS TO FEBRUARY 6, 2024 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.*

- S26F. **District Attorney** - Approve retroactive emergency contract MA-026-24010657 with KPMG LLP for forensic electronic response related to cyber incident for 24/7 monitoring of network environment, effective 10/25/23 until completion (\$250,000); approve retroactive emergency contract MA-026-24010569 with Ablegov, Inc. for Microsoft professional services via Microsoft Detection and Response Team, 10/25/23 - 11/17/23 (\$460,181); and approve retroactive emergency contract MA-026-24010570 with Thor Solutions, Inc. dba Alvaka Networks for cyber incident response consultation, 10/26/23 - 1/31/24 (\$125,000) - All Districts
- SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):  
Name of Case: Maria Rienzo v. County of Orange, et al., Orange County Superior Court Case No. 30-2021-01210471
- SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):  
Name of Case: James Hoffman v. County of Orange, WCAB Case: ADJ23536217; ADJ13536216
- SCS5. **County Executive Office** - CONFERENCE WITH COUNTY EXECUTIVE OFFICE - THREAT TO PUBLIC SERVICES OR FACILITIES - Pursuant to Government Code Section 54957(a):  
Consultation with: KC Roestenberg, Chief Information Officer
- SCS6. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):  
Name of Case: Sara DeSmet v. County of Orange, Orange County Superior Court Case No. 30-2021-01223665
- SCS7. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):  
Name of Case: Danielle Incontro v. County of Orange, et. al., Orange County Superior Court Case No. 30-2022-01252734
- SCS8. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):  
Name of Case: Jerome Larson v. County of Orange, WCAB Case: ADJ9903918; ADJ7108139; ADJ1272936; ADJ3694019



# Continuation or Deletion Request

**Date:** 2/5/2024  
**To:** Clerk of the Board of Supervisors  
**From:** Debra Baetz, Agency Director, Health Care Agency   
**Re:** ASR Control #: 23-000959, Meeting Date 2/6/2024 Agenda Item No. # 10  
**Subject:**

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☒ Request to continue Agenda Item No. # 10 to the 2/27/2024 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # \_\_\_\_\_

Comments:



# Revision to ASR and/or Attachments

**Date:** January 29, 2024  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office  
**From:** James Treadaway, Director of OC Public Works  
**Re:** ASR Control #: 23-000913, Meeting Date February 6, 2024, Item No. 19  
**Subject:** Approve Amendment to Agreement with Caltrans for the Laguna Canyon Road Project

Digitally signed by Frank Kim  
DN: cn=Frank Kim, ou=County  
of Orange, ou=CEO,  
email=frank.kim@ocgov.com,  
c=US  
Date: 2024.01.30 11:25:30  
+0800

2024 JAN 31 AM 11:37  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

RECEIVED

## Explanation:

OC Public Works made modifications to the Recommended Action(s), Subject, Background Information, Summary, and Attachments (remove Attachments A and B and replace with new Attachments A and B).

## ☒ Revised Recommended Action(s)

- ~~1. Approve Amendment No. 1 to the Agreement between the County of Orange and California Department of Transportation for the Laguna Canyon Road Segment 4 (Phases 2 to 4) Project, effective January 23, 2024, until project completion, to increase the County of Orange's financial obligation by \$4,338,759, for a revised cumulative total of \$11,156,584.~~
- ~~2. Authorize the Director of OC Public Works or designee to execute future amendments to the Agreement provided those amendments do not increase a financial obligation on the part of the County of Orange by more than \$200,000.~~

Authorize the Director of OC Public Works or designee to execute amendments to Agreement MA-080-20011606 between the County of Orange and California Department of Transportation for the Laguna Canyon Road Segment 4 (Phases 2 to 4) Project provided those amendments do not increase the financial obligation on the part of the County of Orange by more than \$4,338,759.



January 30, 2024

☒ Make modifications to the:

☒ Subject ☒ Summary ☒ Background Information ☒ Financial Impact

☐ Current Year Cost ☐ Annual Cost

**Subject:**

~~Approve Amendment to Agreement with Caltrans for the Laguna Canyon Road Project~~  
~~Approve Delegated Authority for Amendments to Agreement for Laguna Canyon Road~~

**Summary:**

~~Approval of Amendment No. 1 to the Agreement with the California Department of Transportation for the Laguna Canyon Road Segment 4 (Phases 2 to 4) Project provides safety, drainage, and aesthetic enhancements for all roadway users along State Route 133.~~

~~Approval of delegated authority authorizing the Director of OC Public Works or designee to execute amendments to the Agreement with the California Department of Transportation for the Laguna Canyon Road Segment 4 (Phases 2 to 4) Project will allow continuous safety, drainage, and aesthetic enhancements for all roadway users along State Route 133.~~

**Background Information:**

Revised the first paragraph as follows:

In September 2015, the County of Orange (County), California Department of Transportation (Caltrans) and the City of Laguna Beach agreed to combine two planned agency projects into one larger project, the Laguna Canyon Road Segment 4 (Phases 2-4) Project (Combined Project), with Caltrans as the lead implementing agency as depicted on the attached Location Map (Attachment ~~B~~ **C**). The Combined Project will widen the roadway shoulders along Laguna Canyon Road south of El Toro Road to State Route 73 to accommodate Class II, on-road bike lanes, undergrounding existing overhead utilities and improve drainage and safety within the state highway system.

Revise the ninth paragraph as follows:

On October 19, 2023, Caltrans received \$5,751,378 in additional funding from the CTC for Caltrans' sponsorship portion of the construction work. ~~OC Public Works is recommending Board approval of Amendment No. 1 to the Construction Agreement, which increases the County's estimated financial obligation by \$4,338,759 and updates~~

January 30, 2024

the funding table of the estimated construction costs for both parties in accordance with the original Construction Agreement co-sponsorship financial obligation percentages. OC Public Works is also recommending delegating authority to the Director of OC Public Works or designee to execute future amendments to the Construction Agreement provided those amendments do not increase a financial obligation on part of the County by more than \$200,000. OC Public Works is recommending the Board delegate authority to the Director of OC Public Works or designee to execute amendments to Construction Agreement provided those amendments do not increase the financial obligation on the part of the County by more than \$4,338,759, in accordance with the original Construction Agreement co-sponsorship financial obligation percentages.

### **Financial Impact Section:**

Appropriations for this future Amendments are included in Fund 174, OC Road - Capital Improvements, FY 2023-24 Budget and will be included in the budgeting process for future years.

On October 19, 2023, the CTC approved \$5,571,378 in additional funding for Caltrans' sponsorship portion of the Combined Project. This Amendment does Future amendments shall not change the financial obligation percentages for either party, summarized as follow: Caltrans 57 percent and County 43 percent.

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

~~Attachment A - Amendment No. 1 to Agreement MA-080-20011606 with Caltrans~~

~~Attachment B - Redline to Agreement No. MA-080-20011606 with Caltrans~~

~~Attachment C - Project Location Map~~

Attachment A - Agreement MA-080-20011606 with Caltrans

Attachment B - Project Location Map

## **COOPERATIVE AGREEMENT COVER SHEET**

### **Work Description**

COMBINED PROJECT IN LAGUNA BEACH, FROM 1700 FT SOUTH OF EL TORO TO STATE ROUTE 133/73 INTERCHANGE. EXTEND MERGE LANES, IMPROVE DRAINAGE, WIDEN SHOULDERS TO STANDARD, ADD NB AND SB CLASS II BIKE LANES AND UNDERGROUND UTILITIES BETWEEN EL-TORO AND SR 73/133.

### **Contact Information**

#### **CALTRANS**

Barbara McGahey, Project Manager  
1750 E. 4th Street.  
Santa Ana, CA 92705  
Office Phone: 657-328-6334  
Mobile Phone: 949-226-6840  
Email: bmcgahey@dot.ca.gov

#### **COUNTY OF ORANGE**

Khalid Bazmi, Interim Director/County Engineer  
601 N. Ross Street, 4<sup>th</sup> Floor  
Santa Ana, CA 92701  
Office Phone: (714) 667-3213  
Email: Khalid.Bazmi@ocpw.ocgov.com

**Table of Contents**

|                                                       |    |
|-------------------------------------------------------|----|
| RECITALS .....                                        | 1  |
| RESPONSIBILITIES .....                                | 3  |
| Sponsorship .....                                     | 3  |
| Implementing Agency .....                             | 3  |
| Funding .....                                         | 4  |
| CEQA/NEPA Lead Agency .....                           | 4  |
| Environmental Permits, Approvals and Agreements ..... | 4  |
| CONSTRUCTION .....                                    | 5  |
| Schedule .....                                        | 6  |
| Additional Provisions .....                           | 7  |
| Standards .....                                       | 7  |
| Qualifications .....                                  | 7  |
| Protected Resources .....                             | 7  |
| Disclosures .....                                     | 8  |
| Hazardous Materials .....                             | 8  |
| Claims .....                                          | 9  |
| Accounting and Audits .....                           | 10 |
| Interruption of Work .....                            | 11 |
| Penalties, Judgements and Settlements .....           | 11 |
| Environmental Compliance .....                        | 11 |
| GENERAL CONDITIONS .....                              | 11 |
| Venue .....                                           | 11 |
| Exemptions .....                                      | 11 |
| Indemnification .....                                 | 12 |
| Non-parties .....                                     | 12 |
| Ambiguity and Performance .....                       | 12 |
| Defaults .....                                        | 13 |
| Dispute Resolution .....                              | 13 |
| Prevailing Wage .....                                 | 13 |

|                              |    |
|------------------------------|----|
| SIGNATURES.....              | 15 |
| FUNDING SUMMARY No. 01 ..... | 1  |
| FUNDING TABLE.....           | 1  |
| SPENDING SUMMARY .....       | 1  |
| Funding .....                | 2  |
| ICRP Rate.....               | 2  |
| Invoicing and Payment.....   | 3  |
| CONSTRUCTION Support .....   | 3  |
| CONSTRUCTION Capital .....   | 3  |
| CLOSURE STATEMENT.....       | 5  |

**Please note:**

1. Caltrans administered funds must be expended proportionally with all other funds. All project funds must be shown in the Funding Summary. Local funds committed to the project cannot be omitted from the funding summary.

**COOPERATIVE AGREEMENT**

This AGREEMENT, effective on June 2, 2020, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Orange, a political subdivision of the State of California, referred to hereinafter as COUNTY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

**RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *Combined Project in Laguna Beach, from 1700 ft south of El Toro to State Route 133/73 interchange. Extend merge lanes, improve drainage, widen shoulders to standard, add NB and SB Class II bike lanes and underground utilities between El-Toro and SR 73/133.* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.



4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
- CALTRANS approved the Mitigated Negative Declaration on February 28, 2017 (Cooperative Agreement No. 12-736).
  - CALTRANS approved the Finding of No Significant Impact in October 2018 (Cooperative Agreement No. 12-736).
  - CALTRANS approved the Environmental revalidation on May 2020 (Cooperative Agreement No. 12-736).
  - CALTRANS is currently working on completing the R/W Certification, expected to be finalized in June 2020 (Cooperative Agreement No. 12-736).
  - CALTRANS is currently working on completing the Plans, Specifications and Estimate, projected to be finalized June 2020 (Cooperative Agreement No. 12-736).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CALTRANS and COUNTY will co-SPONSOR the WORK included in this AGREEMENT in the following percentages:

| PROJECT COMPONENT | CALTRANS | COUNTY |
|-------------------|----------|--------|
| CONSTRUCTION      | 57%      | 43%    |

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CALTRANS is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

**Funding**

12. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

13. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSORS.

14. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

15. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

16. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

**CEQA/NEPA Lead Agency**

17. CALTRANS is the CEQA Lead Agency for the PROJECT.
18. CALTRANS is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

19. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY'S responsibilities in this AGREEMENT.

20. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
21. The PROJECT requires the following environmental permits/approvals:

| ENVIRONMENTAL PERMITS/REQUIREMENTS                                                                  |
|-----------------------------------------------------------------------------------------------------|
| 404, US Army Corps of Engineers                                                                     |
| 401, Regional Water Quality Control Board                                                           |
| National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board        |
| Coastal Development Permit, California Coastal Commission                                           |
| 1602 and Natural Community Conservation Planning (NCCP), California Department of Fish and Wildlife |

### **CONSTRUCTION**

22. As the CONSTRUCTION IMPLEMENTING AGENCY, CALTRANS is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
23. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
24. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
25. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.
26. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY will not award the construction contract.

27. CALTRANS will implement changes to the construction contract through Change Orders. County will review and concur on Change Orders affecting County's components of the Work.
28. PARTIES confirm that upon WORK completion, no maintenance agreement will be necessary.
29. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

#### **Schedule**

30. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
31. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

**Additional Provisions****Standards**

32. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
  - CALTRANS policies and directives
  - Plans Preparation Manual
  - Project Development Procedures Manual (PDPM)
  - Workplan Standards Guide
  - Construction Manual

**Qualifications**

33. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
34. COUNTY will issue to CALTRANS, its contractors, consultants and agents, any encroachment permits necessary for the WORK within County's jurisdiction but outside of the State Highway System right-of-way. Such encroachment permits will be issued at no cost.
35. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

**Protected Resources**

36. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

37. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

38. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

39. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

40. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

41. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.



42. COUNTY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

COUNTY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

43. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

COUNTY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and COUNTY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. COUNTY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

44. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

#### Claims

45. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
46. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
47. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

48. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

49. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any third party hired to participate in the WORK will comply with this Article.

50. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and COUNTY will have access to all WORK -related records of each PARTY, and any third party hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

51. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
52. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

53. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

54. The cost of awards, judgements, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
55. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

56. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

**GENERAL CONDITIONS**

Venue

57. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

58. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

### **Indemnification**

59. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
60. Neither COUNTY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

### **Non-parties**

61. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
62. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

### **Ambiguity and Performance**

63. COUNTY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. COUNTY waives the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

64. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

### **Defaults**

65. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

### **Dispute Resolution**

66. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of COUNTY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

67. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

### **Prevailing Wage**

68. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

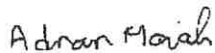
When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

**SIGNATURES**

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

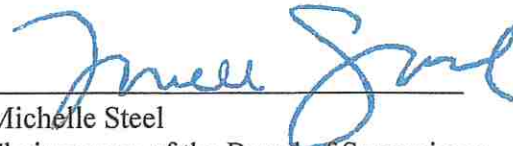
The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or electronic mail (E-Mail), and that such copies shall be deemed to be effective as originals

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

Adnan Maiah  
Deputy District Director,  
Capital Outlay Program

**VERIFICATION OF FUNDS  
AND AUTHORITY:**

Neda Saber  
District Budget Manager

**COUNTY OF ORANGE**

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

SIGNED AND CERTIFIED THAT A COPY  
OF THIS AGREEMENT HAS BEEN  
DELIVERED TO THE CHAIR OF THE  
BOARD PER G.C SEC. 25103, RESO 79-1535



Robin Stieler  
Clerk of the Board  
County of Orange, California



Approved as to form:  
Office of the County Counsel  
County of Orange, California



Ray Diaz  
Deputy County Counsel



FUNDING SUMMARY No. 01

AGREEMENT 12 – 0782 / County Agreement MA-080-20011606

Project No. 1217000076

**FUNDING SUMMARY NO. 01**

| <b><u>FUNDING TABLE</u></b> |          |           |                     |                      |                      |
|-----------------------------|----------|-----------|---------------------|----------------------|----------------------|
| <b>IMPLEMENTING AGENCY→</b> |          |           | <b>CALTRANS</b>     |                      |                      |
| Source                      | Party    | Fund Type | CONST.              |                      | Totals               |
|                             |          |           | SUPPORT             | CAPITAL              |                      |
| STATE                       | CALTRANS | SHOPP     | \$ 2,140,635        | \$ 7,053,956         | \$ 9,194,591         |
| LOCAL*                      | COUNTY   | Local     | \$ 1,156,361        | \$ 5,661,464**       | \$ 6,817,825         |
| <b>Totals</b>               |          |           | <b>\$ 3,296,996</b> | <b>\$ 12,715,420</b> | <b>\$ 16,012,416</b> |

| <b><u>SPENDING SUMMARY</u></b> |                   |                   |                   |
|--------------------------------|-------------------|-------------------|-------------------|
| Fund Type                      | CONST.<br>SUPPORT | CONST.<br>CAPITAL | Totals            |
|                                | <u>CALTRANS</u>   | <u>CALTRANS</u>   |                   |
| SHOPP                          | 2,140,635         | 7,053,956         | 9,194,591         |
| Local*                         | 1,156,361         | 5,661,464**       | 6,817,825         |
| <b>Totals</b>                  | <b>3,296,996</b>  | <b>12,715,420</b> | <b>16,012,416</b> |

\*COUNTY Local Funds: CARITS and RMRA

\*\*County's contribution from Rule-20A funds in the amount of \$6.7M towards the utility undergrounding is excluded from the capital cost.

**Funding**

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

**Funding**

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

**ICRP Rate**

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

**Invoicing and Payment**

5. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within thirty (30) calendar days of receipt of invoice.
6. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
7. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

**CONSTRUCTION Support**

8. CALTRANS will invoice COUNTY for a \$51,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CONSTRUCTION SUPPORT expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and COUNTY will reimburse for actual costs incurred and paid.

**CONSTRUCTION Capital**

9. CALTRANS will invoice COUNTY for a \$168,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and COUNTY will reimburse for actual costs incurred and paid.

**CLOSURE STATEMENT INSTRUCTIONS**

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

**CLOSURE STATEMENT**

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 12-0782 and any amendments to the agreement. The final signature date on this document terminates agreement 12-0782 except survival articles. All survival articles in agreement 12-0782 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

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**CALTRANS**

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Adnan Maiaj  
Deputy District Director, Capital Outlay Program

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Date

CERTIFIED AS TO ALL FINANCIAL OBLIGATIONS/TERMS AND POLICIES

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Neda Saber  
District Budget Manager

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Date

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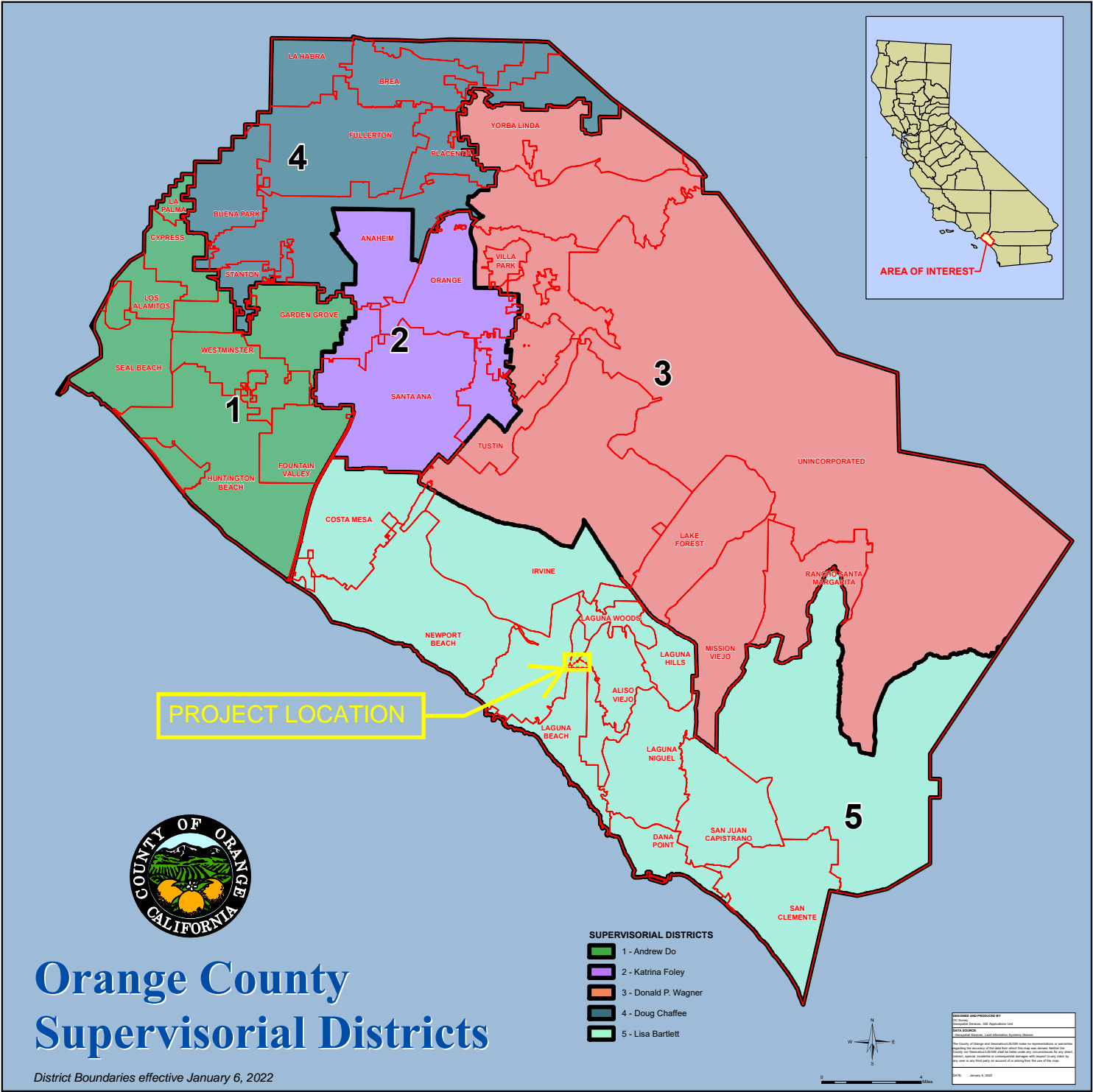
**COUNTY OF ORANGE**

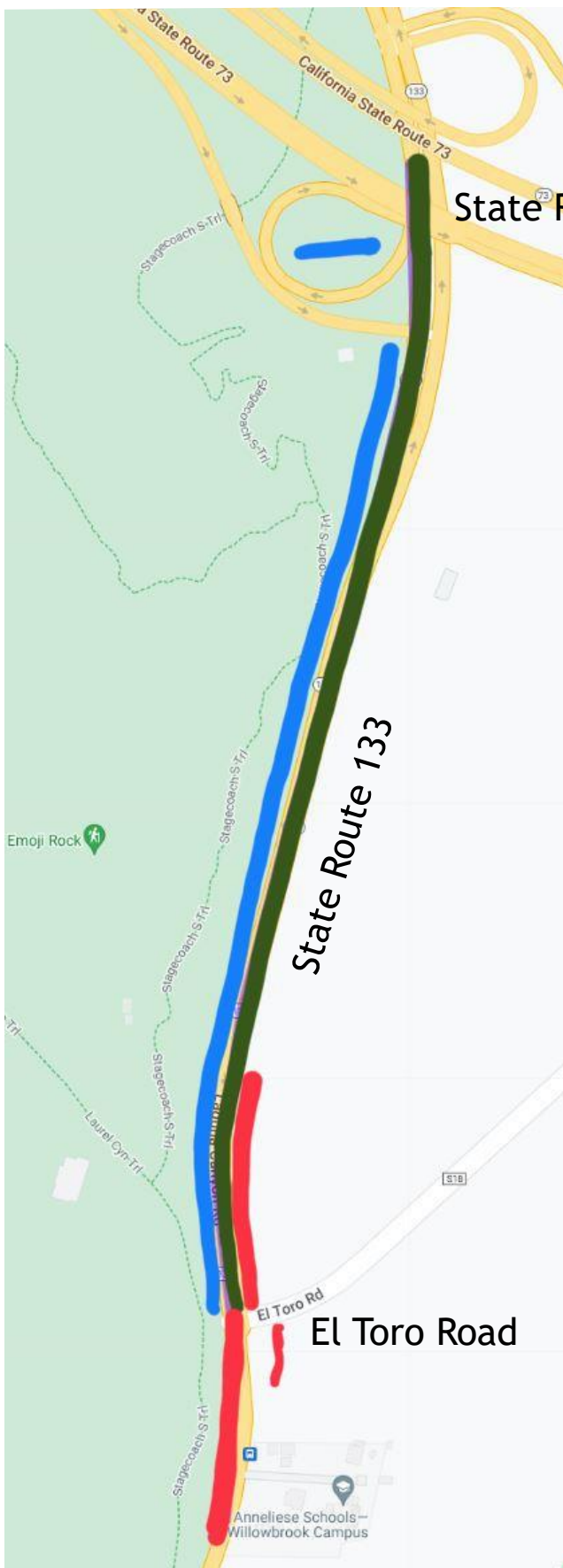
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Khalid Bazmi  
Interim Director/County Engineer  
OC Public Works

