

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 23, 2016

PRESENTATIONS

Deleted

Supervisor Do will be presenting a resolution commending Thomas Martinez on his retirement

CONSENT

10. Deleted

11. Deleted

DISCUSSION

24. Deleted

26. Revised Title to read:

County Executive Office - Approve grant applications/awards submitted by *District Attorney, Sheriff-Coroner, OC Community Resources, Health Care Agency and OC Public Works* and ratify grant application/award submitted by *OC Community Resources* in 8/23/16 grant report and other actions as recommended; *adopt resolution authorizing District Attorney or designee to execute grant award agreement and amendments with California Department of Insurance for Life and Annuity Consumer Protection Program, 7/1/16 - 6/30/17 (\$155,000); and make California Environmental Quality Act and other findings; adopt resolution authorizing Sheriff-Coroner or designee to execute and submit application and grant assurance to California Office of Emergency Services for FY 2016 Homeland Security Grant Program (\$3,285,915); and to take related actions under certain conditions; and adopt resolution authorizing Director of OC Community Resources or designee to negotiate, execute and submit applications, related documents and amendments to State Department of Parks and Recreation for Habitat Conservation Fund Program - All Districts*

CLOSED SESSION

CS-3. Deleted

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

Item: 26

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.

Supplemental Item(s)

- S30A. **County Counsel** - Select Burke Williams & Sorensen and Glaser Weil to provide special advisory and transactional services on an as-needed basis in area of real property law; and authorize County Counsel to execute agreements - All Districts
- S30B. **Sheriff-Coroner** - Ratify agreement 16112123 with State of California for coroner training courses for Commission on Peace Officer Standards and Training, 7/1/16 - 6/30/17 (\$126,071); accept reimbursement for training costs; and authorize Sheriff-Coroner or designee to execute agreement - All Districts
- S30C. **Sheriff-Coroner** - Accept grant award from U.S Department of Justice for 2016 Edward Byrne Memorial Justice Assistance Grant Program (\$377,708); approve form of agreement to transfer funds to participating cities; and authorize Sheriff-Coroner or designee to execute individual city agreements - All Districts
- S30D. **Chairwoman Bartlett** - Adopt resolution approving South Orange County Water Expo Marketing Plan for term ending 10/31/16 to pursue sponsorships with non-profit organizations, private sector organizations and businesses in support of the event administered by 5th District board office and applicable County staff; and make related findings
- SCS5. **DELETED**
Human Resource Services - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957(b):
Title: Ethics Officer
- SCS6. **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)
- SCS7. **Human Resource Services** - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957(b):
Title: Executive Director of Ethics Commission
- SCS8. **County Executive Office** - CONFERENCE WITH REAL PROPERTY NEGOTIATOR - Pursuant to Government Code Section 54956.8:
Property Location: County Owned Property at Former MCAS El Toro
County Negotiator: Scott D. Mayer, Chief Real Estate Officer
Negotiating Party: City of Irvine
Lowe Enterprises Real Estate Group
Future Lessees
Under Negotiation: Terms of and Value of Development and Future Leases

REVISIONS AND SUPPLEMENTALS TO AUGUST 23, 2016 AGENDA - PAGE 2 OF 3

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.

SCS9. **DELETED**

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

Name of Cases: Steve Castillo v. County of Orange, Code Enforcement, Orange County Superior Court Case No. 30-2014-00763116; Diane Le v. County of Orange Code Enforcement, Orange County Superior Court Case No. 30-2014-00763184; Thanh Le v. County of Orange Code Enforcement, Orange County Superior Court Case No. 30-2014-00763189



MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Andrew Do, First District

CC: Brian Probolsky, Valerie Sanchez

[Handwritten signature] for AD

Date: August 22, 2016

RE: Presentation for August 23, 2016 Board Meeting

Please delete the presentation for Park Ranger Thomas Martinez scheduled for tomorrow at 9:00am on August 23, 2016:

Thank you.

RECEIVED
2016 AUG 22 PM 2:56
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS



Continuation or Deletion Request

Date: August 19, 2016
To: Clerk of the Board of Supervisors
From: *X* Shane L. Silsby, Director of OC Public Works *Shane L. Silsby*
Re: ASR Control #: 16-001025, Meeting Date 08/23/16 Agenda Item No. # 10
Subject: OC Public Works Marketing Plan

Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

Request deletion of Agenda Item No. # 10

Comments:

RECEIVED
2016 AUG 19 AM 10:31
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS



Continuation or Deletion Request

Date: August 19, 2016
To: Clerk of the Board of Supervisors
From: Mike Ryan, Director, Social Services Agency *[Signature]*
Re: ASR Control #: 16-000979, Meeting Date 08/23/16 Agenda Item No. # 11
Subject: Social Services Agency Marketing Plan

Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

Request deletion of Agenda Item No. # 11

Comments:

RECEIVED
2016 AUG 19 AM 8:52
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS



Continuation or Deletion Request

2016 AUG - 3 PM 1:33
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

DEPT 1100

Date: August 3, 2016
To: Clerk of the Board of Supervisors
From: Leon J. Page, County Counsel
Re: ASR Control #: 16-000896, Meeting Date 8/23/16 Agenda Item No. #

Leon Page

24

Subject: Deletion of ASR for Selection of Real Property Legal Counsel

23E1

Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

Request deletion of Agenda Item No. # **24**

Comments: Item #31 on 7/26/16 meeting date which was continued to 8/23/16.



AGENDA STAFF REPORT

Agenda Item

26

ASR Control 16-000142

MEETING DATE: 08/23/16
 LEGAL ENTITY TAKING ACTION: Board of Supervisors
 BOARD OF SUPERVISORS DISTRICT(S): All Districts
 SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
 DEPARTMENT CONTACT PERSON(S): Peter DeMarco (714) 834-5777
 Cynthia Shintaku (714) 834-7086

2016 AUG 18 AM 10:14
 COUNTY OF ORANGE

SUBJECT: Grant Applications/Awards Report

CEO CONCUR
 Concur

COUNTY COUNSEL REVIEW
 Approved Resolution to Form

CLERK OF THE BOARD
 Discussion
 3 Votes Board Majority

Budgeted: N/A

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: No

of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A

County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

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

1. Approve Grant Award and Adopt Resolution– District Attorney – Life and Annuity Consumer Protection Program – \$155,000.
2. Approve Grant Application and Adopt Resolution – Sheriff-Coroner – Homeland Security Grant Program – \$3,285,915.
3. Approve Retroactive Grant Award – OC Community Resources/OC Community Services/OC Housing Authority – Family Self-Sufficiency Coordinators – \$259,960.
4. Approve Grant Application and Adopt Resolution – OC Community Resources/OC Parks – Habitat Conservation Fund / BEST: Building Environmental Stewards for Tomorrow at Carbon Canyon and Santiago Oaks Regional Parks – \$152,000.
5. Approve Grant Application and Award – Health Care Agency – Refugee Health Assessment Program (RHAP) – \$320,000.
6. Approve Grant Award – OC Public Works–Santa Ana River Regional Riding and Hiking Trail; Army Corps of Engineers, Santa Ana River Mainstem Project, Reach 9, Phase 5A – \$500,000.
7. Receive and File Grant Report.

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A - Grants Report
- Attachment B-D.A. Resolution
- Attachment B- Sheriff Resolution
- Attachment B- OCCR/OC Parks



Grants Report

DRAFT

County Executive Office/Legislative Affairs

August 23, 2016
Item No. 26
Vol. XXXIV, No. XV

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 23, 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 Grant Award and Adopt Resolution– District Attorney – Life and Annuity Consumer Protection Program – \$155,000.
2. Approve Grant Application and Adopt Resolution – Sheriff-Coroner – Homeland Security Grant Program – \$3,285,915.
3. Approve Retroactive Grant Award – OC Community Resources/OC Community Services/OC Housing Authority – Family Self-Sufficiency Coordinators – \$259,960.
4. Approve Grant Application and Adopt Resolution – OC Community Resources/OC Parks – Habitat Conservation Fund / BEST: Building Environmental Stewards for Tomorrow at Carbon Canyon and Santiago Oaks Regional Parks – \$152,000.
5. Approve Grant Application and Award – Health Care Agency – Refugee Health Assessment Program (RHAP) – \$320,000.
6. Approve Grant Award – OC Public Works–Santa Ana River Regional Riding and Hiking Trail; Army Corps of Engineers, Santa Ana River Mainstem Project, Reach 9, Phase 5A – \$500,000.
7. Receive and File Grant Report.

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

GRANT APPLICATION / AWARD AUTHORIZATION FORM

Today's Date:	August 2, 2016
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Life and Annuity Consumer Protection Program
Sponsoring Organization/Grant Source:	California Department of Insurance (CDI)
Amount Requested/ Awarded:	\$174,223
Application Due Date:	May 11, 2016
Board Date when Board Approved this Application:*	January 12, 2016
Awarded Funding Amount:*	\$155,000
Notification Date of Funding Award:*	July 26, 2016
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO) No	
Does this grant require CEQA findings? No	
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: Budgeted?
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/>
Explain:	
<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>By Minute Order dated January 12, 2016, the Board approved the District Attorney's Annual Grants Application Table and authorized the District Attorney to continue to apply for funding for the recurring grants in fiscal year 2016-17 including Life and Annuity Consumer Protection Program (LACPP).</p> <p>The District Attorney has received funding to participate in the LACPP Program for the past eight years. Fiscal Year 2016-17 will be the ninth year that the District Attorney applies for the prosecution of life and annuity financial abuse by an insurance licensee, a person holding themselves to be an insurance licensee, or a person supporting to be engaged in the business of insurance.</p> <p>This grant will facilitate the prosecution of large complex fraud cases involving life and annuity financial abuse. Many of these cases involve elderly victims. The District Attorney was awarded \$155,000 and requests authorization to sign and execute the attached Grant Award Agreement to accept the grant award to augment its prosecution efforts on these types of cases.</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.
The granting agency, the California Department of Insurance, requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Grant Award Agreement and Board Resolution.	
<u>Will the grant/program create new part or full-time positions?</u>	No new position is required.
<u>Contact:</u>	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Bob Wilson (714) 347-8443 jenny.qian@da.ocgov.com	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

WHEREAS, the County of Orange desires to undertake its project designated “The Life and Annuity Consumer Protection Program” to be funded in part from funds made available through California Insurance Code Section 10127.17 and administered by the California Department of Insurance (hereafter referred to as CDI).

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

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b) (3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Life and Annuity Consumer Protection Program, effective from July 1, 2016 through June 30, 2017, in the amount not to exceed \$155,000.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.

GRANT APPLICATION / AWARD AUTHORIZATION FORM

Today's Date:	August 9, 2016	
Requesting Agency/Department:	Sheriff-Coroner Department	
Grant Name and Project Title:	Homeland Security Grant Program, CDFA 97.067	
Sponsoring Organization/Grant Source:	Department of Homeland Security; California Office of Emergency Services	
Amount Requested/ Awarded:	\$3,285,915	
Application Due Date:	September 9, 2016	
Board Date when Board Approved this Application:*	Pending for 8/23/16	
Awarded Funding Amount:*		
Notification Date of Funding Award:*		
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO) No		
Does this grant require CEQA findings?	No	
What Type of Grant is this?	Competitive <input type="checkbox"/>	Other Type <input checked="" type="checkbox"/> Explain: Offered by federal government to previous recipients
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: Apply for \$3,285,915 in State Homeland Security Program funds from the Department of Homeland Security (DHS) through the California Office of Emergency Services (CalOES).		
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 Homeland Security Grant Program includes the State Homeland Security Program (SHSP) and the Urban Area Security Initiative (UASI), and is intended to provide grant funding to assist state and local governments in obtaining the resources required to support the National Preparedness Goal's (NPG's) core capabilities. The funding supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs in order to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.</p> <p>The 2016 SHSP award will be \$39,402 greater than the previous fiscal year. The Orange County Operational Area (OCoA) will submit a Personnel Cap Waiver Request to CalOES and the Federal Emergency Management Agency (FEMA) for consideration, as stipulated by the federal HSGP guidance. If approved, the waiver will allow the OCoA to spend more than 50% of the 2016 SHSP award to continue support of salaries in the Emergency Management and Homeland Security Divisions.</p> <p>On April 2016, DHS issued the federal-level grant guidance. On July 2016, CalOES issued the state-level guidance, inclusive of budget allocations, and application materials.</p> <p>The application is due to CalOES on September 9, 2016. The grant performance period will begin on September 1, 2016 and it will end on May 31, 2019. The Sheriff-Coroner Department is responsible for administering the grant funds on behalf of the OCoA.</p>		

The Homeland Security Grant Program supports the implementation of risk driven, capabilities-based strategies to address capability targets documented in Urban Area, State, and Regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability targets are established during the THIRA process, and assessed in the State Preparedness Report (SPR), and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

Below are CalOES specific funding priorities for sub-recipients of SHSP funding:

- Information Sharing, Collaboration Capabilities, and Law Enforcement Investigations
- Protect Critical Infrastructure and Key Resources
- Enhance Cybersecurity
- Strengthen Communications Capabilities
- Enhance Medical and Public Health Preparedness
- Countering Homegrown Violent Extremism
- Enhance Community Resilience
- Strengthen Food and Agriculture Security
- Enhance Catastrophic Incident Planning, Response & Recovery Capabilities
- Homeland Security Exercise, Evaluation and Training Programs

CalOES anticipates awarding the Orange County Operational Area a total of \$3,285,915 in State Homeland Security Grant Program funds. Grant funds will be used to support planning, training, exercises, and equipment purchases in support of the state priorities bulleted above. This grant will provide continued funding for existing, grant-funded positions within the Sheriff-Coroner Department.

If the application is approved, the Sheriff-Coroner Department will return to the Board of Supervisors for approval to receive the award and appropriate the funds through a Quarterly Budget Adjustment. There will be no change in net General Fund cost and no additional staff, as there is no match required for this grant.

<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.
<ol style="list-style-type: none"> 1. Authorize the Sheriff-Coroner, or their designee, to sign all necessary application documents required for the submission of the application and supporting documentation to CalOES. 2. Adopt a governing body resolution authorizing the Sheriff, Undersheriff, Assistant Sheriff, or Executive Director to execute any actions necessary for the purposes of obtaining federal financial assistance provided by DHS and sub-granted through CalOES, if those actions do not materially change the terms or amount of the County's commitment as reflected in the above-referenced grant application and assurances. 	
<p>A Board of Supervisors Resolution is required to appoint an agent authorized to execute any actions necessary for the submission of the application and supporting documentation. Wendy Phillips, County Counsel, has reviewed and approved the attached draft Board Resolution.</p>	
<u>Will the grant/program create new part or full-time positions?</u>	No
<u>Contact:</u>	<p>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</p> <p>Lieutenant Martin Ramirez; 714-647-7018 or MRamirez@ocsd.org</p>

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

August 23, 2016

WHEREAS, the United States Department of Homeland Security, through the California Office of Emergency Services, is providing FY 2016 Homeland Security Grant Program funding to local Operational Areas to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events;

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

1. Authorize the following positions to execute, on behalf of the County of Orange, all documents necessary for the FY 2016 Homeland Security Grant Program application and grant assurances;
 - Sheriff-Coroner
 - Undersheriff
 - Assistant Sheriff
 - Executive Director
2. Authorize submission of the grant application to the California Office of Emergency Services for the FY 2016 Homeland Security Grant Program which includes the State Homeland Security Program (SHSP) in the amount of \$3,285,915;
3. Authorize the positions mentioned above to execute, on behalf of the County of Orange, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the United States Department of Homeland Security and sub-granted through the State of California, if those actions do not materially change the terms or amounts of the County's commitment as it is reflected in the above-referenced grant application and assurances.

BE IT FURTHER RESOLVED that this Board will not provide specific matching funds if the grant application is approved.

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.

MEMORANDUM

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 15, 2016
TO: Frank Kim, County Executive Officer
FROM: Steve Franks, Director, OC Community Resources
SUBJECT: Request for Retroactive Approval of Grant Award

On April 21, 2015, the Board of Supervisors authorized OC Community Resources / OC Community Services / Orange County Housing Authority (OCHA) to apply for Family Self-Sufficiency (FSS) Program Coordinator funding through the U.S. Department of Housing and Urban Development (HUD).

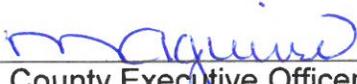
This was a competitive grant administered by HUD. Results of the competition were published in a Press Release on July 18, 2016. Although OCHA had not yet received an official award notice, OCHA initiated the process to take the award to the Board on August 23, 2016. On August 4, 2016, HUD officially notified OCHA of the award and directed OCHA to execute the Grant Agreement no later than August 9, 2016.

