

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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

August 9, 2016

CONSENT

9. Continued to 9/13/16, 9:30 A.M.
12. Revised Title to read:
Social Services Agency - Acting as the Board of Supervisors and OC In-Home Supportive Services Public Authority - Approve ~~Memorandum of Employment~~ Agreement with Luz Napoles Loreto as Executive Director of Orange County In-Home Supportive Services Public Authority, ~~8/5/16 - 8/4/17~~ 8/9/16 - 8/8/20 (annual base salary \$106,392 (\$51.15 x 2080 hours) with a total compensation (including benefits) \$142,000); and authorize Director or designee to execute ~~Memorandum of Employment~~ Agreement and approve discretionary salary/equity increases in accordance with the Administrative Manager Salary Schedule - All Districts (Continued from 7/26/16, Item 15)

DISCUSSION

18. Revised Title to read:
District Attorney - Approve agreement MA-026-17010077 with Larson O'Brien LLP for professional legal services, 8/10/16 - ~~7/9/18~~ 8/9/18 (\$150,000 per year; total \$300,000); and authorize Purchasing Agent or authorized Deputy to execute agreement - All Districts
20. Deleted
24. Revised Title to read:
OC Public Works - Approve agreement MA-080-16012204 with S. Groner Associates, Inc. for Storm Water Education and Outreach Campaign services, 8/9/16 - ~~8/8/21~~ 8/8/19 (~~\$2,500,000~~) (\$1,500,000) with option to renew for two additional years; and authorize Purchasing Agent or authorized Deputy to execute agreement - All Districts
29. Revised Title to read:
County Executive Office - Approve *retroactive* grant applications/awards submitted by *Health Care Agency and OC Community Resources* in 8/9/16 grant report and other actions as recommended -All Districts
31. Revised Title to read:
Human Resource Services - Approve revisions to existing classification specifications, adopt new classification specifications, update or establish pay grades and set recruiting steps for psychologist, physician, environmental health specialist, hazardous materials specialist and nurse classifications assigned to the Health Care Agency; and approve and adopt Side Letter Agreements with Orange County Employees Association, *effective 8/19/16* - All Districts

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.

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

Items: 12, 18, 24, 29 and 31

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

- S31A. **Supervisor Spitzer** - Adopt County policy prohibiting double-dipping on taxpayer-funded car allowances by members of the Board of Supervisors by adding Section 15 to Article XXIV of Part 4 of the 2003 County of Orange Personnel and Salary Resolution and by adding Chapter IX to the Board of Supervisors Rules of Procedure
- S31B. **Supervisor Spitzer** - Adopt County policy prohibiting double-dipping by staff of the members of the Board of Supervisors by adding Subpart D to Section 2 of Article XXIV of Part 4 of the 2003 County of Orange Personnel and Salary Resolution and by adding Rule 50 to the Board of Supervisors Rules of Procedure
- S31C. **Vice Chair Steel** - Adopt resolution approving consolidation of the advisory election called by Mesa Water District with the November 8, 2016 General Election in both its jurisdiction, outside of its jurisdiction and within service areas of Costa Mesa Sanitary District regarding a ballot proposal that affects the residents of both districts, pursuant with Election Code Section 960
- SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Pursuant to Government Code Section 54956.9(d)(2):
Number of Cases: One Case
- SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: County of Orange v. Tata Consultancy Services Ltd., et al., United States District Court Case No. SACV13-683 JST (JCx)
- SCS5. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Gavin Kirk, et al. v. County of Orange, et al., Orange County Superior Court Case No. 30-2010-00423097; Reese Schultz, et al. v. Varco International, et al., Orange County Superior Court Case No. 30-2013-00629446
- SCS6. **County Executive Office** - CONFERENCE WITH REAL PROPERTY NEGOTIATOR - Pursuant to Government Code Section 54956.8:
Property Location: John Wayne Airport
County Negotiator: Scott D. Mayer, Chief Real Estate Officer
Negotiating Party: Signature Combs, Inc.
Newport FBO Two, LLC dba Atlantic Aviation
Under Negotiation: Terms and Value of Future Lease

REVISIONS AND SUPPLEMENTALS TO AUGUST 9, 2016 AGENDA - PAGE 2 OF 2



Continuation or Deletion Request

Date: August 5, 2016
To: Clerk of the Board of Supervisors
From: *f* Shane L. Silsby, Director, OC Public Works *Shane L. Silsby*
Re: ASR Control #: 16-000704, Meeting Date 8/9/16 Agenda Item No. # 9
Subject: **Approve Utility License Agreement Template and Authority**

Request to continue Agenda Item No. # 9 to the 9/13/16 Board Meeting.

Comments: OC Public Works would like to continue the ASR to the September 13, 2016 Board meeting in order to hold additional discussions with the utility companies.

Request deletion of Agenda Item No. # _____

Comments:



Revision to ASR and/or Attachments

2016 AUG -2 PM 3:30

ORANGE COUNTY
BOARD OF SUPERVISORS

Date: August 2, 2016
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Mike Ryan, Director, Social Services Agency
Re: ASR Control #: 16-000816, Meeting Date 08/09/16 Agenda Item No. # 12
Subject: Agreement for In-Home Supportive Services Public Authority Executive Director

Explanation: County Counsel requested this item be continued from the July 26, 2016 agenda in order to include additional details in the agreement related to employee benefits. During the revision process, County Counsel revised the agreement to be reflective of other employment agreements that have gone before the Board of Supervisors for approval. SSA has amended the first recommended action to reflect a revised term date increasing the term of the agreement from one to four years and added a recommended action related to salary/equity increases. Additionally, minor changes were made to the Recommended Action, Background Information, and Attachment A to reflect the change of the agreement name from "Memorandum of Agreement" to "Employment Agreement."

Revised Recommended Action(s)

Acting as the governing body of the Orange County In-Home Supportive Services Public Authority:

1. Authorize the Social Services Agency Director, or designee, to execute Employment Agreement with Luz Napoles Loreto for an annual base salary amount of \$106,392.00 (\$51.15 x 2080 hours) with a total compensation (including benefits) at \$142,000.00 annually as the Executive Director of the Orange County In-Home Supportive Services Public Authority for the period of August 9, 2016, through August 8, 2020.
2. Delegate authority to the Social Services Agency Director, or designee, to approve discretionary salary/equity increases in accordance with the Administrative Manager Salary Schedule.

Make modifications to the:

- Subject Background Information Summary

August 2, 2016

Paragraph 1: The Social Services Agency (SSA) is requesting your Board's approval of the ~~Memorandum of Employment~~ Agreement with Luz Napoles Loreto as the Executive Director of the Orange County In-Home Supportive Services (IHSS) Public Authority (Authority) with an annual salary of \$106,392.

Paragraph 3: With the assistance of the CEO Human Resource Services, SSA conducted a statewide recruitment to fill the vacant Executive Director position. A total of 25 applications were received during the five week recruitment period. After a competitive recruitment which included an application rating process followed by interviews of the top three candidates, the SSA Director selected Luz Napoles Loreto to serve as the Authority's Executive Director. Ms. Napoles Loreto's appointment is subject to your Board's approval of the proposed ~~Memorandum of Employment~~ Agreement. The proposed salary was determined based on a review of compensation for Orange County managers and Executive Directors for other IHSS Public Authorities. Subsequent ~~Memorandum of Employment~~ Agreements for the Executive Director will be brought to the Board for approval. ~~in conjunction with the IHSS Public Authority Interagency Agreement.~~

Revised Attachments (attach copy of revised attachment(s))

Revised Attachment A – Employment Agreement

**EMPLOYMENT AGREEMENT
FOR
EXECUTIVE DIRECTOR OF THE ORANGE COUNTY
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY**

This Employment Agreement for the Executive Director of the Orange County In-Home Supportive Services Public Authority ("AGREEMENT") is made by and between the In-Home Supportive Services Public Authority ("AUTHORITY") and Ms. Luz Napoles Loreto (hereinafter "NAPOLES LORETO").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

As the governing body of the AUTHORITY pursuant to Section 1-7-4 of the Codified Ordinances of the County of Orange, the Orange County Board of Supervisors ("BOARD") ratifies the decision of Michael F. Ryan, Director of the Orange County Social Services Agency ("SSA DIRECTOR"), appointing NAPOLES LORETO to the position of Executive Director of the AUTHORITY, and agrees to employ NAPOLES LORETO as an employee of the AUTHORITY on the terms and conditions specified herein.

By signing below, NAPOLES LORETO confirms her acceptance of her appointment to the position of Executive Director of the AUTHORITY and agrees to serve as an employee of the AUTHORITY and as an agent of the BOARD, under the terms and conditions set forth in this AGREEMENT. In accordance with Section 1-7-8 of the Codified Ordinances of the County of Orange, NAPOLES LORETO understands and agrees that she shall not be considered to be an employee of the County of Orange for any purpose.

2. TERM

This AGREEMENT is for a four-year term commencing on August 9, 2016, and terminating on August 8, 2020, unless extended by mutual agreement of the parties, in accordance with Section 10, below.