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Date





State Route 73

### County Sponsored Widening 12-0P940 (Postmile 3.3-4.1)

- Shoulder Widening,
- Class II Bike Lane,
- Utility Undergrounding

### SHOPP Funded Drainage 12-0Q360 (Postmile 3.2-4.1)

- Concrete Check Dam
- Channel Restoration

### SHOPP Funded Safety 2-0N060 (Postmile 3.2-3.6)

- Safety Project

El Toro Road



COUNTY OF ORANGE  
DEPARTMENT OF  
PUBLIC WORKS

ORANGE COUNTY PUBLIC WORKS: CONSTRUCTION

EXHIBIT: PROJECT LOCATION

SCALE: NTS

Page 2 of 2



**AGENDA STAFF REPORT****ASR Control** 23-000568

**MEETING DATE:** 02/06/24  
**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

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**CEO CONCUR**  
Concur**COUNTY COUNSEL REVIEW**  
Approved Resolution to Form**CLERK OF THE BOARD**  
Discussion  
3 Votes Board Majority

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**Budgeted:** N/A**Current Year Cost:** N/A**Annual Cost:** N/A**Staffing Impact:** No**# of Positions:****Sole Source:** N/A**Current Fiscal Year Revenue:** N/A**Funding Source:** N/A**County Audit in last 3 years:** No**Levine Act Review Completed:** N/A**Prior Board Action:** N/A

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**RECOMMENDED ACTION(S):**

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

1. Approve Grant Application – Sheriff Coroner – 2024/25 Toxicology: Comprehensive DUI Related Death Data Collection – \$50,000
2. Approve Grant Application – Sheriff Coroner – Toxicology Laboratory Automation and Efficiency Improvement 2024/2026 – \$240,200
3. Approve Grant Application – Sheriff Coroner – Providing Access and Transforming Health (PATH) Justice Involved (JI) Round 2 Modification and Augmentation – \$827,603
4. Approve Grant Application – Health Care Agency – Providing Access and Transforming Health (PATH) – Capacity and Infrastructure Transition, Expansion and Development (CITED) Initiative Round 3 – \$320,000
5. Approve Grant Application – OC Public Works – Carl Moyer Memorial Air Quality Standards Attainment Program (CMP) Program Announcement (PA) PA2024-02 – \$1,572,248
6. Approve Grant Award – OC Community Resources – Foster Youth to Independence Initiative (FYI) Vouchers – \$446,166

7. Approve Retroactive Grant Award – Social Services Agency – Access to Technology Program – \$834,551
8. Approve Grant Award and Adopt Resolution – District Attorney – Unserved/Underserved Victim Advocacy & Outreach Program – \$196,906
9. 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 - Victim Advocacy and Outreach Resoluton



# Grants Report

**DRAFT**

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**County Executive Office/Legislative Affairs**

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February 6, 2024  
Item No: 23**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 February 6, 2024, 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 – 2024/25 Toxicology: Comprehensive DUI Related Death Data Collection – \$50,000
2. Approve Grant Application – Sheriff Coroner – Toxicology Laboratory Automation and Efficiency Improvement 2024/2026 – \$240,200
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9. 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Today's Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | January 30, 2023                                                                                                                                          |
| <b>Requesting Agency/Department:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Orange County Sheriff-Coroner Department                                                                                                                  |
| <b>Grant Name and Project Title:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2024/25 Toxicology: Orange County Sheriff's Department Coroner's Division – Comprehensive DUI-Related Death Data Collection Project.                      |
| <b>Sponsoring Organization/Grant Source:</b><br>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | California Highway Patrol – Cannabis Tax Fund Grant Program                                                                                               |
| <b>Application Amount Requested:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$50,000                                                                                                                                                  |
| <b>Application Due Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | February 23, 2024                                                                                                                                         |
| <b>Board Date when Board Approved this Application:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Not Applicable                                                                                                                                            |
| <b>Awarded Funding Amount:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Not Applicable                                                                                                                                            |
| <b>Notification Date of Funding Award:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Not Applicable                                                                                                                                            |
| <b>Is this an Authorized Retroactive Grant Application/Award?</b> No<br>(If yes, attach memo to CEO)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                           |
| <b>Recurrence of Grant</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:                                        |
| <b>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                           |
| <b>Does this grant require CEQA findings?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                                                                       |
| <b>What Type of Grant is this?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:                                                              |
| <b>County Match?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes <input type="checkbox"/> Amount _____ or _____ %      No <input checked="" type="checkbox"/>                                                          |
| <b>How will the County Match be Fulfilled?</b><br>(Please include the specific budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Not Applicable                                                                                                                                            |
| <b>Will the grant/program create new part or full-time positions?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | No                                                                                                                                                        |
| <b>Purpose of Grant Funds:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 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 California Highway Patrol's Cannabis Tax Fund Grant Program (CTFGP) was developed as a result of the passage of Proposition 64, The Control, Regulate and Tax Adult Use Marijuana Act in 2016, whereby California voters mandated that the State set aside funding for the California Highway Patrol to disperse to local governments and qualified nonprofit organizations for the education, prevention, and enforcement of impaired driving laws.</p> <p>The purpose of the CTFGP is to provide funding sources for project activities that help address impaired driving and are directly related to report data collection from the body of the deceased before it is prepared for burial to</p> |                                                                                                                                                           |



## CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

test for both alcohol and drugs. In addition to any other required reporting, the Grant applicant shall report the number of deceased persons with alcohol, drugs, or a combination of alcohol and drugs in their system and provide specific data for each fatality.

Driving under the influence (DUI) represents a significant public concern, with a substantial number of fatalities occurring year-round due to impaired driving. To further improve the overall service to the County, the Coroner's Division of the Orange County Sheriff's Department plans to supplement the coroner's staff with overtime to improve the collection and dissemination of data using the coroner case management system to review, evaluate, and accurately record the data pertained to DUI cases related to deaths. The Coroner's Division will continue collaborating with the Orange County Crime Lab to enhance the accuracy and timeliness of DUI-related fatality data. This data collection will help develop a comprehensive picture of the magnitude and characteristics of impaired driving and aid in public safety through improved data collection. This project performance period is from July 1, 2024, through June 30, 2026.

If funding is awarded, the Sheriff-Coroner or designee will return to the Board of Supervisors for approval of a grant resolution and to accept the grant funding.

**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)

Authorize the Sheriff-Coroner, or designee, to sign all necessary documents required for submitting the application and supporting documentation to the California Highway Patrol's Cannabis Tax Fund Grant Program.

**Department Contact :**

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

Artin Baron, Senior Criminal Justice Manager

[abaron@ocsheriff.gov](mailto:abaron@ocsheriff.gov)

(714) 647-3459

**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:

Bradley Olsen, Business Services Deputy Director

[brpolsen@ocsheriff.gov](mailto:brpolsen@ocsheriff.gov)

(714) 647-7440



# CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Today's Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | January 30, 2024                                                                                                                                          |
| <b>Requesting Agency/Department:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Sheriff-Coroner Department                                                                                                                                |
| <b>Grant Name and Project Title:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Toxicology Laboratory Automation and Efficiency Improvement 2024/2026                                                                                     |
| <b>Sponsoring Organization/Grant Source:</b><br><small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | California Highway Patrol – Cannabis Tax Fund Grant Program                                                                                               |
| <b>Application Amount Requested:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$240,200                                                                                                                                                 |
| <b>Application Due Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2/23/24                                                                                                                                                   |
| <b>Board Date when Board Approved this Application:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                           |
| <b>Awarded Funding Amount:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | N/A                                                                                                                                                       |
| <b>Notification Date of Funding Award:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | N/A                                                                                                                                                       |
| <b>Is this an Authorized Retroactive Grant Application/Award?</b><br><small>(If yes, attach memo to CEO)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                           |
| <b>Recurrence of Grant</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:                                        |
| <b>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CTFGP FY21-23 = \$467,700<br>FY22-24 = \$356,312<br>FY23-25 = \$512,050                                                                                   |
| <b>Does this grant require CEQA findings?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                                                                       |
| <b>What Type of Grant is this?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:                                                              |
| <b>County Match?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>                                                               |
| <b>How will the County Match be Fulfilled?</b><br><small>(Please include the specific budget)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | N/A                                                                                                                                                       |
| <b>Will the grant/program create new part or full-time positions?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | No                                                                                                                                                        |
| <b>Purpose of Grant Funds:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 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 Orange County Crime Laboratory (OC Crime Lab) has worked collaboratively for a number of years to improve toxicological analysis and testimony on driving under the influence of drug (DUID) cases within the County of Orange. The laboratory has established standards of performance in both DUID testing and expert testimony that have been recognized at both the state and national level. To further improve the overall service to the County, the OC Crime Lab tests all blood samples obtained from traffic safety related incidents for drugs. To continue providing the County of Orange with up-to-date Toxicology services, the laboratory plans to rearrange a space by adding equipment where OC Crime Lab's Toxicology section can perform all of the quality assurance duties including the storage of reference material and reagents to create standards and controls in one central location through funding from the California Highway Patrol's Cannabis Tax Fund Grant Program (CTFGP). In addition, the alcohol section is in need of a replacement Gas Chromatograph with Mass Spectrometry and Flame Ionization Detector. The cost for the total compensation for equipment and overtime for current staff is \$240,200. |                                                                                                                                                           |



# CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

|                                                                                                                                                                                                                                                                                     |                                                                                                                        |                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Board Resolution Required?</b><br>(Please attach document to eForm)                                                                                                                                                                                                              | Yes <input type="checkbox"/>                                                                                           | No <input checked="" type="checkbox"/> |
| <b>Deputy County Counsel Name:</b><br>(Please list the Deputy County Counsel that approved the Resolution)                                                                                                                                                                          |                                                                                                                        |                                        |
| <b>Recommended Action/Special Instructions</b><br>(Please specify below)                                                                                                                                                                                                            |                                                                                                                        |                                        |
| 1. The Sheriff-Coroner Department's Orange County Crime Lab requests authorization to apply for the Toxicology Laboratory Automation and Efficiency Improvement 2024/2026 grant through the California Highway Patrol's Cannabis Tax Fund Grant Program in the amount of \$240,200. |                                                                                                                        |                                        |
| <b>Department Contact :</b>                                                                                                                                                                                                                                                         | List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information. |                                        |
| Bruce Lyle, <a href="mailto:Blyle@ocsheriff.gov">Blyle@ocsheriff.gov</a> 714-834-4510                                                                                                                                                                                               |                                                                                                                        |                                        |
| <b>Name of the individual attending the Board Meeting:</b>                                                                                                                                                                                                                          | List the name of the individual who will be attending the Board Meeting for this Grant Item:                           |                                        |
| Bruce Lyle, Assistant Director of the Orange County Crime Lab                                                                                                                                                                                                                       |                                                                                                                        |                                        |





# CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

| <b>Today's Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | January 30, 2024                                                                                                                                                                                                                                                                               |             |         |         |   |            |            |   |             |             |   |             |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------|---------|---|------------|------------|---|-------------|-------------|---|-------------|-------------|
| <b>Requesting Agency/Department:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Sheriff-Coroner Department                                                                                                                                                                                                                                                                     |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>Grant Name and Project Title:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | California Advancing and Innovating Medi-Cal (CalAIM): Providing Access and Transferring Health (PATH) Justice-Involved (JI) – JI Round 2 Modification and Augmentation                                                                                                                        |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>Sponsoring Organization/Grant Source:</b><br>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | California Department of Health Care Services (DHCS)                                                                                                                                                                                                                                           |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>Application Amount Requested:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$827,603                                                                                                                                                                                                                                                                                      |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>Application Due Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | February 14, 2024                                                                                                                                                                                                                                                                              |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>Board Date when Board Approved this Application:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Not Applicable                                                                                                                                                                                                                                                                                 |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>Awarded Funding Amount:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Not Applicable                                                                                                                                                                                                                                                                                 |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>Notification Date of Funding Award:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Not Applicable                                                                                                                                                                                                                                                                                 |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>Is this an Authorized Retroactive Grant Application/Award?</b> No<br>(If yes, attach memo to CEO)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>Recurrence of Grant</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:                                                                                                                                                                             |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <table border="1"><thead><tr><th>Round</th><th>Applied</th><th>Awarded</th></tr></thead><tbody><tr><td>1</td><td>\$ 250,000</td><td>\$ 250,000</td></tr><tr><td>2</td><td>\$4,450,000</td><td>\$5,003,536</td></tr><tr><td>3</td><td>\$4,450,000</td><td>\$7,500,000</td></tr></tbody></table> | Round       | Applied | Awarded | 1 | \$ 250,000 | \$ 250,000 | 2 | \$4,450,000 | \$5,003,536 | 3 | \$4,450,000 | \$7,500,000 |
| Round                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Applied                                                                                                                                                                                                                                                                                        | Awarded     |         |         |   |            |            |   |             |             |   |             |             |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 250,000                                                                                                                                                                                                                                                                                     | \$ 250,000  |         |         |   |            |            |   |             |             |   |             |             |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$4,450,000                                                                                                                                                                                                                                                                                    | \$5,003,536 |         |         |   |            |            |   |             |             |   |             |             |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$4,450,000                                                                                                                                                                                                                                                                                    | \$7,500,000 |         |         |   |            |            |   |             |             |   |             |             |
| <b>Does this grant require CEQA findings?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                                                                                                                                                                                                            |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>What Type of Grant is this?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain:<br>Formula program                                                                                                                                                                                |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>County Match?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>                                                                                                                                                                                                    |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>How will the County Match be Fulfilled?</b><br>(Please include the specific budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Not Applicable                                                                                                                                                                                                                                                                                 |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>Will the grant/program create new part or full-time positions?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Yes                                                                                                                                                                                                                                                                                            |             |         |         |   |            |            |   |             |             |   |             |             |
| <b>Purpose of Grant Funds:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 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 California Department of Health Care Services (DHCS) provides funding for the Providing Access and Transferring Health (PATH) Capacity Building Program to support the Justice-Involved (JI) Reentry Initiative. This grant aims to assist participating entities in delivering and providing the California Advancing and Innovating Medi-Cal (CalAIM) Justice Reentry Demonstration Initiative. The demonstration initiative supports the planning and needs of incarcerated beneficiaries as they near the end of their incarceration and re-enter the community.</p> <p>The CalAIM PATH JI Round 2 award provided funding to implement the statewide justice-involved initiatives, including support to the collaborative planning between the Orange County Sheriff's Department (OCSD), Social</p> |                                                                                                                                                                                                                                                                                                |             |         |         |   |            |            |   |             |             |   |             |             |



## CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

Services Agency (SSA), County Health Care Agency (HCA) and County Probation Department to identify and scope out the processes, protocols and IT system modifications. Additionally, this funding supported the implementation of pre-release enrollment and suspension processes that helped ensure Medi-Cal coverage upon reentry into the community to facilitate access to needed Medi-Cal-covered services. These processes were foundational to providing Medi-Cal services 90 days before release, as requested by the DHCS through its CalAIM JI Reentry Demonstration initiative, which is mandatory per federal and state law.

The OCSD, HCA, SSA and the County Probation Department received JI Round 2 funding and are now eligible to request modifications and augmentations to their original plans.

The OCSD, in collaboration with HCA, SSA, and Probation, will request an augmentation of \$150,000 to replace the previous system with a new data system to help with the implementation and configuration to provide inmates' housing and, outreach pre-release information.

The Probation Department will be requesting \$34,200 to augment staff cubicle workstations by creating higher walls to increase efficiency and protect information.

The following funding will be requested for County positions:

- \$125,000 is being requested for one Deputy Sheriff.
- \$186,064 for two full-time employee (FTE) SSA positions to complete work on behalf of OCSD.
- \$332,339 for 2.5 FTEs to support SSA's work.

The OCSD, in partnership with HCA, SSA, and County Probation Department will continue to plan collaboratively to understand the needs of the correctional agencies and their partners. The Sheriff-Coroner Department will serve as the County lead agent and oversee the grant and submission of related documents.

**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)

Authorize the Sheriff-Coroner or designee to sign all necessary application documents required to submit the augmentation application and supporting documentation to the California Department of Health Care Services.

**Department Contact :**

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

Commander Nathan Wilson  
Behavioral Health Bureau  
[nlwilson@ocsheriff.gov](mailto:nlwilson@ocsheriff.gov)  
(714) 647-6001

**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  
Behavioral Health Bureau  
[TCritz@ocsheriff.gov](mailto:TCritz@ocsheriff.gov)  
(714) 647-6007



# CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Today's Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | January 30, 2024                                                                                                                                          |
| <b>Requesting Agency/Department:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Health Care Agency / Mental Health and Recovery Services                                                                                                  |
| <b>Grant Name and Project Title:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Providing Access and Transforming Health (PATH) - Capacity and Infrastructure Transition, Expansion and Development (CITED) Initiative Round 3            |
| <b>Sponsoring Organization/Grant Source:</b><br><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                                                                                                             |
| <b>Application Amount Requested:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$320,000                                                                                                                                                 |
| <b>Application Due Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | February 14, 2024                                                                                                                                         |
| <b>Board Date when Board Approved this Application:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | N/A                                                                                                                                                       |
| <b>Awarded Funding Amount:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                           |
| <b>Notification Date of Funding Award:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                           |
| <b>Is this an Authorized Retroactive Grant Application/Award? No</b><br><small>(If yes, attach memo to CEO)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                           |
| <b>Recurrence of Grant</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:                                        |
| <b>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Awarded PATH CITED Round 2 \$277,410.60                                                                                                                   |
| <b>Does this grant require CEQA findings?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                                                                       |
| <b>What Type of Grant is this?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:                                                              |
| <b>County Match?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>                                                               |
| <b>How will the County Match be Fulfilled?</b><br><small>(Please include the specific budget)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | N/A                                                                                                                                                       |
| <b>Will the grant/program create new part or full-time positions?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No                                                                                                                                                        |
| <b>Purpose of Grant Funds:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 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>In conjunction with Department of Health Care Services (DHCS) proposed California Advancing and Innovating Medi-Cal (CalAIM) implementation via a phased-in approach of services and Populations of Focus (POF) at 6-month intervals over a 2-year period, DHCS also received federal approval to implement the Providing Access and Transforming Health (PATH) Initiative as part of the state's 1115 demonstration waiver on December 29, 2021. PATH is designed to increase capacity and capabilities up front by making funding opportunities available to "on the ground" partners, including providers, counties, former Whole Person Care (WPC) Lead Entities, community-based organizations (CBOs), Tribes, and others working to implement CalAIM Enhanced Care Management (ECM) and Community Supports (CS) services.</p> <p>One initiative under PATH is the Capacity and Infrastructure Transition, Expansion and Development (CITED) Initiative that provides funding to enable the transition, expansion, and development of ECM</p> |                                                                                                                                                           |



# CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

and Community Supports capacity and infrastructure.

The purpose of these funds is to support entities in building capacity to provide high-quality, patient-centered ECM/Community Support to Medi-Cal members and to inform the community of available services through Community Supports and Enhanced Care Management

The Health Care Agency (HCA), as the lead agency for this grant opportunity, will work with Social Services Agency complete a coordinated, all-inclusive application by the February 14, 2024, deadline.

HCA will return to the BOS with a completed and request to accept funds.

**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)

Authorize Orange County's participation in DHCS' Providing Access and Transforming Health Capacity and Infrastructure Transition, Expansion and Development Round 3 Funding.

**Department Contact :**

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

Veronica Kelley, Chief of Mental Health and Recovery Services  
[vkelly@ochca.com](mailto:vkelly@ochca.com) phone: 714-834-7024

**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:

Veronica Kelley, Chief of Mental Health and Recovery Services  
[vkelly@ochca.com](mailto:vkelly@ochca.com) phone: 714-834-7024



# CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Today's Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | January 29, 2024                                                                                                                                          |
| Requesting Agency/Department:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Orange County Public Works (OCPW)                                                                                                                         |
| Grant Name and Project Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Carl Moyer Memorial Air Quality Standards Attainment Program (CMP) – Program Announcement (PA) PA2024-02                                                  |
| Sponsoring Organization/Grant Source:<br><small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>                                                                                                                                                                                                                                                                                                                                                                                      | South Coast Air Quality Management District (South Coast AQMD)                                                                                            |
| Application Amount Requested:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$1,572,248                                                                                                                                               |
| Application Due Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | February 6, 2024                                                                                                                                          |
| Board Date when Board Approved this Application:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | February 6, 2024                                                                                                                                          |
| Awarded Funding Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | TBD                                                                                                                                                       |
| Notification Date of Funding Award:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | TBD                                                                                                                                                       |
| Is this an Authorized Retroactive Grant Application/Award?<br><small>(If yes, attach memo to CEO)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                           |
| Recurrence of Grant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:                                        |
| If this is a recurring grant, please list the funding amount applied for and awarded in the past:                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                           |
| Does this grant require CEQA findings?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                                                                       |
| What Type of Grant is this?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:                                                              |
| County Match?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes <input checked="" type="checkbox"/> Amount <u>\$1,572,249</u> No <input type="checkbox"/>                                                             |
| How will the County Match be Fulfilled?<br><small>(Please include the specific budget)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Countywide Capital Projects Non-General Fund 15D                                                                                                          |
| 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>The grant, if awarded, will be used to provide 50% of the eligible project funding to install approximately 46 new EV charging pedestals and a total of 79 charging ports at six (6) locations as follows (each location will be a separate project):</p> <ol style="list-style-type: none"><li>1. 1300 S Grand, Santa Ana, CA</li><li>2. 2245 Glassell St., Orange, CA</li><li>3. 2020 W Walnut Ave, Santa Ana, CA</li><li>4. 400 West Santa Ana Blvd, Santa Ana, CA</li><li>5. 800 N. Eckhoff, Orange, CA</li><li>6. 1770 Broadway, Santa Ana, CA</li></ol> |                                                                                                                                                           |



## CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

**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)

Authorize OCPW Director, or designee, to sign all necessary application documents required for submission of the application of the Carl Moyer Memorial Air Quality Standards Attainment Program application.