In an attempt to comply with Board requirements, OCHA requested HUD provide an extension of the deadline to August 23, 2016 to execute the Agreement. However, the request was denied. Therefore, to prevent the potential loss of award, OCHA confirmed County Counsel had no legal objections to the Grant Agreement and executed the document on August 9, 2016. The total grant award amount is \$259,960 and funds will be used to pay for four existing full-time staff acting as FSS Coordinators for the FSS Program.

As a result of the aforementioned circumstances, coupled with the schedule of available Board meeting dates, OCHA is requesting retroactive approval of the grant award.



Department Head or Designee

Approved: 

County Executive Officer or Designee

GRANT APPLICATION / AWARD AUTHORIZATION FORM

Today's Date:	August 15, 2016
Requesting Agency/Department:	OC Community Resources / OC Community Services / Orange County Housing Authority
Grant Name and Project Title:	Family Self-Sufficiency Coordinators
Sponsoring Organization/Grant Source:	U. S. Department of Housing and Urban Development
Amount Requested/ Awarded:	\$259,960
Application Due Date:	April 20, 2016
Board Date when Board Approved this Application:*	April 21, 2015
Awarded Funding Amount:*	\$259,960
Notification Date of Funding Award:*	July 18, 2016
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO) No	
Does this grant require CEQA findings? No	
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 type="checkbox"/> Recurrent <input checked="" type="checkbox"/>
Explain: The Orange County Housing Authority has administered the Family Self-Sufficiency Program since 1993 with funding renewed by the U.S. Department of Housing and Urban Development on an annual basis.	
<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>On July 18, 2016, the Orange County Housing Authority received notification of funding from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$259,960 for the Family Self-Sufficiency (FSS) Program. The funds provided by HUD under the FSS program are restricted to paying the salary and benefits of FSS coordinators.</p> <p>OCHA's FSS Coordinators provide critical tools that are utilized by Housing Choice Voucher FSS Participants to access services and training needed to help increase their income, build assets through an escrow savings account and prepare for home ownership. In calendar year 2015, more than 60% of households being served by the FSS Coordinators had increased their earnings and had savings accounts. In addition, 12 households graduated from the FSS Program and were employed full-time for six or more months and had increased their income thereby lowering their reliance on the rental assistance payments.</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.
Retroactively authorize the OC Community Resources Director or designee to accept and execute all necessary documents for the Family Self-Sufficiency Coordinators grant administered by the U.S. Department of Housing and Urban Development. A Board Resolution is not required to accept grant award.	
<u>Will the grant/program create new part or full-time positions?</u>	No, grant funding will be used to fund the existing four FSS Coordinator positions.
<u>Contact:</u>	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
John Hambuch – Housing Assistance Manager (714) 480-2830 john.hambuch@occr.ocgov.com Julia Bidwell – Interim Director, (714) 480-2991 julia.bidwell@occr.ocgov.com	

GRANT APPLICATION / AWARD AUTHORIZATION FORM

Today's Date:	August 15, 2016
Requesting Agency/Department:	OC Community Resources / OC Parks
Grant Name and Project Title:	Habitat Conservation Fund / BEST: Building Environmental Stewards for Tomorrow at Carbon Canyon and Santiago Oaks Regional Parks
Sponsoring Organization/Grant Source:	State of California Office of Grants and Local Services
Amount Requested/ Awarded:	\$152,000
Application Due Date:	October 3, 2016
Board Date when Board Approved this Application:*	
Awarded Funding Amount:*	
Notification Date of Funding Award:*	
Is this an Authorized Retroactive Grant Application/Award?	No
Does this grant require CEQA findings? No. The approval of the grant application is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.	
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: No County match is required; if awarded, a 100% match will be funded by the Orange County Department of Education Budgeted?
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/>
<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.
If awarded, grant funds from the State of California Office of Grants and Local Services would be used to provide wildlife area interpretive field trips for K-12 students targeting underserved school districts, community programs and self-guided wildlife activities at Carbon Canyon and Santiago Oaks Regional Parks.	
OC Parks will partner with the Orange County Department of Education (DOE) / Inside the Outdoors to host and present onsite educational programs to introduce and engage youth through nature, science and conservation activities which inspire generations to be environmental stewards. A 100% match is required and funding from the DOE will be utilized to meet the grant requirement.	
<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.
<ol style="list-style-type: none"> 1. Authorize the OC Community Resources Director or designee to apply for the Habitat Conservation Fund grant administered by the California Office of Grants and Local Services. 2. Adopt the attached Resolution, which has been reviewed and approved by Michael Haubert of County Counsel. 	

<u>Will the grant/program create new part or full-time positions?</u>	No new positions will be required for this grant, if awarded.
<u>Contact:</u>	Debbie Cavers, OC Parks Grants Manager; (949) 923-3735; Debbie.cavers@ocparks.com

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

_____, 2016

WHEREAS, the people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the Habitat Conservation Fund Program, setting up necessary procedures governing project application under the HCF Program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the project.

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

1. Approve the filing of an application for the Habitat Conservation Fund Program; and
2. Certify that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project; and
3. Certify that the applicant has or will have sufficient funds to operate and maintain the project, and
4. Certify that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the Grant Administration Guide; and
5. Delegate the authority to the Director of OC Community Resources or designee to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.

6. Agree to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

GRANT APPLICATION / AWARD AUTHORIZATION FORM

Today's Date:	July 18, 2016
Requesting Agency/Department:	HCA
Grant Name and Project Title:	Refugee Health Assessment Program (RHAP) – Grant Number 16-30-90899-00
Sponsoring Organization/Grant Source:	California Department of Public Health (CDPH) – Office of Refugee Health
Amount Requested/ Awarded:	\$320,000
Application Due Date:	August 29, 2016
Board Date when Board Approved this Application:*	NA
Awarded Funding Amount:*	\$320,000
Notification Date of Funding Award:*	June 16, 2016
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO) Yes	
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: Formula Based
County Match?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Amount: Budgeted? Yes
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/>
Explain: Annual	
<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.
The Refugee Health Assessment Program (RHAP) grant supports the Agreement for Provision of Refugee Health Services between County of Orange and Access California Services. Under the Agreement, Access California Services provides health assessment services to newly arrived refugees in Orange County, asylees, entrants from Haiti and Cuba, special visa immigrants, certified victims of human trafficking, and other eligible entrants as required.	
<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.
On June 16 th , 2016, HCA received the RHAP continuation grant for the period of October 1, 2016 through September 30, 2017. In order to access these funds, all required documents must be submitted no later than August 29, 2016. HCA requests that the Board of Supervisors authorize the Agency to submit all required documents, and delegate authority to the HCA Director, or designee, to execute the acceptance of award and the Certification Regarding Lobbying form. James Harman of the office of County Counsel has reviewed the grant agreement and has approved to form.	
<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	

GRANT APPLICATION / AWARD AUTHORIZATION FORM

Today's Date:	Request to be on Board of Supervisor Meeting: August 23, 2016	
Requesting Agency/Department:	OC Public Works	
Grant Name and Project Title:	Santa Ana River Regional Riding and Hiking Trail; Army Corps of Engineers, Santa Ana River Mainstem Project, Reach 9, Phase 5A	
Sponsoring Organization/Grant Source:	2016 S. L. Gimbel Foundation Fund	
Amount Requested/ Awarded:	\$500,000	
Application Due Date:	N/A	
Board Date when Board Approved this Application:*	January 26, 2016	
Awarded Funding Amount:*	\$500,000	
Notification Date of Funding Award:*	August 3, 2016	
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO) No		
Does this grant require CEQA findings? No		
What Type of Grant is this?	Competitive <input type="checkbox"/>	Other Type <input checked="" type="checkbox"/> Explain: Criteria-based, non-competitive
County Match?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> Amount: \$150,000 Budgeted? Yes Fund 404-Santa Ana River
Recurrence of Grant	New <input checked="" type="checkbox"/>	Recurrent <input type="checkbox"/>
Explain: The S. L. Gimbel Foundation (a private, non-profit) has agreed to assist the County in funding the construction costs of the Santa Ana River Regional Riding and Hiking Trail, Reach 5A.		
<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.	
The grant award will assist in funding the construction of a portion of the Santa Ana River Regional Riding and Hiking Trail during the Army Corps of Engineers' Reach 9 Phase 5A Embankment Improvement Project. This is a 3 rd District project. The scope of work (an unfunded betterment in the Corps' project) includes building a retaining wall and widening the dirt trail from 5 feet to 10 feet. The estimated cost of this betterment is \$650,000. The 2016 S.L. Gimbel Foundation Fund will provide \$500,000 and OC Public Works will contribute the balance (\$150,000).		
<u>Board Resolution/Special Instructions:</u>		
<ol style="list-style-type: none"> 1. Authorize the OC Public Works Director, or designee, to accept the 2016 S.L. Gimbel Foundation Fund grant award administered by The Community Foundation. 2. Authorize the OC Public Works Director, or designee, to sign the attached agreement with the 2016 S.L. Gimbel Foundation Fund. 		
<u>Will the grant/program create new part or full-time positions?</u>	No new positions will be necessary. Contractors will be used to construct this project.	
<u>Contact:</u>	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.	
Lance Natsuhara, 714-647-3954, lance.natsuhara@ocpw.ocgov.com Eileen DePuy, 714-955-0255, eileen.depuy@ocpw.ocgov.com		



Continuation or Deletion Request

Date: August 12, 2016
To: Clerk of the Board of Supervisors
From: Scott D. Mayer, Chief Real Estate Officer *for Maguire*
Re: ASR Control #: CS-3, Meeting Date 8/23/16 Agenda Item No. # CS-3
Subject: Conference with Real Property Negotiator

Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

Request deletion of Agenda Item No. # CS-3

Comments:

RECEIVED
2016 AUG 12 PM 2:09
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS



County Executive Office

Memorandum

August 16, 2016

To: Clerk of the Board of Supervisors

From: *for* Frank Kim, County Executive Officer *Maguire*

Subject: Exception to Rule 21

RECEIVED
2016 AUG 17 AM 8:50
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

S30A

The County Executive Office is requesting a supplemental for the August 23, 2016, Board Hearing Meeting.

Agency: County Counsel
Subject: Selection of Real Property Legal Counsel
Districts: All Districts

Reason for supplemental: On July 26, 2016, the Board continued to August 23, 2016 the selection of outside law firms providing specialized legal services in the area of real property law.

Concur:

Lisa Bartlett

Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

**SUPPLEMENTAL AGENDA ITEM
 AGENDA STAFF REPORT**



2016 AUG 17 AM 8:51
 CLERK OF THE BOARD
 ORANGE COUNTY
 BOARD OF SUPERVISORS

MEETING DATE: 08/23/16
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Counsel
DEPARTMENT HEAD REVIEW: Leon Page
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Leon J. Page (714) 834-3303
 Thomas A. Miller (714) 834-6019

SUBJECT: Selection of Real Property Legal Counsel

CEO CONCUR

McGuire
 CEO Signature

COUNTY COUNSEL REVIEW

Approved Agreement as to form
 Action
Leon Page
 County Counsel Signature

CLERK OF THE BOARD
 Discussion

3 Votes Board Majority

Budgeted: Yes

Current Year Cost: N/A

Annual Cost: See Financial Impact Section

Staffing Impact: No

of Positions: N/A

Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section

County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Select Burke Williams & Sorensen to provide special advisory and transactional services on an 'as-needed' basis in the area of real property law and authorize County Counsel to execute the standard agreement for legal services substantially in the form attached.
2. Select Glaser Weil to provide special advisory and transactional services on an 'as-needed' basis in the area of real property law and authorize County Counsel to execute the standard agreement for legal services substantially in the form attached.

SUMMARY:

Selecting Burke Williams & Sorensen, and Glaser Weil, to provide special advisory and transactional services on an 'as-needed basis' in the area of real property law will assist the County in completing future large-scale real estate projects.

BACKGROUND INFORMATION:

In conjunction with CEO Real Estate, County Counsel conducted a recruitment for special advisory and litigation counsel to provide real property legal services for the County including, advice concerning real estate transactions, leasing, licensing, title matters, real estate development, financing, acquisitions, dispositions, public-private partnerships, title insurance and survey, environmental matters, constructions contracts, California Environmental Quality Act, and zoning and entitlement matters ("Real Property Legal Services").

A Request for Statement of Qualification (attached as Attachment A) was released, posted to Bidsync and mailed to 42 law firms. In response, 14 law firms responded with Statements of Qualification. Based upon four panelists' (from CEO Real Estate and County Counsel) independent review of the written proposals (see written evaluation scoring attached as Attachment B), the six top rated firms were interviewed by an evaluation panel made up of staff from CEO Real Estate and County Counsel. Each firm was offered time to make a presentation and was asked the same general set of predetermined questions. Based upon a compilation of the panelists' individual evaluations and scores, the County Counsel's Office recommends Burke Williams & Sorensen, and Glaser Weil to be the firms to provide special advisory services in the area of real property law. The average scores for the six firms interviewed are shown on Attachment B.

The recommended firms have done conflict checks and found no current representations that constitute a conflict with representing the County. The standard hourly rate structure for Burke Williams & Sorensen, and Glaser Weil are set forth on Attachment C.

Burke, Williams & Sorensen is a California based firm with over 100 attorneys. The firm currently serves the legal needs of over 200 local governmental entities, including cities, counties, joint powers authorities, special districts and school districts. The firm regularly represents public agencies throughout California in connection with real estate matters including land use, entitlement, zoning and permitting matters, due diligence, title and survey review, negotiation and drafting of retail and commercial leases, licenses, easement agreements, exclusive negotiating agreements, purchase and sale agreements, ground leases, the BRAC process, and public contracting and construction. The firm has helped the City of Albany prepare an EIR for a waterfront development master plan, the City of Orinda with an EIR for mixed-used development, and the City of Concord in selecting a master developer for former Concord Naval Weapons Station property. The legal team that will serve the County consists of 18 attorneys divided into six different real property areas of law. The team will be led by partner Gerald Ramiza. The biographies for the lead attorneys who are proposed to provide legal services are set forth on Attachment D.

Glaser Weil has California offices in Newport Beach, Los Angeles and San Francisco. The firm has experience representing owners, developers, private-equity investors, and lenders in all aspects of real estate-related transactions including acquisitions, dispositions and development of major commercial real estate assets, commercial leasing transactions and real estate financing. The firm often takes on the role of outside general counsel for clients and negotiates purchase agreements, conducts due diligence, and helps finalize finance documents. The firm's legal team will be led by partners Peter Breckheimer and Saul Breskal. The biographies for the lead attorneys who are proposed to provide legal services are set forth on Attachment D.

These selected firms will provide special advisory services to CEO Real Estate and County Counsel. The proposed scope of services is set forth in the contract for legal services, attached as Attachment F. For the reasons discussed above, the County Counsel's Office recommends your Board select Burke Williams & Sorensen, and Glaser Weil to provide special advisory and transactional services in the area of real property law.

FINANCIAL IMPACT:

Legal services will be provided on an "as needed" basis for each project. Based on the past contract year, County Counsel anticipates, the combined cost for these contracts to be approximately \$150,000 annually and will vary from year to year. The legal services for OCFCD that may be provided will be paid from Flood Control Funds (404). General Fund real estate costs will be funded out of Fund 100/Budget Control 017 and may be reimbursed from El Toro Improvement Fund 15T, Real Estate Development Program Fund 135, OC Parks Fund 405 or Dana Point Harbor Tidelands Fund 108 as appropriate. Some of these costs may also be reimbursed by County departments based on real estate services provided to them and will be budgeted by those departments.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A - Request for Statement of Qualifications
- Attachment B – Written and Interview Evaluation Scoring
- Attachment C - Hourly Rates for Burke William & Sorensen, and Glaser Weil
- Attachment D – Biographies for Burke William & Sorensen Lead Attorneys
- Attachment E – Biographies for Glaser Weil Lead Attorneys
- Attachment F - Legal Services Contract

**COUNTY OF ORANGE
OFFICE OF COUNTY COUNSEL**

**REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR SPECIAL COUNSEL FOR LEGAL ADVICE AND REPRESENTATION
IN THE AREA OF REAL PROPERTY**

The County Counsel's office of the County of Orange ("County Counsel") is seeking Statements of Qualifications ("SOQ") from attorneys and law firms to provide legal services to the Board of Supervisors for the County of Orange ("County").

Any SOQ submitted must be received
by 5:00 p.m. on February 26, 2016.

It should be addressed to:

Leon J. Page
County Counsel
County of Orange
333 W. Santa Ana Blvd., Ste. 407
P.O. Box 1379
Santa Ana, California 92702-1379

Attention: Thomas A. Miller,
Supervising Deputy County Counsel

Details of the manner of submission, number of copies to be submitted, etc., are explained in sections IV and VI of this Request for SOQ below.

Preparation and submission of an SOQ by interested attorneys and firms will be at no cost or obligation to the County. County reserves the right to, at any time, abandon or terminate its efforts to contract for said services without obligation to any attorney or firm which responds to this Request for SOQ. SOQs and other materials submitted will become property of the County and will not be returned.