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

NAPOLES LORETO shall perform the duties of Executive Director of the AUTHORITY and any other duties as may be prescribed by law. Specific duties and responsibilities of the Executive Director include, but are not limited, to the following:

- (1) The hiring and supervision of AUTHORITY staff and ensure the appropriate orientation, training, and development of AUTHORITY personnel through regular reviews and evaluation of performance;
- (2) Ensuring that all AUTHORITY staff enjoy a working environment free of unlawful harassment, discrimination, and retaliation, and shall ensure that

- allegations of harassment, discrimination, and retaliation are promptly and thoroughly investigated and addressed;
- (3) In cooperation with the In-Home Supportive Services (IHSS) Advisory Committee, developing overall policy goals, objectives and operating procedures for the delivery of services;
 - (4) Establishing priorities and developing strategies to achieve program objectives;
 - (5) Determining funding needs and options;
 - (6) Overseeing budget preparation and assuring effective monitoring of fiscal performance;
 - (7) Providing administrative support and serving as the principal staff member to the IHSS Advisory Committee;
 - (8) Participating in labor negotiations and administering labor contracts;
 - (9) Reporting on proposed Federal and State legislation, as such legislation may impact the on-going operations of the AUTHORITY;
 - (10) Representing the AUTHORITY and explaining and interpreting policies, procedures, legislation and regulations for legislative bodies, boards, commissions and other groups;
 - (11) Representing the AUTHORITY on the Statewide Public Authority Council;
 - (12) Monitoring AUTHORITY compliance with the requirements of the Interagency Agreement with the County of Orange;
 - (13) Assisting with the preparation of the AUTHORITY rate application and documentation materials;
 - (14) Ensuring compliance with all relevant County, State and Federal laws, policies, regulations and agreements; and
 - (15) Developing and maintaining a registry for IHSS service providers and other duties, as required for the efficient operation of the AUTHORITY.

As the Executive Director of the AUTHORITY, NAPOLES LORETO shall at all times perform these duties and responsibilities in a professional manner that is satisfactory to both the BOARD and the SSA Director.

4. COMPLIANCE WITH THE LAW

NAPOLES LORETO, during the term of this AGREEMENT, shall comply with all laws and regulations, and all Codified Ordinances of the County of Orange. By signing this AGREEMENT, NAPOLES LORETO acknowledges that, as the Executive Director of the AUTHORITY, she shall be a "designated employee" required to file a Statement of Economic Interests (FPPC Form 700).

5. PERFORMANCE EVALUATION

The SSA DIRECTOR shall evaluate the performance of NAPOLES LORETO both formally and informally on an ongoing basis. At least annually, however, the SSA Director will formally evaluate the performance of NAPOLES LORETO as the Executive Director of the

AUTHORITY. However, a failure to complete this formal evaluation will not affect any other provision of this AGREEMENT.

6. COMPENSATION, BENEFITS, AND ANNUAL LEAVE

For services rendered to the AUTHORITY as Executive Director, NAPOLES LORETO shall be compensated on a salary basis in the annual amount of \$106,392. In addition, the SSA DIRECTOR may within a twelve-month period grant one discretionary salary/equity increase, based on consideration of such factors as performance, external market data, and internal salary relationships, provided that the salary paid to NAPOLES LORETO does not exceed the advertised maximum for an Administrative Manager II employee at the County of Orange. As the position of AUTHORITY Executive Director is an overtime-exempt executive position, NAPOLES LORETO shall not be entitled to overtime pay under either the Fair Labor Standards Act or California law.

Subject to the written approval of the SSA DIRECTOR, NAPOLES LORETO shall be entitled to receive paid time off (PTO), health and dental insurance coverage, and life insurance, and shall also be entitled to participate in an optional benefit program similar to that provided to County of Orange executive management employees. NAPOLES LORETO shall be a member of the Orange County Employees Retirement System, participating in Plan B (Tier 2 - 1.67% @ 57.5), and shall pay the full employee share of any required retirement contributions.

7. RESIGNATION/TERMINATION

NAPOLES LORETO shall serve as Executive Director of the AUTHORITY at the sole pleasure of both the SSA DIRECTOR and the BOARD. This AGREEMENT may be terminated "at will" by NAPOLES LORETO, the BOARD, or the SSA Director, at any time and without notice. Upon termination of this AGREEMENT, the authority of NAPOLES LORETO to serve as the Executive Director of the AUTHORITY shall immediately terminate and revert to the BOARD.

As a condition of her employment, NAPOLES LORETO knowingly, willingly, and voluntarily gives up, waives, and disclaims any and all rights she may have, express or implied, to any notice and/or hearing either before or after termination of this AGREEMENT, and to any continued employment with the AUTHORITY after termination of this AGREEMENT.

In the event the BOARD or the SSA DIRECTOR decide to terminate this AGREEMENT, NAPOLES LORETO shall receive from the AUTHORITY a lump sum severance payment, equal to three (3) months of salary, payable as wages, less any applicable taxes and deductions. However, this AGREEMENT shall terminate automatically, without further action of either the BOARD or the SSA DIRECTOR, and NAPOLES LORETO shall not be entitled to this or any other severance package from the AUTHORITY, if (1) NAPOLES LORETO voluntarily resigns her employment; (2) NAPOLES LORETO elects to apply for a pension or similar defined-benefit retirement from any public pension system; or (3) the BOARD or the SSA DIRECTOR terminates this AGREEMENT for "good cause" under the legal standard set forth in *Cotran v. Rollins Hudig Hall International, Inc.*, 17 Cal. 4th 93 (1998).

8. ARBITRATION

Any controversy or claim arising out of, or relating to, this AGREEMENT, NAPOLES LORETO'S employment with the AUTHORITY, or the termination of NAPOLES LORETO'S employment relationship with the AUTHORITY, shall be adjudicated in binding arbitration administered in full compliance with the requirements of California law by the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9. MERGER

This AGREEMENT is intended as the final expression of the agreement between the AUTHORITY and NAPOLES LORETO. The AUTHORITY and NAPOLES LORETO acknowledge and agree that no representations, inducements, promises and/or agreements, oral or written, have been made by any party or any person acting on behalf of any party, which are not embodied herein. The AUTHORITY and NAPOLES LORETO also agree that no other agreement, statement, or promise beyond the terms and conditions expressly stated in this AGREEMENT are binding.

10. MODIFICATION

This AGREEMENT, including its term, may be modified by mutual agreement of NAPOLES LORETO and the BOARD. Except for discretionary salary/equity increases authorized under Section 6, no waiver or modification of this AGREEMENT shall be valid unless in writing and approved by the BOARD.

11. ACKNOWLEDGEMENT AND CONSENT

By signing below, NAPOLES LORETO and Michael F. Ryan, Orange County Social Services Agency Director, authorized by action of the BOARD to sign this AGREEMENT, acknowledge that they each have read and fully understand the terms and conditions of this AGREEMENT, and that they consent and agree to each and every term and condition contained herein.



Luz Napoles Loreto

8/2/16

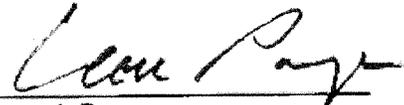
Date

ON BEHALF OF THE ORANGE COUNTY BOARD OF SUPERVISORS:

Michael F. Ryan, Director
Orange County Social Services Director

Date

Approved as to form:

By: 

Leon J. Page
County Counsel



Revision to ASR and/or Attachments

6 AUG -3 PM 3:19
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: August 2, 2016
To: Clerk of the Board of Supervisors
CC: County Executive Office *[Signature]*
From: Jenny Qian, Director of Administrative Services, District Attorney *[Signature]*
Re: ASR Control #: 16-000892, Meeting Date 8/9/16 Agenda Item No. # 18
Subject: Contract with Larson O'Brien LLP for Professional Legal Services

Explanation: The contract end date needs to be corrected to August 9, 2018.

Revised Recommended Action(s)

Authorize the Purchasing Agent, or authorized Deputy, to issue and execute a contract with Larson O'Brien LLP to provide professional legal services to the District Attorney, effective August 10, 2016, through ~~July 9, 2018~~, August 9, 2018, in an amount not to exceed \$150,000 per year, for an aggregate amount not to exceed \$300,000.

Make modifications to the:
 Subject Background Information Summary

Revised Attachments (attach copy of revised attachment(s))



Continuation – Deletion Memo

2016 AUG -5 PM 1:30

ORANGE COUNTY
BOARD OF SUPERVISORS

Date: August 5, 2016

To: Clerk of the Board of Supervisors

CC: County Executive Office

From: Barry A. Rondinella, Airport Director, John Wayne Airport *BAR*

ASR Control #: 16-000877 **Agenda Item #** 20 for the 08/09/16 Board Meeting

Subject: Amendments to Signature Combs, Inc. and Newport FBO Two, LLC Leases

Request to continue Agenda Item(s) _____ to the _____ Board Meeting.

Comments:

Request deletion of Agenda Item(s) #20

Comments:



Revision to ASR and/or Attachments

2016 AUG -11 AM 9:53
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE
CALIFORNIA

Date: August 2, 2016
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Shane L. Silsby, Director, OC Public Works
Re: ASR Control #: 16-000797, Meeting Date 08/09/2016 Agenda Item No. #
24
Subject: Approve Contract for Storm Water Education and Outreach Campaign Services

Explanation: Revise Recommended Action, Attachment A and Attachment C to update the Contract term to three years, with the option to renew for two additional years as well as update the cost information.