**Department Contact :**

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

Zac Henson  
Deputy Director Admin Services  
OC Public Works  
601 North Ross Street, Santa Ana, CA 92701  
714-834-7452 : [zac.henson@ocpw.ocgov.com](mailto:zac.henson@ocpw.ocgov.com)

**Name of the individual attending the Board Meeting:**

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

Zac Henson  
Deputy Director Admin Services  
OC Public Works  
601 North Ross Street, Santa Ana, CA 92701  
714-834-7452 : [zac.henson@ocpw.ocgov.com](mailto:zac.henson@ocpw.ocgov.com)



# CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Today's Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1/25/2024                                                                                                                                                     |
| <b>Requesting Agency/Department:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | OC Community Resources/Orange County Housing Authority                                                                                                        |
| <b>Grant Name and Project Title:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Foster Youth to Independence Initiative (FYI) Vouchers                                                                                                        |
| <b>Sponsoring Organization/Grant Source:</b><br>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | U.S. Housing and Urban Development (HUD)                                                                                                                      |
| <b>Application Amount Requested:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | N/A                                                                                                                                                           |
| <b>Application Due Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | N/A                                                                                                                                                           |
| <b>Board Date when Board Approved this Application:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 6/27/2023                                                                                                                                                     |
| <b>Awarded Funding Amount:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$446,166 (25 Housing Choice Vouchers)                                                                                                                        |
| <b>Notification Date of Funding Award:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1/8/2024                                                                                                                                                      |
| <b>Is this an Authorized Retroactive Grant Application/Award?</b> (If yes, attach memo to CEO)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                               |
| <b>Recurrence of Grant</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:                                            |
| <b>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                               |
| <b>Does this grant require CEQA findings?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                                                                           |
| <b>What Type of Grant is this?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Non-Competitive rolling basis based on available Federal funding |
| <b>County Match?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes <input type="checkbox"/> Amount ____ or ____ % No <input checked="" type="checkbox"/>                                                                     |
| <b>How will the County Match be Fulfilled?</b><br>(Please include the specific budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | N/A                                                                                                                                                           |
| <b>Will the grant/program create new part or full-time positions?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | No                                                                                                                                                            |
| <b>Purpose of Grant Funds:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 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.     |
| HUD notified Orange County Housing Authority (OCHA) of a funding allocation of 25 Foster Youth to Independence (FYI) initiative Housing Choice Vouchers (HCV) on January 8, 2024. The FYI initiative makes HCV assistance available to OCHA in partnership with the Orange County Social Services Agency (SSA). The FYI initiative provides housing assistance on behalf of youth at least 18 years and no more than 24 years of age who left foster care, or will leave foster care within 90 days, and are homeless or at risk of homelessness. Per the Family Unification Program Memorandum of Understanding (MOU) between OCHA, SSA and Continuum of Care to work collaboratively and refer eligible families to OCHA, SSA will identify eligible youth client referrals to OCHA to issue FYI vouchers. |                                                                                                                                                               |
| <b>Board Resolution Required?</b><br>(Please attach document to eForm)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                                                                           |
| <b>Deputy County Counsel Name:</b><br>(Please list the Deputy County Counsel that approved the Resolution)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | N/A                                                                                                                                                           |
| <b>Recommended Action/Special Instructions</b> (Please specify below)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                               |
| Authorize the OC Community Resources Director or designee to accept the 25 Foster Youth to Independence initiative Housing Choice Vouchers awarded in the amount of \$446,166.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                               |
| <b>Department Contact:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.                                        |
| Julia Bidwell (714) 480-2991 / julia.bidwell@occr.ocgov.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                               |
| <b>Name of the individual attending the Board Meeting:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | List the name of the individual who will be attending the Board Meeting for this Grant Item:                                                                  |
| Dylan Wright, Director, OC Community Resources.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                               |





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## M E M O

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January 30, 2024

TO: Frank Kim, County Executive Officer

FROM: An Tran, Director, Social Services Agency

  
Digitally signed by Frank Kim  
DN: cn=Frank Kim, o=County of  
Orange, ou=CEO,  
email=frank.kim@ocgov.com,  
c=US  
Date: 2024.01.30 16:56:39 -08'00'

SUBJECT: Retroactive Request to accept Grant Award from Access to Technology Program

This memo is being submitted to request that the CEO place the subject Grant award on the February 6, 2024, Board of Supervisors (Board) Meeting Agenda. The Social Services Agency (SSA) requests retroactive approval to accept Grant award for funding in the amount of \$834,551, which is the allocation for Orange County. On November 14, 2023, SSA was notified of an opportunity to receive an additional \$618,000 in available funding due to a reallocation of excess funds. SSA requested the additional \$618,000 for the program via informal survey and indicated a willingness to accept additional funding, if it became available. On December 21, 2023, SSA was awarded \$834,551 in reallocated funds, for a cumulative total of \$4,342,800, for the program. Due to CDAs' delay in notifying counties of allocated funding and the compressed certification timeline, this request for approval of the grant award is being submitted to the Board retroactively.

If you have any questions about the grant, please contact Kristina Traw at (714) 245-6049.

Thank you,



An Tran  
SSA Director





# CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Today's Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1/30/2024                                                                                                                                                 |
| <b>Requesting Agency/Department:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Social Services Agency (SSA)                                                                                                                              |
| <b>Grant Name and Project Title:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Access to Technology Program                                                                                                                              |
| <b>Sponsoring Organization/Grant Source:</b><br>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | California Department of Aging                                                                                                                            |
| <b>Application Amount Requested:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$618,000                                                                                                                                                 |
| <b>Application Due Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | N/A                                                                                                                                                       |
| <b>Board Date when Board Approved this Application:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 12/20/2022                                                                                                                                                |
| <b>Awarded Funding Amount:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$834,551                                                                                                                                                 |
| <b>Notification Date of Funding Award:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 12/21/2023                                                                                                                                                |
| <b>Is this an Authorized Retroactive Grant Application/Award? YES</b><br>(If yes, attach memo to CEO)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                           |
| <b>Recurrence of Grant</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | New <input type="checkbox"/> Recurrent <input type="checkbox"/> Other <input checked="" type="checkbox"/> Explain: Reallocation                           |
| <b>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/A                                                                                                                                                       |
| <b>Does this grant require CEQA findings?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                                                                       |
| <b>What Type of Grant is this?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Non-competitive allocation                                   |
| <b>County Match?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>                                                               |
| <b>How will the County Match be Fulfilled?</b><br>(Please include the specific budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | N/A                                                                                                                                                       |
| <b>Will the grant/program create new part or full-time positions?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | No                                                                                                                                                        |
| <b>Purpose of Grant Funds:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 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>Assembly Bill 135 (Chapter 85, Statutes of 2021) added section 9104 to the Welfare and Institutions Code (WIC), requiring the California Department of Aging (CDA) to create the Access to Technology (ATT) Program. Pursuant to WIC, Section 9104, ATT is a one-time non-competitive \$48.5 million opt-in county grant opportunity included in the Home and Community Based Services Plan leveraging time-limited federal funds.</p> <p>SSA, in collaboration with OCCR, developed a plan to implement the ATT Program for older adults and persons with disabilities through Bridging the Digital Divide (BDD). Grant funds have been used to expand BDD by extending data plan services to existing participants in the senior technology program; offering ATT devices and training to those on program waitlists; and conducting outreach to serve new participants.</p> <p>On August 25, 2022, SSA submitted the application for ATT funds in the amount of \$3,487,249. The Board retroactively approved the grant application on September 13, 2022. On October 18, 2022, SSA received the grant approval from CDA in the amount requested. On December 20, 2022, the Board approved the Grant Agreement with the California Department of Aging and the grant award in the amount of \$3,487,249, for term commencing upon Board's approval through December 31, 2024.</p> |                                                                                                                                                           |



## CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

On November 14, 2023, SSA was notified of an opportunity to receive an additional \$618,000 in available funding due a reallocation of excess funds. SSA requested the additional \$618,000 for the program via informal survey and indicated a willingness to accept additional funding if it became available.

On December 21, 2023, SSA was awarded \$834,551 in reallocated funds, for a cumulative total of \$4,342,800, for the program.

Approval of this reallocation of funds will allow for continuity of the ATT Program services to support efforts in combating isolation, building a technology infrastructure and helping older adults build self-confidence and self-improvement.

**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)

Authorize the Social Services Agency Director or Deputized designee, to accept the Grant Award for the Home and Community Based Services Access to Technology Program reallocation amount of \$834,551, for a total maximum allocation of \$4,342,800, and amend the agreement with the California Department of Aging to administer the program funds for the term commencing upon Board of Supervisor's approval through December 31, 2024.

**Department Contact :**

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

An Tan, 714-541-7708, An.Tran@ssa.ocgov.com

**Name of the individual attending the Board Meeting:**

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

An Tan, 714-541-7708, An.Tran@ssa.ocgov.com



# CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

|                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Today's Date:</b>                                                                                                                                                | January 30, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Requesting Agency/Department:</b>                                                                                                                                | District Attorney                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Grant Name and Project Title:</b>                                                                                                                                | Unserved/Underserved Victim Advocacy & Outreach Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Sponsoring Organization/Grant Source:</b><br>(If the grant source is not a government entity, please provide a brief description of the organization/foundation) | California Governor's Office of Emergency Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Application Amount Requested:</b>                                                                                                                                | \$196,906                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Application Due Date:</b>                                                                                                                                        | January 31, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Board Date when Board Approved this Application:</b>                                                                                                             | March 28, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Awarded Funding Amount:</b>                                                                                                                                      | \$196,906                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Notification Date of Funding Award:</b>                                                                                                                          | January 22, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Is this an Authorized Retroactive Grant Application/Award? No</b><br>(If yes, attach memo to CEO)                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Recurrence of Grant</b>                                                                                                                                          | New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</b>                                                            | Calendar Year 2023; Applied for \$196,906; Awarded \$196,906.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Does this grant require CEQA findings?</b>                                                                                                                       | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>What Type of Grant is this?</b>                                                                                                                                  | Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>County Match?</b>                                                                                                                                                | Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>How will the County Match be Fulfilled?</b><br>(Please include the specific budget)                                                                              | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Will the grant/program create new part or full-time positions?</b>                                                                                               | No new position is required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Purpose of Grant Funds:</b>                                                                                                                                      | 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.<br><br>The Unserved/Underserved Victim Advocacy & Outreach Program is supported by the Federal Victims of Crime Act. The program is designed to provide increased access to culturally appropriate victim services for unserved/underserved victims of crime. The District Attorney was awarded \$196,906 to continue the program.<br><br>These grant funds will be utilized to support a specialized team within Waymakers to provide victims of gang violence and their families with support services, which include crisis intervention, emergency assistance, counseling, court support, community outreach and assistance with California Victim Compensation Board claims. The team consists of program directors, victim advocates and coordinators to assist victims. |
| <b>Board Resolution Required?</b><br>(Please attach document to eForm)                                                                                              | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Deputy County Counsel Name:</b><br>(Please list the Deputy County Counsel that approved the Resolution)                                                          | James Harman, Deputy County Counsel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



## CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

### Recommended Action/Special Instructions

(Please specify below)

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

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with CalOES accepting the grant award of \$196,906 to continue the Unserved/Underserved Victim Advocacy & Outreach Program for calendar year 2024.
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 Unserved/Underserved Victim Advocacy & Outreach 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](mailto: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

February 6, 2024

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

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

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CalOES for the Unserved/Underserved Victim Advocacy and Outreach Program, effective from January 1, 2024 to December 31, 2024, in the amount not to exceed \$196,906.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the County’s performance of this Grant Award Agreement, including civil court actions for damages. The State of California and Cal OES disclaim responsibility for any such liability.

6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.



# BOARD OF SUPERVISORS

## MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Vice Chairman Doug Chaffee, Supervisor, 4<sup>th</sup> District

*Doug Chaffee*

Date: 01/24/2024

**RE: Add Supplemental Item to February 6, 2024, Board Meeting Agenda – Appoint John Douglas Warren to the Orange County Parks Commission**

*S26A*

Vice Chairman Chaffee requests a supplemental item be placed on the February 6, 2024, Board of Supervisors agenda to appoint John Douglas Warren to the Orange County Parks Commission for a term concurrent with the supervisor's term of office. The seat was vacated by John Koos.

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

2024 JAN 24 PM 12:42  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

RECEIVED



APPLICATION FOR COUNTY OF ORANGE  
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to: Clerk of the Board of Supervisors  
400 W. Civic Center Dr., 6th Floor  
Santa Ana, California 92701  
Email: [response@ocgov.com](mailto:response@ocgov.com)  
Website: <https://cob.ocgov.com/>

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

**NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP. SEE LIST AT <https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information>**

OC Parks Commission

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

APPLICANT NAME AND RESIDENCE ADDRESS:

John Douglas Warren  
First Name Middle Name Last Name

Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

☒ **EMPLOYMENT HISTORY:** Please attach a resume to this application and provide any information that would be helpful in evaluating your application. **A RESUME MUST BE ATTACHED TO YOUR APPLICATION.**

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange



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

| <u>ORGANIZATION/SOCIETY</u>                                         | <u>FROM (MO./YR.)</u> | <u>TO (MO./YR.)</u> |
|---------------------------------------------------------------------|-----------------------|---------------------|
| <u>Stanton Parks Recreation &amp; Community Services Commission</u> | <u>01/2017</u>        | <u>Present</u>      |
| <u>Stanton Community Foundation</u>                                 | <u>05/2022</u>        | <u>Present</u>      |
| <u>Lions Club of Stanton</u>                                        | <u>09/2022</u>        | <u>Present</u>      |

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

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

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

☐ YES ☒ NO

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

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

I am passionate about parks and community, and I believe my  
professional and civic experience aligns with this objective

DATE: 1/23/2024

APPLICANTS SIGNATURE: John Warren

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

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

# John Warren

## Experience

### Antarra Communications

*Account Supervisor and Creative Lead*

Anaheim, CA

2007 - Present

- Implement strategic marketing plans with research, budget management, and campaign development
- Orchestrate extensive graphic design initiatives, delivering logos, branding, brochures, catalogs, and style guides across multimedia platforms
- Developed and published over 2,000 daily HTML-based reports for Samsung, demonstrating analysis, market research, and information categorization
- Led client outreach at global trade shows and managed event logistics
- Directed political campaign strategies, overseeing website development, SEO, online advertising, mailing lists, budget management, public outreach, and promotional materials

### City of Stanton

*Parks, Recreation & Community Services Commission*

Stanton, CA

Jan. 2017 - Present

- Chair (2019-Present): Oversee meetings, effective decision-making, and community engagement
- Evaluate Parks Master Plan, park and facility upgrade proposals, city programs, and grants.
- Enhanced community engagement through social media

### Volunteer

- Committee Member, City of Stanton 60th Anniversary and Car Show: Planning and graphic design
- Authored council redistricting map "Option Cv2", adopted by the Stanton City Council
- Conceived and executed a community mural for Stanton Central Park's community building

## Education

### Cal State University Fullerton

Bachelor of Arts in Public Administration

Fullerton, CA

Jan. 2023 – Present

- 3.91/4.0 GPA (Major/University), completed 115 of 120 units, expected graduation May 2024
- Dean's List: All semesters, Pi Alpha Alpha (National Public Administration Honor Society), Pi Sigma Alpha (National Political Science Honor Society), Admission with Distinction

### Cypress College

Associate of Arts in Political Science

Cypress, CA

Aug. 2022

- High Honors, Sigma Alpha Pi (National Society of Leadership and Success)

## Non-Profit

### Lions Club of Stanton

Sep. 2022 – Present

- Board Member: Manage sponsorships and donations for non-profits and city events

### Stanton Community Foundation

May. 2022 – Present

- Board Member: Event planning and graphic design for Stanton Car Show and Charity Shootout

## Skills

|                                |                                                              |
|--------------------------------|--------------------------------------------------------------|
| Microsoft Office Applications: | Word, Excel, PowerPoint, Outlook                             |
| Adobe Applications:            | Photoshop, Illustrator, InDesign, Dreamweaver, Acrobat       |
| Google Applications:           | Sheets, Docs, Drive, Ads, Maps (Local Guide & My Maps)       |
| Web Applications:              | WordPress, Elementor, Yoast SEO, Constant Contact, Wikipedia |
| Social Media:                  | Facebook, Instagram, Twitter (now 'X'), LinkedIn             |
| Photography:                   | DLSR, SLR, Drone, Smartphone                                 |

## Awards & Certifications

### City of Stanton Citizen's Academy

Completed an eight-week course encompassing all city departments in Stanton

City of Stanton

Nov. 2017

### Eagle Scout

Eagle Scout Project: Designed and constructed games for City of Stanton events

Boy Scouts of America

May. 2007



# BOARD OF SUPERVISORS

## MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Vice Chairman Doug Chaffee, Supervisor, 4<sup>th</sup> District

Date: 01/31/2024

**RE: *Revision to Supplemental Item to February 6, 2024, Board Meeting Agenda – Appoint Felix B. Lopez to the ~~Orange County Senior Citizens Advisory Council~~ Orange County Older Adults Advisory Commission***

Vice Chairman Chaffee requests a *revision to* supplemental item for the February 6, 2024, Board of Supervisors agenda to appoint Felix B. Lopez to the ~~Orange County Senior Citizens Advisory Council~~ *Orange County Older Adults Advisory Commission* for a term concurrent with the supervisor's term of office. The seat was vacated in November of 2023 by LyLy Nguyen.

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

CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

2024 FEB -1 PM 4:44

RECEIVED



# BOARD OF SUPERVISORS

## MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Vice Chairman Doug Chaffee, Supervisor, 4<sup>th</sup> District

*Doug Chaffee*

Date: 01/24/2024

**RE: Add Supplemental Item to February 6, 2024, Board Meeting Agenda – Appoint Felix B. Lopez to the Orange County Senior Citizens Advisory Council**

*S26B*

Vice Chairman Chaffee requests a supplemental item be placed on the February 6, 2024, Board of Supervisors agenda to appoint Felix B. Lopez to the Orange County Senior Citizens Advisory Council for a term concurrent with the supervisor's term of office. The seat was vacated in November of 2023 by LyLy Nguyen.

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

RECEIVED  
2024 JAN 24 PM 12:42  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS





APPLICATION FOR COUNTY OF ORANGE (FOR COUNTY USE ONLY)  
BOARD, COMMISSION OR COMMITTEE

Return to: Clerk of the Board of Supervisors  
400 W. Civic Center Dr., 6th Floor  
Santa Ana, California 92701  
Email: [response@ocgov.com](mailto:response@ocgov.com)  
Website: <https://cob.ocgov.com/>

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

**NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP. SEE LIST AT <https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information>**

**Orange County Senior Citizens Advisory Council**

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

**NAME AND RESIDENCE ADDRESS:**

**Felix B. Lopez**

**CURRENT EMPLOYER:**

**OCCUPATION/JOB TITLE:**

**BUSINESS ADDRESS:**

**BUSINESS PHONE NUMBER:**

**EMPLOYMENT HISTORY:** Please attach a resume to this application and provide any information that would be helpful in evaluating your application. **A RESUME MUST BE ATTACHED TO YOUR APPLICATION.**

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

**IF NO, NAME OF COUNTRY OF CITIZENSHIP:** N/A

**ARE YOU A REGISTERED VOTER?** X YES ☐ NO

**IF YES, NAME COUNTY YOU ARE REGISTERED IN:** Orange County-Buena Park

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

ORGANIZATION/SOCIETY FROM (MO./YR.) TO (MO./YR.) Please see the attached resume.

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

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

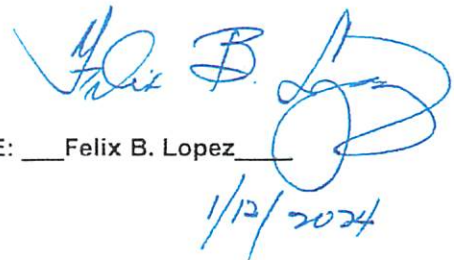
HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL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

☐ YES ☒ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY. N/A

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY. With all my training, experiences, and exposure to many facets of life, it's high time that it's also my time to give back to the Country and the County that I love. I am applying to be a part of the Senior Citizens Advisory Council because I can relate to it and contribute immensely to the upliftment and further the cause of the wellbeing of Seniors in our County.

DATE: \_\_January 12, 2024\_\_ APPLICANTS SIGNATURE: \_\_Felix B. Lopez\_\_



1/12/2024

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

Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors

Date referred: \_\_\_\_\_

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

Name \_\_\_\_\_ Revised Date 02/14/23 Page 2 of 2

# **Felix B. Lopez**

## **Educational Attainment**

- **Doctor of Business Administration (units)** – Northcentral University  
Prescott Valley, Arizona (2011-2012)
- **Master of Business Administration (MBA)** – Polytechnic University of the  
Philippines, Manila Philippines (2009)
- **Bachelor of Arts, Major in Economics (BA, Economics)** – University of  
Pangasinan, Philippines (1978) – Graduated **MAGNA CUM LAUDE**
- **Life Underwriters Training Council, Fellow (LUTCF)** – The American College,  
Bethesda, MD (1998)
- **Registered Financial Consultant (RFC)** – International Association of  
Registered Financial Consultants, Middletown, OH (1999)

## **Work Experiences**

- **Agency Principal** – Pinoy General Insurance Services – 1993- Present
- **Institute Director & Chief Instructor** – American Institute of Insurance –  
1994- Present
- **Executive Vice President & General Manager** – Bergen Isle Insurance  
Company -1991-1993
- **Vice President and Chief Operations Officer** – Commonwealth Insurance  
Company -1988-1991
- **Vice President**- Pioneer Intercontinental Insurance Company -1986-1988
- **General Manager**- Asian Reinsurance Pool -1984-1986

## **Military and Civilian Organizations**

- **Pioneering Council Member**- United States Coast Guard Leadership,  
Excellence and Diversity Advisory Council (2011-2012)
- **Council Member** –\_representing the Auxiliary, USCG Commandant's Diversity  
Advisory Council (2008-2011)
- **Commissioner** –\_Commission on Insurance – Los Angeles County (2017-2019)
- **Chairman/Commissioner** –\_Traffic and Transportation Commission, City of  
Buena Park, CA (2008-2023)



- **President** – Rotary Club of Cerritos & Artesia -2010-2011 (Rotary Club International Citation as Outstanding Club President and Paul Harris Fellow)
- **President & Co-Founder** – Filipino American Chamber of Commerce- South East Corridor (FACC-SEC) -2012 to Present
- **Life Member** – Free and Accepted Masonry (F&AM)- Solomon Staircase Lodge #357, Buena Park, CA – 2013- Present
- **Life Member** – Scottish Rite (32<sup>nd</sup> Degree) – Valley of Pasadena- 2013- Present
- **Life Member** – International Order of Demolay (Awarded the Legion of Honor, the highest award for Senior Demolay, 2022) – 1974 – present
- **Member** – Benevolent and Protective Order of Elks, Santa Ana Lodge #794 – 2011 to present
- **District Diversity & Inclusion Officer** – USCG Auxiliary (11<sup>th</sup> District-South Region) - # 2 Top Diversity & Inclusion District in the USCG Auxiliary (awarded the USCG Auxiliary Commendation Medal) – 2005- Present



## **MEMORANDUM**

To: Robin Stieler, Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Date: January 29, 2024

**RE: Supplemental Item: Contract Policy Manual Ad Hoc Committee**

Please place a supplemental item on the February 6, 2024 Board of Supervisors meeting agenda for the establishment of a Contract Policy Manual Ad Hoc Committee. The ad hoc committee will consist of Vice Chairman Chaffee and Supervisor Sarmiento and will work with the County Executive Office to consider and review the Contract Policy Manual for the County.

RECEIVED  
JAN 30 2024  
CLERK OF THE BOARD  
BOB STIELER



## County Executive Office

### Memorandum

January 29, 2024

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

*Frank Kim*

Digitally signed by Frank Kim  
DN: cn=Frank Kim, o=County of  
Orange, ou=CEO,  
email=frank.kim@ocgov.com, c=US  
Date: 2024.01.29 15:54:29 -0800

CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

2024 FEB -1 PM 1:55

RECEIVED

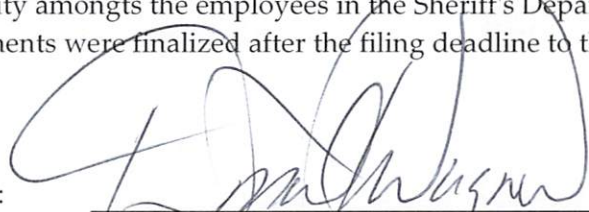
*S26D*

The County Executive Office is requesting a Supplemental Agenda Staff Report for the February 6, 2024, Board Hearing.

**Agency:** County Executive Office  
**Subject:** Approve Amendment to Personnel and Salary Resolution  
**Districts:** All Districts

**Reason Item is Supplemental:** The County Executive Office is requesting this supplemental item because staff is in the process of finalizing the language of the Personnel and Salary Resolution (PSR) amendment.