Questions and requests for clarification/interpretations related to this SOQ must be submitted in writing prior to twenty-four (24) hours before the deadline for submission of

SOQs to the attention of Thomas A. Miller, Supervising Deputy County Counsel, at the address listed above, or e-mail at thomas.miller@coco.ocgov.com.

I. INTRODUCTION

County Counsel is seeking qualified outside counsel to provide real property and related legal services to assist the County on an as-needed basis in real property matters, including, but not limited to, real estate transactions, leasing, licensing, title matters, real estate development, financing, acquisitions, dispositions, public-private partnerships, title insurance and survey, environmental matters, construction contracts, California Environmental Quality Act, and zoning and entitlement matters (“County Real Property Legal Services”). The attorney(s) or law firm(s) selected to provide the County Real Property Legal Services should be located in, or have significant experience in Orange County. County Counsel is seeking SOQs from qualified and responsible attorneys or law firms who are willing to enter into the County’s standard Legal Services Agreement (the form of which is attached hereto as Attachment E) and to perform the County Real Property Legal Services described herein. Interested attorneys or law firms may submit information requested in response to this Request for SOQ.

II. PURPOSE

The intent of this request for Statement of Qualifications is to enable County Counsel to recommend two attorneys or law firms for consideration by the Board of Supervisors for selection to provide the legal services required by the County in connection with the scope of services and/or County Real Property Legal Services described herein.

III. DESCRIPTION OF LEGAL SERVICES REQUIRED AND THE SHOWING OF QUALIFICATIONS REQUIRED

The attorney(s) or law firm(s) will be required to provide the personnel and all necessary support and equipment, including computer hardware and software, sufficient and adequate to perform the services described herein. The firm will need to prepare written interim and final reports, updates, and summaries for each phase of work as requested by the assigned Deputy County Counsel.

In its SOQ, each attorney or firm shall demonstrate qualifications that shall include, but not be limited to, an understanding of any applicable federal and/or state laws in the area of law applicable to the County Real Property Legal Services.

The selected attorney(s) or law firm(s) will be required to perform all required legal services in the areas of law or County government or operations described above, including but not limited to any or all of the following services and others as directed by the assigned Deputy County Counsel (“Scope of Services”):

1. Perform all normal and customary duties required of special counsel in connection with the County Real Property Legal Services.
2. Advise County staff as to procedures, legality of documents, policy concerns, and legal implications concerning the County Real Property Legal Services.
3. Advise County regarding the requirements of real property law and other state and federal laws relevant to the County Real Property Legal Services.
4. Assist County in negotiation, drafting and implementation of contracts, correspondence, and related documents arising out of or related to the County Real Property Legal Services and/or to the applicable area of County operations.
5. Attend meetings of the Board of Supervisors and relevant staff meetings, as requested by County Counsel.
6. Prepare submissions, resolutions, notices, pleadings, and other legal documents necessary for the County Real Property Legal Services or the applicable area of County operations.
7. Provide representation in hearings, arbitrations, mediations, and any related litigation arising out of the County Real Property Legal Services or the applicable area of County operations.

IV. STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL REQUIREMENTS

Attorney(s) and law firm(s) qualified and interested in performing the tasks generally described above, are asked to submit the following information formatted into sections 1-7 as requested below. Failure to follow the required format may result in disqualification. The SOQ each attorney or firm submits is limited to 10 pages (excluding attachments). Resumes, copies of licenses/certifications, lists of clients, etc. may be appended to the SOQ and will not be included in the 10-page limit. No schedule of rates or fees will be due at this time, and inclusion of such information may result in no further consideration of the SOQ.

1. Submission of SOQs

One (1) original and nine (9) copies of the SOQ should be submitted in one envelope.

2. General Information

A General Information Sheet (Attachment A hereto) should be completed. The sheet must list a lead attorney who has primary responsibility for the work. Agreement terms will not permit substitution of lead attorneys without prior written approval of the County.

3. Qualifications of Personnel

Please provide a description of the qualifications of all professional personnel to perform work under an Agreement with the County, a resume for each professional, and a statement indicating to what extent or percent each will be assigned in performing the Scope of Services.

4. Certification of Personnel

The principal attorney or principal of the firm will need to verify and certify the resumes, including the academic record, experience, and professional license of the lead lawyers and professional personnel identified in Items IV-2 and IV-3 above.

5. Experience

List significant experience, in the area of expertise required and described above, as to each of the professionals listed as available to perform work for the County Real Property Legal Services and those who will be directly responsible for their work product. The list should include information such as: real estate transactions, leasing, licensing, title matters, real estate development, financing, acquisitions, dispositions, public-private partnerships, title insurance and survey, environmental matters, construction contracts, California Environmental Quality Act, and zoning and entitlement matters, the names of the public entities or private property owners represented. Also list all major real property transactions for which the attorney or firm was retained in the past 10 years, listing all parties involved, the project involved, the outcome.

6. Attorney/Firm General Description

Provide a short description of your office's or firm's organization with attached organization chart identifying those listed in Items IV-2 and IV-3 above. Provide also a short description of your office's or firm's overall approach to the handling of real property matters, including, if applicable, specific techniques that will be used, expert valuation witnesses employed, and specific administrative and operational management expertise that will be employed. Describe how you would approach and staff the project.

7. Conflict of Interest

Please disclose any financial, business, professional, or other relationship the firm has with any person or entity that is in a position adverse to County. Please describe your firm's system for identifying possible conflicts of interest. The attorney/firm will be expected to have a system to identify possible conflict of interests and to notify County Counsel of these conflicts at the earliest possible opportunity so as to avoid any possible prejudice to County. The attorney/firm will be expected to comply with the Conflict of Interest Policy for Outside Counsel adopted by the Board of Supervisors (Attachment C), in addition to obligations imposed on attorneys under the Rules of Professional Conduct and under law.

V. SELECTION PROCESS

Selection of the attorney(s) or law firm(s) will be a four-step process:

Step One: Screening of the SOQs by a review panel: All SOQs meeting the submittal requirements will be evaluated by a review panel.

1. The names of the review panel members will not be revealed to the attorney(s) or law firm(s) prior to the interviews. Individual or composite scoring by the review panel members will not be revealed.
2. Members of the review panel will review the SOQ submissions to determine those firms to be invited for an oral presentation and interview. This determination shall be made based on the review panel members' separate and independent review and scoring of the SOQ written submissions based on the criteria, scoring system and weighting applicable to the written SOQ submissions, as described in Attachment D hereto.

Step Two: Based solely on the highest cumulative totals of the review panel members' independent scoring of the written SOQ submissions, a list of finalists (no fewer than four (4) and no more than eight (8), depending on how many SOQs are received) will be generated and finalists will be notified when their presentations and interviews are scheduled. Finalists will be interviewed using the same set of primary questions to be posed to all finalists (with any reasonable and necessary follow-up questions on each issue) by the review panel. Finalists will also be given an opportunity to make an opening presentation of approximately 10 minutes unless you are notified otherwise as to the presentation's length (adequate notice of any modification of the presentation's permitted length shall be provided prior to the interview). Principal attorneys or principal team members of the firm should participate in the interview. The proposed Lead Attorney should lead the presentation.

Step Three: Members of the review panel shall each independently score each finalist's responses and performance during the interviews based on a uniform scoring system, with the format, criteria and weighting of criteria to be decided by the review panel, tailored to fit the particular recruitment, prior to conducting any of the interviews. The weighting to be assigned to the scores received by the attorneys or firms on their written submissions relative to the scores they received during the interviews shall be decided upon by the review panel prior to conducting any interviews of the finalists. Each attorney's or firm's interview scores shall then be added to its total score from the

SOQ written submissions. From those total scores, the review panel will derive a preliminary ranked list of the finalists from highest to lowest in their total scores. The review panel may then discuss the outcome of the rankings and discuss whether any compelling reasons exist to adjust the rankings. Based on the review panel's scores and any adjustments which they agree on, the review panel shall then issue a list of the finalists with their final rankings according to which attorney(s) or law firm(s) the panel believes best meet the County's requirements for counsel.

Step Four: Based on the review panel's final rankings, County Counsel will submit recommendations to the Board of Supervisors for selection of the two top-ranked attorneys or law firms to represent the County, along with a detailed description, if applicable, of whether and why the review panel issued final rankings that varied in any manner from the raw cumulative scores of the finalists' total scores for SOQ submissions and interviews.

VI. SUBMITTAL INSTRUCTIONS

Attorney(s) or law firm(s) desiring to respond to this request are asked to submit one (1) original and nine (9) copies of the Statement of Qualifications.

SOQ's are due by 5:00 PM (PST) on February 26, 2016, and may be mailed or hand delivered in a sealed package to the following address:

Leon J. Page, County Counsel
 County of Orange
 333 W. Santa Ana Blvd., Ste. 407
 P.O. Box 1379
 Santa Ana, CA 92702-1379
 Attention: Thomas A. Miller, Supervising Deputy County Counsel

VII. OTHER PROCEDURAL INFORMATION

The County reserves the right to negotiate modifications with any attorney or law firm as necessary to serve the best interests of the County. Any proposal may be rejected if it is conditional, incomplete or deviates from specifications in this SOQ. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver will not excuse an attorney or law firm from full compliance with all other components of the SOQ. Attorney responding with an SOQ should be aware that execution of a contract and

provision of legal services to the County may result in assigned attorneys becoming designated employees for the purposes of filing a Statement of Economic Interest (Form 700).

Nothing contained in this request for Statement of Qualifications shall create any contractual relationship between the County and any responding attorney or law firm.

Attorney(s) or law firm(s) are solely responsible for any costs incurred in the development and submission of the SOQs or any other presentation, in response to the SOQ.

ATTACHMENT A

GENERAL INFORMATION SHEET
FOR REQUEST FOR PROPOSAL

Please complete and place at the front of your Statement of Qualification. All information submitted with your Statement of Qualification will be maintained in confidence only to the extent permitted by state and federal law.

Legal Name of Attorney/Firm

Corporation Identification
Number and Federal Employer
Identification Number

Date

Address

Type of Organization (Partnership, Corporation, etc.)

Name of Lead Attorney, Title, State Bar Number

Name, Title and Telephone Number of Contact for this Proposal

Mailing Address of Contact Person

Listing of key support professionals proposed, and areas of responsibility:

ATTACHMENT B

LISTING OF SIGNIFICANT MATTERS
WITHIN THE PAST TEN YEARS

Matter	Public Entity (or other Client)	Status or Outcome	Comments*
--------	---------------------------------	-------------------	-----------

*Include information requested in Item IV.5. of the Request for Statement of Qualifications as well as any other relevant information concerning subject matter.

ATTACHMENT C

COUNTY'S CONFLICT OF INTEREST POLICY
FOR OUTSIDE COUNSEL

Without limitation as to, or alteration of, obligations otherwise imposed on attorneys with respect to the County under the Rules of Professional Conduct or under other applicable law, and in addition to such obligations, attorneys agree to comply with the following portion of the Conflicts of Interest Policy adopted by County's Board of Supervisors on September 24, 1985:

“It is the policy of the Orange County Board of Supervisors, on behalf of County and all other governmental entities of which it is the governing board, to prohibit the employment by any attorneys or law firm adverse to County while simultaneously being employed by County, unless the Board is advised of, and gives specific consent to, such adverse employment.

Any law firm which has been retained by County which desires employment which is or may be adverse to County shall transmit a statement of such desire to the County Counsel prior to undertaking such employment. The statement shall include a description of the employment and the reasons, if any, why County should consent. The County Counsel will forward the request to the Board of Supervisors with recommendation for action.”

If the Board of Supervisors declines to consent to the employment, the attorney or law firm shall decline any such employment. The authority to give consent of County is not delegated to any officer or employee of County.

The County recognizes that this policy may exceed the Rules of Professional Conduct 4-101 and 5-102 of the State Bar of California. Where applicable, attorneys employed by the County shall comply with such rules in securing necessary consent from their other clients.

ATTACHMENT D

PROJECT: REAL PROPERTY COUNSEL
 STATEMENT OF QUALIFICATIONS
 [SAMPLE] EVALUATION/SCORING
 OF WRITTEN SUBMISSIONS

ATTORNEY/FIRM: _____

EVALUATION CRITERIA	WEIGHT	SCORE (0-10)	WEIGHT X SCORE	COMMENTS
1. Compliance with RFQ Process (1 original and 9 copies of Proposal submitted; general information; qualifications of personnel; certification of personnel; experience; methodology; conflict of interest)	3			
2. Qualifications of Lead Attorney	10			
3. Qualifications of Other Personnel	7			
4. Relevant Experience in Specific Matters Related to the Subject of RFQ	10			
5. Special Legal Expertise	10			
6. Evaluation of Firm's Organization and Approach to Handling Similar Matters	8			
7. Evaluation of Proposed Staffing for County Property Legal Services	7			
8. Evaluation of Disclosure of Conflicts of Interest and System of Recognizing and Avoiding Conflicts of interest	5			
TOTALS				

*Maximum total score = 600 pts.

Review Panel Member: _____

Date: _____

ATTACHMENT E

AGREEMENT

BY AND BETWEEN

THE COUNTY OF ORANGE AND

AND [*NAME OF FIRM*]

FOR PROFESSIONAL LEGAL SERVICES

[*Date*]

AGREEMENT WITH *[Name of Law FIRM]*
FOR PROFESSIONAL LEGAL SERVICES

This Agreement for Professional Legal Services (this “Agreement”) is effective *[Insert DATE]* by and between the County of Orange, a political subdivision of the State of California (the “County”) and *[Name of Law FIRM]* (“Attorneys”). County and Attorneys are sometimes individually referred to as “Party,” or collectively referred to as “Parties.”

RECITALS

WHEREAS, the County desires to contract for professional legal services; and

WHEREAS, Attorneys provide professional legal services, and are particularly qualified to perform required services due to their legal competence and expertise; and

WHEREAS, County desires to retain Attorneys’ services in connection with the Scope of Services provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Work:** The Scope of Work for this Agreement is attached hereto and incorporated herein by this reference as Attachment A.
2. **Compensation:** The compensation to be paid to Attorneys for performing services in accordance with this Agreement is specified in Attachment B, which is attached hereto and incorporated herein by this reference, and includes full compensation for providing all services performed under this Agreement. The list of Attorneys’ personnel classifications under this Agreement and their respective hourly rates are set forth on Attachment B, which classifications may be amended from time to time as necessary by the Attorneys and the Office of the Orange County Counsel (“County Counsel”) through letter agreements. However, the approved hourly rates set forth in this Agreement may not be amended or increased without approval of the County Board of Supervisors (“Board of Supervisors”).
3. **Invoicing/Payment:** All invoicing and payment for services performed under this Agreement shall be as specified in Attachment B hereto.
4. **Agreement Term:** The Term of this Agreement shall commence on the date of execution by the County Counsel and shall continue until completion of the matters for which Attorneys have been retained, unless sooner terminated as provided herein.
5. **Professional Conflict of Interest:** Without limitation as to, or alteration of, obligations otherwise imposed on Attorneys with respect to County under the Rules of Professional Conduct or under law, and in

addition to such obligations, Attorneys agree to comply with the following portion of the Conflicts of Interest Policy adopted by the County's Board of Supervisors on September 24, 1985:

“It is the policy of the Orange County Board of Supervisors, on behalf of County and all other governmental entities of which it is the governing board, to prohibit the employment by any law firm adverse to County while simultaneously being employed by County, unless the Board is advised of, and gives specific consent to, such adverse employment.

“Any law firm which has been retained by County which desires employment which is or may be adverse to County shall transmit a statement of such desire to the County Counsel prior to undertaking such employment. The statement shall include a description of the employment and the reasons, if any, why County should consent. The County Counsel will forward the request to the Board of Supervisors with recommendation for action.”

If the Board of Supervisors declines to consent to the employment, the law firm shall decline any such employment. The Board's authority to give consent of County is not delegated to any officer or employee of County.

The County recognizes that this policy may exceed the limitations set forth in the California Rules of Professional Conduct of the State Bar of California. Where applicable, law firms employed by the County shall comply with such rules in securing necessary consent from their other clients.

6. **General Conflicts of Interest:** The Attorneys 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 Attorneys; the Attorneys' employees, agents, and relatives; sub-tier Attorneys and third parties associated with accomplishing services hereunder. The Attorneys' efforts shall include, but not be limited to establishing precautions to prevent their 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. The Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Attorneys shall not, during the period of this Agreement, employ or offer employment to any County employee for any purpose.

7. **Confidentiality and Communication with County:** Attorneys shall maintain the confidentiality of all information which they may acquire arising out of or connected with activities under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Attorneys shall inform all of their principals, employees and agents providing services hereunder of the confidentiality provisions of this Agreement.