Update Annual Cost to be:

FY 2017-18 \$500,000

FY 2018-19 \$500,000

FY 2019-20 \$500,00036,986

~~FY 2020-21 \$500,000~~

~~FY 2021-22 \$36,986~~

Revised Recommended Action(s)

Authorize the County Purchasing Agent or authorized Deputy to execute a Contract with S. Groner Associates, Inc. for Storm Water Education and Outreach Campaign Services effective August 9, 2016, through August 8, 2021, in an amount not-to-exceed \$21,500,000, with the option to renew for two additional years, upon Board of Supervisors approval.

August 3, 2016

- Make modifications to the:
- Subject Background Information Summary

OC Public Works is requesting authorization to execute Contract MA-080-16012204 (Contract) with SGA for Storm Water Education and Outreach Campaign Services in an amount not-to-exceed \$21,500,000.

- Revised Attachments (attach copy of revised attachment(s))

Please replace Attachment A and Attachment C with the attached documents.

CONTRACT MA-080-16012204
FOR
STORM WATER EDUCATION AND
OUTREACH SERVICES CAMPAIGN SERVICES

THIS Contract, MA-080-16012204 for Storm Water Education and Outreach Campaign Services, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and S. Groner Associates, Inc, with a place of business located at 100 West Broadway, Suite 290, Long Beach California (hereinafter referred to as "Contractor") with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, County and Contractor are entering into this Contract for Storm Water Education and Outreach Campaign Services under a Usage Contract; and,

WHEREAS, County solicited Parts Consignment for Storm Water Education and Outreach Campaign Services as set forth herein, and Contractor has represented that it is qualified to provide Storm Water Education and Outreach Campaign Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Storm Water Education and Outreach Campaign Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Storm Water Education and Outreach Campaign Services under a usage Contract.
2. **Term:** The initial term of this Contract shall become effective upon execution of all signatures or approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for **three (3) years** from that date, unless otherwise terminated as provided herein. This Contract may be renewed upon expiration for two (2) one-year periods, upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.

5. **County's Project Manager:** The County shall appoint a Project Manager, as specified in Article 21. Notices, to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.

6. **Contractor's Project Manager:** The County shall appoint a Project Manager, as specified in Article 21, to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The Contractor's Project Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Project Manager.

7. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

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

9. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this contract at the convenience of the using agency/department.

10. **Usage Reports:** Upon County request, Contractor shall submit usage reports to the County which shall include, at minimum, summarized quantities, item descriptions (including Manufacturer/Part No.). The usage report shall be in a format specified by the County.

11. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall

be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The contractor is responsible for providing each cooperative entity a copy of the contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this contract.

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

12. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
13. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
14. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
15. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
16. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- c. Terminate the Contract immediately without penalty.

17. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's project manager as specified in Article 21. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:

The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

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

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

18. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
19. **Expenditure Limit:** The Contractor shall notify the County Project Manager in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs has been issued.

20. **Delivery Parking:** The County of Orange will not provide free parking for delivery services. Some locations may have loading zones available.
21. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County's Project Manager: OC Public Works/OC Watersheds
Attn: Christy Suppes
2301 North Glassell Street
Orange, CA 92865
Phone: 714-955-0673
Email: christy.suppes@ocpw.ocgov.com

cc: OC Public/Procurement Services
Attn: Nancy Foroughi, County DPA
300 North Flower Street, Suite 838
Santa Ana, CA 92703
Phone: 714-667-4951
Email: nancy.foroughi@ocpw.ocgov.com

Contractor: S. Groner Associates, Inc
Attn: Stephen Groner
100 W. Broadway, Suite 290
Long Beach, CA 90802
Phone: 562-597-0205
Email: sgroner@sga-inc.net

22. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
23. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.

24. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
25. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
26. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
27. **Acceptance/Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears.
28. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "54" below, and as more fully described in Article "54", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
29. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "54" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
30. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

31. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
32. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
33. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
34. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
35. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
36. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
37. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor

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

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

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

Qualified Insurer

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

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

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

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

Required Coverage Forms

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

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

Required Endorsements

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

An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds.

A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

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

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance. (Only include this provision when Employee Dishonesty Insurance is required).

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

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

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

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

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

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

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements

of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

*Certificate Holder Information

The County of Orange has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.

38. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "54" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
39. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
40. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County..
41. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
42. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
43. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "54" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
44. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

45. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
46. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
47. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and Articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
48. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
49. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
50. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
51. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
52. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
53. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations

pertaining to the eligibility for employment of any persons performing work under this Contract.

54. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
55. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

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

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

Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

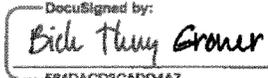
County of Orange, OC Public Works
S Groner Associates, Inc.

Attachment A
~~MD-050-16072204~~

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates following their respective signatures.

S. GRONER ASSOCIATES, INC.* a State of California corporation

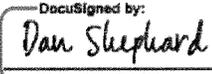
By: 
DocuSigned by:
6E2A4C9CA735412...
Print Name: Stephen Groner
Title: President
Corporate Officer
Date: 6/14/2016

By: 
DocuSigned by:
664DACD3CADD4A7...
Print Name: Bich Thuy Groner
Title: Secretary
Corporate Officer
Date: 6/15/2016

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

By _____
Print Name _____
Title Deputy Purchasing Agent
Date _____

APPROVED AS TO FORM:
County Counsel

By: 
DocuSigned by:
D832D1F9546446...
6/15/2016 Deputy
Date _____

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

ATTACHMENT A
SCOPE OF WORK

I. BACKGROUND:

The Orange County Storm water Program (the Program) is a regulatory compliance partnership comprising the cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, La Habra, La Palma, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda, the County of Orange, and the Orange County Flood Control District (OCFCD) (collectively the Permittees) who operate an interconnected municipal storm drain system which discharges storm water and urban runoff pursuant to National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Systems (MS4) Permits.

The MS4 Permits, administered by the Santa Ana and San Diego Regional Water Quality Control Boards (subsequently referred to as the Santa Ana Regional Board, the San Diego Regional Board or collectively as the Regional Boards), require the Permittees to develop and implement a surface water quality protection and management program and report annually on progress and program effectiveness. A public education and outreach campaign is a mandatory program element and requires Permittees to:

- A. Make a minimum of 10 million impressions per year in the Santa Ana Regional Board area;
- B. Establish educational goals and related measureable objectives for high priority urban runoff pollution issues;
- C. Identify and analyze target audiences believed to have the greatest influence on the high priority urban runoff pollution issues;
- D. Create specific messages and implement message delivery mechanisms for the target audiences;
- E. Measurably increase knowledge and change the behavior of target communities and thereby reduce pollutant releases to the municipal storm drain system and the environment;
- F. Objectively evaluate the effectiveness of public education and outreach efforts; and
- G. Provide opportunities for public input and demonstrate consideration of that input, in the development of the public education and outreach campaign.

The Permittees' education and outreach campaign must therefore educate targeted public and business audiences, engage and retain audience participation in practices that will be protective of surface waters, and enable the Permittees to comply with MS4 Permit mandates.

The Permittees' storm water education and outreach campaign has evolved considerably since its inception in the 1990s, as knowledge has been gained and media has changed. In assessing its effectiveness, public opinion surveys have demonstrated increases in community

County of Orange, OC Public Works
S Groner Associates, Inc.

awareness around stormwater issues, in addition to small, yet significant, changes in behavior arising from the use of large-scale information campaigns.

In 2013 the campaign embraced a two-pronged approach (see *Public Education and Outreach: 5 Year Strategic Plan, 2013*), comprising a *foundational campaign* tracked through surveys and impression counts supplemented with a small-scale *action campaign* focused on a specific action (*Overwatering Is Out*). The *action campaign* relies heavily on community based social marketing and social psychology principles to guide the strategy. Operating parallel to one another, both campaigns have ensured MS4 Permit compliance for achieving impressions and outreaching to residents and businesses as well as achieving verifiable behavior change over time.

II. OBJECTIVE:

The Program’s public education and outreach campaign is intended to effectively educate the public and targeted business groups about the sources and causes of stormwater pollution and engage their participation in the protection of Orange County’s surface waters. The primary objectives of the campaign are to:

- A. Enable the Program to comply with the public education and outreach elements of the Santa Ana and San Diego MS4 Permits; and
- B. Engage targeted audiences in activities and behaviors that are sustained and protective of Orange County’s creeks, streams, rivers and coastal waters.

The specific qualifications for the firm providing these services are described below in Section III.

III. DESCRIPTION OF STORM WATER PUBLIC AND BUSINESS EDUCATION FIRM QUALIFICATIONS:

The qualifications sought shall include, but are not limited to:

- A. An understanding of the potential adverse ecological impacts of storm and dry weather runoff from urban areas on streams, creeks and coastal waters and the programs for mitigating these impacts;
- B. The proven expertise to strategically plan and effectively deliver environmentally-themed messages on behalf of public agencies to a wide range of audiences;
- C. The demonstrated ability to implement a long-term regional public and business education outreach campaign comprising high-potential, cost-effective messaging and engagement tactics;
- D. The proven ability to educate the general public and business interests to foster and sustain adoption of more environmentally-protective behaviors and practices;
- E. The demonstrated ability to effectively utilize innovative social marketing platforms and techniques;
- F. The proven ability to develop and implement a community-based social marketing campaign to effect behavior change;

- G. The demonstrated ability to evaluate the effectiveness of public and business education campaigns; and
- H. The proven ability to work in a multi-jurisdictional local government setting to achieve consensus support for campaign strategies and tactics at staff, senior management and elected official levels.