**Justification:** This item needs to be on the supplemental agenda on February 6, 2024, to provide for equity amongst the employees in the Sheriff's Department. 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

**Agenda Item**  
Clerk's Use Only

S26D



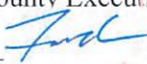
## SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

**MEETING DATE:** 02/06/24

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

**BOARD OF SUPERVISORS DISTRICT(S):** All Districts

**SUBMITTING AGENCY/DEPARTMENT:** County Executive Office

**DEPARTMENT HEAD REVIEW:**   
Digitally signed by Frank Kim  
DN: cn=Frank Kim, o=County of  
Orange, ou=CEO,  
email=frank.kim@ocgov.co  
mu, c=US,  
Date: 2024.01.29 15:54:03  
Department Head Signature

**DEPARTMENT CONTACT PERSON(S):** Colette Farnes (714) 834-2836  
Jamie Newton (714) 834-2247

2024 FEB -1 PM 1:56  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

RECEIVED

**SUBJECT:** Approve Amendment to Personnel and Salary Resolution

### CEO CONCUR

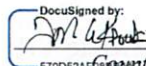


Digitally signed by Frank Kim  
DN: cn=Frank Kim, o=County of  
Orange, ou=CEO,  
email=frank.kim@ocgov.co  
mu, c=US,  
Date: 2024.01.29 15:53:50 -0800

CEO Signature

### COUNTY COUNSEL REVIEW

Approve as to Form  
Action



DocuSigned by:  
570D52AF-County Counsel Signature

### CLERK OF THE BOARD Discussion

3 Votes Board Majority

**Budgeted:** N/A

**Current Year Cost:** See Financial  
Impact Section

**Annual Cost:** See Financial  
Impact Section

**Staffing Impact:** No

**# of Positions:** N/A

**Sole Source:** N/A

**Current Fiscal Year Revenue:** N/A

**Funding Source:** NCC 95%, State (Prop 172) 5%

**County Audit in last 3 years** No

**Prior Board Action:** N/A

### RECOMMENDED ACTION(S)

Approve and adopt the Personnel and Salary Resolution Amendment regarding Peace Officer Standards and Training Pay.

### SUMMARY:

Approval and adoption will provide for compensation for eligible Orange County Sheriff's Department executives who earn and maintain Peace Officer Standards and Training certification at the Management level.

### BACKGROUND INFORMATION:

The State of California's Commission on Peace Officer Standards and Training (P.O.S.T.) issues Proof of Eligibility and Basic level certification to all peace officers required by the California Penal Code to be

certified. The Commission also issues professional certificates at the Intermediate, Advanced, Supervisory, and Management levels. Such programs aim to foster education, training and professionalism in law enforcement, raise the level of competence in law enforcement officers, and foster cooperation amongst law enforcement professionals.

The County currently provides compensation to Deputy Sheriffs and Sergeants in the Orange County Sheriff's Department with Intermediate, Advanced, or Supervisory level P.O.S.T. certification, and to Lieutenants and Commanders with Management level P.O.S.T. certification. Compensation for the Sheriff's Department employees in the Assistant Sheriff, Undersheriff, and Sheriff-Coroner classifications with Management level P.O.S.T. certification is appropriate in order to maintain a salary differential for Department leadership. The County recognizes the importance of maintaining high levels of professionalism and competence in the Executive classifications and seeks to compensate employees accordingly for completing the additional coursework and eligibility requirements mandated by the State for the Management certification.

**FINANCIAL IMPACT:**

There are currently six positions in the pertinent classifications. The projected cost for FY 23-24 is \$75,000 and \$200,000 for FY's 24-25 and FY 25-26.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A – Personnel and Salary Resolution, Part 2, Article VIII

Attachment B - Personnel and Salary Resolution, Part 2, Article VIII (Redline)

PART 2

ARTICLE VIII MEMBERS OF THE BOARD OF SUPERVISORS, EXECUTIVE MANAGEMENT EMPLOYEES, BOS CHIEFS OF STAFF, EXECUTIVE AIDES AND EXECUTIVE ASSISTANTS TO MEMBERS OF THE BOARD OF SUPERVISORS, AND ELECTED OFFICIALS

Section 5. Peace Officer Standards and Training (P.O.S.T.) Pay

- A. A full-time, regular or limited term employee in the classifications of Assistant Sheriff, Undersheriff, or Sheriff-Coroner, who complies with the procedure in this Section, shall be paid nine and a half (9.5) percent of individual base pay for all regular hours paid for a P.O.S.T. Management Certificate. P.O.S.T. pay shall start the first day of the pay period following receipt by the Department of a valid P.O.S.T. Management Certificate.
- B. The employee shall submit a P.O.S.T. Management Certificate application to the Department, in a format determined by P.O.S.T., with the appropriate supporting documentation attached to the application.

## PART 2

ARTICLE VIII MEMBERS OF THE BOARD OF SUPERVISORS, EXECUTIVE MANAGEMENT EMPLOYEES, BOS CHIEFS OF STAFF, EXECUTIVE AIDES AND EXECUTIVE ASSISTANTS TO MEMBERS OF THE BOARD OF SUPERVISORS, AND ELECTED OFFICIALSSection 5. Peace Officer Standards and Training (P.O.S.T.) Pay

- A. A full-time, regular or limited term employee in the classifications of Assistant Sheriff, Undersheriff, or Sheriff-Coroner, who complies with the procedure in this Section, shall be paid nine and a half (9.5) percent of individual base pay for all regular hours paid for a P.O.S.T. Management Certificate. P.O.S.T. pay shall start the first day of the pay period following receipt by the Department of a valid P.O.S.T. Management Certificate.
- B. The employee shall submit a P.O.S.T. Management Certificate application to the Department, in a format determined by P.O.S.T., with the appropriate supporting documentation attached to the application.





## **MEMORANDUM**

To: Robin Stieler, Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Date: February 1, 2024

**RE: Supplemental Agenda Item for February 6, 2024 Board of Supervisors Meeting**

*S26E*

Please place a supplemental item on the February 6, 2024 Board of Supervisors agenda to adopt a resolution recognizing February 2024 as 2-1-1 OC month in the County of Orange and direct Clerk of the Board to add 2-1-1 OC month to the list of annually recurring resolutions.

RECEIVED  
2024 FEB - 1 PM 2:29  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS



## **2-1-1 OC Month**

WHEREAS, 2-1-1 OC is a trusted information and referral service that provides individuals across the county with connections to community, health, and disaster-related services. By dialing an easy-to-remember three-digit code (2-1-1) Orange County residents can speak with highly trained staff 24 hours a day, 365 days a year, and receive real-time assistance in over 150 languages; and

WHEREAS, 2-1-1 OC services the entire county and are available via phone, SMS/text, and web, and are tailored to provide people of all income levels, languages, and cultural backgrounds with unique resources specific to their concerns and geographic location; and

WHEREAS, 2-1-1 OC consistently assists with identifying emerging needs and can relay valuable insights to public officials at local, regional, and state levels; and

WHEREAS, 2-1-1 OC provides emergency operations during times of natural and other disasters, including providing accurate and timely information for preparations and longer-term referrals for follow-up services, as evidenced by its role in supporting the Orange County Office of Emergency Services during wildfires and other natural disasters; and

WHEREAS, since 2006, 2-1-1 OC call specialists have assisted with more than 5,400,000 requests for help, averaging 300,000 per year to locate community, health, and disaster-related services; and

WHEREAS, during uncertain economic times, the demand for rapid response assistance and complex case management increases significantly. In many cases, individuals and families who have never had to navigate health and social services find themselves lost and struggling through systems of care; and

WHEREAS, 2-1-1 OC has demonstrated its capabilities as an experienced responder able to scale their infrastructure and offer new services quickly, such as addressing rising food insecurity and assisting people for whom online forms present language, digital literacy, or internet access challenges; and

WHEREAS, in order to promote and strengthen 2-1-1 OC which provides Orange County community members free and confidential referrals to needed resources; now, therefore be it

RESOLVED, that the Orange County Board of Supervisors hereby proclaims the month of February as 2-1-1 OC Month; and, be it further

RESOLVED, that the County of Orange commits to promote the 2-1-1 OC service so that all Orange County residents have access to this critical service providing support and resource connections; and, be it further

RESOLVED, that the County of Orange encourages all residents to be aware of the 2-1-1 OC service and lookup resources at [211OC.org](http://211OC.org).



## County Executive Office

### Memorandum

February 1, 2024

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

2024 FEB - 1 PM 4:12  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

RECEIVED

S26F

The County Executive Office is requesting a Supplemental Agenda Staff Report for the February 6, 2024, Board Hearing.

Agency: District Attorney  
Subject: Approval of Retroactive Agreements with Ablegov, Inc., KPMG, LLP, Alvaka Networks  
Districts: All Districts

**Reason Item is Supplemental:** This item is coming to the Board on a supplemental ASR due to the urgency in executing contracts to promptly respond to a cybersecurity incident.

**Justification:** This item must be heard on the February 6, 2024, Board of Supervisors Meeting in order to avoid a prolonged lapse in payment to the contracts and potential disruption of services. 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:** 2/06/24  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** All Districts  
**SUBMITTING AGENCY/DEPARTMENT:** District Attorney  
**DEPARTMENT HEAD REVIEW:**   
*Department Head Signature*  
**DEPARTMENT CONTACT PERSON(S):** Keith Bogardus (714) 347-0511  
Matt Pettit (714) 347-8440

RECEIVED  
2024 FEB - 1 PM 4:12  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

**SUBJECT:** Approval of Retroactive Agreements with Ablegov, Inc., KPMG LLP, Alvaka Networks

**CEO CONCUR**

  
CEO Signature

**COUNTY COUNSEL REVIEW**  
Approved Agreements to Form

  
County Counsel Signature

**CLERK OF THE BOARD**  
Discussion

3 Votes Board Majority

**Budgeted:** No

**Current Year Cost:** \$835,081

**Annual Cost:** N/A

**Staffing Impact:** No

**# of Positions:**

**Sole Source:** No

**Current Fiscal Year Revenue:** N/A

**Funding Source:** GF: 50%, State: 50% (Proposition 172)

**County Audit in last 3 years** No

**Levine Act Review Completed:** Yes

**Prior Board Action:** N/A

**RECOMMENDED ACTION(S):**

1. Approve retroactive emergency contract with KPMG LLP for forensic electronic response related to cyber incident for 24/7 monitoring of the Orange County District Attorney's network environment, effective October 25, 2023 until completion of the matters for which Attorneys have been retained, in the not to exceed amount of \$250,000.
2. Approve retroactive emergency contract with Ablegov, Inc. for Microsoft Professional Services via Microsoft Detection and Response Team, effective October 25, 2023 through November 17, 2023, in the not to exceed amount of \$460,081.
3. Approve retroactive emergency contract with Thor Solutions, Inc. dba Alvaka Networks for cyber incident response consultation effective October 26, 2023 through January 31, 2024, in the not to exceed amount of \$125,000.

**SUMMARY:**

Retroactive approval of the contracts for specialized consultation and forensic response services will allow the Office of the District Attorney/Public Administrator to respond to and recover from a cybersecurity incident.

**BACKGROUND INFORMATION:**

On October 20, 2023, the Office of the District Attorney/Public Administrator (OCDA) detected unauthorized threat actor (TA) activity within the network. OCDA's Information Technology (IT) team took the entire network offline as a precaution and to prevent the possibility of the threat spreading. Due to the critical nature of the business, OCDA, along with the support vendors, Microsoft Detection and Response Team (DART) and Alvaka Networks began containing and recovering the network. OCDA activated an endpoint detection and response (EDR) solution to identify the scope of threat actor compromise and any other evidence of suspicious/malicious activities related to the incident. As a result of these efforts, there were no reported long-term impacts on OCDA operations, networks, personnel, nor any reported demands for ransom.

On October 25, 2023, KPMG LLP (KPMG) was engaged by Baker McKenzie LLP (Baker), counsel for OCDA, to assist with OCDA's cybersecurity incident investigation involving a compromise of the network.

The scope of KPMG's engagement included but not limited to:

1. Triage and project management
2. Evidence preservation
3. Threat prevention and containment
4. Forensic Investigation
5. Threat actor website monitoring

The scope of Microsoft DART's engagement included but not limited to:

1. Triage and environment analysis
2. Deployment of endpoint detection and response system

The scope of Alvaka Networks engagement included but was not limited to:

1. Network scanning
2. Network security enhancements
3. Incident response advisory services
4. Project management

The contract with KPMG is ongoing until completion of the matters for which the Attorneys have been retained, unless sooner terminated as provided herein. The contracts with Microsoft DART and Alvaka Networks have been completed. Their services are no longer required for the cybersecurity incident.

**FINANCIAL IMPACT:**

Funding for the Contracts is not currently included in the District Attorney's FY 2023-24 Budget for Budget Control 026 but will be absorbed within the District Attorney's existing appropriations.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A – Emergency Contract MA-026-24010569 with Ablegov, Inc.

Attachment B – Contract Summary Form for Ablegov, Inc.

Attachment C – Emergency Contract MA-026-24010570 with Thor Solutions, Inc. dba Alvaka Networks

Attachment D – Contract Summary form for Thor Solutions, Inc. dba Alvaka Networks

Attachment E – Emergency Contract MA-026-24010657 with KPMG LLP

Attachment F – Contract Summary Form for KPMG LLP

Microsoft Support Services Exhibit:  
Cybersecurity Incident Response Services

(For Microsoft Internal Purposes Only)  
Enterprise Services Work Order  
Number

**GVS1234-418018-525863**

This Exhibit is made pursuant to the Enterprise Services Work Order identified above ("Work Order"). Capitalized terms used herein without definition shall take their respective meanings as set forth in this Exhibit. The terms of the Microsoft Unified Support Services Description ("USSD") and Work Order are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the USSD and Work Order. In the event of a conflict between this Exhibit and the USSD and Work Order, this Exhibit will control.

**1. Overview.**

In addition to the Services available in the USSD, Customer is entitled to the below specialized cybersecurity-related assistance under both reactive and proactive scenarios ("Cybersecurity Services"). These services are for customers seeking to reduce the risk of targeted cyber attacks and better prepare for security crisis situations. Benefits of utilization include better preparedness to more effectively defend against targeted attacks.

For reactive scenarios, requests should be initiated through a support case, utilizing Problem Resolution Support ("PRS") as indicated in the USSD. Please note that standard expected response times apply. Support cases will be triaged to specialized teams for additional support, if necessary.

The Cybersecurity Services will be provided to you by a team of Microsoft support resources that may include:

- Your Unified Support Customer Support Account Manager ("CSAM") ;
- A team of Microsoft engineers ("Engineers") from the Detection and Response Team (DART) with deep knowledge of cybersecurity as it relates to Microsoft products; and
- Specialized security Microsoft Customer Engineers in extenuating circumstances, where specific skillsets may be needed.
- 

How to Engage:

- Open a reactive support case, as outlined in the SCSD/USSD, noting a potential security incident
- Initial investigation will be performed and, if necessary, a full "Cybersecurity Incident Response" engagement may be recommended.
- Incidents requiring Cybersecurity Incident Response include but are not limited to: loss of privileged admin credentials, destructive/ransomware attacks.

| Offering                        | Included |
|---------------------------------|----------|
| Cybersecurity Incident Response | 5 Days   |



## 2. Services Within Scope

I. Assessment of Windows environments, including:

- a. Workstations
- b. Member Servers
- c. Domain Controllers

II. Assessment of Linux environments, at the engagement team's sole discretion

III. Assessment provides:

- a. Threat hunt and forensic analysis of machines of interest
- b. Reverse engineering suspicious files
- c. Custom threat intelligence
- d. Security configuration assessment of Active Directory

## 3. Services Out of Scope

Any area not explicitly listed in "Areas Within Scope" is out of scope for this Work Order. Out of scope areas for this engagement include, but are not limited to, the following:

- Analysis of Networking equipment
- Comprehensive analysis of endpoints running legacy (unsupported) operating systems
- Data migration activities are out of scope for this Work Order
- Provision of formal training
- Decryption support for encrypted files or hosts
- Product licenses (Microsoft or non-Microsoft), except product trials, subject to availability
- Hardware used during analysis
- Integration with third-party software
- Constant, or continuous, security monitoring, monitoring after the Work Order has concluded and/or monitoring outside of standard business hours, 8 a.m. to 5 p.m. Pacific Standard Time (or other time zone as mutually agreed).
- Source code review
  - Customer will not provide Microsoft with access to non-Microsoft source code or source code information. For any non-Microsoft code, Microsoft's services will be limited to analysis of binary data only, such as a process dump or network monitor trace.
- Providing decryptors for encrypted systems
- Any work that is required to meet evidentiary standards for legal admissibility in a court of law
- Business application security
- Preparation of RFI or RFP documents for individual project initiatives that may be identified in the process of this engagement
- Preparation of systems run books, playbooks, or operational manuals
- Project management of individual projects
- Weekend work, unless directed and approved by the Engineer's Delivery Manager
- Testing activities
- Asset discovery and inventory
- 

## 4. Non-Windows Operating Systems

Linux endpoints may be in scope for Cybersecurity Incident Response engagements, but in a limited format. In-scope non-Windows operating systems include (but are not limited to):

- Ubuntu
- Debian
- Mint OS
- Kali
- RHEL
- CentOS

- Fedora
- SUSE

Out of scope operating systems include (but are not limited to):

- macOS
- Custom Linux kernels
- BSD

## 5. Prerequisites and assumptions

Microsoft relies upon the ability to examine Customer's endpoints for presence of adversary activity, implants, backdoors, and similar unauthorized malware using tools described below (including Microsoft proprietary systems). Microsoft's ability to achieve Customer's objectives is data-driven and dependent upon Customer properly and fully deploying these tools. The need for additional tools may be dictated by information discovered during the course of the Incident Response.

- All reactive incidents will be first initiated via a support case.  
Standard expected response times apply for all reactive support cases.
- All proactive engagement requests will be initiated through the Customer's Customer Success Account Manager (CSAM).
- Cybersecurity service offerings (listed above) are delivered in English language only.
- Cybersecurity service offerings are delivered during normal business hours, 8 a.m. to 5 p.m. Pacific Standard Time (or other time zone, as mutually agreed).
- Services delivery is remote only.
- For Incident Response, additional days may be required to complete the engagement. If additional days are required, Microsoft will work with Customer to determine additional hours needed, to be purchased in quantities of 5-day increments (8 hours per day).

## 6. Customer System Requirements

- An operational solution to remotely deploy the required tools for the Incident Response engagement (e.g., SCCM, Active Directory GPO, or other).
- Maintain Azure AD accounts with Global Administrator permissions, as needed.
- Deployment of specialized analytics tools, indicated and provided by the Microsoft cybersecurity delivery team. Tools required for analysis, may include the following, among a range of potentially required analytics tools:
  - Autostart Extensibility Point Scanner ("ASEP"): ASEP is a Microsoft proprietary tool, which will be provided by Microsoft directly to the Customer when ready to deploy. ASEP is an "agentless", one-time scanning tool that provides an investigative snapshot of scanned machines.
  - Linux Forensic Examination Tool("LIFE"): LIFE is a proprietary tool, which will be provided by Microsoft directly to the Customer when ready to deploy. LIFE gathers a snapshot of information about files, programs, processes, and users on Linux machines throughout their organization to augment the Incident Response investigation.
  - Microsoft Defender for Endpoint, formerly known as Microsoft Defender Advanced Threat Protection ("MDATP"): Microsoft's endpoint detection and response (EDR) solution provides continuous monitoring for additional adversary activity. An agent is required for in-scope, non-Windows 10 machines.



- Microsoft Defender for Identity, formerly known as Azure Advanced Threat Protection ("AATP"): Defender for Identity analyzes authentication traffic on Customer's Domain Controllers to identify suspicious activity and identity-based attacks. Solution requires an agent to be deployed to each Domain Controller.

Microsoft may leverage access into your Azure and Office 365 environment to perform analysis and investigation.

Access required for analysis:

- Global Administrator access in Azure AD is required for successful completion of the engagement.

Note: Microsoft will notify Customer if additional tools are required based on initial findings and understanding of the specific scenario.

## 7. Deliverables

Deliverables for Cybersecurity Incident Response engagements may include:

- Upon request, an "outbrief" document in Microsoft Powerpoint format, prepared by the delivery team, summarizing key investigative findings, which may include assessment of risk and/or recommendations for remediation;
- an outbrief presentation to Customer verbally to communicate the findings described in the outbrief document;
- if technically feasible and supporting data exists, a timeline document identifying and documenting the location of relevant supporting data and files analyzed during the course of the engagement; and
- a Microsoft PowerBI Dashboard showing technical information concerning the findings from the ASEP scanner, except in rare circumstances when it cannot be generated for technical reasons.

Deliverables (as defined above) will be delivered within the ~~ten (10)~~ <sup>five (5)</sup> calendar days following the conclusion of the Cybersecurity Incident Response engagement, unless Customer choose not to receive the Deliverables. The Customer's choice not to receive the Deliverables is no fault of Microsoft under any circumstances, and any obligation of Microsoft to deliver said Deliverable(s) expires ~~10~~ <sup>5</sup> calendar days after the final day of the engagement, unless otherwise mutually agreed by Microsoft and Customer. → S MP

Cybersecurity Incident Response deliverables provide the following:

- Identity of systems that may be compromised
- Identity of systems that may be vulnerable (e.g., machines missing critical patches and/or antivirus definitions and identification of commonly exploited applications)
- Results of forensic analysis of hosts of interest
- Results of reverse engineering of suspicious files
- Guidance for a customer to take proactive steps to improve their security posture

Cybersecurity Incident Response deliverables do not provide the following:

- Attribution of attacker including the identity, motives or origin
- Chain of custody of evidence (e.g., IOCs)
- Compliance assessment with any standard or framework, e.g., security or privacy standards
- Remediation efforts
- Source code review
- Organizational change management
- Technical and/or architectural IT systems design

- Detailed analysis or risk assessments of existing security controls and how they are implemented
- Customers who seek findings pertaining to compliance and regulations should be conducted separately by professional services firms that specialize in audit and assurance. Customers should independently validate whether a Microsoft Cybersecurity Incident is covered by their insurance policy, if applicable.

## **8. General Customer Responsibilities**

Customer will provide:

- Accurate and complete information provided, as needed, including identification of systems of interest, overviews of IT infrastructure/topology, and findings from relevant investigation(s).
- Subject matter specialists and Systems Administrators, as necessary, so that proper access to system may be obtained.
- Timely decisions and approvals by management, as needed.
- Full empowerment for security incident responders to fully perform the forensic investigative processes and procedures it employs as part of its standard protocols, free of encumbrances created by third-parties, such as other incident response vendors. Any failure by Customer to fully empower Microsoft to perform its work may result in delays of service or inadequate outcomes.

## **9. Assumptions**

Support services delivered under this exhibit are based on the following prerequisites and assumptions:

- This Exhibit is considered the baseline scope document outlining Microsoft's responsibilities for assistance.
- This Exhibit is generated based upon currently known information deemed to be accurate and correct.
- All Support Service resources will have the appropriate level of security access and access to relevant data required to complete Project-related efforts.
- All work is delivered during normal business days and normal business hours.
- Cybersecurity Incident Response is typically staffed by a shared cybersecurity incident responder resource pool.
- Only currently supported Microsoft operating systems are guaranteed to be in-scope. Non-supported Microsoft operating systems may be deprecated from analysis at any time.

**10. Fees.** Fees associated with this Exhibit will be detailed in your Work Order.

Microsoft Enterprise Services Work Order Amendment#2

Work Order Number

GVS1234-418018-525863

This amends the **Microsoft Enterprise Services Work Order** identified above between the Customer **Ablegov, Inc.** and **Microsoft Corporation** as of the effective date identified below. Any terms that are used but not defined in this amendment will have the same meanings as in the agreement. Microsoft will perform the services described in the current Unified Support Services Description ("USSD"), on Partner's behalf for **Orange County District Attorney** ("End Customer").