Attorneys recognize that their relationship with County and its agents and employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through County is confidential and privileged. Attorneys warrant that they shall not disclose or use in any manner whatsoever any of the information from County's officers, employees, and agents in connection with said relationships or proceedings. Attorneys understand that the County Counsel is the legally empowered legal representative of County and its officers and employees and Attorneys shall not

without specific direction from the County Counsel communicate with, advise or represent County officers or employees (with the exception that members of the Board of Supervisors may of course engage in attorney-client privileged communications directly with Attorneys without such prior direction to Attorneys from County Counsel). These confidentiality obligations shall survive this Agreement's termination or expiration.

8. **Independent Contractors:** Attorneys shall be considered as independent contractors and neither Attorneys, its employees, nor anyone working under Attorneys shall be considered an agent or an employee of County. Neither Attorneys, their employees, nor anyone working under Attorneys shall qualify for workers' compensation or other fringe benefits of any kind through County.

9. **Assignment or Sub-Contracting:** 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 Agreement nor any portion thereof may be assigned or sub-contracted by Attorneys without the express written consent of County. Any attempt by Attorneys to assign or sub-contract the performance or any portion thereof of this Agreement without the express written consent of County shall be invalid and shall constitute a material breach of this Agreement. However, Attorneys may retain consultants or experts as Attorneys deem appropriate after receiving County Counsel's written approval in an amount not to exceed \$150,000 per contract, or in amounts in excess of \$150,000 if approved by the County Board of Supervisors (see Attachment B).

10. **Performance:** Attorneys shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to County's satisfaction. Attorneys shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services performed by the Attorneys under this Agreement. Attorneys shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, materials, and supplies necessary therefore; shall at their 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 services; and, if permitted to subcontractors, shall be fully responsible for all work performed by subcontractors.

11. **Compliance with Laws:** Attorneys represent and warrant that services to be provided under this Agreement shall fully comply, at Attorneys' 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. Attorneys acknowledge that County is relying on Attorneys to ensure such compliance, and pursuant to the requirements of section 15 below, Attorneys agree that they 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.

12. **Attorneys' Personnel:** Attorneys warrant that all Attorneys' personnel engaged in the performance of work under this Agreement shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by the County. County expressly retains the right to have any of the Attorneys' personnel removed from performing services under this Agreement to the County. Attorneys shall effectuate the removal of the specified Attorneys personnel from providing any services to the County under this Agreement within one business day of notification by County Counsel. County Counsel's Supervising Attorney shall submit the request in writing to the Attorneys. The County is not required

to provide any reason, rationale or additional factual information if it elects to request any specific Attorneys personnel be removed from performing services under this Agreement.

Attorneys' Supervising Attorney for this Agreement shall be [*Name*]. Attorneys' Supervising Attorney shall have full authority to act for Attorneys on all daily operational matters under this Agreement and shall serve as or designate lead counsel ("Lead Counsel") for all activities performed under the scope of services described below. Designation of Lead Counsel shall be subject to County Counsel's written approval. Any change in Attorneys' Supervising Attorney shall be first authorized in writing by County Counsel's Supervising Attorney.

County Counsel's designated Supervising Attorney under this Agreement shall be Deputy County Counsel [*Name*]. County Counsel's Supervising Attorney shall have authority to act for County, within the scope of his or her authority, on all daily operational matters under this Agreement and shall review and approve all Attorneys' reports, whether written or verbal, and any change in Attorneys' Supervising Attorney or Lead Counsel. Whenever County Counsel designates a Supervising Attorney or change in Supervising Attorney, he, she or his or her designee shall notify Attorneys in writing.

13. **Reports/Meetings:** The Attorneys shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Agreement. The County and the Attorneys will meet on reasonable notice to discuss the Attorneys' performance and progress under this Agreement. If requested, the Attorneys' personnel shall attend all meetings. The Attorneys shall provide such information that is requested by the County for the purpose of monitoring progress under this Agreement.

14. **Patent/Copyright Materials/Proprietary Infringement:** Attorneys shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. Attorneys warrant that any materials and 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. Attorneys agree that, in accordance with the more specific requirement contained in the Indemnification section below, they shall indemnify, defend and hold County Indemnitees (as defined below) 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.

15. **Indemnification:** Attorneys agree to indemnify, defend with counsel approved in writing by County, and hold harmless 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") from any and all 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 negligent performance of services pursuant to this Agreement. If judgment is entered against Attorneys and County (or any County Indemnitee), by a court of competent jurisdiction because of the concurrent active negligence of Attorneys and County or County Indemnitees, Attorneys and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

16. **Insurance Provisions:**

Prior to the provision of services under this Agreement, Attorneys agree to purchase all required insurance at Attorneys' expense and to deposit with the County Counsel, Certificates of Insurance, including all

endorsements required herein, necessary to satisfy County Counsel’s Supervising Attorney that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County Counsel during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of Attorneys pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for Attorney.

If the attorneys fail 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 licensed to do business in the state of California (California Admitted Carrier) or have 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**.

If the insurance carrier is not an admitted carrier in the state of California and 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.

Self-Insured Retentions

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 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), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

Required Coverage

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	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicle	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

Commercial General Liability Policy

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 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).

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) 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.

Automobile Liability Policy

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.

Professional Liability Coverage

If Attorneys’ Professional Liability policy is a “claims made” policy, Attorneys shall agree to maintain professional liability coverage for two years following completion of Agreement.

Waiver of Right of Subrogation

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

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

Notice of Cancellation

All insurance policies required by this Agreement shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

Insurance Certificates

Insurance certificates should be forwarded to County Counsel at the address listed for Notices in this Agreement.

Change in Coverage Requirements

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

County Counsel's Supervising Attorney shall notify Attorneys in writing of changes in the insurance requirements. If Attorneys do not deposit copies of acceptable certificates of insurance and endorsements with County Counsel incorporating such changes within thirty days of receipt of such notice, this Agreement may be in breach without further notice to Attorneys, and County shall be entitled to all legal remedies.

Procuring of Insurance Is Not a Limitation of Liability

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

17. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Agreement by the Attorneys. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Attorneys without the express written consent of the County.

18. **Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Attorneys in the performance of this Agreement will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Attorneys after completion or termination of this Agreement without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Agreement.

19. **Records:** The Attorneys shall keep an accurate record of time expended by Attorneys and the subcontractors working for Attorneys in the performance of this Agreement. Such record shall be available for periodic inspection by the County at reasonable times.

20. **Audits/Inspections:** Attorneys agree 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 Attorneys for the purpose of auditing or inspecting any aspect of performance under this Agreement. The

inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Attorneys will be provided reasonable notice of such an audit or inspection.

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

Attorneys agree to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated under this Agreement or by law. Attorneys agree to allow interviews of any employees or others who might reasonably have information related to such records. Further, Attorneys agree to include a similar right to the County to audit records and interview staff of any subcontractors related to performance of this Agreement.

Should the Attorneys cease to exist as a legal entity, the Attorneys' 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 Counsel's Supervising Attorney.

21. **Termination for County's Convenience:** Services performed under this Agreement may be terminated in whole or in part at any time County deems termination of this Agreement to be in its best interests. County Counsel's Supervising Attorney shall terminate services by delivering to Attorneys a written Termination Notice specifying the extent to which services are terminated and the effective termination date. After receiving a Termination Notice and unless otherwise directed by County Counsel's Supervising Attorney, Attorneys shall:

- a) Take all necessary steps to stop services on the date and to the extent specified in the Termination Notice.
- b) Complete services not terminated by the Termination Notice.
- c) Complete and submit a written Closing Report within 30 days after the termination date, including a brief description of any outstanding legal issues or matters which are pending with Attorneys (including a discussion of applicable law) a list and description of all scheduled meetings, court appearances or matters which Attorneys were to attend and an assessment of the accomplishments of Attorneys' engagement.
- d) Submit final billing for terminated services no later than sixty (60) calendar days from the effective termination date. If Attorneys fail to submit a final billing within the time allowed, County may determine, on the basis of information available to it, the amount, if any, due to Attorneys. After County makes a determination, it shall pay Attorneys that amount. County's determination shall be final.
- e) Provide County Counsel's Supervising Attorney with copies (electronic and hard copies) of all files and attorney work product for any matters in which Attorneys were retained by County. This includes any computerized index, computer programs and document retrieval systems created or used for the matters. When instructed by County Counsel's Supervising Attorney, Attorneys shall file with the court the appropriate substitution of counsel.

22. **Breach of Agreement:** The failure of the Attorneys to comply with any of the terms, provisions, covenants or conditions of this Agreement shall constitute a material breach of this Agreement. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- a) Afford the Attorneys written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Agreement within which to cure the breach; and/or
- b) Discontinue payment to the Attorneys for and during the period in which the Attorneys are in breach; and offset against any monies billed by the Attorneys but yet unpaid by the County those monies disallowed pursuant to the above; and/or
- c) Terminate the Agreement immediately, without penalty to the County.

23. **Consent to Breach Not Waiver:** No term or provision of this Agreement 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.

24. **Remedies Not Exclusive:** The remedies for breach set forth in this Agreement 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 Agreement does not preclude resort by either Party to any other remedies provided by law.

25. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

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

For Attorneys: Name: *[Name of Firm]*
 Address: *[Firm Address]*
 Attn.: *[Name of Attorneys' Supervising Attorney]*
 Title:
 Phone:
 Fax:
 email:

For County: Name: Office of the Orange County Counsel
 Address: P.O. Box 1379
 Santa Ana, CA 92702
 Attn.: *[Name of County Counsel's Supervising Attorney]*
 Title:
 Phone:
 Fax: (714) 834-2359
 email:

26. **County Child Support Enforcement:** In order to comply with child support enforcement requirements of County, within 30 days of the effective date of this Agreement, Attorneys agree to furnish to the County Counsel's Supervising Attorney a fully completed and executed certification in the form of Attachment D. It is expressly understood that this data will be transmitted to government agencies charged with the establishment and enforcement of child support orders, and for no other purposes.

Failure of the Attorneys to timely submit the data and/or certification required above or to comply with all federal and state 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 this Agreement.

27. **Employee Eligibility Verification:** The Attorneys warrant that they fully comply with all Federal and State statutes and regulations regarding the employment of aliens and others and that all Attorneys' employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Attorneys 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 Attorneys shall retain all such documentation for all covered employees for the period prescribed by the law. The Attorneys shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and County Indemnitees from employer sanctions and any other liability which may be assessed against the Attorneys or the County/County Indemnitees 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 Agreement.

28. **Conflicts of Interest/California Political Reform Act:** Attorneys may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this Agreement, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700). If subject to the Act, Attorneys shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of this Agreement by County. Pursuant to Section 15 "Indemnification," Attorneys shall indemnify and hold harmless County for any and all claims for damages resulting from Attorneys' violation of this Section.

29. **Entire Agreement:** This Agreement, including Attachments A, B, C and D, which are attached hereto and incorporated herein by this reference, contains the entire Agreement between the Parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein.

30. **Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties.

31. **Governing Law and Venue:** This Agreement 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, without reference to

conflict of laws provisions. In the event of any legal action to enforce or interpret this Agreement, 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 venue.

32. **Appropriation/Contingency of Funds:** This Agreement is subject to and contingent upon applicable budgetary appropriations being approved by the Board of Supervisors for each fiscal year during the Term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the County.

33. **Taxes:** Unless otherwise provided herein or by law, the compensation provided for herein includes California state sales or use tax applicable now or in the future.

34. **Change of Ownership:** Attorneys agree that if there is a change or transfer in ownership of Attorneys' business prior to completion of this Agreement, the new owner(s) or successor(s) to Attorneys shall be required to provide documentation satisfactory to the County that the new or owner(s) or successor(s) have assumed and will assume Attorneys' duties and obligations contained in this Agreement and that this Agreement constitutes a valid and fully binding agreement of such new owner(s) or successor(s).

35. **Publication:** No copies of schedules, written documents, and computer based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Agreement, are to be released by Attorneys and/or anyone acting under the supervision of Attorneys 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 Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

36. **Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

37. **Severability:** If any term, covenant, condition or provision of this Agreement 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.

38. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

39. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

40. **Interpretation:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. 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 it has not been influenced to any extent whatsoever in executing this Agreement 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 Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement.

41. **Authority:** The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

42. **Counterparts and .pdf/facsimile signatures.** This Agreement may be signed in counterparts, which together shall constitute one original, and such counterpart signature pages may be exchanged and compiled using facsimile and/or .pdf file versions, which shall be deemed to be original signatures.

SIGNATURES ON FOLLOWING PAGE

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

Dated: *[Date]*

COUNTY:

Leon J. Page
County Counsel

By: _____
[Name],
[Title]

Dated: *[Date]*

ATTORNEYS:

[Name of Firm]

By: _____
[Name], Partner

ATTACHMENT A
SCOPE OF SERVICES

1. Perform all normal and customary duties required of special counsel in connection with the County Real Property Legal Services.
2. Advise County staff as to procedures, legality of documents, policy concerns, and legal implications concerning the County Real Property Legal Services.
3. Advise County regarding the requirements of real property law and other state and federal laws relevant to the County Real Property Legal Services.
4. Assist County in negotiation, drafting and implementation of contracts, correspondence, and related documents arising out of or related to the County Real Property Legal Services and/or to the applicable area of County operations.
5. Attend meetings of the Board of Supervisors and relevant staff meetings.
6. Prepare submissions, resolutions, notices, pleadings, and other legal documents necessary for the County Real Property Legal Services or the applicable area of County operations.
7. Provide representation in hearings, arbitrations, mediations, and any related litigation arising out of the County Real Property Legal Services or the applicable area of County operations.
8. Attorneys shall provide County with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category as is acceptable to County Counsel.
9. Attorneys shall provide all legal services requested by County Counsel within or reasonably related to this Scope of Work.
10. Attorneys shall meet with County representatives as requested by County Counsel.
11. Attorneys shall obtain County Counsel's written approval before retaining any consultant or expert witness to assist with any individual matter assigned to Attorneys.
12. Attorneys shall obtain the approval of County Counsel prior to undertaking legal research of more than twelve (12) hours on any particular issue.
13. Attorneys shall obtain County Counsel's prior approval for travel outside the Counties of: Orange, Los Angeles, Riverside, Imperial, Kern, San Bernardino, Ventura, Santa Barbara or San Diego.
14. Attorneys shall consult with County Counsel on strategic and tactical decisions.
15. Attorneys shall, if applicable, assist County in settlement evaluations and negotiations, and shall obtain County's authority before making any settlement proposal on County's behalf or to the Court or to any

other party to a case or matter. As a general matter, all settlements must be approved by the County Board of Supervisors.

ATTACHMENT B
COMPENSATION, INVOICING AND PAYMENT

A. HOURLY RATE SCHEDULE

STAFFING LEVEL

HOURLY RATE

SUPERVISING ATTORNEY

PARTNERS

SENIOR ASSOCIATES

ASSOCIATES

PARALEGALS

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNLESS ATTORNEYS RECEIVE PRIOR WRITTEN APPROVAL OF THE COUNTY COUNSEL'S SUPERVISING ATTORNEY, THE COUNTY WILL NOT COMPENSATE ATTORNEYS FOR THE ATTENDANCE OR PARTICIPATION OF MORE THAN ONE ATTORNEY (INCLUDING ATTORNEYS STAFF) IN ANY MEETING, CONFERENCE CALL, DEPOSITION, COURT APPEARANCE OR SIMILAR MATTER. IN THE EVENT MORE THAT ONE ATTORNEY ATTENDS ANY MATTER, THE COUNTY WILL COMPENSATE ATTORNEYS AT THE HOURLY RATE FOR THE MOST SENIOR ATTORNEY PRESENT. IN ADDITION, UNLESS ATTORNEYS RECEIVE PRIOR WRITTEN APPROVAL OF THE COUNTY COUNSEL'S SUPERVISING ATTORNEY, THE COUNTY WILL NOT PAY ANY ATTORNEY HOURLY RATE FOR TIME SPENT TRAVELING.

ATTACHMENT B (Cont.)
COMPENSATION, INVOICING AND PAYMENT

B. EXPENSES

County shall reimburse Attorneys for their actual out-of-pocket expenses without mark-up, excluding expenses generally considered as overhead already reflected in the Attorney' hourly rates.

1. Reimbursable ordinary expenses shall include, but not be limited to:
 - a. Transcript fees.
 - b. Postage.
 - c. Messenger service.
 - d. Process service.
 - e. Document reproduction by outside vendor.
 - f. In-house document reproduction. If amount charged in any one month exceeds \$500.00, prior County Counsel approval shall be obtained.

2. Reimbursable extraordinary expenses include charges of which Attorneys have obtained County Counsel's prior approval. Such expenses include, but shall not be limited to:
 - a. Consultants, up to \$150,000 per contract, unless otherwise authorized by the County Board of Supervisors.