IV. DESCRIPTION OF STORM WATER PUBLIC AND BUSINESS EDUCATION FIRM SERVICES:

The proposal must indicate an ability to provide the following services:

- A. Creation of effective water pollution themed educational and advertising materials;
- B. Purchase of advertising including web banners, radio and newspapers (Orange County Register, O.C. Weekly, Excelsior, community newspapers, etc.), and out-of-home advertising, (movie theaters, gas pump top screens, etc.);
- C. Solicitation of, and subsequent participation in, key business outreach opportunities including identification of applicable trade associations, conferences, marketing opportunities and mailing lists;
- D. Development and delivery of school education program materials for incorporation into or to support existing school-based efforts such as those conducted in coordination with the Orange County Storm Water Program;
- E. Incorporation of a "brand" name and development of a common theme/look with all of the outreach materials;
- F. Development of activity or pollutant focused articles/features for posting on municipal websites or for inclusion in local newspapers or newsletters;
- G. Development of innovative webpages and webpage content and use of social media;
- H. Provision of English/Spanish/Vietnamese/Korean versions of specified countywide public and business education materials;
- I. Evaluations of overall program and program element effectiveness;
- J. Participation in and provision of updates to the NPDES Public Education Subcommittee of the Program as well as provision of updates to other committees in the program management framework as requested;
- K. Provision of reporting updates including 1) monthly summaries of activities provided to Permittee representatives and 2) annual reports that provide a comprehensive summary of the implementation activities, associated costs, number of impressions achieved, etc., and
- L. Development of plans and cost summaries identifying the specific program components that will be proposed for the subsequent fiscal year, additional outreach opportunities and the estimated number of impressions that the components will achieve (applicable to multi-year contracts only).

County of Orange, OC Public Works
S Groner Associates, Inc.

V. ASSISTANCE TO BE PROVIDED:

The contractor may review resource materials while developing their proposal at the OC Public Works/OC Environmental Resources offices located at 2301 N. Glassell, Orange, CA 92865. These materials include the current NPDES Permits (North County and South County), Drainage Area Management Plan (DAMP) and copies of all original public education materials produced to date including the Public Education and Outreach: 5 Year Strategic Plan (2013) and Public Awareness Survey Results (October, 2015). The contractor may also review background information and materials on the website for the Orange County Stormwater Program at www.ocwatersheds.com .

**ATTACHMENT B
CONTRACTOR'S PRICING**

I. COMPENSATION: This is a usage Contract between County and Contractor to provide Storm Water and Outreach Services, as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. 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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the Total Not to Exceed Contract Amount specified herein below unless authorized by amendment in accordance with Article 24 and 39 of the County Contract Terms and Conditions.**

II. PRICING: County will pay fees at the following hourly rates in accordance with the provisions of this Contract.

A. Billable Rates:

CLASSIFICATION	HOURLY RATE
Project Director	\$172
Project Manager	\$144
Creative Director	\$172
Web Coordinator	\$125
Graphic Designer	\$125
Web Programmer	\$144
Research/Data Analyst	\$135
Project Coordinator	\$125
Project Specialist	\$113
Outreach Specialist	\$102
Business Manager	\$125

Hourly rates may be increased annually based on the CPI increase measured by the Bureau of Labor Statistics for the Los Angeles-Riverside-Orange County, California area. Staffs billing rates are adjusted at the beginning of each new contract year (anniversary date of the contract signing) based on the CPI from the just completed calendar year.

B. TOTAL CONTRACT AMOUNT NOT TO EXCEED:**\$ 1, 500,000**

III. PRICE INCREASES/DECREASES: No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred eighty (180) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

County of Orange, OC Public Works
S Groner Associates, Inc.

IV. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

V. REIMBURSABLE EXPENSES:

Contractor shall be entitled to reimbursement for the following Reimbursable Expenses. No other expenses shall be reimbursed without prior written authorization of the County:

- A. The actual costs of special equipment to be rented, leased or purchased by Contractor for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the County Project Manager.
- B. Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved in writing by the County Project Manager.
- C. Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by Contractor in performance of this Contract.
- D. Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
 - 1. Alcohol of any type will not be reimbursed
 - 2. Dry cleaning will not be reimbursed
 - 3. Hotel movies will not be reimbursed
 - 4. Valet parking is reimbursable only if no other parking option is available.
 - 5. Meals will be reimbursed for personnel on authorized business travel only. Business/working meals by personnel not on business travel will not be reimbursed. Per Diem reimbursement for meals associated with authorized business travel will be for actual costs up to a maximum of \$75.00 per day, including applicable tax, as well as gratuities and tips up to 20 % of the actual cost of the meal.
 - 6. Air travel is reimbursed at the fare for "Coach Class" seating. "Business Class" or "First Class" fares will not be reimbursed.
 - 7. Lodging reimbursement shall be based on actual, reasonable, and necessary costs. Hotel rates associated with authorized business travel exceeding \$200.00 per day must be approved in writing and in advance by County Project Manager. This written approval must be submitted with the billing for reimbursable expenses.

8. Phone charges during hotel stays associated with business support of the Scope of Services must be identified. Personal phone charges will not be reimbursed.
 9. Car rental is reimbursable at the cost for mid-size or lower size vehicle. Larger size vehicle rentals must be approved in advance in writing by the County Project Manager. This written approval must be submitted with the billing for reimbursable expenses. Luxury or Sports car rentals of any type will not be reimbursed.
 10. Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the Contractor's "Home Based" office location and OC Public Works location, as well as mileage within OC Public Works property will not be reimbursed.
 11. Cost of "Home Based" copies, faxes, and other supplies and materials associated with them will not be reimbursed.
 12. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- E. All reimbursable expenses must be itemized on Contractor invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all Contractor invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. Contractor is responsible for submitting reimbursable invoices in a format that is acceptable to the County.

VI. INVOICING INSTRUCTIONS: The Contractor shall submit invoices to County on Contractor's letterhead. Each invoice shall have a unique number and shall include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from (A), above
- C. Name of County agency/department/contact person
- D. Delivery/service address
- E. Contract number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and supporting documentation are to be forwarded to:

OC Public Works/OC Watershed
Attn: Christy Suppes
2301 North Glassell Street
Orange, CA 92865

County of Orange, OC Public Works
S Groner Associates, Inc.

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

ATTACHMENT C
STAFFING PLAN

1. Key Personnel to perform Contract duties, as needed, at the request of the County:

Name	Classification/Designation	Years of Experience
Stephen Groner, P.E.	President; Project Director	25
Rachel Dowd	Strategic Dir.; Project Manager	5
Carolina Gonzalez	Project Manager	2
Samantha Concetti	Program Coordinator	15
Mary Gamboa	Graphic Design; Project Coordinator	10
Adam Quinn	Project Coordination	5
Thomas Kim	Project Coordination; Research Analyst	4
Mine Üçok Hughes, Ph.D.	Ethnic and Environmental Marketing	13

Substitution or addition of Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager.

The specific individuals will be assigned based on the need and timing of the service/classification required at the County's request. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

Contract Summary

- This contract does not include subcontractors or pass through to other providers.
- This contract includes the following subcontractors or pass through to other providers.

Contract Operating Expenses

A. Contactor Billable Rates:

CLASSIFICATION	HOURLY RATE
Project Director	\$ 172
Project Manager	\$ 144
Creative Director	\$ 172
Web Coordinator	\$ 125
Graphic Designer	\$ 125
Web Programmer	\$ 144
Research/Data Analyst	\$ 135
Project Coordinator	\$ 125
Project Specialist	\$ 113
Outreach Specialist	\$ 102
Business Manager	\$ 125

Hourly rates maybe increased annually based on the CPI increase measured by the Bureau of Labor Statistics for the Los Angeles-Riverside-Orange County, California area. Staffs billing rates are adjusted at the beginning of each new contract year (anniversary date of the contract signing) based on the CPI from the just completed calendar year.

B. TOTAL CONTRACT AMOUNT NOT TO EXCEED: \$ 1,500,000
 (Three Year Amount)

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Grants Report



Grants Report

DRAFT

County Executive Office/Legislative Affairs

August 9, 2016
Item No. 29
Vol. XXXII, No. XIV

County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants \$50,000 or less is delegated to the County Executive Officer. Grant awards greater than \$50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County's grants activities. It also serves to inform Orange County's Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On August 9, 2016, 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 Retroactive Grant Award – Health Care Agency – Tuberculosis Local Assistance Base Award and Food, Shelter, Incentives, and Enablers allotment (FSIE) – \$1,206,912.
2. Approve Retroactive Grant Award – OC Community Resources/OC Community Services/OC Community Investment Division/OC Development Board – Linking to Employment Activities Pre-release (LEAP) – 2 – \$500,000.
3. Receive and File Grant Report.