I. **Amendment.**

The **Microsoft Enterprise Services Work Order** with Contract term dates **4/26/2023 – 6/27/2024** (Unified Contract number **179098960**) is hereby amended by adding the Fee Summary and Services by Support Location sections with the following:

**Fee Summary**

| Package                                              | Price USD    |
|------------------------------------------------------|--------------|
| Enhanced Security   Cybersecurity Enhanced Solutions | \$165,011.00 |
|                                                      |              |
| Total                                                | \$165,011.00 |

**Services by Support Location**

|                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Country: United States<br>(Unified Enterprise Support)                                                                                            |
| <ul style="list-style-type: none"><li>107 hrs. of Service Delivery Management Extended</li><li>1 ea. Of Cybersecurity Incident Response</li></ul> |

**Attachments**

The following documents are attached at the execution of this Work Order:

**Exhibit:** Unified-DART-CybersecurityIncidentResponseExhibitv1.0(WW)(English)(Sep2021).docx.

**II. Effect of Amendment.**

Except as specifically amended by this amendment, all provisions of the agreement shall remain unchanged and in full force and effect. When this amendment is fully executed, you will receive a confirming copy.

| Customer                                                                                       | Microsoft                                                                                                                               |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Name<br><b>Ablegov, Inc.</b>                                                                   | <b>Microsoft Corporation</b>                                                                                                            |
| Signature<br> | Signature<br>DocuSigned by:<br><br>DC121C3CBD6744C... |
| Printed Name<br><b>Matt Pettit</b>                                                             | Printed Name<br><b>Scott Suznovich</b>                                                                                                  |
| Printed Title<br><b>Director of Administration</b>                                             | Printed Title<br><b>Sacramento</b>                                                                                                      |
| Signature Date<br><b>10/23/2023</b>                                                            | Signature Date<br><b>10/23/2023</b>                                                                                                     |

**Microsoft Enterprise Services Work Order Amendment#4**

Work Order Number

**GV51234-418018-525863**

This amends the Microsoft Enterprise Services Work Order identified above between the Customer **Ablegov, Inc.** and **Microsoft Corporation** as of the effective date identified below. Any terms that are used but not defined in this amendment will have the same meanings as in the agreement. Microsoft will perform the services described in the current **Unified Support Services Description** ("USSD"), on Partner's behalf for **Orange County District Attorney** ("End Customer").

**I. Amendment.**

Section, **1.2. Description of the Services** of the Enterprise Services Work Order is hereby amended by adding:

*This Work Order covers forensic investigative services and other incident response-related services relating to Customer to assist Customer's legal counsel, **Baker & McKenzie**, ("Counsel"), in providing legal advice relating to potential litigation or regulatory proceedings arising out of a data security incident that Customer identified on its network on or about **10/21/2023** (the "Event"), as directed by Counsel. All other Microsoft services not specific to the Event are excluded from the scope of this Work Order. Microsoft's provision of the services is contingent upon the following:*

- Microsoft acknowledges that this Work Order is being procured at the direction of Counsel. The services provided under this Work Order are being requested to assist Counsel in providing legal advice in connection with assessment of potential legal risks and obligations, compliance with applicable laws, rules, or regulations, and in anticipation of litigation or regulatory inquiries or investigations associated with the Event.*
- It is understood by the parties that, as of the Effective Date of this Work Order, there is a real likelihood of litigation arising out of or in connection with the Event.*
- It is the Parties' intention that the services performed by Microsoft under this Work Order will be directed by Counsel and covered by the parties' mutual obligations around confidentiality and all applicable privileges and protections. No attorney-client relationship is created by the parties engaging in the services provided under this Work Order.*
- Initial findings will be presented orally to Customer and Counsel prior to the delivery of any interim or final written reports or findings concerning the Event. Reports or findings will only be provided in writing if explicitly requested by Counsel. All reports or findings are to be treated as the Customer's Confidential*

*Information, subject to the confidentiality obligations of the Agreement. All written reports or findings and other written communications (including emails) will be marked by the parties as "Attorney Client Privileged – Prepared at Direction of Counsel."*

- A separate engagement letter for cybersecurity incident response services executed by Microsoft and Counsel may be required to formalize this arrangement.*
- All services delivered under this Work Order will be charged to and paid by Customer. The parties agree that Customer is solely responsible for the payment of all fees and/or disbursements due to Microsoft. All invoices related to this Work Order will be issued as payable by Customer.*

The **Microsoft Enterprise Services Work Order** with Contract term dates **4/26/2023 – 6/27/2024** (Unified **Contract number 179098960**) is hereby amended by adding the Fee Summary and Services by Support Location sections with the following:

#### Fee Summary

| Package                                                              | Price USD           |
|----------------------------------------------------------------------|---------------------|
| Enhanced Security   Cybersecurity Enhanced Solutions-Additional Week | \$295,070.00        |
|                                                                      |                     |
| <b>Total</b>                                                         | <b>\$295,070.00</b> |

#### Services by Support Location

| Country: United States<br>(Unified Enterprise Support)                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• <b>190 hrs. of Service Delivery Management Extended</b></li><li>• <b>2 ea. Of Cybersecurity Incident Response - Additional Week</b></li></ul> |

#### Attachments

The following documents are attached at the execution of this Work Order:

**Exhibit:** Unified-DART-CybersecurityIncidentResponseExhibitv1.0(WW)(English)(Sep2021).docx.

II. Effect of Amendment.

Except as specifically amended by this amendment, all provisions of the agreement shall remain unchanged and in full force and effect. When this amendment is fully executed, you will receive a confirming copy.

| Customer                                                                                               |  | Ablegov, Inc                                                                                         |  |
|--------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------|--|
| Name <b>Orange County District Attorney</b>                                                            |  | <b>Ablegov, Inc.</b>                                                                                 |  |
| Signature<br><div><div>DocuSigned by:</div><div>Ruben Aguilar</div><div>2886DFFB208C4A5...</div></div> |  | Signature<br><div><div>DocuSigned by:</div><div>James Smith</div><div>9AA84E98BD7C44F...</div></div> |  |
| Printed Name<br><br>Ruben Aguilar                                                                      |  | Printed Name<br><br>James Smith                                                                      |  |
| Printed Title<br><br>Supervising PCS                                                                   |  | Printed Title<br><br>Purchasing Coordinator                                                          |  |
| Signature Date<br><br>11/2/2023                                                                        |  | Signature Date<br><br>11/4/2023                                                                      |  |

## Contract Summary Form

OC Expediter Requisition #: N/A

**Ablegov, Inc.**

### SUMMARY OF SIGNIFICANT CHANGES

1. New Contract – No changes to specify.

### SUBCONTRACTORS

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

### CONTRACT OPERATING EXPENSES

#### PAYMENT/COMPENSATION

1. **Compensation:** This is a firm-fixed fee Emergency Contract between the County and Contractor for Microsoft Professional Services via Microsoft DART as set forth per Emergency Contract MA-026-24010569.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Contract Terms and Conditions. County's maximum obligation shall not exceed \$460,081.00 for this Contract term.**





## MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into as of 10/26/2023 (the “**Effective Date**”) between Thor Solutions, Inc. d/b/a Alvaka Networks with its principal office at 2 Executive Circle, Suite 210, Irvine, CA 92614, (“**Alvaka**”) and County of Orange through its District Attorney / Public Administration (“**Client**” and together with you and Alvaka, the “**Parties**”) as set forth below:

|         | Contracts                                                              | Accounting |
|---------|------------------------------------------------------------------------|------------|
| Company | County of Orange through its District Attorney / Public Administration |            |
| Address | 300 N Flower St.<br>Santa Ana, CA 92703                                |            |
| Name    | Matt Pettit                                                            |            |
| Phone   | (657) 401-7555                                                         |            |
| Fax     |                                                                        |            |
| E-mail  | Matthew.Pettit@ocdapa.org                                              |            |

## RECITALS

Alvaka is a computer consulting company. The services that Alvaka offers relate to many facets of designing, assessing, implementing, managing and securing business computer and network systems. For this reason, Alvaka has created this Agreement to be the controlling agreement for all service engagements between Alvaka and Client. Alvaka’s services include network consulting and engineering services provided on a time and materials basis. In addition, Alvaka’s Advanced Network Management Services are part of Alvaka’s core business and involve the constant monitoring and proactive management of computer network systems. These services are designed to work toward the detection, diagnosis and resolution of real or potential network problems before and after they occur. The Advanced Network Management Services are sometimes referred to in this Agreement as “Managed Services”.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. SERVICES

a. Alvaka agrees to provide services as described in one or more agreed Attachments (the “**Services**”). The initial Services to be provided under this Agreement are set forth in the

## Attachment C

Attachment attached to this Agreement. Each Attachment will define the services that Alvaka will provide, the duration of the Attachment, the prices charged, payment terms, and other terms and conditions.

b. Services may be added or modified through a mutually executed new Attachment or through other formal or informal means, including without limitation by purchase orders, work orders, project plans, letters of engagement, quotes, e-mail requests for Services, and Services requested through an online portal. Alvaka is entitled to rely on requests for additional Services made by any Client user, including requests for on-site Services and Services outside of Regular Business Hours (as defined below). In all cases, additional or modified Services will be governed by the terms of this Agreement. The term "Attachment" hereunder refers to an Attachment signed by both parties, as well as to any other document or communication that specifies the agreed scope and fees of Services provided by Alvaka.

c. Unless otherwise agreed by Alvaka in an Attachment, Services will be provided during "Regular Business Hours", defined as weekdays between 8:00 a.m. and 5:00 p.m. Pacific Time, excluding holidays on which Alvaka is closed. Alvaka may charge a higher, premium rate for work done outside of Regular Business Hours.

d. Alvaka may specify in an Attachment an estimated date for beginning the Services. Any such estimated date is made for project planning purposes only and is not a guarantee; Alvaka may revise an estimated start date at any time if the assumptions upon which Alvaka relied in determining its initial estimate change, or if Client fails to provide required information, assistance, and/or decisions.

e. For certain Managed Services (but only if expressly agreed on an Attachment), Alvaka will maintain a centralized "**Service Desk**" to manage the reporting and handling of technical issues. Client agrees to report all technical issues to the Service Desk if such Managed Services are provided. The Service Desk must be contacted by Client in the manner communicated by Alvaka to Client from time to time. The Service Desk is typically staffed during Regular Business Hours. Service Desk support after Regular Business Hours will be provided only if agreed by the parties as indicated on an Attachment. Client will designate one main and one backup authorized contact for screening end-user requests for support and to determine level of service needed before reporting technical issues to the Service Desk.

f. Alvaka does not provide warranty service (including extended warranty and maintenance service) for any third party hardware or software unless expressly agreed in an Attachment by Alvaka. Alvaka strongly recommends that Client maintain its hardware and software under warranty or extended warranty/maintenance (for some Services, Alvaka may **require** that Client maintain its systems under warranty or extended warranty/maintenance). Client may request that Alvaka provide certain items and services that are also covered under the manufacturer's warranty in order to expedite repairs to Client systems. Client is responsible for any potential impact that this may have on Client's manufacturers' warranty.

## 2. **CLIENT'S DUTIES AND RESPONSIBILITIES.** Client will, at its own cost:

a. Provide reasonable access for Alvaka's personnel to information and the assistance of informed personnel required by Alvaka to carry out the Services hereunder. Client will cooperate with Alvaka in a professional and courteous manner. Client will for example reboot servers or monitoring agents upon request of Alvaka; if Client does not wish to perform such functions, then if necessary Alvaka will come on site and additional fees will apply.

b. Maintain sufficient bandwidth and a high speed Internet connection at the Client site(s) to support the Services. If this is not maintained, Alvaka will not be obligated to provide the Services and/or may increase fees for the Services to reflect the higher cost of supporting Client.

c. Maintain Client's environment within all device and hardware manufacturer recommendations, including without limitation avoiding electromagnetic interference and other disruptive forces, and providing proper ventilation and appropriate computer system operating temperatures.

d. Acquire and maintain appropriate software licenses, unless otherwise agreed to in an Attachment. Upon request, Client will provide Alvaka copies of licenses and related warranties and support contracts.

e. Ensure that all backups are performed and in good working order, unless Alvaka is specifically contracted to provide this Service and agrees in an Attachment to take primary responsibility for this specific task. In any case Alvaka cannot be responsible for the loss of data or for data integrity for any reason. If Client has concerns about the performance of its backup systems, Alvaka must be immediately advised in writing.

f. Be solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client data, information, and materials.

g. Comply with all applicable federal, state, local and foreign laws, rules and regulations in connection with its use of the Services and of its IT systems.

h. Provide all necessary information when requesting technical support. This information includes but is not limited to: (i) name of the end user experiencing issue; (ii) location of end user and computer; (iii) contact information for end user; and (iv) detailed description of the issue.

i. If Services are performed at Client's place of business, furnish full and safe access to Client's office, network and systems for Alvaka's personnel. Client will also provide access cards/keys, adequate parking, internet access, and reasonable work space. Client shall notify Alvaka of any health or safety hazards that may exist at Client's location and provide and/or recommend safety procedures to be followed.

j. Provide any and all passwords necessary for Alvaka's employees to perform requested tasks. Alvaka may request a unique administrative password for the purpose of providing ongoing maintenance and support of Client's network and systems. Client acknowledges that in approving a unique administrative password to Alvaka and its employees that Client assumes full responsibility and any liability resulting from that decision, unless due to Alvaka's willful misconduct or gross negligence.

k. Client agrees not to: (1) use or allow use of the Services to provide time-sharing, outsourcing, service bureau, or other IT services to third parties; or (2) reverse engineer, decompile, disassemble, modify or change any portion of software provided to Client by Alvaka in connection with the Services ("**Software**"), or attempt to do any of the foregoing.

**3. ALVAKA'S DUTIES AND RESPONSIBILITIES; EXCLUDED SERVICES.** Alvaka is responsible only for providing the specific Services described in Attachments. Alvaka is agreeing to provide the Services either off-site and/or on-site, and/or a combination thereof at Alvaka's discretion.

The Services specifically described in Attachments shall be delivered to Client as described in Attachments. AT NO TIME WILL ALVAKA BE RESPONSIBLE FOR PROVIDING ANY OTHER SERVICES, UNLESS BOTH PARTIES APPROVE THE ADDITIONAL SERVICES AND AGREE ON AN ATTACHMENT TO THIS AGREEMENT.

#### 4. FEES AND PAYMENT

- a. Client shall pay Alvaka the fees and other amounts set forth in the Attachment(s). Unless otherwise agreed on an Attachment, all setup fees and recurring fees for Managed Services are payable in advance of the Services. Alvaka may in its sole discretion require that a portion or all amounts due for hardware and software purchases be paid in advance of Alvaka's ordering of such hardware or software, and/or on a COD basis.
- b. For Services provided that are not Managed Services, unless otherwise agreed on an Attachment, Alvaka's standard rates will apply, with time billed in 15 minutes increment. A 2-hour minimum for each matter will apply for on-site engagements. Alvaka may, but is not required to, provide requested Services.
- c. Invoice terms are subject to Client being approved for credit, and Client agrees to sign credit check authorization forms provided by Alvaka. All invoices are due within 30 days after the date Client receives the invoice, unless otherwise set forth on an Attachment. All payments under this Agreement shall be made in United States dollars and are non-refundable. Late payments are subject to interest at the rate of 18% annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Client's agreement to any Attachment constitutes a valid purchase order for the Services associated with that Attachment including any additional Services performed related to but outside the scope of that Attachment.
- d. Client agrees to pay all federal, state, local and other taxes based on this Agreement, the Services or its use, excluding taxes based on Alvaka's net income. If Client claims tax-exempt status for any purpose in connection with this Agreement, Client represents and warrants that it is a tax-exempt entity and will provide Alvaka upon request with a correct copy of Client's tax-exempt certification.
- e. All reimbursable expenses must be pre-approved in writing by Client.

5. **AUTHORIZATION TO ACCESS CLIENT DEVICES.** Client hereby authorizes Alvaka to access, connect to and manage Client devices via remote technologies as required for the Services without first contacting Client. These activities may include, but are not limited to: (a) updating or changing software drivers; (b) installing and applying software patches; (c) rebooting devices for support purposes; (d) deleting temporary files and clearing caches; (e) starting or restarting application services; (f) verifying and validating data backup jobs; and (g) accessing and copying data upon Client's specific request. Notwithstanding the above, Client is responsible for notifying Alvaka in advance of any restrictions on remote access, connections or management activities.

#### 6. INDEMNITY

- a. Client shall indemnify, defend with counsel approved in writing by Alvaka, and hold Alvaka, its officials, officers, employees, and agents ("Alvaka Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from Client's performance pursuant to this Contract. If judgment is entered against

Alvaka and Client by a court of competent jurisdiction because of the concurrent active negligence of Client or Alvaka Indemnitees. Alvaka and Client agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Client will also indemnify, hold harmless and defend Client Indemnitees from any claim that Client has infringed the intellectual property rights of any person or entity in the course of performing under this Agreement.

b. Alvaka shall indemnify, defend with counsel approved in writing by Client, and hold Client, the County of Orange, its selected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Alvaka pursuant to this Contract. If judgment is entered against Alvaka and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Alvaka and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Alvaka will also indemnify, hold harmless and defend County Indemnitees from any claim that Alvaka has infringed the intellectual property rights of any person or entity in the course of performing under this Agreement.

## 7. WARRANTY/DISCLAIMER

a. Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. Alvaka warrants that the Services will be provided in a professional and workmanlike manner, using qualified personnel. In the event that Client provides notice of a breach of the foregoing warranty within thirty (30) days after the delivery of the Services, Alvaka will, as Client's sole and exclusive remedy, use reasonable commercial efforts to correct the issue at no additional charge.

b. Alvaka does not warrant that the Services will be provided uninterrupted or error-free. Except to the extent set forth in an Attachment, Client agrees that it has the sole responsibility for securing and backing up its data. Client is solely responsible for any claims or issues relating to access, copying and/or deleting end users' data performed by Alvaka at Client's request. **ALVAKA IS NOT RESPONSIBLE FOR CLIENT'S FAILURE TO MAINTAIN ADEQUATE BACKUPS, NOR FOR THE COST OF RECONSTRUCTING DATA. ALVAKA IS CONSULTING WITH CLIENT AND ANALYZING CLIENT'S COMPUTER SYSTEM AND MAKING RECOMMENDATIONS BASED UPON ITS MONITORING AND INSPECTION OF CLIENT'S SYSTEMS THAT IS LIMITED IN SCOPE. ALVAKA DOES NOT WARRANT THAT AS A RESULT OF THE MONITORING OR LIMITED INSPECTION, IT WILL IDENTIFY ALL OF THE POTENTIAL PROBLEMS OR ISSUES WITH CLIENT'S SYSTEMS, NOR DOES ALVAKA WARRANT THAT ITS RECOMMENDATIONS WILL REMEDY ALL PROBLEMS OR ISSUES THAT CLIENT MAY ENCOUNTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALVAKA AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.**

c. Alvaka's and its suppliers' liability to Client for damages of any nature shall not exceed the total charges paid or payable for Services rendered by Alvaka during the most recent three (3) calendar months under the terms of this Agreement. Under no circumstances will Alvaka be liable for any incidental, indirect, special or consequential damages of any kind whatsoever, including, but not



limited to, lost profits, down time, removal and reinstallations, costs arising out of or relating to Alvaka's systems inspection and analysis of the computer systems. Without limiting the foregoing, in no event is Alvaka liable for any systems related to medical devices, other life-saving devices, real time controls for critical processes, or other systems the failure of which might cause injury or death, including any interface to any such systems.

## 8. TERM; TERMINATION

a. This Agreement is effective beginning the Effective Date and continues until terminated as set forth in this Agreement. Each Attachment will specify the term for such Attachment.

b. Client may terminate the Agreement or an Attachment for any or no reason with at least 90 days written notice to Alvaka; provided that certain Attachments or Services may be non-cancellable by Client, as set forth in the Attachment. On the effective date of any termination under this Section, Client shall:

- i. Return to Alvaka or erase any and all Software installed on Client's computer system;
- ii. Pay all bills incurred through the effective date of the termination on or before the date of termination;
- iii. Return any and all documentation and equipment left by Alvaka with Client;
- iv. Pay the prorated price for the duration of the term for the Attachment(s) terminated, for the amount of any monetary incentive granted by Alvaka to Client therein. For example, if Client enters into an Attachment with a three-year term, and Alvaka, as an incentive to Client, installs Software without charge, and if the installation charge would normally be \$300.00 and the Client terminates the Agreement after two years, Client must repay \$100.00;

Also, Alvaka may set a price for a Service based on the duration of the Attachment. In the event of an early termination of such Attachment, Client shall pay Alvaka the price differential. For example, if the price of a certain service is \$1,000.00 per month for an Attachment with a term of three years, and the Client terminates the Attachment after two years and the monthly price of the service for a two-year term is \$1,200.00, the amount repaid would be as follows: \$200.00 monthly price differential x 24 months = \$4,800.00.

Client acknowledges that the payments in this subsection are not penalties but reflect the additional discovery and other work provided by Alvaka during the initial part of the term of any Attachment for which Alvaka is not fully compensated.

c. Alvaka may terminate this Agreement or an Attachment for any or no reason with at least 90 days' notice to Client.

d. A party may terminate this Agreement or an Attachment if the other party materially breaches this Agreement or such Attachment and fails to cure such breach within 30 days after written notice of the material breach. In addition, Alvaka may suspend providing Services under this Agreement if Client breaches this Agreement and does not cure such breach within 10 days after written notice.

e. Sections 6, 7, 10, 11 and 13 of this Agreement shall survive termination or expiration of this Agreement. Termination of this Agreement will not affect any accrued rights or liabilities of either party.

f. Upon termination for any reason, upon Client's reasonable request, Alvaka will assist Client in the orderly termination of Services, including knowledge transfer to another designated provider, data migration, and equipment removal. Client agrees to pay Alvaka on a time and materials basis, at Alvaka's then-current rates, for such transition assistance.

## 9. ALVAKA EQUIPMENT

a. Client agrees that Alvaka may in support of the Services deliver certain Alvaka Equipment to Client and install such Alvaka Equipment on Client premises. "**Alvaka Equipment**" means any equipment provided by Alvaka to Client in support of Alvaka Services, including but not limited to network management appliances (NMAs), firewall appliances, backup devices, SSL VPN appliances, and data protection devices.

b. The Alvaka Equipment is and at all times shall remain the sole and exclusive property of Alvaka and Client agrees that it does not become an owner of any Alvaka Equipment because of the payments provided for in this Agreement. Upon termination of this Agreement, subject to any applicable laws or regulations, Alvaka may, but is not required to, retrieve any associated Alvaka Equipment not returned by Client as required below. Client agrees to pay any expense incurred by Alvaka in any retrieval of the unreturned Alvaka Equipment. Alvaka will not be deemed to have "abandoned" the Alvaka Equipment if it does not retrieve such equipment. Alvaka shall be entitled to seek injunctive relief to enforce its rights with respect to the Alvaka Equipment.

c. Client agrees to provide Alvaka and its authorized agents access to Client premises on a 24 x 7 basis upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, or disconnect or remove the Alvaka Equipment, to install associated software, and to conduct an audit of the Alvaka Equipment.

d. Alvaka shall have the right to upgrade, modify and enhance Alvaka Equipment and associated software from time to time through "downloads" from Alvaka's network or otherwise.

e. Client agrees that, if this Agreement is terminated, Client has no right to possess or use the Alvaka Equipment. Client agrees to arrange for the return of Alvaka Equipment to Alvaka, in the same condition as when received (excepting ordinary wear), upon termination of the Agreement. Alvaka may charge Client a continuing monthly fee until any outstanding Alvaka Equipment is returned, collected by Alvaka or fully paid for by Client.

f. Client will not, nor will allow others to: (i) open, alter, misuse, tamper with or remove the Alvaka Equipment as and where installed by Alvaka, or (ii) use Alvaka Equipment in any manner contrary to this Agreement, or (iii) remove any markings or labels from the Alvaka Equipment indicating Alvaka ownership or serial or identity numbers. Client will reasonably safeguard the Alvaka Equipment from loss or damage of any kind, including accidents, breakage or fire, and will not permit anyone other than an authorized representative of Alvaka to perform any work on the Alvaka Equipment. Nothing in this Agreement shall prevent Alvaka from enforcing any rights it has with respect to theft or unauthorized tampering of Alvaka Equipment under applicable law.

g. Client agrees to pay Alvaka liquidated damages as reasonably determined by Alvaka for the replacement cost of the Alvaka Equipment without any deduction for depreciation, wear and tear

or physical condition of such Alvaka Equipment if (i) Client tampers with, or permit others to tamper with, Alvaka Equipment, (ii) the Alvaka Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond Client's reasonable control, or (iii) the Alvaka Equipment is damaged (excluding equipment malfunction through no fault of Client) while in Client possession, whether or not due to circumstances beyond Client's reasonable control. Client agrees to return any damaged Alvaka Equipment to Alvaka. Notwithstanding the above, Client shall not be required to pay liquidated damages to Alvaka if the damage or destruction of the Alvaka Equipment arises out of the acts or omissions of Alvaka or its agents, employees or subcontractors.