 - b. Expert witnesses up to \$150,000 per contract, unless otherwise authorized by the County Board of Supervisors.

 - c. Travel outside the Counties of Orange, Los Angeles, San Bernardino, Riverside, Imperial, Kern, Ventura, Santa Barbara and San Diego.

 - d. Investigative services.

 - e. Any expense item exceeding Five Hundred Dollars (\$500.00).

3. Non-reimbursable expenses include, but shall not be limited to:
 - a. Staff time or overtime for performing secretarial, clerical, or word processing functions.

 - b. Charges for time spent to provide necessary information for County audits or billing inquiries.

 - c. Charges for work performed which had not been authorized by County Counsel. Such work shall be a gratuitous effort by Attorneys.

- d. Mileage, travel expenses or telephone expenses from the regular office of Attorneys to the County of Orange.

BILLINGS AND PAYMENTS

A. BILLINGS

1. Attorneys shall submit monthly billing statements in arrears, no later than the tenth (10th) of the month following the month service was rendered.
2. The original billing statement(s) and one copy shall be submitted to:

County of Orange
Office of the County Counsel
333. W. Santa Ana Blvd, 4th Floor
Post Office Box 1379
Santa Ana, California 92702-1379
ATTN: [*County Counsels' Supervising Attorney*]

3. The original of each billing statement shall include a declaration of Attorneys' Supervising Attorney or Lead Counsel as provided in Attachment C.
4. Each billing statement shall be identified by a unique number and shall be itemized to include:
 - a. Matter or Case name and court number.
 - b. Staffing level(s), hourly rates and specific activities for each attorney and/or paralegal.
 - (1) Each activity shall be billed separately as a line item in a time reporting format acceptable to County Counsel.
 - (2) A detailed description of specific activities for each attorney and/or paralegal.
 - c. Total current and cumulative monthly fees billed for each staffing level.
 - d. Total current monthly expenses billed in the following categories:
 - (1) Consultant and expert witness expenses;
 - (2) Deposition and transcript expenses; and
 - (3) Other miscellaneous expenses.
 - e. Total cumulative expenses to date billed in (d) directly above.

B. PAYMENTS

County shall make payment(s) for services rendered under this Agreement monthly in arrears based on the monthly itemized billing statement(s) Attorneys submit to County. County shall make its best effort to process payments promptly after receiving Attorneys' monthly billing statement. County shall not pay interest or finance charges on any outstanding balance(s).

ATTACHMENT C
ATTORNEYS' DECLARATION ON BILLING STATEMENT

The following declaration shall be made on the original of each billing statement and personally signed and dated by Attorneys' Supervising Attorney or Lead Counsel.

“I have personally examined this billing statement. All entries are in accordance with the Agreement For Professional Legal Services, are correct and reasonable for the services performed and costs incurred, and no item on this statement has been previously billed to County.”

DATE	SIGNATURE
NAME	
TITLE (Supervising Attorney or Lead Counsel)	

ATTACHMENT D
ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address.

Name:
DOB:
Social Security Number:
Residence Address:

B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity.

Name:
D.O.B.:
Social Security Number:
Residence Address:

Name:
DOB.:
Social Security Number:
Residence Address:

(Additional sheets may be used if necessary)

CERTIFICATION

“I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees, and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments, and will continue to be in compliance throughout the term of (1) Contract (Contract #) or the contract for (Contract Description) with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract without cost to the County.”

Authorized Signature

Typed or Printed Name

Title

Real Estate Counsel Written Evaluation Scoring

Law Firm	#1	#2	#3	#4	Averaged Total
Burke Williams	487	444	535	440	381.2
Dentons	466	499	450	558	394.6
Buchalter Nemer	410	345	284	417	291.2
Nossaman	492	348	555	569	392.8
Bergman Dacey Goldsmith	458	313	368	447	317.2
Zuber Lawler and Del Duca	428	377	288	505	319.6
Brownstein Hyatt Farber & Schreck	481	360	380	420	328.2
Lewis Birsbois Bisgaard & Smith	491	337	469	486	356.6
Kane Ballmer & Berkman	508	357	456	516	367.4
Voss, Cook & Thel	251	412	253	444	272
Murphy & Evertz	521	343	419	496	355.8
Goldfarb & Lipman	483	422	474	473	370.4
Woodruff, Spradlin & Smart	495	323	391	471	336
Glaser Weil	498	500	411	557	393.2

Real Estate Counsel Interview Evaluation Scoring

Law Firm	#1	#2	#3	#4	#5	Averaged Total	Averaged Combined Total (including interview)
Burke Williams	423	440	496	410	366	427	404.1
Dentons	432	445	446	411	425	431.8	413.2
Nossaman	398	383	417	393	325	383.2	388
Kane Ballmer & Berkman	252	274	159	320	254	251.8	309.6
Goldfarb & Lipman	362	377	328	378	223	333.6	352
Glaser Weil	422	421	396	430	363	406.4	399.8

Real Estate Counsel RFQ Rates

Law Firm	Partner*	Of Counsel*	Associate	Paralegal
Burke Williams	\$315-\$350	n/a	\$275	\$190
Glaser Weil^	\$520-\$540	\$520	\$375	\$190

*firms with a range in this column have different hourly rates for particular attorneys

^rates escalate 3% annually



Gerald J. Ramiza

Jerry Ramiza's practice emphasizes real estate transactional, land use, and public/private partnership development matters.

Real Estate/Land Use/Public Private Partnerships

Mr. Ramiza represents private clients and public agencies throughout California in connection with complex real estate and land use matters and transactions. Mr. Ramiza's work includes forward planning, assisting with development, land use, entitlement, design review, and permitting processes, environmental review, and CEQA/NEPA compliance. Mr. Ramiza routinely handles negotiation and documentation of purchase, sale, easement, lease and financing transactions; asset management (including loan administration, property management and landlord/tenant matters); negotiation and drafting of complex development agreements; foreclosures; public trust and tidelands transactions; surplus lands dispositions; workouts and secured transactions; and ancillary matters such as title insurance review, due diligence, environmental risk allocation and hazardous materials/Brownfields matters. With over 15 years of experience in the redevelopment arena, Mr. Ramiza is assisting successor agencies throughout the state in the implementation of the redevelopment dissolution act, ABx1 26. Mr. Ramiza also advises public agency clients in connection with the ferry-system transactions, affordable housing, federal contracting/BRAC process, utilization of federal grants, lease and parking revenue financing and assessment districts.

Partner

State Bar Number 175233
Oakland Office
1901 Harrison Street
Suite 900
Oakland, California 94612
voice: 510.273.8780
fax: 510.839.9104
jramiza@bwsllaw.com

PRACTICE GROUPS

Environmental, Land Use, and
Natural Resources

Public Law

Real Estate & Business Law

EDUCATION

J.D., University of California,
Davis, School of Law, 1994

B.S., Economics, University of
Pennsylvania, Wharton School
of Finance, 1988

ADMISSIONS

California State Bar, 1994

Representative Matters

Representative projects include:

- Downtown Stockton Mixed-Use Project - Currently representing private developer in negotiation of agreements for large scale mixed-use project in downtown Stockton.
- Gateway Shopping Center - Currently representing private developer in ground leasing and entitlements for Gateway grocery anchored shopping center in City of Pinole.
- Concord Naval Weapons Station – Currently representing City of Concord in master developer selection process for former Concord Naval Weapons Station property, including negotiation of agreements for disposition and development of 2,200 acres of developable property.
- Apple Campus – Negotiated and drafted development agreement for the City of Cupertino for Apple's new approximately 176-acre corporate campus.

- Wheeler Plaza – Represented private developer in negotiation and drafting of disposition and development agreement for a large mixed-use project in the City of San Carlos, including 108 residential units, retail space and a multi-level parking structure.
- CVS Pharmacy - Representing owner in ground leasing of property in City of Oakland for development of new CVS store.
- Stanford in Redwood City Project - Represented City of Redwood City in negotiation of development agreement and related entitlements for phased construction of 35-acre campus.
- State Street Project – Represented City of Fremont in negotiation of agreements for sale and development of 5.4-acre site in downtown Fremont with 145 multi-family residential units and 21,000 square feet of retail space.
- Alameda Theater – Negotiated and drafted agreements for development of a new multiplex cinema and integration of the new cinema with a restored historic theater. Project involved site assembly, complex easements, ground leasing, and construction and financing of a separate multi-level public parking structure.
- Alameda Bridgeside Shopping Center – Negotiated and drafted disposition and development agreement, including related property acquisition and lease termination agreements, for a new 110,000 square foot neighborhood shopping center, anchored by Nob Hill Foods grocery store.
- Concord Legacy Project – Represented the Concord Redevelopment Agency in connection with the assemblage and disposition of 17 parcels comprising 4.6 acres and development of a 250-unit apartment project located adjacent to the Concord BART station.
- Concord MetroPlex Office Project – Negotiated and drafted owner participation and public improvement agreements for a 475,000 square foot office project.
- Emeryville RCD Ambassador Project – Represented the Emeryville Redevelopment Agency in acquisition and assemblage of 5 parcels and subsequent negotiation and drafting of agreements for disposition and development of a 69-unit very low income infill multi-family project financed with a mix of HOME funds and tax credits.
- Emeryville Glashaus – Represented the City of Emeryville in connection with development of a high-density residential project, including a 50-space public parking condominium floor within an otherwise private garage.
- Pilgrim Triton Project, Foster City – Represented the City of Foster City in negotiation and drafting of a master development agreement and ancillary documents with three institutional owners/investors. The agreement provides for expansion/intensification of a previously developed approximately 20-acre site with up to 296,000 square feet of commercial/industrial office use and up to 730 residential units, including affordable housing.
- Gilead Campus – Represented City of Foster City in negotiation of development agreement and related entitlements for construction of 1,000,000 square feet of additional office/lab space within an existing 500,000 square foot headquarters campus.

- Mare Island Vallejo - Represented City of Vallejo on early transfer acquisition, clean-up and subsequent disposition of over 700 acres of Mare Island property, including negotiation of development and disposition agreements with Lennar Mare Island and transfer and remediation agreements with the U.S. Department of the Navy, State of California State Lands Commission, and Department of Toxic Substances Control.
- The Crossing Project/San Bruno - Represented City of San Bruno in negotiation and drafting of development and owner participation agreements for phased mixed-use development of 20-acre Crossing Project site at I-380 and El Camino with approximately 1,063 residential rental and for-sale units, including 530 affordable housing units, senior housing, hotel uses, restaurant space, and neighborhood serving retail.
- Represented City of Alameda in the transfer of the Oakland/Alameda and Alameda/San Francisco Ferry Systems to the San Francisco Bay Area Water Emergency Transportation Authority. Project included negotiation and drafting of agreements to effect the transfer of ferry systems assets, allocation of responsibility for ongoing capital projects, establishment of ferry service levels, and allocation and assignment of BCDC permit rights and obligations.
- Represented developer in the land use entitlement process for a 20-unit San Francisco condominium project.
- Represented owner/seller in connection with sale of 66,000 square foot medical office building project.
- Represented developer with the acquisition, financing, and redevelopment of an approximately 12,000 square foot office building in San Francisco.
- Represented owner/investor in connection with \$19 million refinancing of a medical office building project in San Francisco.

Affiliations

Alameda County Bar Association, Real Estate Section

Urban Land Institute

Publications & Presentations

Redevelopment in California, Solano Press (4th ed. 2009) (co-author)

Presenter, "Successor Agency Training: ABx1 26 Implementation," California Redevelopment Association Redevelopment Seminar, March 2012

Presenter, "Powers of Redevelopment," California Redevelopment Association Redevelopment Seminar, April 2008

Presenter, "Critical Elements of the DDA/OPA," California Redevelopment Association Redevelopment Institute, July 2006 and 2007

Presenter, "Redevelopment Law," California Redevelopment Association Redevelopment Institute, March 2003 and 2004



Amy E. Hoyt

Amy E. Hoyt is a partner in the firm's Inland Empire office. Ms. Hoyt has extensive experience in public and environmental law, representing clients in a wide variety of matters ranging from complex litigation to advisory work.

Ms. Hoyt's practice focuses primarily on litigating environmental, land use, election and mobile home regulation matters, including cases involving the California Environmental Quality Act, National Environmental Policy Act, Endangered Species Act, Clean Water Act, Federal Voting Rights Act, California Elections Code, and California Mobile Home Residency law.

Partner

State Bar Number 149789
Inland Empire Office
1600 Iowa Avenue
Suite 250
Riverside, California 92507
direct: 951.801.6627
main: 951.788.0100
fax: 951.788.5785
ahoyt@bwslaw.com

PRACTICE GROUPS

Environmental, Land Use, and
Natural Resources

Litigation

Public Law

EDUCATION

J.D., *cum laude*, Loyola of Los
Angeles Law School, 1990

B.A., *cum laude*, Loyola
Marymount University, 1986

ADMISSIONS

State Bar of California, 1990

United States Court of Appeals
for the Ninth Circuit, 2004

United States District Court for
the Central, Eastern, Northern
and Southern Districts of
California

United States Supreme Court,
2006

Versed in dealing with federal and state regulatory agencies, she has handled matters involving the U.S. Fish and Wildlife Service, Bureau of Land Management, California Regional Water Quality Control Board, and California Integrated Waste Management Board. Further, she regularly assists public agencies with the preparation and defense of environmental documents prepared pursuant to the California Environmental Quality Act and the National Environmental Policy Act.

Ms. Hoyt also has extensive appellate experience in both the 9th Circuit Court of Appeals and State Courts of Appeal. Ms. Hoyt achieved a victory in the California Supreme Court in a case vindicating the rights of new cities, *City of Goleta v. Superior Court*, 122 Cal.App.4th 1182 (2007). She also successfully defended a district attorney's office in a Public Records Act case resulting in the published opinion *Rackauckaus v. Superior Court*, 104 Cal.App.4th 169 (2002).

Representative Matters

SCOPE v. City of Santa Clarita, 197 Cal.App.4th 1042 (2011)

City of Goleta v. Superior Court, 40 Cal.4th 270 (2006)

Rackauckaus v. Superior Court, 104 Cal.App.4th 169 (2002)

Publications & Presentations

"Big Changes on Horizon for Traffic Impact Analysis Under CEQA," *Northern News*, October 2014

What You Need to Know About Public Records and Open Meetings, Lorman Education Services Seminar, February, 2014

Sue Now, Pay Later – A New Standard for Challenging Taxes?, *Public Law Update*, November 2009



Gail E. Kavanagh

Ms. Kavanagh's commercial litigation practice includes real estate title and contract disputes; eminent domain actions; commercial tort actions; employment contract, discrimination and harassment actions; trademark, copyright and trade secrets protection; and commercial landlord-tenant matters.

Representative Matters

Defended an international commercial property developer and owner of a Class-A San Francisco office building against fraud, contract, nuisance and trespass in the trial court and on appeal.

Successfully appealed a trial court's dismissal of a commercial landlord's breach of contract action under California's anti-SLAPP statute, reinstating the landlord's action and winning recovery of the client's attorneys' fees.

Has represented a public utility in several eminent domain actions to acquire real property for the construction and operation of electrical and gas transmission lines in Northern California.

Represents various property owners and users in civil actions brought under the Americans With Disabilities Act and California's Unruh Act

Defended a major retailer against claims of consumer fraud, breach of contract and unfair business practices, obtaining dismissal and nonsuit of dozens of claims.

Successfully defended a major retailer in against fraud and breach of contract claims arising from ground leases for properties on which the client had intended to build stores, but was prevented by political or market forces from doing so.

Successfully defended an Academy-Award-winning director, the producers and distributors of the documentary film "Tabloid" in the trial court and on appeal against numerous claims of defamation, violation of privacy, misappropriation of likeness and infliction of emotional distress.

Obtained favorable settlements for a landowner in eminent domain actions brought in Los Angeles.

Successfully defended the developer of a Sonoma County condominium complex and two of its officers against fraud, construction defect, breach of contract and breach of fiduciary duty claims.

Affiliations

Commercial Real Estate Women San Francisco (CREW)

Partner

State Bar Number 154705
San Francisco Office
101 Howard
Suite 440
San Francisco, California 94105
direct: 415.655.8109
main: 415.655.8100
fax: 415.655.8099
gkavanagh@bwslaw.com

PRACTICE GROUPS

Real Estate & Business Law

EDUCATION

J.D., University of California,
Hastings College of the Law,
1991

B.A., *cum laude*, University of
California, Los Angeles, 1988

ADMISSIONS

California State Bar
United States District Court for
the Central, Eastern, Northern,
and Southern Districts of
California

Publications & Presentations

Presenter, "What To Do When Your Client Has Been SLAPPed: Know How and When to Use the Anti-SLAPP Statute," 2013 Continuing Education of the Bar course.

Presenter, "Litigation 102: Pleading and Motion Practice," Council on Litigation Management, September 29, 2009.