Informational Items

- District Attorney – California Department of Insurance – \$3,219.

If you or your staff have any questions or require additional information on any of the items in this report, please contact Cynthia Shintaku at 714-834-7086



MARK A. REFOWITZ
DIRECTOR
(714) 834-6021
mrefowitz@ochca.com

RICHARD SANCHEZ
ASSISTANT DIRECTOR
(714) 834-2830
Richard.Sanchez@ochca.com
405 W. 5th STREET, 7th FLOOR
SANTA ANA, CA 92701
FAX: (714) 834-5508

OFFICE OF THE DIRECTOR

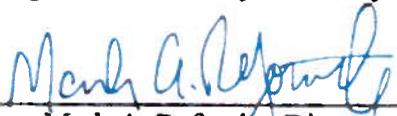
DATE: July 25, 2016
TO: Frank Kim, County Executive Officer
County Executive Office
FROM: Mark A. Refowitz
Director, Health Care Agency
SUBJECT: Request to Approve Retroactive Grant Award – Tuberculosis Local Assistance Base Award and Food, Shelter, Incentives, and Enablers Allotment

The Health Care Agency is requesting the subject grant award to be included in the CEO Grant Report on the August 9th BOS meeting agenda.

On June 23, 2016, the California Department of Public Health (CDPH) – Tuberculosis Control Branch (TBCB) awarded Orange County Health Care Agency, Public Health Services, a Tuberculosis Local Assistance Base Award of \$1,139,004 and a Food, Shelter, Incentives and Enablers allotment of \$67,908. The term of the agreement is July 1, 2016 through June 30, 2017.

This is a standard annual agreement which is included in the FY 2016-17 adopted budget. It is common for State agreements to arrive close to or even well beyond the start of the funding period making it difficult or impossible to execute the revenue agreement prior to the start date. As a result, Board of Supervisor approval of retroactive budgeted revenue agreements is a normal business practice of the County.

Preparation and review processes required several weeks to complete, particularly due to several non-standard items. This Agreement contains two different indemnification provisions that differ from the County’s standard of sole indemnification. The first relates to general claims, and the second provision relates to intellectual property infringement claims. CEO/Risk Management has reviewed and approved these provisions. Reviews were completed and the package was available for the next available hearing date of August 9, 2016, forty-seven days after receipt of the contract from the State.



Mark A. Refowitz, Director

Approved:



County Executive Officer or Designee

MAR dc
cc: Mark Denny, Chief Operating Officer

GRANT APPLICATION / AWARD AUTHORIZATION FORM

Today's Date:	July 18, 2016
Requesting Agency/Department:	HCA
Grant Name and Project Title:	Tuberculosis Local Assistance Base Award and Food, Shelter, Incentives, and Enablers allotment (FSIE)
Sponsoring Organization/Grant Source:	California Department of Public Health (CDPH) – Tuberculosis Control Branch (TBCB)
Amount Requested/ Awarded:	\$1,206,912
Application Due Date:	N/A
Board Date when Board Approved this Application:*	November 10, 2015 – Routine Continuing Funding Grant Report
Awarded Funding Amount:*	\$1,206,912
Notification Date of Funding Award:*	June 23, 2016
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO) No	
Does this grant require CEQA findings? N/A	
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain:
County Match?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Amount: \$ or % Budgeted?
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/>
Explain:	
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
<p>The base award of this grant (\$1,139,004) supports tuberculosis (TB) prevention and control activities in fiscal year (FY) 2016-2017 and was awarded on June 23, 2016 for funding period of July 1, 2016 through June 30, 2017. Activities include diagnosis, treatment and case management for Orange County residents with TB disease and TB screening services (TB testing, chest x-rays, symptom check, and physician evaluation, when appropriate) and treatment for latent TB infection for Orange County residents who are at highest risk for progression from TB infection to active TB disease. The funds also support activities mandated by Health and Safety Code sections 121361 and 121362 eligible for reimbursement, which include local Health Officer, or designee, review and approval within 24 hours of receipt TB treatment plans submitted by a health facility. In addition to the base award, there is an allotment (\$67,908) for food, shelter, incentives and enablers to enhance treatment adherence, prevent homelessness and allow the use of less restrictive alternatives that decrease or obviate the need for detention.</p>	
Board Resolution/Special Instructions	Include requirement for a Board Resolution or authorization to accept the grant award without further Board action. Provide language for Resolution, and the name of County Counsel staff who reviewed the language/ *or County Counsel who have reviewed other documents. Please specify.
<p>HCA requests that the Board of Supervisors approve a Recommended Action authorizing the Agency to accept this grant, and delegate authority to the HCA Director, or designee, to execute the Acceptance of Award, Darfur Contracting Act certification form, CCC-307 certification form, and the Certification regarding lobbying form for the term July 1, 2016 through June 30, 2017. This Agreement contains two different indemnification provisions that differ from the County's standard of sole indemnification. The first relates to general claims, and the second provision relates to intellectual property infringement claims. CEO/Risk Management has reviewed and approved these provisions.</p>	

<u>Will the grant/program create new part or full-time positions?</u>	No.
<u>Contact:</u>	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Donna Fleming (714) 834-2980 dfleming@ochca.com	

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.
MEMORANDUM

Attachment A
STEVE FRANKS

DIRECTOR
OC COMMUNITY RESOURCES

JENNIFER HAWKINS, DVM
DIRECTOR
OC ANIMAL CARE

RENEE RAMIREZ
INTERIM DIRECTOR
OC COMMUNITY SERVICES

JULIA BIDWELL
INTERIM DIRECTOR
HOUSING COMMUNITY
DEVELOPMENT & HOMELESS
PREVENTION

STACY BLACKWOOD
DIRECTOR
OC PARKS

HELEN FRIED
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

DATE: August 1, 2016
TO: Frank Kim, County Executive Officer
FROM: Steve Franks, Director, OC Community Resources
SUBJECT: Request to Approve Retroactive Grant Award

On April 21, 2015, the Board of Supervisors authorized OC Community Resources / OC Community Services / Community Investment Division / Orange County Development Board (OCDB) to apply for Linking to Employment Activities Pre-release (LEAP) – 2 funding through the U.S. Department of Labor (DOL).

On June 27, 2016, the OCDB received notification from DOL that it had been awarded a grant award of \$500,000 for the LEAP – 2 program. Due to the timing of the notification of funding, required capacity evaluations with external partners and the schedule of available Board meeting dates, the attached eForm is coming to the Board more than 30 days since the notification of funding.



Department Head or Designee

Approved:



County Executive Officer or Designee

GRANT APPLICATION / AWARD AUTHORIZATION FORM

Today's Date:	August 1, 2016
Requesting Agency/Department:	OC Community Resources/ OC Community Services/ Community Investment Division/ Orange County Development Board
Grant Name and Project Title:	Linking to Employment Activities Pre-release (LEAP) - 2
Sponsoring Organization/Grant Source:	U.S. Department of Labor, Employment and Training Administration
Amount Requested/ Awarded:	\$500,000
Application Due Date:	N/A
Board Date when Board Approved this Application:*	April 21, 2015
Awarded Funding Amount:*	\$500,000
Notification Date of Funding Award:*	June 27, 2016
Is this an Authorized Retroactive Grant Application/Award? Yes, memo attached.	
Does this grant require CEQA findings? N/A	
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Amount: \$ or % Budgeted?
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/>
Explain: N/A	
<u>Purpose of Grant Funds:</u>	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
<p>The Linking to Employment Activities Pre-Release (LEAP)-2 program is a pilot project that seeks to strengthen communities by better integrating services already available in the community. The pilot project will build upon the partnership between local correctional and workforce systems through the establishment of specialized employment services within local correctional facilities for transitioning offenders.</p> <p>On April 21, 2015, the Board of Supervisors authorized the Orange County Development Board (OCDB) in partnership with the Orange County Sheriff's Department to submit an application for the LEAP-2 funding. On June 27, 2016, OCDB received the notification of funding award of \$500,000 for this program.</p> <p>The target population for the pilot project will be AB109 sentenced adult female offenders being released from jail and are returning to Orange County. The pilot project will establish a jail-based service center within the Central Jail Complex and Intake Release Center, which will serve to link transitioning offenders with a range of community-based workforce services pre-release. The goal of the pilot project is to improve the employment outcomes for transitioning female offenders by leveraging and building upon the effective strategies that currently exist within the Central Jail Complex and Intake Release Center in the Orange County One-Stop Center System.</p>	
<u>Board Resolution/Special Instructions</u>	Include requirement for a Board Resolution or authorization to accept the grant award without further Board action. Provide language for Resolution, and the name of County Counsel staff who reviewed the language/ * or County Counsel who have reviewed other documents. Please specify.