## 10. CONFIDENTIALITY

a. "Confidential Information" means any business or technical information or data that is disclosed by one party to the other party pursuant to this Agreement. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records.

b. A receiving party agrees: (a) to hold the disclosing party's Confidential Information in confidence; (b) not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information, except to its employees who have a need to know such information for the purpose of this Agreement; and (c) to protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own Confidential Information, no less than a reasonable standard of care. A receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall inform the other party as soon as practicable, prior to any such required disclosure.

c. Each party acknowledges and agrees that any violation of this Section may cause such party irreparable injury for which such party would have no adequate remedy at law, and that such party shall be entitled to seek preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that such party may have at law or in equity.

d. Upon the termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party; provided that, with respect to electronic images of Confidential Information, the receiving party's obligations shall be limited to using commercially reasonable efforts to delete those electronic images from local desktop computer document storage systems and active files on servers but shall not extend to receiving party's routine information systems backup or document retention programs.

## 11. INTELLECTUAL PROPERTY

a. Client agrees that Alvaka and its third party licensors and suppliers own all right, title and interest, including but not limited to copyright, patent, trade secret, and all other intellectual property rights, in the Services and the Software (including but not limited to the look and feel, algorithms, documentation format, database structures, methodologies, and know-how associated with the Services and the Software) and any and all copies and Updates. Alvaka reserves all rights to the Services and the Software not specifically granted herein.

b. Alvaka and/or third parties may provide software in connection with the Services. Client



may use any supplied Software only in support of the Services provided by Alvaka. All such software is licensed to Client subject to the terms and conditions of an end user license agreement ("**EULA**") which is typically provided as either a document accompanying such software or an on-screen dialogue accepted during initial use of such software. Client represents to Alvaka that it will abide by the terms and conditions of any EULA associated with any software provided to Client with any Services.

**12. NETWORK SECURITY.** Alvaka has not been retained, unless specified in a separate Network Security Attachment, to provide recommendations concerning the security of any Client network or system. Any changes made to a Client network or system may have direct or indirect impacts that are negative to its security. Alvaka Networks cannot possibly anticipate every possible reaction due to such changes. Client is solely responsible for periodically testing its security to make sure it meets the requirements of its security policy. Under no circumstances does Alvaka guarantee or certify the prior, current or future integrity of the security of any Client network or system.

### **13. PERSONNEL**

a. The parties recognize that each party has made substantial investments in hiring, training and retention of its respective personnel and agree that neither party will retain for consultation or employment, the employees of the other party (or former employees employed within the prior two (2) years) during the term of this Agreement or for a period of two (2) years following termination of this Agreement, unless otherwise agreed to in writing by both parties. In the event that Alvaka agrees in writing to any such hiring, then, Client will pay Alvaka a fee equal to the greater of: (1) such employee's most recent annual salary and bonus and (2) the salary and bonus offered to such employee by Client. Client agrees that this fee is fair and not excessive.

b. Client agrees that the employees of Alvaka performing services under the terms of the Agreement are highly trained computer technicians/engineers. Client further recognizes that the knowledge and training of Alvaka's employees include trade secret information and technology of Alvaka. Client further understands that hiring Alvaka employees would be disruptive to Alvaka's ability to carry on its business. The parties agree, therefore, that in the event of a breach of this Section, injunctive relief would be appropriate in view of the inadequacy of damages or other legal remedies, without limiting any other damages or remedies available under this Agreement or in law or equity.

### **14. MISCELLANEOUS**

a. Alvaka reserves the right to engage subcontractors to perform Services under this Agreement.

b. No term, condition or provision set forth herein shall be deemed waived by either party or any breach thereof excused by either party unless such waiver or excuse shall be in writing signed by an authorized representative of the party waiving the breach of the condition or provision. No consent by either party or waiver of any breach by either party shall constitute a consent to, waiver of, or excuse for any other subsequent breach of any type whatsoever by the other party.

c. In the event of any conflict between the terms and conditions of a Purchase Order issued by Client and Alvaka's Statement of Work (SOW), or Master Services Agreement (MSA), the terms and conditions of Alvaka's SOW and MSA shall prevail. Alvaka's acceptance of the Purchase Order does not constitute acceptance of any terms or conditions that conflict with or modify Alvaka's SOW or MSA. Any changes to Alvaka's SOW or MSA must be mutually agreed upon in writing by both parties.

d. Alvaka shall not be liable for any delay in performance under this Agreement caused by any Act of God, or any other cause beyond its reasonable control.

e. Any notice under this Agreement shall be in writing and delivered to the addresses listed on the first page of this Agreement either: (i) by personal delivery; (ii) by certified mail; or (iii) by nationally recognized overnight courier, and shall be effective upon receipt.

f. Alvaka and Client agree that this Agreement shall be modified only by written agreement duly executed by persons authorized to execute documents on behalf of Alvaka and Client.

g. Client acknowledges and agrees that this Agreement along with the Attachments is the complete and exclusive statement of the mutual understanding of the parties, and that this Agreement along with the Attachments supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

h. This Agreement shall be deemed to have been made in, and shall be construed, pursuant to the laws of the State of California, without regard to its conflicts of laws rules.

i. This paragraph has been intentionally deleted.

j. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration conducted in accordance with the then current Rules of the American Arbitration Association, strictly in accordance with the terms of this Agreement and the substantive law of the State of California. The arbitration shall be held at the office of the American Arbitration Association in Los Angeles, California. The judgment and award rendered by the arbitrator may be entered and enforced in any court of competent jurisdiction. Neither party shall institute a proceeding hereunder until that party has furnished to the other party, by registered mail at least fifteen (15) days prior written notice, of its intent to do so.

k. If any part of this Agreement shall be adjudged invalid by any court of competent jurisdiction, that judgment shall not affect or nullify the remainder of this Agreement and its effect shall be confined to the part immediately involved in the controversy adjudged.

l. Neither party may assign this Agreement without the prior written consent of the other party; provided that either party may assign this Agreement without consent to a party's successor in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, whether by means of a sale of assets, sale of stock or other equity interest, or merger or other consolidation. This Agreement and all Attachments are binding on and inure to the benefit of the parties' successors and permitted assigns, and each party agrees to ensure that its successors and permitted assigns agree to be bound by the terms of this Agreement and all Attachments.

m. Alvaka may include Client's name and logo in a list of Alvaka clients and as a user of the Services in its marketing materials.

n. The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between Alvaka and Client.

o. Client acknowledges and agrees that the Alvaka Equipment, and all other software, technical information, or technology provided pursuant to this Agreement may be subject to

Attachment C

restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the regulations and laws of another country). Client agrees not to export or re-export the Equipment, or any related technology into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.

p. The parties agree that this Agreement and all Attachments may be submitted and signed electronically by digital signatures or other electronic manifestation of acceptance. Such signatures will be fully binding on the parties, in the same manner as if physically signed and submitted by a party. Each party waives any objection that its digital signatures and acceptances are not valid.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the Effective Date.

**Client** DocuSigned by:  
*Victor Cumberland*  
DBE20C6B9CCB418...

**By:** \_\_\_\_\_

**Name:** Victor Cumberland

**Title:** Purchasing Manager

**Date:** 10/28/2023 | 18:12:00 PDT

## Statement of Work (SOW)

**Title:** Containment and Restoration - Phase 1

**Client:** County of Orange through its District Attorney / Public Administration

**Consultant:** Alvaka

**Counsel:** Baker McKenzie

**Investigator:** KPMG

**Negotiator:** TBD

**Date:** 10/27/2023

This Statement of Work is entered into by Client, Counsel and Consultant and incorporates herein by reference Master Service Agreement executed between Client and Consultant.

**Attorney-Client Privilege:** Consultant shall perform the Professional Services described herein at Counsel's direction and in accordance with Counsel's instructions in anticipation of litigation and/or regulatory proceedings and subject to the attorney-client privilege and work product doctrine. Consultant further understands information and materials Counsel and/or Client provide Consultant will be developed in anticipation of litigation and/or regulatory proceedings protected by the attorney-client privilege and/or the work product doctrine. Consultant agrees to treat such materials as confidential and subject to privilege.

**Background:** Consultant's policy is to advise our clients in writing of our understanding as to the scope of requested services and ask them to confirm their understanding is the same as ours.

Consultant agrees to consult with Counsel as directed to plan, design, implement, and/or manage the restoration of Client's systems. Client and Counsel determines the level of our involvement.

**Current Situation:** Client has experienced a security incident and systems are not operational.

**Objective:** Assist Client and Counsel to provide Incident Response advisory services. If directed, contain the threat, restore system functionality and support the forensic investigation as directed by Counsel.

**Scope:** Consultant will perform Professional Services, including but not limited to:

### PHASE 1

- Provide Incident Response advisory services related to Containment and Restoration.
- Scope additional services as appropriate.
- Provide Project Management for Consultant's work under this SOW.

### OPTIONAL WORK TO BE PERFORMED AS DIRECTED

- Discover and reconfigure firewall rules to support remote access by Consultant and secure internet access by select Client users.

- Discover systems inventory, including applications and data as necessary to support the containment and restoration efforts.
- Provide Alvaka Rescue Kits™, hardware appliances consisting of restoration tools, and additional compute, storage and memory placed on-site to facilitate the restoration effort.
- Assess viability of Client's backups.
- Assess health of Active Directory Domain Controllers.
- Perform Containment tasks as specified by Investigator.
- Deploy EDR agents to support Investigator's Incident Response and mutual containment efforts.
- Support Investigator's data collection efforts.
- Backup, restore, and decrypt data in coordination with Client, Investigator, and Negotiator.
- Recover critical systems and applications in priority order.
- Recover Workstations.
- Provide ad-hoc support related to the restoration work performed under this SOW.
- Perform additional services as directed. (Please note this task is intended to provide flexibility for Client to request minor deviations related to this Phase that frequently arise while performing work. Material deviations are outside the Scope of this Phase and may be addressed in subsequent Phases or Change Orders as directed.)
- Develop additional Statements of Work as directed.

**PHASE 2** – Additional Professional Services as appropriate and directed by Client. The Budget does not include an estimate for the fees associated with this Phase.

**Project Management:** The Project Management function will be performed by Consultant.

**Exclusions:** The following work can be performed, but is out of scope of this SOW.

- Work related to upgrading or improving the IT environment versus remediating and restoring its functionality to its state prior to the security incident.
- Formal or "as-built" systems documentation for work performed by Alvaka Networks and/or additional items as directed by client.

**Schedule & Duration:** Work will start upon full execution of the SOW and Master Services Agreement. The work is estimated to take 1 to 2 calendar weeks to complete.

**Location:** Work will be primarily performed remotely from Consultant's offices and if required, onsite as mutually agreed by the parties.

**Deliverables:** Given the accelerated timeframe, formal system or as-built documentation will not be provided in phase 1. Communications will be provided verbally and by e-mail under attorney client privilege.

**Status and Budget Reporting:** Consultant will report work progress and budget status on a regular basis, initially 3 times per week with frequency to be mutually determined thereafter.

**Completion Criteria:** The project will be complete when the tasks are performed or the estimated budget is exceeded, whichever comes first.

**Assumptions & Prerequisites:**

- Consultant may utilize imaging and/or scripting technologies for software configuration deployment.
- Client has virtual hosts available at each of the offices at which software deployment will be performed.
- Consultant engineers will have full access to facilities, systems, adequate connectivity, staff, outside consultants and vendors as required.
- All required software licensing and media is available.
- The system elements are licensed for the necessary features to support the intended functionality.
- Manufacturer support is available for all systems in scope of this work.
- Client staff is available on-premise at the location of the restoration environment and is responsible for placing the Alvaka Rescue Kits™.

**Billing Rates:** Consultant will provide service at the following hourly rates.

| Role                                     | Hourly Rate |
|------------------------------------------|-------------|
| Senior Case Manager                      | \$425.00    |
| Incident Response Coordinator            | \$425.00    |
| Senior Systems Architect                 | \$375.00    |
| Senior Network Engineer                  | \$375.00    |
| Senior Project Manager                   | \$350.00    |
| On-site Level 2 Engineer – United States | \$375.00    |

**Overtime:** Overtime rate multipliers are waived.

**Restoration and Containment Acceleration Technologies:** Consultant leverages its tools and NOC-based services to **reduce business interruption and containment as well as the level of billable effort. Please note that Client will not be charged for technologies not utilized.** The following line items are licensing only. The effort for deployment and utilization of these tools is charged at the rates as defined above.

- **RESCUE Kit™:** Consultant will provide Alvaka Rescue Kits, appliances that include computing and storage resources, software IOS images, backup software, vulnerability scanning software, asset discovery software, remote access software, and proprietary tools and scripts that accelerate the systems restoration process.

Alvaka RESCUE Server rental - \$3,000.00 per Server per 30-day increment

Alvaka RESCUE 32TB SAN rental - \$3,000.00 per 30-day increment



Alvaka RESCUE 96TB SAN rental - \$5,000.00 per 30-day increment

Alvaka RESCUE Firewall rental - \$3,000.00 per Firewall per 30-day increment

Alvaka RESCUE Kit HyperVault 2.0 rental, consisting of increased compute capacity, 45TB integrated storage, firewall, network switch, and UPS - \$16,000.00 per 30 day increment.

**Please note that all RESCUE Kits listed above may not be required. Client will not be charged for RESCUE Kits not delivered.**

Client is responsible for timely return of equipment at the conclusion of the work and replacement cost if not returned.

Expenses for expedited "Next Day Air" shipping to Client site, Standard Ground shipping for return, and insurance will be charged at actual cost as incurred. If same-day delivery is requested, 3<sup>rd</sup>-party Courier expenses may apply. Courier expenses for same-day delivery to destinations outside of Southern California range from \$3,000 to \$5,000 due to the cost of same-day airline bookings and overnight travel.

- **Network & Systems Monitoring:** Consultant may, with Client approval, leverage its ODIN 360 Enterprise Systems Monitoring platform to provide real-time visibility, monitoring, and alerting of Critical Devices to facilitate and accelerate the containment and restoration workstreams. Critical Devices include servers, firewalls, core switches, and storage devices.

Up to 25 Critical Devices - \$1,000.00 per 30-day increment

**Litigation Support:** To the extent Consultant is requested to provide any written testimony or reports relating to its work, such additional services will be provided at Consultant's standard applicable hourly rates as listed above. However, any trial prep, oral testimony at deposition, a hearing or trial will be provided at 1.5 times such rates plus any applicable travel time (at regular rates), travel, car rental, meals and accommodations, and out of pocket expenses incurred.

**Expenses:** All pre-approved expenses shall be invoiced to Client at the conclusion of each week with Time & Materials invoices.

**Budget:** \$75,000. This is not a Fixed Fee Project. The work will be performed on a "Time & Materials" basis. Often, new information is discovered after work has commenced. Therefore, this estimate is subject to revision in the event of material changes to the Scope of Work. Upon consuming 80% of budget, Consultant will notify Client and Counsel. Consultant may not, and will not, exceed the budget without written approval. Delay in such approval may require work pause in order to meet this commitment to Client.

**Retainer:** Waived.

**Progress Payments:** Progress payments for actual work performed will be invoiced on a weekly basis. Progress payments are due upon receipt. Failure to remit progress payments on a timely basis may result in a pause in work. Client shall be solely responsible for timely payment of fees and expenses and such fees and expenses are not contingent upon insurance carrier coverage or reimbursement. Counsel will not be responsible for the payment of fees or expenses under any circumstances.



**Credit Limit:** \$200,000. The Credit Limit represents the maximum outstanding balance of invoices that the Client may have at any given time. Client agrees to monitor and manage their outstanding invoices to ensure compliance with the Credit Limit. It is the Client's responsibility to make timely payments to Consultant to avoid exceeding the Credit Limit. In the event that the Client's outstanding invoices exceed the Credit Limit, Consultant reserves the right to take appropriate actions, which may include but are not limited to the following:

- Ceasing the provision of goods or services until the outstanding balance is reduced below the Credit Limit.
- Requesting immediate payment of the excess amount to bring the outstanding balance within the Credit Limit.
- Adjusting the Credit Limit as deemed necessary by Consultant, subject to mutual agreement between Consultant and Client.

**Factors Contributing to Variations in Fees:** Certain information is unknown that may affect the level of effort required to perform the scoped tasks.

- Non-virtualized physical servers. The level of effort to restore physical servers is higher than for virtualized servers due to increased time for provisioning and hardware-specific software configurations and compatibility issues.
- Viability of backups. The level of effort and calendar duration required to decrypt data and restore systems using keys provided by a criminal threat actor are greater than when backups are viable.
- Availability of Client IT Staff and vendors to work extended hours on a sustained basis. System restoration work frequently requires an intensive initial 7x24 effort to meet Client restoration objectives.
- Onsite work. In some cases, Alvaka must place engineering resources onsite to augment Client's IT staff or for work that cannot be performed remotely. However, Alvaka generally seeks to minimize use of onsite resources due to travel expenses, delays, and the inability to work around the clock while onsite.
- Decryption challenges. Decryption tools provided by criminal threat actors can be unreliable. They may require time-consuming efforts for multiple restarts as well as custom script development to increase the percentage of data successfully restored. Data that was corrupted prior to or during an encryption event will decrypt to a corrupted state and may require additional effort to reindex or "uncorrupt".
- State of the IT environment. The level of effort to restore systems and data is affected by the state of the overall environment and individual devices prior to the Security Incident. In particular, deferred maintenance, lack of computing resource capacity, and lack of automated systems management capabilities can significantly increase the level of effort required.
- Workstation restoration requirements. The effort to decrypt or "wipe and reload" a fleet of workstations can vary and be very high, particularly if End-User does not have a functional automated method for doing so. Currently, unknown factors include quantity of workstations to be redeployed, quantity of workstation configurations to be accommodated, quantity of sites at which

software deployment will be performed, viability of specific hardware to be reimaged or otherwise restored, and user personalization requirements.

- Lack of manufacturer support. The effort to restore and protect systems that are no longer supported by their respective manufacturers generally exceeds that for supported systems. In many cases, current security remediation measures cannot be deployed to out-of-date systems and compensating measures must be implemented.
- Systems changes made prior to engagement. Changes to systems made by Client in response to the incident prior Consultant's engagement may increase the level of effort and/or reduce the chances of successful restoration.

**COVID-19:** Due to the special circumstances of Covid-19 limitations, CDC recommendations, and civil unrest, there may be limitations on the ability to place professionals onsite, and resources, illness, and lack of access may impact remote service delivery capabilities. Typical activity and protocols such as device handling, installation of software and other remediation efforts may take more time to account for Covid-19 protection efforts. Any suspected or verified outbreak among staffers or those they come in contact with may require work stoppage or substantially delay efforts in progress. Client recognizes these potential limitations and the delays in service delivery that may occur as a result. Client further agrees that any such delay does not relieve Client of obligations for work already performed.

**The situation is fluid and Consultant is unfamiliar with the environment. Client intends to make significant changes to its environment in an accelerated time frame. Client does not have the luxury of time to methodically design, plan, test, and deploy changes as is standard practice for IT Infrastructure integration work. Therefore, the risks associated with configuration changes are magnified, including the risk of outage, misconfiguration, data loss, ineffective security configurations, inefficient use of resources, and duplicative efforts. Consultant will take commercially reasonable efforts to reduce the level of risk, but cannot guarantee to deliver an error-free or optimal result. In particular, the time allocated to perform the initial SOW may not be sufficient to fully address or complete the scoped tasks.**


**Successful decryption of data utilizing keys and tools provided by criminal threat actors is not guaranteed. Data that was corrupted prior to or during the encryption event will decrypt to a corrupted state and may be unrestorable. 100% restoration of all encrypted data is rarely achieved.**

**Prevention of future attacks by criminal threat actors is not guaranteed. While implementation of the Containment Plan reduces the risk of a successful future attack, it cannot be completely eliminated. In particular, Client's decision to forgo certain Containment actions will result in their associated risks not being mitigated. However, even with full implementation of the Containment Plan, prevention of future attacks cannot be guaranteed.**


**Consultant will take commercially reasonable efforts to meet Client's requirements, including working overtime, but cannot guarantee that Client will achieve its objectives. Payment in full of Consultant's fees is not subject to a "performance guarantee", nor contingent upon Client receiving a satisfactory outcome, nor contingent upon coverage of the fees by a cyber-liability or other insurance carrier.**

This SOW is an attachment to the Master Services Agreement.

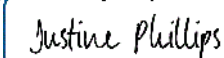
**Accepted:****Consultant**

DocuSigned by:  
  
By: 390E2FA5CE32428...  
Name: Oli Thordarson  
Title: President  
Date: 10/29/2023 | 02:24:32 PDT

**Client**

DocuSigned by:  
  
By: DBE20C6B9CCB418...  
Name: Victor Cumberland  
Title: Purchasing Manager  
Date: 10/28/2023 | 18:12:00 PDT

**Counselor**

DocuSigned by:  
  
By: FA4E5ED3D5DD47A...  
Name: Justine Phillips  
Title: Principal  
Date: 10/29/2023 | 08:14:02 PDT

## Statement of Work (SOW)

**Title:** Containment and Restoration - Phase 2

**Client:** County of Orange through its District Attorney / Public Administration

**Consultant:** Alvaka

**Counsel:** Baker McKenzie

**Investigator:** KPMG / Microsoft DART

**Negotiator:** N/A

**Date:** 11/3/2023

This Statement of Work is entered into by Client, Counsel and Consultant and incorporates herein by reference Master Service Agreement executed between Client and Consultant.

**Attorney-Client Privilege:** Consultant shall perform the Professional Services described herein at Counsel's direction and in accordance with Counsel's instructions in anticipation of litigation and/or regulatory proceedings and subject to the attorney-client privilege and work product doctrine. Consultant further understands information and materials Counsel and/or Client provide Consultant will be developed in anticipation of litigation and/or regulatory proceedings protected by the attorney-client privilege and/or the work product doctrine. Consultant agrees to treat such materials as confidential and subject to privilege.

**Background:** Consultant's policy is to advise our clients in writing of our understanding as to the scope of requested services and ask them to confirm their understanding is the same as ours.

Consultant agrees to consult with Counsel as directed to plan, design, implement, and/or manage the restoration of Client's systems. Client and Counsel determines the level of our involvement.

**Current Situation:** Client has experienced a security incident and systems are partially operational. Budget for Phase 1 has been depleted.

**Objective:** Assist Client and Counsel to provide Incident Response advisory services. If directed, contain the threat, restore system functionality and support the forensic investigation as directed by Counsel.

**Scope:** Consultant will perform Professional Services, including but not limited to:

### PHASE 1

- Provide Incident Response advisory services related to Containment and Restoration.
- Provide ongoing support for forensic efforts.
- Provide Consulting on MFA implementation.
- Complete DC replacement & testing.
- Implement Containment recommendations as provided by Investigators.
- Scope additional services as appropriate.