Presenter, "Recent Developments in California Real Property Law," 79th Annual Meeting of the State Bar of California, October 2006.



Anna C. Shimko

Anna Shimko is Chair of Burke's Real Estate and Business Practice Group. She focuses her practice on all areas of land use, real estate development, and environmental law, representing both public agencies and private landowners and developers in administrative and court proceedings. Ms. Shimko has particular expertise in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She works closely with project proponents, public agencies, and environmental consultants on preparing and defending CEQA and NEPA documents such as negative declarations, environmental impact reports (EIRs), and environmental impact statements (EISs), including for complex projects such as water rights transfers, desalination plants and alterations to nuclear plants. Ms. Shimko helps private clients through all stages of the land use approval process, obtaining entitlements to build or expand large shopping centers, stand-alone retail stores, mixed-use projects, hospitals, hotels and resorts, golf courses, residential developments, and quarries, among others. She also assists cities, counties, special districts, and state agencies in regulating land and development, negotiating real estate transactional documents and development agreements, and updating general plans, specific plans, and zoning codes. Ms. Shimko represents clients in matters involving the Subdivision Map Act, annexation, historic resources, public-private partnership transactions and financing mechanisms, the Coastal Act, air quality regulations, water supply, climate change regulations, transportation planning, eminent domain, and inverse condemnation. Ms. Shimko litigates land use, CEQA, and NEPA matters for public and private clients at trial court and appellate court levels, and serves as an expert witness throughout California in cases involving land use issues.

Partner

State Bar Number 124611
San Francisco Office
101 Howard
Suite 440
San Francisco, California 94105
direct: 415.655.8115
main: 415.655.8100
fax: 415.655.8099
ashimko@bwsllaw.com

PRACTICE GROUPS

Environmental, Land Use, and
Natural Resources
Real Estate & Business Law

EDUCATION

J.D., Cornell Law School, 1986
B.A., Urban Studies, University
of California, Davis, 1983

ADMISSIONS

California State Bar

Representative Matters

Private Developers

- Represented a well-known Bay Area computer animation studio in securing development agreement and zoning for a four-phase headquarters project.
- Defended in court the EIR and entitlements for a 20,000-acre residential development and open space preserve in the Carmel Valley.
- Represented one of California's largest grocery store chains and a large nationwide home improvement store in numerous projects throughout the state to build new stores or expand existing venues.

- Represented residential developer in obtaining local and coastal permits, including through several lawsuits and global settlement of Coastal Act, wetland, subdivision, traffic, and inverse condemnation issues.
- Assisted prominent football team in drafting ballot measure and seeking permits for new stadium and shopping mall.
- Represent Native American tribe with environmental review under state compact for new casino, as well as with CEQA and NEPA documents for federal and state permits related to highway improvements, management contract and other permits, and with associated litigation.
- Secured major use permit amendments for renovation of Napa Valley resort on National Register of Historic Places.
- Defended in court EIR and general plan consistency findings for shopping center in Monterey County involving water supply, traffic impact, and hazardous materials issues.
- Assisted private developer with transit-oriented development grant funding and entitlements from and agreements with public agencies for housing project near rapid transit station.
- Represented national developer in obtaining development agreement and all permits for phased shopping center, residential, and hotel project on redevelopment lands.
- Defended CEQA review and height variance at trial court and Court of Appeal for demolition of unreinforced masonry building and construction of new research laboratory.
- Worked with a Bay Area developer on an EIR, development agreement and permits for a mixed-use, phased redevelopment of commercial uses on port lands.
- Represented a national hotel chain in its renovation of a high-end San Francisco hotel.

Public Agencies

- Represented City of Albany in preparing an EIR for a waterfront development master plan, and later negotiated and defended in court a development agreement and gaming ordinance for a card room facility at a live horse racing venue on the waterfront.
- Assisted the University of California at San Francisco with preparing EIRs (and defending associated litigation) for its acquisition of the Mount Zion Hospital and development of a biomedical research facility and administrative research space at the Laurel Heights campus.
- Represent City of Santa Clara with ground leases, development agreements, EIRs and entitlements for private development of entertainment, office, retail, and residential uses on city land adjacent to Levi's Stadium.
- For City of San Carlos, prepared development agreement with Palo Alto Medical Foundation for hospital and medical office project, and assisted with EIR, general plan amendments and all permits.
- Represented City of Orinda with a specific plan and EIR for mixed-use development of the Gateway Valley.
- Worked with consulting firms to advise the California Public Utilities Commission in environmental review for the sale of fossil-fueled and hydroelectric power plants and siting new transmission lines and substations throughout the state, for replacement

facilities at nuclear power plants, and for desalination plant to supply water to Monterey Peninsula.

- Assisted Zone 7 Water Agency with an EIR for a water supply, transfer, and storage program.
- Defended CEQA review of City of San Carlos decision to replace grass with turf on City play fields.

Affiliations

President, Harbor Equity Group, Waldo Point Harbor, April 2015 – present

Advisory Council and Board of Directors, San Francisco Planning and Urban Research Association, 2003-2014

California Building Industry Association/California Business Properties Association, CEQA Reform Task Force, 1992-present

Treasure Island/Yerba Buena Island Citizens Advisory Board, 2001-2004

San Francisco Juvenile Probation Commission, 1996-2000

Marin Montessori School Campus Planning Committee, 2015-present

Publications & Presentations

“Current Developments in CEQA Law and Practice,” The Administrative and Public Environmental Law Conference, June 2015

Speaker, “Current Issues in Land Use Regulation and Development,” California Environmental Quality Act Update Cases Late 2011 to Present, California Continuing Education of the Bar, September 2012

“Aetna Springs Resort,” California Building Industry Association Select Conference on Industry Litigation, April 2012

“Hydraulic Fracturing: Permitting and Environmental Reviews,” The Seminar Group, November 2011

“Americans with Disabilities Act Primer,” 2011 for insurance company

“Cumulative Impacts,” Climate Change, Cumulative Impacts and Compliance: 6th Annual National Environmental Policy Act (NEPA) CLE International Conference, January 2010

“Coming Soon to Your State or Federal Government: the Climate Change Regulation Experience in California,” ICSC U.S. Shopping Center Law Conference, October 2009

“The Benefits of Development Agreements,” League of California Cities Planners Institute, March 2009

“Land Use in Northern California,” Law Seminars International, March 2009

“AB 32 Session Climate Change: Science, Law & Policy,” California Business Properties Association, Fall 2008

“The Changing Climate of California Real Property Law,” California Continuing Education of the Bar, Fall 2008

“Green Building Conference,” CLE International, February 2008

“The Challenges of Urban Development: Trends and Legal Issues for Real Property

Practitioners," California Continuing Education of the Bar, Fall 2007

"Land Use Regulation and Development," California Continuing Education of the Bar, Fall 2006

"Regulatory Takings Conference," CLE International, 2003

"2002 Spring CEQA Workshop Series," Association of Environmental Professionals, 2002

"Regulatory Takings Conference," CLE International, 2002

"CEQA: What Is It and How Does It Impact Telecommunications Projects?," Federal Communications Bar Association, Northern Chapter, 2002

Recognitions

California's Top 50 Development Lawyers, Daily Journal, 2014

Super Lawyers – The Top Women Attorneys in Northern California, 2004-2015

Northern California Super Lawyer, 2004-2015

Best Lawyers in America (Land Use and Zoning), 2012 - 2015



Neil F. Yeager

Neil Yeager has developed an extensive and diverse practice in the areas of business, finance, commercial, and real property law where he has gained expertise over the course of more than thirty years of legal practice. His practice involves both private and public clients of the firm. He has represented client interests in a broad range of complex business, finance, and commercial matters, including contract negotiation, personal property secured transactions, securities law, municipal bond law, equipment leasing, and commercial loan transactions. He also has in-depth experience in a full array of real property transactions involving commercial and industrial leasing, ground leasing, real property acquisition and sale transactions, real property finance, construction lending, options, easements and licenses, and landlord and tenant representation.

During the course of his career, Mr. Yeager has been continuously involved in advising one of the firm's prominent corporate clients, Unified Grocers, Inc., one of the country's largest retailer-owned grocery wholesalers. He has represented this client in acquisition and leasing transactions relating to retail supermarket locations throughout California and the west, including both the acquisition and leasing of existing locations and the construction and leasing of new locations. Mr. Yeager has had lead responsibility over the years in representing this client in the bulk acquisition and disposition of numerous supermarket locations which have become available through divestitures connected with chain store mergers.

Mr. Yeager has also represented many other grocery and non-grocery industry clients in acquisition and leasing transactions, including stock and asset purchases and sales, facilities leases, and general business and contract matters. Included among these has been representation of Big Saver Foods in the acquisition and leasing of retail locations, Fresh & Easy Neighborhood Market in connection with the obtaining of necessary governmental permits and licenses related to its store openings throughout Southern California, and representation of CFT Developments, LLC (an affiliate of Panda Restaurant Group) in the acquisition of real property, and the development and leasing of retail space nation-wide.

Mr. Yeager's depth of experience has made him a valuable resource to the firm's many public entity clients. He serves as real property counsel to the firm's public clients regarding matters such as the acquisition of property for municipal facilities, parks and open space, and the leasing or other disposition of property for commercial development. Mr. Yeager has also had extensive involvement in a variety of public finance matters involving the firm's clients, including the issuance of municipal bonds.

Of Counsel

State Bar Number 063261
Los Angeles Office
444 South Flower Street
Suite 2400
Los Angeles, California 90071
direct: 213.236.2717
main: 213.236.0600
fax: 213.236.2700
nyeager@bwsllaw.com

PRACTICE GROUPS

Public Law
Real Estate & Business Law

EDUCATION

J.D., University of Southern
California, 1974
B.A., *cum laude*, Departmental
Honors in Political Science,
Claremont Men's (now
Claremont McKenna) College,
1970

ADMISSIONS

California State Bar, 1974
United States District Court,
Central District, 1974

Representative Matters

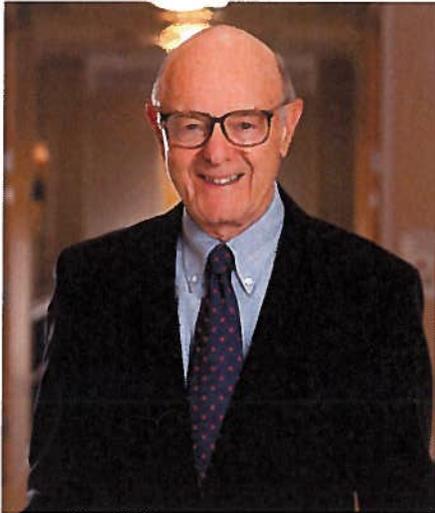
- Counsel to the City of Santa Clara in the preparation of ground leases for a proposed 8 million square foot, multi-phase, mixed-use project to be developed by a private developer on land (former landfill) owned by the City adjacent to the new Levi's Stadium.
- Counsel to the City of Industry in its acquisition of 525 acres of land in the Tonner Canyon area of Orange County. A significant part of this transaction was the negotiation of easements and rights-of-way relating to the Seller's continuing rights to access and use of multiple oil well sites located on the property.
- Counsel to the City of Industry in the ground leasing of 400 acres of City-owned land to Majestic Realty Co. for commercial and light industrial development. This was a private/public transaction, with the developer constructing the improvements and with the City sharing in rental receipts.
- Counsel to the City of Santa Clarita in its negotiation and ongoing purchase of properties as part of its open space acquisition program.
- Representation of Unified Grocers in the purchase from Albertson's, Inc. of 32 California retail grocery store locations and related FF&E and liquor licenses, and the concurrent resale of the same to independent retail grocer members of Unified. This involved both leased and owned locations. Representation included review, negotiation and drafting of purchase and sale agreements and related ancillary documentation (e.g., subleases, guarantees), due diligence review of property files relating to the locations, review of title documents and obtaining of title policies, review of applicable labor contracts, WARN Act compliance, and the obtaining of necessary landlord consents, estoppels and other agreements.
- Representation of Unified Grocers in the proposed purchase from Ralphs Grocery Co. of 16 leased retail grocery store locations and related FF&E and liquor licenses, and the concurrent resale of the same to independent retail grocer members of Unified. Representation included review, negotiation and drafting of purchase and sale agreements and related ancillary documentation (e.g., subleases, guarantees), due diligence review of property files relating to the locations, review of title documents, review of applicable labor contracts, and the obtaining of necessary landlord consents, estoppels and other agreements. This project proceeded to near completion but was not consummated for business reasons.
- Representation of a purchaser of the assets and liquor licenses of 12 Southern California, Hispanic formatted grocery store locations and one related warehouse facility. Representation included review, negotiation and drafting of purchase and sale agreement and related ancillary documentation (e.g., store and warehouse leases, purchase money loan and security documentation, limited liability company documentation, non-competition agreements, key employee employment agreements), due diligence review of property files relating to the locations, and review of title documents.

- Counsel to Loyola Marymount University in its \$75 million acquisition from Raytheon Corp. of the former Hughes Headquarters building. This facility consisted of approximately 550,000 square feet of building space, underground parking, auditorium and heliport, and was incorporated into the University's Westchester Campus as classrooms and offices. Due to the complicated nature of the seller's title and original acquisition financing scheme, this transaction was structured as a ground lease with pre-funded option to purchase.
- Representation of Fresh and Easy Neighborhood Markets in obtaining necessary operating permits and licenses in multiple California jurisdictions in connection with the roll out of its new stores.
- Representation of Big Saver Foods, a Southern California, Hispanic formatted grocery chain. Representation has included the negotiation and documentation of store leases, including percentage rent leases, and the negotiation and documentation of real property purchase agreements.
- Representation of Smith's Markets of Tulare County in the negotiation and documentation of the lease of shopping center premises to Save Mart Supermarkets, including agreements respecting major renovations to the location. Representation of Smith's in the negotiation and documentation of a lease of shopping center premises to Longs Drug Stores, including agreements respecting the demolition and reconstruction of a new store for Longs.
- Representation of numerous other independent retail grocers in the leasing, acquisition and sale of store locations and related FF&E and liquor licenses.
- Negotiation and documentation of warehouse and office space leases, as well as representation in connection with the leasing of both mechanized and non-mechanized warehouse equipment (e.g., conveyor and sorting equipment, racking, fork lifts).
- Negotiation and documentation of a gift card distributor agreement between Unified Grocers and Blackhawk Marketing Services (a Safeway affiliate), as well as the preparation of a gift card distributor agreement for use by Unified with its retail members.
- Representation of numerous grocery clients in matters involving lease interpretation, as well as lease disputes concerning rent obligations and maintenance, repair and replacement obligations.
- Negotiation and documentation of various business agreements such as loan agreements, stock purchase agreements (both common and preferred), supply agreements, electronic ordering agreements, advertising and marketing group agreements, and coupon clearing agreements.

Affiliations

State Bar of California, Business Law Section

Los Angeles County Bar Association, Real Property Law and Business and Corporations Law Sections



Los Angeles (main)

t: 310.282.6222

f: 310.785.3522

rvolpert@glaserweil.com

Richard S. Volpert

Partner

Richard S. Volpert's law practice is focused primarily on the planning and development of large-scale real estate projects, including major office buildings, shopping centers and planned communities. Mr. Volpert, a partner in Glaser Weil's Real Estate Department, plays a critical role in Los Angeles' landscape, often taking part in many of the area's most prominent real estate projects. These include Los Angeles County Metropolitan Transportation Authority transit projects, including its purchase of Union Station, the Walt Disney Concert Hall and the proposed Grand Avenue Project — a \$3 billion hotel, multi-family residential, retail and office development project in downtown Los Angeles.

Mr. Volpert's clients have included Pacific Enterprises, Southern California Gas Co., CBS and Olympia & York. He has represented the County of Los Angeles, the Metropolitan Water District of Southern California, the MTA and the City of Santa Monica in a series of public-private projects for the development of office buildings, hotels, apartment buildings and other real estate facilities. His work has included negotiation and documentation of numerous ground leases and lease/equity transactions involving tenancies from 100,000 to more than 600,000 square feet of office space. His practice also includes the purchase and sale of major office buildings, shopping centers and industrial facilities and land use planning for major metropolitan and suburban projects for office, commercial, hotel, residential and industrial developments.

Mr. Volpert gives back to the community he lives in by participating in a broad range of philanthropic activities. He has been president and chairman of the board of the Los Angeles County Museum of Natural History Foundation; chairman of the Board of Councilors of the USC Law Center; vice president of the Jewish Federation-Council of Los Angeles, as well as chairman of its Community Relations Committee; president of the Los Angeles Chapter and a national vice president of the American Jewish Committee; president of the Los Angeles Wholesale Produce Market Development Corp. and vice chairman of the National Jewish Community Relations Advisory Council.