<p>Authorize the OC Community Resources Director or designee to accept the grant award.</p> <p>Matthew Sprissler of County Counsel has reviewed the documents and no Board Resolution is required to accept the grant award.</p>	
<p><u>Will the grant/program create new part or full-time positions?</u></p>	<p>No, this grant will not create any new part or full-time positions.</p>
<p><u>Contact:</u></p>	<p>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</p>
<p>Andrew Munoz, Executive Director, OC Development Board Andrew.Munoz@occr.ocgov.com 714-480-6448</p>	



TONY RACKAUCKAS
DISTRICT ATTORNEY

MEMO

OFFICE OF THE DISTRICT ATTORNEY

July 28, 2016

TO: County Executive Office

FROM: Jenny Qian, Director of Administration, Office of the District Attorney

SUBJECT: Grant Award Acceptance – Less than \$50,000

On June 28, 2016, the Board of Supervisors approved the funding application to California Department of Insurance (CDI) for a requested amount not-to-exceed \$15,000 made available from the redistribution of funds to eligible district attorneys pursuant to California Insurance Code Section 1872.85(c)(5). The additional funding is earmarked and used for enhanced investigation and prosecution of disability and healthcare insurance fraud cases involving healthcare and medical providers for fiscal year 2015-16.

The notification of funding award of \$3,219 was received by the District Attorney on June 21, 2016. Acceptance of grant funding will allow the District Attorney to use for the investigation and prosecution of disability and healthcare insurance fraud cases involving healthcare and medical providers pursuant to California Insurance Code Section 1872.85(c)(5).

The District Attorney is requesting authorization to execute the Grant Award Agreement with CDI to accept the additional funding award of \$3,219. The Agreement has been reviewed by the Office of County Counsel, and Board resolution is not required to accept the grant award.

Please contact Senior Assistant District Attorney Joe D'Agostino at 714-347-8403 if you need any other information to process this request.

Thank you.



 Department Head or Designee

Approved by: 

 County Executive Officer or Designee



Revision to ASR and/or Attachments

Date: 8/4/2016
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Brenda Diederichs, Chief Human Resource Officer
Re: ASR Control #: 16-000925, Meeting Date 8/9/2016 Agenda Item No. # 31
Subject: Health Care Agency Classification Updates and Market Salary Adjustments

2016 AUG -4 PM 4:48
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

DEFINITION

Explanation: Effective Dates are added to the Recommended Actions.

- Revised Recommended Action(s)
- Make modifications to the:
- Subject Background Information Summary
- Revised Attachments (attach copy of revised attachment(s))

Recommended Actions:

1. Effective August 19, 2016, approve revisions to the classification specifications, update pay grades and set recruiting step for Clinical Psychologist I (Title Code 7494HP, Pay Grade C-40, Step 1) and Clinical Psychologist II (Title Code 7495HP, Pay Grade C-42, Step 3), and delete Psychologist (Title Code 7492HP) classification.
2. Effective August 19, 2016, approve and adopt new classification specifications, establish pay grades, and set recruiting steps for Physician I (Title Code 4572HP, Pay Grade C-64, Step 7), Physician II (Title Code 4576HP, Pay Grade C-67, Step 7), Physician III (Title Code 4580HP, Pay Grade C-69, Step 7), Physician I - Correctional (Title Code 4574HP, Pay Grade C-69, Step 7), Physician II - Correctional (Title Code 4578HP, Pay Grade C-72, Step 7), and Physician III - Correctional (Title Code 4582HP, Pay Grade C-74, Step 7) and delete Physician (4530HP), Physician Specialist (4545HP), and Public Health Medical Officer (4570HP).

3. Effective August 19, 2016, approve revisions to classification specifications and update pay grades for Assistant Environmental Health Specialist (Title Code 5105HP, Pay Grade C-26), Environmental Health Specialist I (Title Code 5108HP, Pay Grade C-32), and Environmental Health Specialist II (Title Code 5112HP, Pay Grade C-34); approve title description change, revisions to the classification specification, and update pay grade for Supervising Environmental Health Specialist (Title Code 5119SM, Pay Grade C-41); approve to adopt new classification and establish pay grade for Environmental Health Specialist III (Title Code 5116HP, Pay Grade C-36); and delete Supervising Environmental Health Specialist I (Title Code 5115SM) classification.
4. Effective August 19, 2016, approve title description changes, revisions to the classification specifications and update pay grades for Hazardous Materials Specialist I (Title Code 5140HP, Pay Grade C-27), Hazardous Materials Specialist II (Title Code 5141HP, Pay Grade C-34), Hazardous Materials Specialist III (Title Code 5142HP, Pay Grade C-38), and Supervising Hazardous Materials Specialist (Title Code 5143SM, Pay Grade C-44).
5. Effective August 19, 2016, approve and adopt the attached Side Letter Agreements between the County of Orange and the Orange County Employee Association, included as Attachment E.
6. Effective August 19, 2016, approve revisions to the classification specification, update pay grade, and set recruiting step for Comprehensive Care Licensed Vocational Nurse (Title Code 4109HP, Pay Grade C-26, Step 3), and delete Comprehensive Care Licensed Vocational Nurse II (Title Code 4110HP) classification.
7. Effective August 19, 2016, approve revisions to the classification specifications, update pay grades, and set recruiting steps for Comprehensive Care Nurse I (Title Code 4161HP, Pay Grade C-41, Step 3), Comprehensive Care Nurse II (Title Code 4162HP, Pay Grade C-46, Step 3), Senior Comprehensive Care Nurse (Title Code 4165SM, Pay Grade C-50, Step 1), Supervising Comprehensive Care Nurse (Title Code 4169SM, Pay Grade C-52, Step 1), and delete Comprehensive Care Nurse III (Title Code 4163HP), and Senior Comprehensive Care Nurse II (Title Code 4167SM) classifications.
8. Effective August 19, 2016, approve revisions to the classification specifications, update pay grades, and set recruiting steps for Comprehensive Care Nurse Practitioner I (Title Code 4153HP, Pay Grade C-52, Step 3), and Comprehensive Care Nurse Practitioner II (Title Code 4154HP, Pay Grade C-56, Step 5).



331A

MEMORANDUM

To: Robin Stieler, Clerk of the Board of Supervisors

From: Supervisor Todd Spitzer, Third District

Date: August 3, 2016

RE: **Proposed Amendments to Board Rules and to Personnel and Salary Resolution to Prohibit Double-Dipping on Taxpayer-Funded Car Allowances by Supervisors**

16 AUG -3 AM 11:41
CLERK OF SUPERVISORS
COUNTY OF ORANGE

Please add a supplemental item of business to the August 9, 2016 board meeting agenda. The title of the agenda item should read:

Supervisor Spitzer – Adopt County policy prohibiting double-dipping on taxpayer-funded car allowances by members of the Board of Supervisors by adding Section 15 to Article XXIV of Part 4 of the 2003 County of Orange Personnel and Salary Resolution and by adding Chapter IX to the Board of Supervisors Rules of Procedure.

The proposed amendment to the Personnel and Salary Resolution adds the following Section to read as follows:

Section 15. Prohibition on Car Allowances by Other Government Agencies

A Member of the Board of Supervisors shall not accept a vehicle for more than seven days in any single month or a transportation allowance from another government agency if the Board of Supervisors appointed that member to that other government agency. This Section shall not apply to a vehicle or allowance provided when traveling on government business beyond the borders of the Counties of Orange, Los Angeles, Riverside, San Bernardino, and San Diego.

The proposed amendment to the Board of Supervisors Rules of Procedure adds the following Chapter to read as follows:

CHAPTER IX

Board Appointments

Rule 49 Prohibition on Double-Dipping of Taxpayer-Funded Car Allowances

A Member of the Board of Supervisors shall not accept a vehicle for more than seven days in any single month or a transportation allowance from

another government agency if the Board of Supervisors appointed that member to that other government agency. This Rule shall not apply to a vehicle or allowance provided when traveling on government business beyond the borders of the Counties of Orange, Los Angeles, Riverside, San Bernardino, and San Diego.

A Supervisor who accepts a vehicle or allowance in contravention of this Rule shall immediately forfeit his or her Board appointment to that other government agency. The vacant seat at that agency will be filled by a vote of the Board of Supervisors at a subsequent meeting.

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



531B

MEMORANDUM

To: Robin Stieler, Clerk of the Board of Supervisors

From: Supervisor Todd Spitzer, Third District

Date: August 3, 2016

2016
AUG -3 AM 11:41
CLERK OF SUPERVISORS
COUNTY OF ORANGE

RE: Proposed Amendments to Board Rules and to Personnel and Salary Resolution to Prohibit Double-Dipping by Staff of the Board of Supervisors

Please add a supplemental item of business to the August 9, 2016 board meeting agenda. The title of the agenda item should read:

Supervisor Spitzer – Adopt County policy prohibiting double-dipping by staff of the members of the Board of Supervisors by adding Subpart D to Section 2 of Article XXIV of Part 4 of the 2003 County of Orange Personnel and Salary Resolution and by adding Rule 50 to the Board of Supervisors Rules of Procedure.

The proposed amendment to the Personnel and Salary Resolution adds the following Subpart to read as follows:

- D. Any employee or contractor assigned to the office of a member of the Board of Supervisors shall not draw a stipend, salary, or other remuneration from an outside entity for assisting a Supervisor if the Board of Supervisors appointed that Supervisor to that outside entity. The receipt of such remuneration from an outside entity shall constitute prohibited “outside employment activity” within the meaning of Section 1126 of the Government Code unless the receipt of such outside remuneration is approved by the Board of Supervisors.