- Provide Project Management for Consultant's work under this SOW.

**OPTIONAL WORK TO BE PERFORMED AS DIRECTED**

- Provide ad-hoc support related to the restoration work performed under this SOW.
- Perform additional services as directed. (Please note this task is intended to provide flexibility for Client to request minor deviations related to this Phase that frequently arise while performing work. Material deviations are outside the Scope of this Phase and may be addressed in subsequent Phases or Change Orders as directed.)
- Develop additional Statements of Work as directed.

**PHASE 2** – Additional Professional Services as appropriate and directed by Client. The Budget does not include an estimate for the fees associated with this Phase.

**Project Management:** The Project Management function will be performed by Consultant.

**Exclusions:** The following work can be performed, but is out of scope of this SOW.

- Work related to upgrading or improving the IT environment versus remediating and restoring its functionality to its state prior to the security incident.
- Formal or "as-built" systems documentation for work performed by Alvaka Networks and/or additional items as directed by client.

**Schedule & Duration:** Work will start upon full execution of the SOW and Master Services Agreement. The work is estimated to take 2 to 4 calendar weeks to complete.

**Location:** Work will be primarily performed remotely from Consultant's offices and if required, onsite as mutually agreed by the parties.

**Deliverables:** Given the accelerated timeframe, formal system or as-built documentation will not be provided in phase 1. Communications will be provided verbally and by e-mail under attorney client privilege.

**Status and Budget Reporting:** Consultant will report work progress and budget status on a regular basis, initially 3 times per week with frequency to be mutually determined thereafter.

**Completion Criteria:** The project will be complete when the tasks are performed or the estimated budget is exceeded, whichever comes first.

**Assumptions & Prerequisites:**

- Consultant may utilize imaging and/or scripting technologies for software configuration deployment.
- Client has virtual hosts available at each of the offices at which software deployment will be performed.
- Consultant engineers will have full access to facilities, systems, adequate connectivity, staff, outside consultants and vendors as required.
- All required software licensing and media is available.

- The system elements are licensed for the necessary features to support the intended functionality.
- Manufacturer support is available for all systems in scope of this work.
- Client staff is available on-premise at the location of the restoration environment and is responsible for placing the Alvaka Rescue Kits™.

**Billing Rates:** Consultant will provide service at the following hourly rates.

| Role                                     | Hourly Rate |
|------------------------------------------|-------------|
| Senior Case Manager                      | \$425.00    |
| Incident Response Coordinator            | \$425.00    |
| Senior Systems Architect                 | \$375.00    |
| Senior Network Engineer                  | \$375.00    |
| Senior Project Manager                   | \$350.00    |
| On-site Level 2 Engineer – United States | \$375.00    |

**Overtime:** Overtime rate multipliers are waived.

**Restoration and Containment Acceleration Technologies:** Consultant leverages its tools and NOC-based services to reduce business interruption and containment as well as the level of billable effort. Please note that Client will not be charged for technologies not utilized. The following line items are licensing only. The effort for deployment and utilization of these tools is charged at the rates as defined above.

- **RESCUE Kit™:** Consultant will provide Alvaka Rescue Kits, appliances that include computing and storage resources, software IOS images, backup software, vulnerability scanning software, asset discovery software, remote access software, and proprietary tools and scripts that accelerate the systems restoration process.

Alvaka RESCUE Server rental - \$3,000.00 per Server per 30-day increment

Alvaka RESCUE 32TB SAN rental - \$3,000.00 per 30-day increment

Alvaka RESCUE 96TB SAN rental - \$5,000.00 per 30-day increment

Alvaka RESCUE Firewall rental - \$3,000.00 per Firewall per 30-day increment

Alvaka RESCUE Kit HyperVault 2.0 rental, consisting of increased compute capacity, 45TB integrated storage, firewall, network switch, and UPS - \$16,000.00 per 30 day increment.

**Please note that all RESCUE Kits listed above may not be required. Client will not be charged for RESCUE Kits not delivered.**

Client is responsible for timely return of equipment at the conclusion of the work and replacement cost if not returned.

Expenses for expedited "Next Day Air" shipping to Client site, Standard Ground shipping for return, and insurance will be charged at actual cost as incurred. If same-day delivery is requested, 3<sup>rd</sup>-party Courier expenses may apply. Courier expenses for same-day delivery to destinations outside of Southern California

range from \$3,000 to \$5,000 due to the cost of same-day airline bookings and overnight travel.

- **Network & Systems Monitoring:** Consultant may, with Client approval, leverage its ODIN 360 Enterprise Systems Monitoring platform to provide real-time visibility, monitoring, and alerting of Critical Devices to facilitate and accelerate the containment and restoration workstreams. Critical Devices include servers, firewalls, core switches, and storage devices.

Up to 25 Critical Devices - \$1,000.00 per 30-day increment

**Litigation Support:** To the extent Consultant is requested to provide any written testimony or reports relating to its work, such additional services will be provided at Consultant's standard applicable hourly rates as listed above. However, any trial prep, oral testimony at deposition, a hearing or trial will be provided at 1.5 times such rates plus any applicable travel time (at regular rates), travel, car rental, meals and accommodations, and out of pocket expenses incurred.

**Expenses:** All pre-approved expenses shall be invoiced to Client at the conclusion of each week with Time & Materials invoices.

**Budget:** \$125,000. This is not a Fixed Fee Project. The work will be performed on a "Time & Materials" basis. Often, new information is discovered after work has commenced. Therefore, this estimate is subject to revision in the event of material changes to the Scope of Work. Upon consuming 80% of budget, Consultant will notify Client and Counsel. Consultant may not, and will not, exceed the budget without written approval. Delay in such approval may require work pause in order to meet this commitment to Client.

**Retainer:** Waived.

**Progress Payments:** Progress payments for actual work performed will be invoiced on a weekly basis. Progress payments are due upon receipt. Failure to remit progress payments on a timely basis may result in a pause in work. Client shall be solely responsible for timely payment of fees and expenses and such fees and expenses are not contingent upon insurance carrier coverage or reimbursement. Counsel will not be responsible for the payment of fees or expenses under any circumstances.

**Credit Limit:** \$200,000. The Credit Limit represents the maximum outstanding balance of invoices that the Client may have at any given time. Client agrees to monitor and manage their outstanding invoices to ensure compliance with the Credit Limit. It is the Client's responsibility to make timely payments to Consultant to avoid exceeding the Credit Limit. In the event that the Client's outstanding invoices exceed the Credit Limit, Consultant reserves the right to take appropriate actions, which may include but are not limited to the following:

- Ceasing the provision of goods or services until the outstanding balance is reduced below the Credit Limit.
- Requesting immediate payment of the excess amount to bring the outstanding balance within the Credit Limit.
- Adjusting the Credit Limit as deemed necessary by Consultant, subject to mutual agreement between Consultant and Client.



**Factors Contributing to Variations in Fees:** Certain information is unknown that may affect the level of effort required to perform the scoped tasks.

- Non-virtualized physical servers. The level of effort to restore physical servers is higher than for virtualized servers due to increased time for provisioning and hardware-specific software configurations and compatibility issues.
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This SOW is an attachment to the Master Services Agreement.

**Accepted:**

**Consul**

DocuSigned by:

*Oli Thordarson*

By:

390E2FA5CE32428...

Name: Oli Thordarson

Title: President

Date: 11/7/2023 | 15:07:16 PST

**Counsel**

**Client**

DocuSigned by:

*Ruben Aguilar*

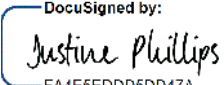
By:

2886DFFB208C4A5...

Name: Ruben Aguilar

Title: Supervising PCS

Date: 11/7/2023

By:  FA4E5EDDD5DD47A...  
Name: Justine Phillips  
Title: Principal  
Date: 11/7/2023 | 15:09:40 PST

## Contract Summary Form

OC Expediter Requisition #: N/A

**Thor Solutions, Inc. dba Alvaka Networks**

### SUMMARY OF SIGNIFICANT CHANGES

1. New Contract – No changes to specify.

### SUBCONTRACTORS

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

### CONTRACT OPERATING EXPENSES

#### PAYMENT/COMPENSATION

1. **Compensation:** This is a firm-fixed fee Emergency Contract between the County and Contractor for Cyber Incident Response Consultation as set forth per Emergency Contract MA-026-24010570.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Contract Terms and Conditions. County's maximum obligation shall not exceed \$200,000.00 for this Contract term.**



KPMG LLP  
550 South Hope Street  
Suite 1500  
Los Angeles, California 90071-2629

Telephone +1 213 972 4000  
Fax +1 213 622 1217  
kpmg.com

November 6, 2023

**PRIVILEGED AND CONFIDENTIAL**

Baker & McKenzie LLP  
10250 Constellation Boulevard  
Suite 1850  
Los Angeles, California 90067  
United States

Re: Cyber Threat Management and Incident Response/Forensic Services

Attention: Justine Phillips, Partner

This letter and the attached KPMG LLP Standard Terms and Conditions (Government) for Advisory and Tax Services (“Standard Terms and Conditions”), (collectively, the “Engagement Letter”) dated as of October 26, 2023 confirm our understanding and agreement among Baker & McKenzie LLP (“Counsel”), Orange County District Attorney’s Office (the “County”) and KPMG LLP (“KPMG”), whereby Counsel, as attorney on behalf of the County, has retained KPMG to assist Counsel in its rendering of legal advice to the County in connection with the above-referenced matter.

**Understanding of our Role**

KPMG’s work, to be performed under Counsel’s direction, is to assist Counsel in its rendering of legal advice to the County with Cyber Threat Management and eDiscovery Services with respect to the above-referenced matter. KPMG’s services will include the identification, collection, filtering, processing, and review of electronically stored information and such other tasks related to the above-referenced matter as may be identified and mutually agreed to during the course of this engagement.

Counsel confirms Chain of Custody documentation is required.

All documents and/or data provided to KPMG by Counsel, the County or on the County’s behalf are referred to as “County’s Data.”

Counsel and the County will make available to KPMG, in a timely manner, the information necessary for KPMG to complete the services under this Engagement Letter. Counsel and the County acknowledge that their failure to do so could adversely affect KPMG’s ability to provide the services under this Engagement Letter. KPMG will make all requests for information through Counsel.



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Baker & McKenzie LLP  
Attention: Justine Phillips, Partner  
November 6, 2023  
Page 2 of 8

Should Counsel request that someone from KPMG provide expert testimony or an expert report in the future, Counsel and KPMG will discuss and mutually agree on whether KPMG is prepared to provide the services of an individual who can offer such testimony or provide a written expert report and if so, who would provide such testimony or report. If agreed, such work will be contracted under a separate engagement letter.

### **Use of KPMG and Third-Party Tools**

To facilitate the delivery of the services contemplated herein, KPMG uses a combination of licensed and proprietary technology and/or third-party licensed technology. If needed, County or Counsel will license such third-party tools directly from the third party and shall obtain the licenses, permissions or consents necessary for KPMG to use such third-party tools in connection with its services. KPMG makes no warranties with respect to such third-party tools and County or Counsel, whichever licensed such tools, shall be responsible for compliance with such third-party license.

Periodically, KPMG may release software application updates to its technologies. These may be updates to both third-party applications and KPMG's own proprietary applications employed in the delivery of services. It is agreed that the County will allow KPMG to upgrade the repository containing County Data to the latest software version within 90 days of the announced release.

### **Deliverables**

The deliverables KPMG may provide to Counsel as a result of the services contemplated herein are:

- A summary report of information collected and reviewed as a result of services provided;
- Production files exported from data repositories generated from systems used by KPMG in the performance of this engagement, performance metrics, reports generated by the tools or other systems used by KPMG in the performance of this engagement; or
- Other deliverables as may be identified and mutually agreed to during the course of this engagement by Counsel and KPMG.

All parties will agree to the form and frequency of reporting during work plan development. KPMG will encrypt any County's Data deliverables using a commercially available software encryption tool, unless otherwise instructed.

### **Communication and Coordination**

KPMG understands that KPMG's services contemplated hereby will be performed to assist Counsel in its representation of the County in this matter and as such are intended to be subject to the attorney-client privilege and/or work product protections. KPMG agrees that (1) all communication relating to this engagement between KPMG and Counsel and/or the County, which include, without limitation, any written, oral or electronic communication and any

**PRIVILEGED & CONFIDENTIAL**

Baker & McKenzie LLP

Attention: Justine Phillips, Partner

November 6, 2023

Page 3 of 8

documents or information exchanged among the parties; (2) any work product performed or created by KPMG on behalf of Counsel; and (3) the fact that we have been engaged by Counsel in the above-referenced matter, shall be deemed to constitute “Confidential Information” of Counsel and/or the County under Paragraph 11 of the Standard Terms and Conditions, and KPMG will treat such Confidential Information in accordance with Paragraph 11 of the Standard Terms and Conditions. County and Counsel agree that any claim of privilege related to KPMG’s work product should be asserted by County or Counsel if applicable.

**Engagement Staffing**

Jonathan P Fairtlough, Principal, has overall responsibility for the engagement. Ruchir Arya, Director, will be actively involved in the day-to-day performance of the engagement. KPMG will use other professional staff with relevant skills and experience to assist as deemed necessary.

**Counsel’s Responsibilities**

Regarding KPMG’s services, Counsel is responsible for:

- Determining the objectives, scope, and extent of KPMG’s services and, in particular, ensuring that all of County’s Data can be legitimately reviewed by KPMG within the scope of applicable laws and regulations;
- Providing oversight, along with the KPMG team, of the project progress and address issues, if any, as they arise;
- Providing written notice to KPMG of Counsel’s desire to end the engagement – this notice must provide instructions for the disposition of County’s Data (as described under “End of Engagement” below).
- Providing contact information for Authorized Users to receive Digital Responder license key, if applicable (generic usage is prohibited); and
- Providing access and contact information for Authorized Users to access the County’s data repository, if applicable (generic accounts are prohibited.)

**Timing and Professional Fees**

KPMG is prepared to begin work upon receipt of a signed copy of this Engagement Letter, with the start date mutually determined by Counsel and KPMG.

KPMG’s professional services fees under this Engagement Letter will be based on hourly rates and out-of-pocket expenses incurred with the above referenced matter. Fees will not exceed \$200,000 without prior approval from the County or Counsel. KPMG’s fees and hourly rates by professional level are:



## PRIVILEGED &amp; CONFIDENTIAL

Baker &amp; McKenzie LLP

Attention: Justine Phillips, Partner

November 6, 2023

Page 4 of 8

## Cyber Threat Management Services\*:

|                                      |                    |
|--------------------------------------|--------------------|
| Associate:                           | \$ 300             |
| Senior Associate:                    | \$ 350             |
| Manager:                             | \$ 400             |
| Director:                            | \$ 425             |
| Partner/Principal/Managing Director: | \$ 450             |
| Travel time:                         | \$ 150 (as needed) |
|                                      |                    |

\* Hourly rates for Services provided on weekends or Holidays shall be billed at 150% of the hourly rates listed.

## eDiscovery Services Fees:

|                         |       |
|-------------------------|-------|
| User fee per user:      | \$ 75 |
| Data processing per GB: | \$ 25 |
| Data hosting per GB:    | \$ 10 |
| Data export per GB:     | \$ 5  |

## Retention Fees:

In addition to fees above, if KPMG retains County's Data at Client's request longer than sixty (90) calendar days, Client shall be responsible for data storage fees.

| <b>Data Type:</b>                                                   | <b>Fees per month:</b> |
|---------------------------------------------------------------------|------------------------|
| Physical device (e.g., laptop, hard drive, removable media)         | \$ 25 per device       |
| Logical item (e.g., KDR collection, log files, system images, etc.) | \$ .95 per GB          |

Services will be performed at the lower of the rates set forth above in this Engagement Letter or at KPMG's pre-negotiated rates with the County's insurance carrier, if known and agreed to before engagement start date.

KPMG's rates are subject to adjustment from time to time and at least annually. KPMG will advise Counsel and the County immediately if a rate adjustment is being made.

KPMG has inquired of Orange County District Attorney's Office who has acknowledged that it has authority to procure these services outside of a competitive bid process.

KPMG's fees and expenses are not contingent upon the final results, nor does KPMG guarantee any result or resolution in the above-referenced matter.

Notwithstanding the Termination Terms of the Standard Terms and Conditions, Counsel may terminate this Engagement Letter at any time by providing written notice to KPMG. Upon notice



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Baker & McKenzie LLP

Attention: Justine Phillips, Partner

November 6, 2023

Page 5 of 8

of termination, KPMG will stop all work immediately. The County will be responsible for all fees and expenses incurred prior to our stopping work plus any fees related to the disposition of County's Data.

KPMG will present invoices to the County monthly, and the County's payments are due within 30 days of receipt. The County is solely responsible for the payment of KPMG's fees and expenses. The County's obligation to pay KPMG's invoices is not dependent on and shall not be delayed by County's receipt of any payment or reimbursement from any insurance carrier. The County's designee to electronically receive and approve KPMG's invoices is the person who signs the Engagement Letter unless communicated otherwise by the County or Counsel. Invoices will include a breakdown of the hours billed per professional on the engagement. KPMG reserves the right to halt further services until payment is received on past-due invoices. Accounts not paid in accordance with the payment terms applicable to this engagement are subject to a monthly late fee in the amount of 1.5% of the past-due invoices, not to exceed 18% annually or the maximum allowed by law, if a lesser percentage.

Our professional fees are also subject to an additional 3% charge to cover technology costs.

### **End of Engagement**

The engagement will end when KPMG has requested Counsel's permission to close the engagement; Counsel will either notify KPMG to keep the engagement open or confirm KPMG's request to close the engagement. If Counsel does not notify or confirm within 14 days, the engagement will be deemed ended.

Not later than thirty (30) calendar days after the engagement has ended, if the engagement is to be closed, Counsel shall direct KPMG to either (1) return if applicable original County physical devices provided and destroy all other County Data received relating to the engagement (the "Shutdown Option") or (2) export County Data relating to the engagement (at the Data Export rates set forth above) to portable media for delivery to the County or Counsel as agreed by the parties and, thirty (30) calendar days thereafter, destroy any remaining County Data relating to the engagement, in each case, subject to KPMG's established data retention policies (the "Export Option").

If Counsel does not respond to KPMG's request to close the engagement or does not elect an end-of-investigation disposition option, the Shutdown Option will be deemed to have been elected thirty (30) calendar days after KPMG delivered its request to close the engagement.

### **Other Matters**

KPMG's services as described in this Engagement Letter constitute an Advisory engagement under the AICPA Standards for Consulting Services. Such services are not an audit, examination, attestation, special report, or agreed-upon procedures engagement and will not result in the





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Baker & McKenzie LLP

Attention: Justine Phillips, Partner

November 6, 2023

Page 6 of 8

issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.

The scope of work contemplated herein does not require that KPMG make any legal interpretations or render any legal advice, and the parties hereby agree that performance of the services by KPMG under this engagement shall not include or be construed to include the provision by KPMG of legal advice or legal services. KPMG is prohibited from giving legal advice or performing legal services of any kind or nature, and all legal interpretations and rendering of legal advice shall be the County's responsibility. While KPMG personnel working on this project may, through experience or specialized training or both, be familiar with the general regulatory or operational environment in their capacity as consulting professionals, County will be solely responsible for making, procuring, and/or rendering all legal interpretations and legal advice.

When KPMG's assistance includes accessing publicly available information to perform background research on entities and/or individuals that may be requested by the County during the course of this engagement, KPMG will not independently verify the results of the public records research. As such, KPMG does not guarantee the accuracy or completeness of substantive information contained within the scope of the public records research.

KPMG may restrict the scope of work or withdraw from this engagement at any time if, in KPMG's sole judgment, the safety of its employees or their families is threatened.

### **Terms and Conditions**

The attached KPMG LLP Standard Terms and Conditions (government) for Advisory and Tax Services ("Standard Terms and Conditions") are made part of this Engagement Letter. For purposes of the Standard Terms and Conditions, the term "Client" shall mean Counsel and/or the County.

The following modifications to the Standard Terms and Conditions are made part of this Engagement Letter:

- Any obligation of "Client" (as such term is defined in the Standard Terms and Conditions) to indemnify KPMG under Paragraphs 8(a) and (b) of the Standard Terms and Conditions shall be deemed to refer to an obligation of the County, and not refer to an obligation of Counsel.
- To the extent that the term of this Engagement Letter exceeds one year, the terms "liability" and "fees paid or owing" in the first sentence of Paragraph 6 (Limitation on Damages) shall refer to "liability during any twelve (12) month period" and "fees paid during the same twelve (12) month period," respectively.

\* \* \* \* \*



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Attention: Justine Phillips, Partner  
November 6, 2023  
Page 7 of 8

Counsel and the County acknowledge their agreement with this Engagement Letter by signing a copy of this Engagement Letter and returning it to KPMG. KPMG appreciates the opportunity to work with Counsel and the County in this matter.

KPMG LLP

Jonathan P Fairtlough,  
Principal

Enclosures:

Attachment A – KPMG LLP Standard Terms and Conditions (Government) for Advisory and Tax Services

ACCEPTED:

**Baker & McKenzie LLP**

DocuSigned by:

0E63281E61C44A0...

Authorized Signature

Justine Phillips

Print Name

Partner

Title

11/06/2023

Date



PRIVILEGED & CONFIDENTIAL  
Baker & McKenzie LLP  
Attention: Justine Phillips, Partner  
November 6, 2023  
Page 8 of 8

ACCEPTED:

**Orange County District Attorney’s Office**

In consideration of the services KPMG will perform at Counsel’s request, by signing this letter, the County acknowledges and agrees that (i) any professional responsibility KPMG has to communicate information to the County as a client will be discharged by communicating such information to Counsel, and (ii) the County has received a copy of, read, understands and agrees to abide by the terms hereof, including the Standard Terms and Conditions attached hereto, including, without limitation, ultimate responsibility for payment of KPMG’s fees as described herein.

DocuSigned by:  
*Justine Phillips*  
0E63281E61C44A0...

DocuSigned by:  
*Ruben Aguilar*  
2886DFFB208C4A5...