He was the recipient of the "Outstanding Real Estate Lawyer" award by the Los Angeles County Bar Association in 2003 and the "Learned Hand Award" from the American Jewish Committee in 1999. He is the author of "Creation and Maintenance of Open Spaces in Subdivisions: Another Approach," 12 *UCLA Law Review* 830 and was the practice consultant for "California Real Estate Law and Practice", volumes 8 and 9: *Zoning and Land Use Control* by Matthew Bender. He is a former member of the Board of Governors of the American College of Real Estate Lawyers and an officer of the Anglo American Real Property Institute.

Mr. Volpert is a graduate of Amherst College and Columbia Law School, where he was a Harlan Fiske Stone Scholar. Mr. Volpert is a past chairman of the Real Property Section of the Los Angeles County Bar Association, editor and chairman of the *California State Bar Journal* and a trustee of the L.A. County Bar Association, among other bar activities. He has been a lecturer at real estate and planning and zoning courses given by the California Continuing Education of the Bar, the American College of Real Estate Lawyers and the American Law Institute/American Bar Association joint continuing education project.

Practice Areas

Real Estate

Acquisitions, Sales & Leasing

Land Use & Entitlements

Government & Regulatory

Education

Columbia University School of Law, LL.B., Harlan Fiske Stone Scholar

Amherst College, B.A.,

State Bar Admissions

California

Representative Matters

Los Angeles County Metropolitan Transportation Authority

- in its \$75 million purchase of Union Station.

- in various transit-oriented public-private joint ventures, including the Hollywood and Vine and Wilshire-Western projects.

County of Los Angeles

- in the development of the Walt Disney Concert Hall.

- in connection with the negotiation of long-term ground lease renewal transactions for the development of properties in Marina del Rey, Calif.

- in negotiation of the proposed Grand Avenue Project, a \$3 billion hotel, multi-family residential, retail and office development project in downtown Los Angeles.

Associations

Los Angeles County Museum of Natural History Foundation, past president and current president of Board of Governors

Board of Councilors of the USC Law Center, past chair

American Jewish Committee, national honorary vice president

Jewish Federation-Council of Los Angeles, past vice president

Jewish Federation-Council of Los Angeles Community Relations Committee, past chair

Los Angeles Wholesale Produce Market Development Corp., past president

National Jewish Community Relations Advisory Council, past vice chair

Los Angeles County Bar Association Real Property Section, past chair

Los Angeles County Bar Association, past trustee

American College of Real Estate Lawyers Board of Governors, former member

Anglo American Real Property Institute, past officer

News

"Twenty Glaser Weil Attorneys Included in 2016 *Southern California Super Lawyers List*"

"Eighteen Glaser Weil Attorneys Included in 2015 *Super Lawyers Business Edition List*"

"13 Glaser Weil Attorneys Named to 2016 Edition of Best Lawyers in America"

"Twenty Glaser Weil LLP Attorneys Included in 2015 *Southern California Super Lawyers List*"

"Fourteen Glaser Weil LLP Attorneys Included in 2014 *Super Lawyers Business Edition List*"

"As Seen In *Fortune & Bloomberg Businessweek*: A Full-Service Real Estate Powerhouse"

"11 Glaser Weil Partners Named to 2015 Edition of *Best Lawyers in America*"

"Sixteen Glaser Weil Attorneys Included on 2014 *Southern California Super Lawyers List*"

"Law 360: Glaser Weil Nabs Munger Tolles LA Real Estate Powerhouse"

Honors & Awards

Southern California Super Lawyers, 2004-2015

Named "Outstanding Real Estate Lawyer" by the Los Angeles County Bar Association, 2003

Martindale-Hubbell AV Preeminent Peer Review Rated

Best Lawyers in America, 1983-2016

"Learned Hand Award" from the American Jewish Committee, 1999

Publications

"Creation and Maintenance of Open Space in Subdivisions: Another Approach," 12 *UCLA Law Review* 830

Practice consultant, "California Real Estate Law and Practice," volumes 8 and 9: *Zoning Land use Control* by Matthew Bender



Los Angeles (main)

t: 310.556.7843

f: 310.843.2643

pbreckheimer@glaserweil.com

Peter J. Breckheimer II

Partner

Peter Breckheimer, a partner in Glaser Weil's Real Estate Department, represents owners, developers, private-equity investors, lenders and other sophisticated clients in all aspects of their real estate-related transactions, including:

- The acquisition, disposition and development of major commercial real estate assets, encompassing retail, office, industrial and multi-family properties;
- Commercial leasing transactions representing both landlords and tenants;
- Real estate secured and mezzanine financings and loan workouts representing both lenders and borrowers;
- Joint ventures and operating agreements.

In particular, Mr. Breckheimer has successfully represented clients in the purchase, sale and financing of retail shopping centers nationwide, most recently having handled and closed more than \$1 billion of such deals in California, Washington, Idaho and Oregon, with asset values ranging from \$5 million to \$165 million.

Mr. Breckheimer enjoys working collaboratively with clients, colleagues and opposing counsel to ensure the finish line is crossed — no matter how straightforward or complex the process turns out to be. He recognizes that, to close any deal, each individual task along the way must be addressed and completed with both proficiency and efficiency.

Mr. Breckheimer received his law degree from the University of Southern California Gould School of Law, where he was a member of the Southern California Law Review. He earned a bachelor's degree in International Relations and French from USC, graduating magna cum laude, Phi Beta Kappa and Phi Kappa Phi.

Prior to joining the firm, Mr. Breckheimer began his legal career practicing law at the international law firms DLA Piper LLP and Cooley LLP.

Outside the firm, Mr. Breckheimer enjoys traveling, fine dining, golfing, photography and spending time outdoors with his wife and three children.

Mr. Breckheimer has been selected for inclusion in the 2015 and 2016 *Southern California Super Lawyers* lists.

Practice Areas

Real Estate

Acquisitions, Sales & Leasing

Secured Lending/Finance Transactions

Education

University of Southern California Gould School of Law, J.D.

University of Southern California, B.A., International Relations and French, *magna cum laude*, Phi Beta Kappa and Phi Kappa Phi

State Bar Admissions

California

Representative Matters

Represented private equity client in its acquisition of fee-owned and ground leased regional shopping centers in California, Oregon and Washington totaling more than \$600 million.

Represented private owner of retail gasoline stations in connection with the long-term lease of its portfolio of over 240 gas stations to a publicly-traded oil company.

Represented private equity client in connection with its acquisition, leasing and financing of more than 20 office buildings located throughout the U.S., including acquisition of a portfolio of 13 office buildings in Dallas, Texas which alone totaled over \$380 million.

Represented borrower in connection with its \$1.44 billion CMBS loan covering a portfolio of 29 Class A office properties.

Represented several institutional lenders in connection with deed-in-lieu of foreclosure transactions for office and retail properties.

Represented owners of several major office buildings in San Francisco, including the Transamerica Pyramid, in connection with all aspects of their leasing activity.

Represented numerous start-up and biotech companies their leasing transactions.

Associations

USC Real Estate Law and Business Forum, Executive Board Member and Planning Committee Member

Law360 Real Estate Editorial Advisory Board, 2013 - Present

Hillsides, H100 Member

Building Owners and Managers Association International, former Governmental Affairs Board Member

Men's Guild, Children's Hospital Los Angeles, Member

California Bar Association, Real Property Section Member

Los Angeles County Bar Association, Real Property Section Member

News

"Peter Breckheimer to Moderate Panel and Elisa Paster to Speak at the USC Gould School of Law 2016 Real Estate and Business Forum"

"Twenty Glaser Weil Attorneys Selected to the 2016 Southern California Super Lawyers List"

"Peter Breckheimer will be a panelist for the State Bar of California's upcoming Real Property Law Seminar"

"Eighteen Glaser Weil Attorneys Included in 2015 *Super Lawyers Business Edition* List"

"Peter Breckheimer Selected for Law360's 2015 Real Estate Editorial Advisory Board"

"Peter Breckheimer of Glaser Weil to moderate: "2015 Real Estate Law and Business Forum"

"Twenty Glaser Weil LLP Attorneys Included in 2015 *Southern California Super Lawyers List*"

"Glaser Weil Announces a New Partner and a New Of Counsel"

Honors & Awards

Super Lawyers (2015, 2016)

Speaker

Moderator, "Avoiding Ethical or Fiduciary Traps: The Real Estate Transactional Attorney's Guide to Navigating the Ethical and Fiduciary Minefield," USC Gould School of Law's 2016 Real Estate Law and Business Forum, March 10, 2016

Panelist, State Bar of California Real Property Law Section seminar, "Subordination, Non-Disturbance and Attornment Agreements from the Lender, Borrower and Tenant Perspective," January 26, 2016

Moderator, "What Works (and Doesn't) in Real Property Contracts," USC Gould School of Law's 2015 Real Estate Law and Business Forum, March 12, 2015

Panelist, "The Art and Science of Operating Expenses," BOMA Westside Regional Council, September 2010

Glaser Weil

Your Powerhouse™



Los Angeles (main)

t: 310.556.7844

f: 310.843.2644

sbreskal@glaserweil.com

Saul Breskal

Partner

Any real estate deal worth negotiating is worth closing, and Saul Breskal, a partner in Glaser Weil's Real Estate Department, knows it takes more than just extensive knowledge and practice of the law to bring all sides together. Mr. Breskal has noted accomplishments in negotiating and finessing everything from complex, high-dollar entertainment, gaming, hospitality and construction projects to smaller commercial and residential properties. His success comes from the realization that developers require an advocate who listens to the needs of everyone involved and who can think creatively and strategically to bring about a mutually satisfying deal.

Mr. Breskal takes on the role of outside general counsel for his clients as he handles all aspects of the real estate transaction, including negotiating the purchase agreement, conducting due diligence, negotiating finance documents, advising on the formation of the entity to take title, negotiating joint ventures with potential partners and counseling on the corporate tax structure of the transaction. He oversees the escrow process and, ultimately, its close — but is often called upon to continue providing counsel for the client's general legal needs.

Mr. Breskal has also worked on billions of dollars worth of transactions for clients that include film studios, publicly traded gaming and hospitality companies, the nation's largest title insurance company, regional and national developers of residential and commercial real properties and celebrity and high-net worth individuals. He represents them in a diverse array of real estate and general business needs.

Mr. Breskal was lead counsel responsible for negotiating and drafting more than 100 challenging construction and design-related contracts, totaling more than \$6 billion, for the country's largest privately funded construction project — Las Vegas CityCenter — and integrally involved in the project from its inception in 2005.

Mr. Breskal received his bachelor's degree in business science, with honors, from the University of Cape Town, South Africa, and his law degree from the University of Oxford, United Kingdom.

The Daily Journal, one of California's top legal publications, ranked Mr. Breskal among "The Top 20 Under 40" attorneys in Southern California in 2010. He has also been recognized as a *Super Lawyers Rising Star*.

Practice Areas

Real Estate

Acquisitions, Sales & Leasing

Secured Lending/Finance Transactions

Education

University of Oxford, United Kingdom, BA in law

University of Cape Town, South Africa, BBusSci

State Bar Admissions

California

Representative Matters

Real Estate Acquisitions and Sales

Represented MGM MIRAGE in connection with transactions for the purchase of vacant land on the Las Vegas Strip for an aggregate purchase price of \$575 million.

Represented a private equity firm in connection with the sale of an independent film studio.

Represent developers in connection with the acquisition and development of golf and ski resort communities in multiple states.

Represent private developer firm in connection with the acquisition, finance and sale of office buildings in California and Arizona.

Represented Sunset Gower Studios in connection with the negotiation and drafting of a 115,000 square ft. build-to-suit lease for an office building to be constructed on the studio lot.

Represented the owners of a privately owned film studio in connection with selling the studio to a real estate investment trust and in reinvesting the proceeds from the sale in commercial properties through Section 1031 tax deferred exchanges.

Represented publically traded hospitality company in connection with the restructuring of a \$1.8 billion credit facility.

Represented the nation's largest title insurance company in connection to the settlement or workout of major claims in several states across the country.

Successfully concluded the largest charitable land donation under the California Natural Heritage Preservation Tax Credit Act of 2000.

Represent multiple high net worth individuals and celebrities in connection with personal matters including their respective investments in California real property.

Represented Vistamar School in El Segundo, Calif., in connection to the purchase of land for the expansion of the school premises.

Represented Crossroads School in Santa Monica, Calif., in connection with the purchase of real property for the expansion of the school premises.

Construction

Lead counsel responsible for negotiating and drafting more than 100 challenging construction and design-related contracts, totaling more than \$6 billion, for the country's largest privately funded construction project — Las Vegas CityCenter. Integrally involved in the project since its inception in 2005.

Lead counsel representing Sunset Gower Studios in matters related to the construction of Hollywood's first new office building in more than two decades, including negotiating leasing and construction contracts, and supervising the entitlement process, encompassing the negotiation of settlements with neighboring landowners and community interest groups.

Represented MGM MIRAGE in connection with negotiating and drafting construction contracts for a casino resort in Macau, China.

Represented the Skirball Cultural Center in connection with negotiating and drafting a construction contract for the expansion of its existing facility.

Representing developer in connection with the construction of a private resort in The Bahamas.

Represent multiple high net worth individuals and celebrities in connection with the construction of improvements on residential real property.

News

"Top 20 Under 40," the *Daily Journal*

Honors & Awards

Top 20 Under 40 Attorneys in Southern California by the *Daily Journal*, 2010
Southern California Super Lawyers Rising Star

AGREEMENT
BY AND BETWEEN
THE COUNTY OF ORANGE
AND _____, LLP
FOR PROFESSIONAL LEGAL SERVICES

_____, 2016

**AGREEMENT
FOR PROFESSIONAL LEGAL SERVICES**

This Agreement for Professional Legal Services (“**Agreement**”) is effective June 28, 2016 by and between the COUNTY OF ORANGE, a political subdivision of the State of California, and the Orange County Flood Control District, a body politic, (collectively, “**County**”) and _____ (“**Attorneys**”). County and Attorneys are sometimes individually referred to as “**Party**,” or collectively referred to as “**Parties**.”

RECITALS

WHEREAS, the County desires to contract for professional legal services; and

WHEREAS, Attorneys provide professional legal services, and are particularly qualified to perform required services due to their legal competence and expertise; and

WHEREAS, County desires to retain Attorneys’ services in connection with the Scope of Services provided herein.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Scope of Work:** The Scope of Work for this Agreement is attached hereto as Exhibit A.
2. **Compensation:** The compensation to be paid to Attorneys for performing services in accordance with this Agreement is specified in Exhibit B, which is attached hereto, and includes full compensation for providing all services performed under this Agreement. The list of Attorneys’ personnel classifications under this Agreement and their respective hourly rates are set forth on Exhibit B, which classifications may be amended from time to time as necessary by the Attorneys and the Office of the Orange County Counsel (“**County Counsel**”) through letter agreements. However, the approved hourly rates set forth in this Agreement may not be amended or increased without approval of the County Board of Supervisors (“**Board of Supervisors**”).
3. **Invoicing/Payment:** All invoicing and payment for services performed under this Agreement shall be as specified in Exhibit B.
4. **Agreement Term:** The Term of this Agreement shall commence on the date of execution by the County Counsel and shall continue until completion of the matters for which Attorneys have been retained, unless sooner terminated as provided herein.
5. **Professional Conflict of Interest:** Without limitation as to, or alteration of, obligations otherwise imposed on Attorneys with respect to County under the Rules of Professional Conduct or under law, and in addition to such obligations, Attorneys agree to comply with the following portion of the Conflicts of Interest Policy adopted by the County’s Board of Supervisors on September 24, 1985:

“It is the policy of the Orange County Board of Supervisors, on behalf of County and all other governmental entities of which it is the governing board, to prohibit the employment by any law firm

adverse to County while simultaneously being employed by County, unless the Board is advised of, and gives specific consent to, such adverse employment.

“Any law firm which has been retained by County which desires employment which is or may be adverse to County shall transmit a statement of such desire to the County Counsel prior to undertaking such employment. The statement shall include a description of the employment and the reasons, if any, why County should consent. The County Counsel will forward the request to the Board of Supervisors with recommendation for action.”

If the Board of Supervisors declines to consent to the employment, the law firm shall decline any such employment. The Board’s authority to give consent of County is not delegated to any officer or employee of County.

The County recognizes that this policy may exceed the limitations set forth in the California Rules of Professional Conduct of the State Bar of California. Where applicable, law firms employed by the County shall comply with such rules in securing necessary consent from their other clients.

6. **General Conflicts of Interest:** The Attorneys 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 Attorneys; the Attorneys’ employees, agents, and relatives; sub-tier Attorneys and third parties associated with accomplishing services hereunder. The Attorneys’ efforts shall include, but not be limited to establishing precautions to prevent their 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. The Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Attorneys shall not, during the period of this Agreement, employ or offer employment to any County employee for any purpose.