In accordance with Government Code section 1126, the approval of such outside remuneration may only be made upon a determination by the Board of Supervisors that the employee or contractor’s performance of services for the outside entity does not: (1) involve the use for private gain or advantage of his or her County time, facilities, equipment and supplies; or the influence of his or her County office or employment; (2) involve receipt or acceptance by the employee or contractor of any money or other consideration from anyone other than the County for the performance of an act which the employee or contractor, if not performing such act, would be required or expected to render in the regular course or hours of his or her County employment or as a part of his or her duties as a County employee; (3) involve the performance of an act in other than his or her capacity as a County employee which act may later be subject directly or indirectly to the control, inspection, review, audit,

or enforcement of the outside entity from which he or she is receiving remuneration; or (4) involve time demands that would render performance of his or her duties as a County employee less efficient.

Nothing in this section shall be construed to prevent an employee or contractor assigned to the office of a member of the Board of Supervisors from collecting a stipend, salary, or other remuneration from an outside entity for acting in the Supervisor's absence, such as serving as the Supervisor's alternate board member on another agency's board of directors.

For purposes of this section, an "outside entity" shall be defined as a government agency other than the County of Orange, a non-profit organization, an association, or any contractor paid to assist that Supervisor in their capacity at any such agency, organization, or association.

The proposed amendment to the Board of Supervisors Rules of Procedure adds the following Rule to read as follows:

Rule 50 Prohibition on Double-Dipping by Staff of the Board of Supervisors

If an employee or contractor assigned to the office of a member of the Board of Supervisors violates Part 4, Article XXIV, Section 2, Subpart D of the Personnel and Salary Resolution by receiving a stipend, salary, or other remuneration from an outside entity for assisting a Supervisor (if the Board of Supervisors appointed that Supervisor to that outside entity) without obtaining the approval of the Board of Supervisors, then that Supervisor must reassign that employee within seven days to duties that do not involve that outside entity.

A Supervisor who fails to act according to this Rule shall immediately forfeit his or her Board appointment to that other government agency. The vacant seat at that agency will be filled by a vote of the Board of Supervisors at a subsequent meeting.

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



MICHELLE STEEL
SUPERVISOR, SECOND DISTRICT

ORANGE COUNTY HALL OF ADMINISTRATION
333 W. SANTA ANA BLVD., P.O. BOX 687, SANTA ANA, CALIFORNIA 92702-0687
PHONE (714) 843-3220 FAX (714) 834-6109 michelle.steel@ocgov.com

2016 AUG -4 PM 12:00
COUNTY OF ORANGE
CLERK OF SUPERVISORS

S31C

MEMORANDUM

August 3, 2016

TO: Clerk of the Board

FROM: Vice Chair Michelle Steel *MS*

SUBJECT: Resolution Approving Consolidation of Advisory Election with General Election

314 OK JAB

Please add a supplemental item of business to the August 9, 2016 Board meeting agenda. The title of the item should read:

Vice Chair Steel – Adopt Resolution approving the consolidation of the advisory election called by the Mesa Water District with the November 8, 2016 General Election in both its jurisdiction and outside of its jurisdiction and within the service areas of the Costa Mesa Sanitary District regarding a ballot proposal that affects the residents of both districts, pursuant with Election Code section 9603.

Thank you.

Attachments –

- Proposed Resolution Approving Consolidation of Advisory Election with General Election
- Resolution No. 1480 of the Mesa Water District Board of Directors Ordering and Giving Notice of the Submission to the Voters of an Advisory Measure Relating to the Special Districts Shared Efficiencies Project at the November 8, 2016 Consolidated Regular Election
- Resolution No. 1481 of the Mesa Water District Board of Directors Requesting the Orange County Board of Supervisors to Consolidate a General Municipal Election to be Held November 8, 2016, with the Statewide General Election to be held Pursuant to Section 10403 of the Elections Code.

Cc: Frank Kim, CEO
Leon J. Page, County Counsel

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

August 9, 2016

WHEREAS, Election Code section 9603, subdivision (a), allows a city, county, school district, community college district, county board of education, and special district to hold, at its discretion, an advisory election on any date on which that jurisdiction is currently permitted to hold a regular or special election for the purpose of allowing voters within the jurisdiction to voice their opinions on substantive issues, or to indicate to the local legislative body approval or disapproval of a ballot proposal; and

WHEREAS, Election Code section 9603, subdivision (d), provides that an advisory election may be held in territory outside of the jurisdiction of the local entity calling the advisory election if the ballot proposal affects the residents of the territory; and

WHEREAS, the conduct of an advisory election in territory outside of the jurisdiction of a local entity shall only be held if all of the following conditions are met: (1) a regular election or special election is to be held in that territory; (2) the advisory election can be consolidated with it; and (3) the Board of Supervisors of the County in which the outside territory is located approves the consolidation; and

WHEREAS, Election Code section 9603 provides that any such “advisory vote” is only an indication of general voter opinion regarding the ballot proposal and therefore the results of the advisory vote will in no manner be controlling on the sponsoring legislative body; and

WHEREAS, on July 28, 2016, the Board of Directors of the Mesa Water District adopted a resolution calling for an advisory election in both its jurisdiction and outside of its jurisdiction and within the service areas of the Costa Mesa Sanitary District regarding a ballot proposal that affects the residents of both districts and requested that the advisory election be consolidated with the November 8, 2016 General Election; and

WHEREAS, County Resolution No. 73-1452 provides that for consolidated elections, a reasonable share of the expenses necessitated by reason of such consolidation, as determined by the Orange County Registrar of Voters, shall be charged to and paid by each city or district whose election is consolidated; and

WHEREAS, this Board of Supervisors desires to provide for the efficient and effective administration of elections in Orange County.

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

1. Resolve that the above recitals are true and correct.
2. Approve the consolidation of the advisory election called by the Mesa Water District with the November 8, 2016 General Election in both its jurisdiction and outside of its jurisdiction and within the service areas of the Costa Mesa Sanitary District regarding a ballot proposal that affects the residents of both districts.
3. Resolve that for this consolidated election, a reasonable share of the expenses necessitated by reason of such consolidation, as determined by the Orange County Registrar of Voters, shall be charged to and paid by the Mesa Water District.

RESOLUTION NO. 1480

**RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
ORDERING AND GIVING NOTICE OF THE SUBMISSION
TO THE VOTERS OF AN ADVISORY MEASURE RELATING TO THE
SPECIAL DISTRICTS SHARED EFFICIENCIES PROJECT AT THE
NOVEMBER 8, 2016 CONSOLIDATED REGULAR ELECTION**

WHEREAS, the Mesa Water District (Mesa Water®) is a county water district organized and operating according to California law; and

WHEREAS, under the provisions of the laws of the State of California, a General Municipal Election shall be held on November 8, 2016; and

WHEREAS, pursuant to the requirements of the laws of the State of California, the Board of Directors of the Mesa Water District requests that a measure, known as the Advisory Measure Seeking Public Input Regarding the Potential Consolidation of the Mesa Water District and the Costa Mesa Sanitary District, be placed on the ballot for an election to be held in the services areas of the Mesa Water District and the Costa Mesa Sanitary District; and

WHEREAS, the Board of Directors is authorized by the law of the State of California to submit the advisory measure to the voters.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MESA WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true, correct, and adopted by the Board of Directors as if set forth in full.

Section 2. That pursuant to the requirements of the laws of the State of California there is called and ordered to be held in the service areas of the Mesa Water District and the Costa Mesa Sanitary District on November 8, 2016, a General Municipal Election for the purpose of submitting an advisory ballot question.

Section 3. That the Board of Directors, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

Measure __: Advisory Measure Seeking Public Input Regarding the Potential Consolidation of the Mesa Water District and the Costa Mesa Sanitary District	Response	Vote
Shall the Mesa Water District and the Costa Mesa Sanitary District pursue consolidation if it could result in a one-time savings of up to \$15.6 million, which equates to \$650 per ratepayer, and annual savings of as much as \$2.7 million, which includes wastewater rate reductions of up to 28%, as identified in the Optimal Governance Structure Study prepared by Arcadis U.S. Inc.?	Yes	
	No	

Section 4. That the proposed complete text of the advisory measure submitted to the voters is attached as Exhibit 1.

Section 5. That the vote requirement for the measure to pass is a majority (50% +1) of the votes cast.

Section 6. That the ballots to be used at the election shall be in the form and content as required by law.

Section 7. That the County of Orange Registrar of Voters is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 8. That the polls for the election shall be open at 7 a.m. of the day of the election and shall remain open continuously from that time until 8 p.m. of the same day when said polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

Section 9. That the Orange County Registrar of Voters is authorized to canvass the returns of the General Municipal Election.

Section 10. The ballot measure shall not take effect, unless and until the ballot measure receives the approval of a majority of the votes cast by the voters located within the Mesa Water District and the Costa Mesa Sanitary District service areas voting upon the ballot measure at the November 8, 2016 General Municipal Election.

Section 11. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law and in accordance with the provisions of law regulating the statewide election.

Section 12. That notice of the time and place of holding the election is given and the County Registrar of Voters is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as

required by law.