Justine Phillips  
Print Name

Ruben Aguilar

Partner  
Title

Supervising Procurement Contract Specialist

11/06/2023  
Date

11/07/2023

**Attachment A:**

**KPMG LLP Standard Terms and Conditions (Government) for Advisory and Tax Services**



# Standard Terms and Conditions (Government) for Advisory and Tax Services

## 1. Definitions

- (a) "Advice" means any advice, recommendations, work product, Deliverables, or other information provided by KPMG in connection with the Services.
- (b) "Agreement" means the Engagement Letter and these Standard Terms and Conditions (Government) for Advisory and Tax Services and any exhibits, attachments, addenda, or appendices attached thereto.
- (c) "AICPA" means the American Institute of Certified Public Accountants.
- (d) "Client" or "you" (or derivatives thereof) means the engaging entity or entities, meaning the addressee(s) of the Engagement Letter.
- (e) "Client Materials" means any and all materials, facilities, network, hardware, systems, software, data, and other equipment and information, that in each case is owned by or licensed or leased to you including any third-party materials, to which we are provided access in connection with the Services.
- (f) "Condition" means any acts of God, wars, revolution, civil commotion, pandemic, epidemic, terrorism, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, malicious acts of third parties, or any other circumstances beyond the reasonable control of the non-performing party.
- (g) "Confidential Information" means all documents, reports, data, records, forms, and other materials that due to their character and nature a reasonable person under like circumstances would treat as confidential, received by one party (the "Receiving Party") relating to the provision or receipt of Services or otherwise in connection with the Agreement from, or on behalf of, the other party (the "Disclosing Party"); except to the extent such confidential information: (1) is already known to the Receiving Party at the time of disclosure by the Disclosing Party without an obligation of confidentiality; (2) is or becomes publicly known through no wrongful act of the Receiving Party; (3) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information; (4) is information provided by KPMG, as the Disclosing Party, to Client with respect to the tax treatment or tax structure of a transaction; or (5) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.
- (h) "Delayed Party" means the party delayed or unable to perform its obligations under this Agreement.
- (i) "Deliverables" means the items created or configured for delivery to Client that are specified as deliverables in the Engagement Letter.
- (j) "Engagement Letter" means the engagement letter to which these Standard Terms and Conditions (Government) for Advisory and Tax Services are attached.
- (k) "Enabling Tools" means KPMG proprietary and third-party software tools that KPMG makes available to facilitate KPMG's Services to you, such as project management or communications tools.
- (l) "Intellectual Property Rights" means patents, copyrights, trademarks, trade secrets, and similar proprietary rights.
- (m) "KPMG" or "we" (or derivatives thereof) means KPMG LLP, a Delaware registered limited liability partnership and the United States member firm of the international KPMG network of independent firms.
- (n) "KPMG Parties" means KPMG, Member Firms, and the legal entities comprising KPMG International and their respective partners, principals, employees, and agents.
- (o) "KPMG Property" means KPMG's or its licensors' inventions, technology, know-how, methodologies, works of authorship, and other materials created prior to, independently of or in the course of providing the Services, and all improvements, enhancements, and modifications thereto and derivative works thereof, including all Intellectual Property Rights appurtenant thereto, except that KPMG Property shall not include Client's Confidential Information.
- (p) "KPMG Resources" means KPMG, Member Firms, and third-party providers engaged by KPMG or a Member Firm, which may be located in or outside of the United States.
- (q) "Liabilities" means liabilities, losses, expenses (including reasonable attorneys' fees and expenses), fines, penalties, taxes, and other direct damages.
- (r) "Legal Demand" means a validly issued legal or regulatory demand or request, subpoena, or other legal process.
- (s) "Member Firms" means the members of the international KPMG network of independent firms and entities controlled by, or under common control with, one or more KPMG network member firms.
- (t) "Residual Knowledge" means any generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools, or techniques derived from or discovered during the provision of the Services performed under the Engagement Letter that does not contain Client's Confidential Information.
- (u) "Services" means the services KPMG shall perform as set forth in the Engagement Letter.



## Standard Terms and Conditions (Government) for Advisory and Tax Services

### 2. Our services and personnel.

- (a) Our Services will be performed in accordance with AICPA and other applicable professional standards.
- (b) Any work performed in connection with the engagement described in the Agreement before its execution shall be governed by the Agreement.

### 3. Our fees.

- (a) We will bill you for fees and reasonable expenses as agreed to in the Engagement Letter. You agree to pay our invoices within thirty (30) days after receipt. If Client does not pay any properly submitted invoice amount within thirty (30) days after receipt of such invoice, then KPMG may suspend or terminate the Services. Notwithstanding the preceding sentence, any invoiced amounts not paid by their applicable due date shall accrue a late fee of the lesser of (i) 1.5% per month or (ii) the highest rate allowable by applicable law, in each case compounded monthly to the extent allowable by law.
- (b) Where we are reimbursed for expenses, we will bill you for the amount we paid and we will not add any markup to the expense. After such expenses are incurred, we may receive rebates or incentive payments based on our aggregate purchases, which may include expenses reimbursed by you in addition to other clients. Such rebates are not credited back to you but are used to reduce our overhead.
- (c) The fees, expenses, and timelines set forth in the Engagement Letter may vary due to failure by Client to meet its obligations under the Engagement Letter or a change in assumptions, such as failure of third parties to cooperate. Our fees do not include any sales, use, excise, value added, income, or other taxes, tariffs, or duties applicable to your receipt of our Services, payment of which shall be your sole responsibility. KPMG shall be responsible for its net income or applicable employment taxes.

### 4. Use of our advice.

- (a) We may provide our Advice to you in draft form, but the final written Deliverable if provided supersedes any drafts provided earlier. Client agrees to review any draft Deliverables prepared by KPMG promptly and to advise KPMG on a timely basis of any comments Client may have. KPMG shall reasonably incorporate Client's comments into such Deliverable, however the content of the final Deliverable shall be determined by KPMG in the exercise of its professional judgment.
- (b) Deliverables bearing the "KPMG" name or logo may only be disclosed to a third party in its entirety and unmodified.

### 5. Termination.

Either party may terminate this Agreement at any time (i) by giving at least thirty (30) days' prior written notice to the other party, (ii) upon thirty (30) days written notice to the other party, in the event such other party breaches a term of this Agreement and such breach remains uncured at the end of such thirty (30) day period or (iii) upon written notice to the other party if laws, rules, regulations, or professional standards applicable to a party preclude it from continuing to perform or receive the Services thereunder. Upon termination of this Agreement, Client shall pay all fees and expenses that have been incurred in connection with the performance of the Services through the effective date of such termination. Any provisions of the Agreement that by their nature are intended to survive termination or expiration will survive and continue to bind the parties.

### 6. Limitation on damages.

Notwithstanding anything else in the Agreement to the contrary, the liability of KPMG on account of any Liabilities in any way arising out of or relating to the Agreement or the Services shall be limited to the amount of fees paid to KPMG. KPMG will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits, and opportunity costs). The provisions of this Paragraph 6 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation, tort (including but not limited to negligence), or otherwise and shall survive contract expiration or termination.

### 7. Ownership.

- (a) Subject to full payment to KPMG of fees owed for the applicable Services, KPMG (i) assigns to Client, all right, title and interest in and to the Deliverables except to the extent any KPMG Property is contained therein, and (ii) grants Client a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license to use such KPMG Property solely in connection with Client's internal use of the Deliverables.
- (b) Notwithstanding anything herein that may be construed to the contrary, Client agrees that nothing in this Agreement prevents KPMG from using Residual Knowledge.

### 8. Indemnification

- (a) KPMG shall indemnify, hold harmless, and defend the Client from and against any claims or Liabilities asserted by a third party against the Client to the extent such Liabilities result from the infringement by the Deliverables (including any KPMG Property contained therein) of such third party's Intellectual Property Rights except to the extent arising out of (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by KPMG or other than for Client's internal business purposes; (ii) any modification of the Deliverables; (iii) the combination or operation of the Deliverables with materials, networks, systems, or data not supplied or authorized in writing by KPMG in the Engagement Letter; or (iv) KPMG's compliance with any designs, specifications, or instructions provided by, or on behalf of, the Client. In case all or part of any Deliverable (including any KPMG Property contained therein) is held, or we believe is likely to be held, to constitute infringement, in addition to our obligations set forth in this Paragraph, we may at our option and expense either: (1) secure for you the right to continue to use such infringing item; or (2) replace such item with a substantially equivalent non-infringing item





## Standard Terms and Conditions (Government) for Advisory and Tax Services

or modify such item so that it becomes non-infringing. If we believe we are unable to perform any of these options, we shall refund you the amount paid to us for such item as long as you return such item to us and cease all use of the same. This Paragraph states our entire liability and the sole and exclusive remedy with respect to any infringement or claim of infringement covered by this Paragraph 8(a).

- (b) Client shall promptly notify KPMG of any claim for which the Client seek indemnification. KPMG shall conduct the defense or settlement of any such claim at KPMG's sole expense and the Client shall cooperate with KPMG. The Client shall have the right to participate in such defense or settlement at its own expense. The Client shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages for which KPMG has accepted responsibility.

### 9. Client's responsibilities.

- (a) You shall reasonably cooperate with us in the performance of the Services and provide us with, or procure for us, the personnel, facilities, systems, software, equipment, and information reasonably necessary for us to perform the Services as well as fulfill any obligations set forth in the Engagement Letter. If you do not provide us with the foregoing, you acknowledge that our ability to provide the Services may be adversely affected. Client represents that it has all rights, licenses, consents, and permissions necessary for KPMG to receive and use the Client Materials to perform the Services and provide the Deliverables.
- (b) We rely on the materials, information, and assumptions you provide to us to render our Advice. We will not independently investigate or verify the accuracy or completeness of the same. If such materials, information, or assumptions are inaccurate or incomplete, our Services or Advice could be materially affected.

### 10. Use of KPMG Resources and Enabling Tools.

- (a) KPMG may engage KPMG Resources to assist in the performance of the Services. KPMG remains responsible to Client for the performance of such Services and adherence to obligations of confidentiality by any KPMG Resources to the same extent KPMG is obligated under the terms of this Agreement. With the understanding that KPMG will remain responsible to Client for the KPMG Resources, Client acknowledges and agrees that the Contractor Resources will not be subject to any flow-down terms set forth in the Agreement.
- (b) In addition, Client acknowledges and agrees that third party service providers of KPMG ("Vendors") may have access to Confidential Information from offshore locations, and that the KPMG uses Vendors within and outside of the United State to provide at KPMG's direction administrative or clerical services to KPMG. These Vendors may in the performance of such services have access to Client's Confidential Information. KPMG represents to Client that with respect to each Vendor KPMG has technical, legal and/or other safeguards, measures, and controls in place to protect Confidential Information of Client from unauthorized disclosure or use.
- (c) KPMG may, with the assistance of KPMG Resources, use information obtained during engagements (i) to analyze trends, perform comparative analysis, and develop and improve benchmarks; (ii) to develop and improve technology and services; and (iii) to improve other services to Client and to provide insights to Client about its business. Such information will not be disclosed to third parties other than KPMG Resources assisting KPMG with these uses unless such information is in an aggregated or anonymized format that does not identify Client.
- (d) KPMG's audit technologies, software productivity tools, and certain technology infrastructure and, necessarily, Client's Confidential Information, may be hosted in cloud environments operated by KPMG Resources, notwithstanding other requirements of the Engagement Letter. In addition, KPMG may license certain proprietary and third-party Enabling Tools for use by Client to facilitate the Services. All other use is prohibited. Client may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (unless authorized by KPMG in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) the Enabling Tools. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and Client access to the Deliverables and other documents will be removed from the Enabling Tools within a reasonable period of time following the conclusion of the engagement to which they relate. Client shall download such Deliverables and documents for its records. Client acknowledges that use of Enabling Tools may be used notwithstanding other requirements of this Agreement and may be subject to additional terms specified in an engagement letter or other agreement. Enabling Tools are provided on an "as is," "as available" basis.

### 11. Confidentiality.

- (a) The Receiving Party shall hold the Disclosing Party's Confidential Information in confidence and not disclose the Disclosing Party's Confidential Information to any unauthorized third party without the Disclosing Party's prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is (i) required or necessary to be disclosed pursuant to law, rule or regulation or, subject to appropriate conditions of confidentiality, to fulfill professional obligations and standards (including quality and peer review) or to submit and process insurance claims; (ii) to KPMG Resources performing the applicable Services, or (iii) in the case of the KPMG Parties, to the KPMG Resources providing internal, administrative, clerical, analytical and/or regulatory compliance operations and functions, and information technology support. The Receiving Party shall protect the Disclosing Party's Confidential Information as it protects its own confidential information but in no event shall use less than reasonable care.
- (b) Upon request after completion of the Services, the Receiving Party will deliver to the Disclosing Party or destroy all of the Disclosing Party's Confidential Information and all copies thereof, except for copies retained in work paper files or records (i.e.,



## Standard Terms and Conditions (Government) for Advisory and Tax Services

engagement documentation), or anything that may be stored in back up media or other electronic data storage systems, latent data, and metadata.

- (c) If the Receiving Party receives a Legal Demand requiring it to disclose the Disclosing Party's Confidential Information, the Receiving Party shall, unless prohibited by law or such Legal Demand, provide prompt written notice to the Disclosing Party of such Legal Demand in order to permit it to seek a protective order. The Receiving Party shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter.
- (d) In a proceeding or investigation to which we are not a named party or respondent, if you request or we are required or authorized to produce documents or personnel as witnesses or for interviews, or otherwise to make information or materials relating to the Services available to you or a third party, you shall reimburse us for our time, at our standard hourly rates, and expenses, including reasonable attorneys' fees, incurred in responding to such request or requirement.

### 12. Reserved

### 13. Assignment, waiver, and severability.

- (a) Subject to Paragraph 10, neither party may assign, transfer or delegate any of its rights, obligations, claims, or proceeds from claims arising under or relating to this Agreement (including by operation of law, in which case the assigning party will, to the extent legally permissible, give as much advance written notice as is reasonably practicable thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed. Any assignment, transfer or delegation in violation hereof shall be null and void.
- (b) Failure of a party to exercise or enforce any of its rights hereunder is not a waiver of such rights.
- (c) In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of that provision is modified to the extent reasonably necessary to reflect the intent of the parties and this Agreement shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

### 14. Governing law.

The Agreement and all disputes and claims between the parties (whether based in contract, tort, statute, rule, regulation or otherwise and whether pending in court or in an arbitral forum) shall be governed by and construed in accordance with the substantive and procedural laws of (a) if Client is a non-governmental entity, the State of New York, including without limitation its statutes of limitations, without regard to the conflict of laws provisions of New York or any other state or jurisdiction or (b) if Client is a sovereign (i.e., governmental) entity, the jurisdiction in which the governmental entity is located.

### 15. Alternative dispute resolution.

- (a) Any dispute or claim between the parties arising out of or relating to the Agreement and/or the Services shall first be submitted first to non-binding mediation as a prerequisite to litigation. Mediation shall take place at a location to be designated by the parties using the Mediation Procedures of the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator).
- (b) If after good faith efforts mediation is not successful within 90 days after the initial request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them.
- (c) Either party may seek to enforce any written agreement reached by the parties during mediation, in any court of competent jurisdiction, provided that such party will file such motion under seal unless prohibited under applicable court rules. Nothing herein shall preclude KPMG from filing a timely formal claim in accordance with applicable state law provided, however, that KPMG shall, if permitted, seek a stay of said claim during the pendency of any mediation.
- (d) Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

### 16. Miscellaneous

- (a) Independent Contractor. KPMG's relationship with Client is that of an independent contractor and neither party is an agent, distributor, or representative of the other. Unless otherwise agreed to by the parties in writing, neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
- (b) Use of Names and Logos. We may reference you as a customer in our marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory and/or Tax client of KPMG LLP."). In addition, you give us the right to use your logo for internal KPMG presentations and intranet sites. Except as permitted herein, neither party shall acquire any right to use the name or logo of the other party or any part thereof unless required by law.
- (c) Export Control. Each party acknowledges and agrees that it shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Engagement Letter. Client shall not provide KPMG with, or grant KPMG access to, (i) information (including technical data or technology), verbally, electronically, or in hardcopy, (ii) software or (iii) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Control Reform Act of 2018, the International Traffic in Arms Regulations, the Export Administration Regulations, the Department of Energy Part 810 Regulations, or the Nuclear Regulatory Commission Part 110





## Standard Terms and Conditions (Government) for Advisory and Tax Services

Regulations, except information, software, or hardware that is classified as EAR99 under the Export Administration Regulations.

- (d) **Non-Solicitation.** During the term of the Agreement and for one year thereafter, neither party shall solicit or hire as an employee, consultant, or otherwise any of the other party's personnel who have had direct involvement with the Services, without such other party's express written consent. This prohibition shall not apply to any offers of employment that result from a general solicitation for employment, including without limitation, through the internet, newspapers, magazines, and radio.
- (e) **Force Majeure.** Except for the obligation of a party to make payments required hereunder, neither party shall be responsible for any delay or failure in performance of any part of this Agreement or the Services to the extent that such delay or failure is caused by reason of a Condition. The Delayed Party shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Delayed Party shall use commercially reasonable efforts to avoid or remove such Condition, and both parties shall proceed promptly with the performance of their obligations under this Agreement whenever such Condition is removed or ceases. If the Condition continues for more than ninety (90) days, then the party affected may terminate this Agreement upon written notice to the Delayed Party.
- (f) **Personnel.** KPMG is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the Services KPMG is providing, non-CPA holders may provide the Services under the Agreement.
- (g) **Disclaimer.** Except as expressly stated in this Agreement, KPMG expressly disclaims and makes no warranties of any kind or nature with respect to the Services or Deliverables, express or implied, including warranties of merchantability, fitness for a particular purpose or use, or non-infringement.
- (h) **Order of Precedence.** In the event of a conflict between the provisions of these Standard Terms and Conditions (Government) for Advisory and Tax Services and the specific provisions in the Engagement Letter, the terms of these Standard Terms and Conditions (Government) for Advisory and Tax Services shall control except to the extent the Engagement Letter expressly references the provisions of these Standard Terms and Conditions (Government) for Advisory and Tax Services which they modify.

### 17. Additional terms for engagements involving tax services.

This Section 17 shall apply only to KPMG's performance of tax Services.

- (a) Notwithstanding anything to the contrary set forth herein, no provision in this Agreement is or is intended to be construed as a condition of confidentiality within the scope of the Internal Revenue Code of 1986 (the "IRC") section 6011 as implemented through Treasury Regulation 1.6011-4(b)(3)(i) (without regard to references to payment or receipt of a minimum fee) or under any similar or analogous provisions of the laws of a state or other jurisdiction. In particular, Client, its directors, officers, employees and agents may disclose to any and all persons, without limitation of any kind, tax information KPMG provides to Client, including all materials such as tax opinions, memoranda, or other written tax advice that describes or otherwise relates to, either or both of the tax treatment and tax structure of any transaction on which KPMG's services are provided. Client will use commercially reasonable efforts to inform KPMG of any conditions of confidentiality imposed by third party advisors with respect to any transaction on which KPMG's services are requested. Such notification must occur prior to KPMG providing any advice with respect to the transaction.
- (b) Client expressly permits KPMG and any relevant KPMG Resource involved in provision of Services hereunder to make disclosures required pursuant to IRC sections 6011, 6111, and 6112 and/or similar or analogous requirements of any state or other jurisdiction (domestic or foreign). Client will use commercially reasonable efforts to inform KPMG if Client is required to disclose any transaction covered by the Engagement Letter as a reportable transaction to the Internal Revenue Service ("IRS") or to any state or other jurisdiction (domestic or foreign) adopting similar or analogous provisions to IRC section 6011. KPMG will use commercially reasonable efforts to inform Client if KPMG provides Client's identifying information to the IRS under IRC section 6111 or 6112, or to any state tax authority or other jurisdiction (domestic or foreign) adopting similar or analogous provisions thereto.
- (c) Unless expressly provided for in the Engagement Letter, KPMG's Services do not include representing Client in the event of a challenge by the IRS or other tax or revenue authorities.
- (d) In rendering tax advice, KPMG may consider, for example, the applicable provisions of the IRC and the Employee Retirement Income Security Act of 1974, each as amended, and the relevant state, local and foreign statutes, the regulations thereunder, income tax treaties, and judicial and administrative interpretations, thereof. These authorities are subject to change, retroactively or prospectively, and any such changes could affect the validity of KPMG's advice.

### 18. Reserved.

### 19. Entire agreement; Amendment.

This Agreement constitutes the final, complete, and exclusive agreement between the parties with respect to the subject matter of the foregoing and supersedes all other previous and contemporaneous oral and written agreements relating to that subject matter. Any amendments to the Agreement must be made in writing and executed by both parties.

## Contract Summary Form

OC Expediter Requisition #: N/A

**KPMG LLP**

### SUMMARY OF SIGNIFICANT CHANGES

1. New Contract – No changes to specify.

### SUBCONTRACTORS

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

### CONTRACT OPERATING EXPENSES

#### PAYMENT/COMPENSATION

1. **Compensation:** This is a firm-fixed fee Emergency Contract between the County and Contractor for Forensic Electronic Response Related to Cyber Incident as set forth per Emergency Contract MA-026-24010657.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Contract Terms and Conditions. County's maximum obligation shall not exceed \$250,000.00 for this Contract term.**



RECEIVED

2024 JAN 25 PM 4:34

CLERK OF THE BOARD  
COUNTY OF ORANGE  
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](mailto:leon.page@coco.ocgov.com)

LEON J. PAGE  
COUNTY COUNSEL

Agenda Item No. SCS-3  
February 6, 2024

MEMORANDUM

January 25, 2024

TO: Robin Stieler, Clerk of the Board of Supervisors  
FROM: Leon J. Page, County Counsel  
SUBJECT: Request for Closed Session

I am requesting a closed session on Tuesday, February 6, 2024, 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: *Maria Rienzo v. County of Orange, et al.*,  
Orange County Superior Court Case No. 30-2021-01210471.

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:vl

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



LEON J. PAGE  
COUNTY COUNSEL

RECEIVED

2024 JAN 25 PM 4:34

CLERK OF THE BOARD  
COUNTY OF ORANGE  
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](mailto:leon.page@coco.ocgov.com)

Agenda Item No. SCS- 4  
February 6, 2024

**M E M O R A N D U M**

January 25, 2024

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, February 6, 2024, 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: *James Hoffman v. County of Orange*,  
WCAB Case: ADJ23536217; ADJ13536216.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

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



# County of Orange

---

January 29, 2024

To: Clerk of the Board of Supervisors

From:

KC Roestenberg, Chief Information Officer

Concur:

Digitally signed by Frank Kim  
DN: cn=Frank Kim, o=County of  
Orange, ou=CEO,  
email=frank.kim@ocgov.com,  
c=US  
Date: 2024.01.29 14:31:40 -08'00'

Frank Kim, County Executive Officer

Subject: Supplemental Request for a Closed Session for February 6, 2024

RECEIVED  
2024 JAN 29 PM 3:19  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS  
SCS5

As authorized by Government Code Section 54957(a), I am requesting a closed session on Tuesday, February 6, 2024, to discuss with the Board of Supervisors threats to the security of essential public services, including the County's informational technology infrastructure.

Accordingly, please prepare the agenda item to read:

**"THREAT TO PUBLIC SERVICES OR FACILITIES**

**Consultation with KC Roestenberg, Chief Information Officer – Pursuant to  
Government Code section 54957(a)"**

RECOMMENDED ACTION: Conduct Closed Session

Thank you.

Cc: Board of Supervisors  
Frank Kim, County Executive Officer  
Leon Page, County Counsel





LEON J. PAGE  
COUNTY COUNSEL

RECEIVED

2024 JAN 30 AM 11:00

CLERK OF THE BOARD  
COUNTY OF ORANGE  
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](mailto:leon.page@coco.ocgov.com)

Agenda Item No. SCS- 6  
February 6, 2024

MEMORANDUM

January 30, 2024

TO: Robin Stieler, Clerk of the Board of Supervisors  
FROM: Leon J. Page, County Counsel  
SUBJECT: Request for Closed Session

I am requesting a closed session on Tuesday, February 6, 2024, 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: *Sara DeSmet v. County of Orange*,  
Orange County Superior Court Case No. 30-2021-01223665.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

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



LEON J. PAGE  
COUNTY COUNSEL

RECEIVED

2024 JAN 31 AM 10:02

CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL  
COUNTY OF ORANGE

400 West Civic Center Drive, Suite 202  
Santa Ana, California 92701  
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Agenda Item No. SCS- 7  
February 6, 2024

**M E M O R A N D U M**

January 31, 2024

TO: Robin Stieler, Clerk of the Board of Supervisors  
FROM: Leon J. Page, County Counsel  
SUBJECT: Request for Closed Session

I am requesting a closed session on Tuesday, February 6, 2024, 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: *Danielle Incontro v. County of Orange, et. al.*,  
Orange County Superior Court Case No. 30-2022-01252734.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

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



LEON J. PAGE  
COUNTY COUNSEL

RECEIVED

2024 JAN 31 PM 3:06

CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL  
COUNTY OF ORANGE

400 West Civic Center Drive, Suite 202  
Santa Ana, California 92701  
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Agenda Item No. SCS- 8  
February 6, 2024

MEMORANDUM

January 31, 2024

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, February 6, 2024, 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: *Jerome Larson v. County of Orange*,  
WCAB Case: ADJ9903918; ADJ7108139; ADJ1272936;  
ADJ3694019.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

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