Section 13. That the District Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 14. The Board directs that the Optimal Governance Structure Study Optimal Governance Structure Study prepared by Arcadis U.S., Inc. shall be prominently posted on Mesa Water District's website (www.MesaWater.org) no later than August 1, 2016, and shall remain posted to and including November 8, 2016.

ADOPTED, SIGNED, and APPROVED this 28th day of July 2016 by a roll call vote.

AYES: DIRECTORS: Atkinson, Bockmiller, Fislser, Dewane
NOES: DIRECTORS:
ABSENT: DIRECTORS: Temianka
ABSTAIN: DIRECTORS:



Coleen L. Monteleone
District Secretary

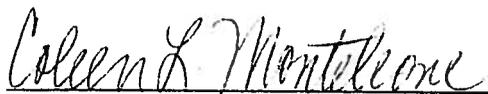


Shawn Dewane
President, Board of Directors

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Coleen L. Monteleone, District Secretary of the Board of Directors of the Mesa Water District, do hereby certify that the foregoing Resolution No. 1480 was duly passed and adopted by the Board of Directors of the Mesa Water District at its Special Board meeting held on July 28, 2016 by the following vote:

AYES: DIRECTORS: Atkinson, Bockmiller, Fisler, Dewane
NOES: DIRECTORS:
ABSENT: DIRECTORS: Temianka
ABSTAIN: DIRECTORS:



Coleen L. Monteleone
District Secretary

RESOLUTION NO. 1480

EXHIBIT 1

**RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
ORDERING AND GIVING NOTICE OF THE SUBMISSION
TO THE VOTERS OF AN ADVISORY MEASURE RELATING TO THE
SPECIAL DISTRICTS SHARED EFFICIENCIES PROJECT AT THE
NOVEMBER 8, 2016 CONSOLIDATED REGULAR ELECTION**

EXHIBIT 1

DISTRICT SPONSORED ADVISORY MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The Board of Directors for the Mesa Water District submits the following advisory measure to the voters located within the Mesa Water District and the Costa Mesa Sanitary District service areas:

Measure __: Advisory Measure Seeking Public Input Regarding the Potential Consolidation of the Mesa Water District and the Costa Mesa Sanitary District	Response	Vote
Shall the Mesa Water District and the Costa Mesa Sanitary District pursue consolidation if it could result in a one-time savings of up to \$15.6 million, which equates to \$650 per ratepayer, and annual savings of as much as \$2.7 million, which includes wastewater rate reductions of up to 28%, as identified in the Optimal Governance Structure Study prepared by Arcadis U.S. Inc.?	Yes	
	No	

RESOLUTION NO. 1481

**RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
REQUESTING THE ORANGE COUNTY BOARD OF SUPERVISORS
TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD
NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE
HELD ON THE DATE PURSUANT TO SECTION 10403
OF THE ELECTIONS CODE**

WHEREAS, the Mesa Water District (Mesa Water®) is a county water district organized and operating according to California law; and

WHEREAS, the Board of Directors of the Mesa Water District called a General Municipal Election to be held on November 8, 2016 for the purpose of submitting an advisory measure to the voters located within the Mesa Water District and the Costa Mesa Sanitary District service areas for their consideration; and

WHEREAS, the Board of Directors of the Mesa Water District is submitting to the voters located within the Mesa Water District and the Costa Mesa Sanitary District service areas a question relating to the Special Districts Shared Efficiencies Project; and

WHEREAS, the Mesa Water District desires that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the Mesa Water District and Costa Mesa Sanitary District service areas, the precincts, polling places, and election officers of the two elections be the same, and that the Registrar of Voters of the County of Orange canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MESA WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2016, for the purpose of submitting to the voters located within the Mesa Water District and the Costa Mesa Sanitary District service areas a question relating to the Special Districts Shared Efficiencies Project.

Section 2. That the following measure is to appear on the ballot as follows:

Measure __: Advisory Measure Seeking Public Input Regarding the Potential Consolidation of the Mesa Water District and the Costa Mesa Sanitary District	Response	Vote
Shall the Mesa Water District and the Costa Mesa Sanitary District pursue consolidation if it could result in a one-time savings of up to \$15.6 million, which equates to \$650 per ratepayer, and annual savings of as much as \$2.7 million, which includes wastewater rate reductions of up to 28%, as identified in the Optimal Governance Structure Study prepared by Arcadis U.S. Inc.?	Yes	
	No	

Section 3. That the proposed complete text of the advisory measure submitted to the voters is attached as Exhibit 1.

Section 4. That the vote requirement for the measure to pass is a majority (50% +1) of the votes cast.

Section 5. That the County of Orange Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

Section 6. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary to hold the consolidated election.

Section 7. That the Mesa Water District recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 8. That the District Secretary is directed to file a certified copy of this Resolution with the Board of Supervisors and the county election department of the County of Orange.

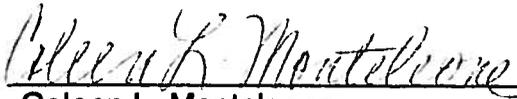
Section 9. That the District Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

ADOPTED, SIGNED, and APPROVED this 28th day of July 2016 by a roll call vote.

AYES: DIRECTORS: Atkinson, Bockmiller, Fislser, Dewane
NOES: DIRECTORS:
ABSENT: DIRECTORS: Temianka
ABSTAIN: DIRECTORS:



Shawn Dewane
President, Board of Directors

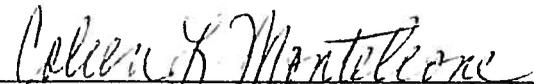


Coleen L. Monteleone
District Secretary

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Coleen L. Monteleone, District Secretary of the Board of Directors of the Mesa Water District, do hereby certify that the foregoing Resolution No. 1481 was duly passed and adopted by the Board of Directors of the Mesa Water District at its Special Board meeting held on July 28, 2016 by the following vote:

AYES: DIRECTORS: Atkinson, Bockmiller, Fisler, Dewane
NOES: DIRECTORS:
ABSENT: DIRECTORS: Temianka
ABSTAIN: DIRECTORS:



Coleen L. Monteleone
District Secretary

RESOLUTION NO. 1481

EXHIBIT 1

**RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
REQUESTING THE ORANGE COUNTY BOARD OF SUPERVISORS
TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD
NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE
HELD ON THE DATE PURSUANT TO SECTION 10403
OF THE ELECTIONS CODE**

EXHIBIT 1

DISTRICT SPONSORED ADVISORY MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The Board of Directors for the Mesa Water District submits the following advisory measure to the voters located within the Mesa Water District and the Costa Mesa Sanitary District service areas:

Measure __: Advisory Measure Seeking Public Input Regarding the Potential Consolidation of the Mesa Water District and the Costa Mesa Sanitary District	Response	Vote
Shall the Mesa Water District and the Costa Mesa Sanitary District pursue consolidation if it could result in a one-time savings of up to \$15.6 million, which equates to \$650 per ratepayer, and annual savings of as much as \$2.7 million, which includes wastewater rate reductions of up to 28%, as identified in the Optimal Governance Structure Study prepared by Arcadis U.S. Inc.?	Yes	
	No	



RECEIVED

2016 JUL 27 PM 2:47

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- **3**
August 9, 2016

MEMORANDUM

July 28, 2016

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

I am requesting a supplemental closed session to be held on Tuesday, August 9, 2016, for the Board to consider anticipated litigation pursuant to Government Code section 54956.9(d)(2).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL –
ANTICIPATED LITIGATION – Pursuant to Government Code
Section 54956.9(d)(2).
Number of Cases: One Case.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LAS:nr

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



2016 JUL 28 PM 1:26

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

ORANGE COUNTY
BOARD OF SUPERVISORS

Agenda Item No. SCS- 4
August 9, 2016

MEMORANDUM

July 28, 2016

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, August 9, 2016, 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: *County of Orange v. Tata Consultancy Services
Ltd., et al.*, United States District Court Case No. SACV13-683
JST (JCx).

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

JPC:nr

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



2016 AUG -3 AM 8:55

LEON J. PAGE
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- **S**
August 9, 2016

M E M O R A N D U M

August 3, 2016

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, August 9, 2016, 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 Cases: *Gavin Kirk, et al. v. County of Orange, et al.*,
Orange County Superior Court Case No. 30-2010-00423097;
Reese Schultz, et al. v. Varco International, et al., Orange County
Superior Court Case No. 30-2013-00629446.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:nr

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



County Executive Office

Memorandum

August 5, 2016

To: Robin Stieler, Clerk of the Board

From: Frank Kim, County Executive Officer

Subject: Request for Closed Session on August 9, 2016

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

2016 AUG -5 AM 8:53

RECEIVED

A handwritten signature in black ink, appearing to read "Frank Kim".

Handwritten initials "SCS6" in black ink.

Accordingly, please prepare the Agenda item to read:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR – County Executive Office requests a Closed Session pursuant to Government Code Section 54956.8, to confer with its real property negotiator.

Property Location: John Wayne Airport

County Negotiator: Scott D. Mayer, Chief Real Estate Officer

Negotiating Party: Signature Combs, Inc.
Newport FBO Two, LLC dba Atlantic Aviation

Under Negotiation: Terms and Value of Future Lease

Recommended Action: Conduct Closed Session

cc: Members, Board of Supervisors
Chief Executives
Leon Page, County Counsel