7. **Confidentiality and Communication with County:** Attorneys shall maintain the confidentiality of all information which they may acquire arising out of or connected with activities under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Attorneys shall inform all of their principals, employees and agents providing services hereunder of the confidentiality provisions of this Agreement.

Attorneys recognize that their relationship with County and its agents and employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through County is confidential and privileged. Attorneys warrant that they shall not disclose or use in any manner whatsoever any of the information from County’s officers, employees, and agents in connection with said relationships or proceedings. Attorneys understand that the County Counsel is the legally empowered legal representative of County and its officers and employees and Attorneys shall not without specific direction from the County Counsel communicate with, advise or represent County officers or employees (with the exception that members of the Board of Supervisors may of course engage in attorney-client privileged communications directly with Attorneys without such prior direction to Attorneys from County Counsel). These confidentiality obligations shall survive this Agreement’s termination or expiration.

8. **Independent Contractors:** Attorneys shall be considered as independent contractors and

neither Attorneys, its employees nor anyone working under Attorneys shall be considered an agent or an employee of County. Neither Attorneys, their employees nor anyone working under Attorneys shall qualify for workers' compensation or other fringe benefits of any kind through County.

9. **Assignment or Sub-Contracting:** 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 Agreement nor any portion thereof may be assigned or sub-contracted by Attorneys without the express written consent of County. Any attempt by Attorneys to assign or sub-contract the performance or any portion thereof of this Agreement without the express written consent of County shall be invalid and shall constitute a material breach of this Agreement. However, Attorneys may retain consultants or experts as Attorneys deem appropriate after receiving County Counsel's written approval in an amount not to exceed \$150,000 per contract, or in amounts in excess of \$150,000 if approved by the County Board of Supervisors (see Exhibit B).

10. **Performance:** Attorneys shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to County's satisfaction. Attorneys shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services performed by the Attorneys under this Agreement. Attorneys shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, materials, and supplies necessary therefore; shall at their 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 services; and, if permitted to subcontractors, shall be fully responsible for all work performed by subcontractors.

11. **Compliance with Laws:** Attorneys represent and warrant that services to be provided under this Agreement shall fully comply, at Attorneys' 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. Attorneys acknowledge that County is relying on Attorneys to ensure such compliance, and pursuant to the requirements of section 15 below, Attorneys agree that they 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.

12. **Attorneys Personnel:** Attorneys warrant that all Attorneys' personnel engaged in the performance of work under this Agreement shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by the County. County expressly retains the right to have any of the Attorneys' personnel removed from performing services under this Agreement to the County. Attorneys shall effectuate the removal of the specified Attorneys personnel from providing any services to the County under this Agreement within one business day of notification by County Counsel. County Counsel's Supervising Attorney shall submit the request in writing to the Attorneys. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Attorneys personnel be removed from performing services under this Agreement.

Attorneys' Supervising Attorney for this Agreement shall be David Burhenn. Attorneys' Supervising Attorney shall have full authority to act for Attorneys on all daily operational matters under this Agreement and shall serve as or designate lead counsel ("**Lead Counsel**") for all activities performed under the scope of services described below. Designation of Lead Counsel shall be subject to County Counsel's written approval. Any change in Attorneys' Supervising Attorney shall be first authorized in writing by County Counsel's Supervising Attorney.

County Counsel's designated Supervising Attorney under this Agreement shall be Supervising Deputy County Counsel Thomas A. Miller. County Counsel's Supervising Attorney shall have authority to act for County, within the scope of his or her authority, on all daily operational matters under this Agreement and shall review and approve all Attorneys' reports, whether written or verbal, and any change in Attorneys' Supervising Attorney or Lead Counsel. Whenever County Counsel designates a Supervising Attorney or change in Supervising Attorney, he, she or his or her designee shall notify Attorneys in writing.

13. **Reports/Meetings:** The Attorneys shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Agreement. The County and the Attorneys will meet on reasonable notice to discuss the Attorneys' performance and progress under this Agreement. If requested, the Attorneys' personnel shall attend all meetings. The Attorneys shall provide such information that is requested by the County for the purpose of monitoring progress under this Agreement.

14. **Patent/Copyright Materials/Proprietary Infringement:** Attorneys shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. Attorneys warrant that any materials and 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. Attorneys agree that, in accordance with the more specific requirement contained in the Indemnification section below, they shall indemnify, defend and hold County Indemnitees (as defined below) 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.

15. **Indemnification:** Attorneys agree to indemnify, defend with counsel approved in writing by County, and hold harmless 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**") from any and all 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 negligent performance of services pursuant to this Agreement. If judgment is entered against Attorneys and County (or any County Indemnitee), by a court of competent jurisdiction because of the concurrent active negligence of Attorneys and County or County Indemnitees, Attorneys and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

16. **Insurance Provisions:**

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

If the attorneys fail 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 licensed to do business in the state of California (California Admitted Carrier) or have 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**.

If the insurance carrier is not an admitted carrier in the state of California and 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.

Self-Insured Retentions

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 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), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

Required Coverage

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	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicle	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

Commercial General Liability Policy

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 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).

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

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

- 2) 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.

Automobile Liability Policy

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.

Professional Liability Coverage

If Attorneys' Professional Liability policy is a "claims made" policy, Attorneys shall agree to maintain professional liability coverage for two years following completion of Agreement.

Waiver of Right of Subrogation

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

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

Notice of Cancellation

All insurance policies required by this Agreement shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

Insurance Certificates

Insurance certificates should be forwarded to County Counsel at the address listed for Notices in this Agreement.

Change in Coverage Requirements

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

County Counsel's Supervising Attorney shall notify Attorneys in writing of changes in the insurance requirements. If Attorneys do not deposit copies of acceptable certificates of insurance and endorsements with County Counsel incorporating such changes within thirty days of receipt of such notice, this Agreement may be in breach without further notice to Attorneys, and County shall be entitled to all legal remedies.

Procuring of Insurance Is Not a Limitation of Liability

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

17. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Agreement by the Attorneys. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Attorneys without the express written consent of the County.

18. **Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Attorneys in the performance of this Agreement will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Attorneys after completion or termination of this Agreement without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Agreement.

19. **Records:** The Attorneys shall keep an accurate record of time expended by Attorneys and the subcontractors working for Attorneys in the performance of this Agreement. Such record shall be available for periodic inspection by the County at reasonable times.

20. **Audits/Inspections:** Attorneys agree 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 Attorneys for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Attorneys will be provided reasonable notice of such an audit or inspection.

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

Attorneys agree to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated under this Agreement or by law. Attorneys agree to allow interviews of any employees or others who might reasonably have information related to such records. Further, Attorneys agree to include a similar right to the County to audit records and interview staff of any subcontractors related to performance of this Agreement.

Should the Attorneys cease to exist as a legal entity, the Attorneys' 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 Counsel's Supervising Attorney.

21. **Termination for County's Convenience:** Services performed under this Agreement may be terminated in whole or in part at any time County deems termination of this Agreement to be in its best interests. County Counsel's Supervising Attorney shall terminate services by delivering to Attorneys a written Termination Notice specifying the extent to which services are terminated and the effective termination date. After receiving a Termination Notice and unless

otherwise directed by County Counsel's Supervising Attorney, Attorneys shall:

- a) Take all necessary steps to stop services on the date and to the extent specified in the Termination Notice.
- b) Complete services not terminated by the Termination Notice.
- c) Complete and submit a written Closing Report within 30 days after the termination date, including a brief description of any outstanding legal issues or matters which are pending with Attorneys (including a discussion of applicable law) a list and description of all scheduled meetings, court appearances or matters which Attorneys were to attend and an assessment of the accomplishments of Attorneys' engagement.
- d) Submit final billing for terminated services no later than sixty (60) calendar days from the effective termination date. If Attorneys fail to submit a final billing within the time allowed, County may determine, on the basis of information available to it, the amount, if any, due to Attorneys. After County makes a determination, it shall pay Attorneys that amount. County's determination shall be final.
- e) Provide County Counsel's Supervising Attorney with copies (electronic and hard copies) of all files and attorney work product for any matters in which Attorneys were retained by County. This includes any computerized index, computer programs and document retrieval systems created or used for the matters. When instructed by County Counsel's Supervising Attorney, Attorneys shall file with the court the appropriate substitution of counsel.

22. **Breach of Agreement:** The failure of the Attorneys to comply with any of the terms, provisions, covenants or conditions of this Agreement shall constitute a material breach of this Agreement. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- a) Afford the Attorneys written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Agreement within which to cure the breach; and/or
- b) Discontinue payment to the Attorneys for and during the period in which the Attorneys are in breach; and offset against any monies billed by the Attorneys but yet unpaid by the County those monies disallowed pursuant to the above; and/or
- c) Terminate the Agreement immediately, without penalty to the County.

23. **Consent to Breach Not Waiver:** No term or provision of this Agreement 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.

24. **Remedies Not Exclusive:** The remedies for breach set forth in this Agreement 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 Agreement does not preclude resort by either Party to any other remedies provided by law.

25. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail,

return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

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

For Attorneys: Name: *[Name of Firm]*
 Address: *[Firm Address]*
 Attn.: *[Name of Attorneys' Supervising Attorney]*
 Title:
 Phone:
 Fax:
 email:

For County: Name: Office of the Orange County Counsel
 Address: Hall of Administration
 P.O. Box 1379
 Santa Ana, CA 92702-1379
 Attn.: Thomas A. Miller
 Title: Supervising Deputy County Counsel
 Phone: (714) 834-6019
 Fax: (714) 834-2359
 email: thomas.miller@coco.ocgov.com

26. **County Child Support Enforcement:** In order to comply with child support enforcement requirements of County, within 30 days of the effective date of this Agreement, Attorneys agree to furnish to the County Counsel's Supervising Attorney a fully completed and executed certification in the form of Exhibit D. It is expressly understood that this data will be transmitted to government agencies charged with the establishment and enforcement of child support orders, and for no other purposes.

Failure of the Attorneys to timely submit the data and/or certification required above or to comply with all federal and state 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 this Agreement.

27. **Employee Eligibility Verification:** The Attorneys warrant that they fully comply with all Federal and State statutes and regulations regarding the employment of aliens and others and that all Attorneys' employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Attorneys 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 Attorneys shall retain all such documentation for all covered employees for the period prescribed by the law. The Attorneys shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and County Indemnitees from employer sanctions and any other liability which may be assessed against the Attorneys or the County/County Indemnitees 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 Agreement.

28. **Entire Agreement:** This Agreement, including Exhibits A, B, C and D, which are attached hereto, contains the entire Agreement between the Parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein.
29. **Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties.
30. **Governing Law and Venue:** This Agreement 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, without reference to conflict of laws provisions. In the event of any legal action to enforce or interpret this Agreement, 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 venue.
31. **Appropriation/Contingency of Funds:** This Agreement is subject to and contingent upon applicable budgetary appropriations being approved by the Board of Supervisors for each fiscal year during the Term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the County.
32. **Taxes:** Unless otherwise provided herein or by law, the compensation provided for herein includes California state sales or use tax applicable now or in the future.
33. **Change of Ownership:** Attorneys agree that if there is a change or transfer in ownership of Attorneys' business prior to completion of this Agreement, the new owner(s) or successor(s) to Attorneys shall be required to provide documentation satisfactory to the County that the new or owner(s) or successor(s) have assumed and will assume Attorneys' duties and obligations contained in this Agreement and that this Agreement constitutes a valid and fully binding agreement of such new owner(s) or successor(s).
34. **Publication:** No copies of schedules, written documents, and computer based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Agreement, are to be released by Attorneys and/or anyone acting under the supervision of Attorneys 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 Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
35. **Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
36. **Severability:** If any term, covenant, condition or provision of this Agreement 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.
37. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
38. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this

Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

39. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and /or any other claim of injury or damage.

40. **Interpretation:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. 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 it has not been influenced to any extent whatsoever in executing this Agreement 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 Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.

41. **Authority:** The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

42. **Counterparts and .pdf/facsimile signatures.** This Agreement may be signed in counterparts, which together shall constitute one original, and such counterpart signature pages may be exchanged and compiled using facsimile and/or .pdf file versions, which shall be deemed to be original signatures.

SIGNATURES ON FOLLOWING PAGE

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

Dated: **[Date]**

COUNTY:

Leon J. Page
County Counsel

By: _____
[Name],
[Title]

Dated: **[Date]**

ATTORNEYS:

[Name of Firm]

By: _____
[Name], Partner

EXHIBIT A
SCOPE OF SERVICES

1. Attorneys shall perform all normal and customary duties required of special counsel in connection with real property matters, including, but not limited to, real estate transactions, leasing, licensing, title matters, real estate development, financing, acquisitions, dispositions, public-private partnerships, title insurance and survey, environmental matters, construction contracts, California Environmental Quality Act, and zoning and entitlement matters (“**County Real Property Legal Services**”).
2. Attorneys shall advise County staff as to procedures, legality of documents, policy concerns, and legal implications concerning the County Real Property Legal Services.
3. Attorneys shall advise County regarding the requirements of real property law and other state and federal laws relevant to the County Real Property Legal Services.
4. Attorneys shall assist County in negotiation, drafting and implementation of contracts, correspondence, and related documents arising out of or related to the County Real Property Legal Services and/or to the applicable area of County operations.
5. Attorneys shall attend meetings of the Board of Supervisors and relevant staff meetings, as requested by County Counsel.
6. Attorneys shall prepare submissions, resolutions, notices, pleadings, and other legal documents necessary for the County Real Property Legal Services or the applicable area of County operations.
7. Attorneys shall provide representation in hearings, arbitrations, mediations, and any related litigation arising out of the County Real Property Legal Services or the applicable area of County operations.
8. Attorneys shall provide County with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category as is acceptable to County Counsel.
9. Attorneys shall provide all legal services requested by County Counsel within or reasonably related to this Scope of Work.
10. Attorneys shall meet with County representatives as requested by County Counsel.
11. Attorneys shall obtain County Counsel’s written approval before retaining any consultant or expert witness to assist with any individual matter assigned to Attorneys.
12. Attorneys shall obtain the approval of County Counsel prior to undertaking legal research of more than twelve (12) hours on any particular issue.

13. Attorneys shall obtain County Counsel's prior approval for travel outside the Counties of: Orange, Los Angeles, Riverside, Imperial, Kern, San Bernardino, Ventura, Santa Barbara or San Diego.
14. Attorneys shall consult with County Counsel on strategic and tactical decisions.
15. Attorneys shall, if applicable, assist County in settlement evaluations and negotiations, and shall obtain County's authority before making any settlement proposal on County's behalf or to the Court or to any other party to a case or matter. As a general matter, all settlements must be approved by the County Board of Supervisors.

EXHIBIT B
COMPENSATION, INVOICING AND PAYMENT

A. HOURLY RATE SCHEDULE

STAFFING LEVEL	HOURLY RATE
SUPERVISING ATTORNEY	
PARTNERS	
SENIOR ASSOCIATES	
ASSOCIATES	
PARALEGALS	

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNLESS ATTORNEYS RECEIVE PRIOR WRITTEN APPROVAL OF THE COUNTY COUNSEL'S SUPERVISING ATTORNEY, THE COUNTY WILL NOT COMPENSATE ATTORNEYS FOR THE ATTENDANCE OR PARTICIPATION OF MORE THAN ONE ATTORNEY (INCLUDING ATTORNEYS STAFF) IN ANY MEETING, CONFERENCE CALL, DEPOSITION, COURT APPEARANCE OR SIMILAR MATTER. IN THE EVENT MORE THAN ONE ATTORNEY ATTENDS ANY MATTER, THE COUNTY WILL COMPENSATE ATTORNEYS AT THE HOURLY RATE FOR THE MOST SENIOR ATTORNEY PRESENT.

IN ADDITION, UNLESS ATTORNEYS RECEIVE PRIOR WRITTEN APPROVAL OF THE COUNTY COUNSEL'S SUPERVISING ATTORNEY, THE COUNTY WILL NOT PAY ANY ATTORNEY HOURLY RATE FOR TIME SPENT TRAVELING, REGARDLESS OF THE FORM OF TRANSPORTATION (AUTOMOBILE, AIR, ETC.)

B. EXPENSES

County shall reimburse Attorneys for their actual out-of-pocket expenses without mark-up, excluding expenses generally considered as overhead already reflected in the Attorney' hourly rates.

1. **Reimbursable ordinary expenses** shall include, but not be limited to:
 - a. Transcript fees.
 - b. Postage.
 - c. Messenger service.
 - d. Process service.
 - e. Document reproduction by outside vendor.
 - f. In-house document reproduction. If amount charged in any one month exceeds \$500.00, prior County Counsel approval shall be obtained.

2. **Reimbursable extraordinary expenses** include charges of which Attorneys have obtained County Counsel's prior approval. Such expenses include, but shall not be limited to:
 - a. Consultants, up to \$150,000 per contract, unless otherwise authorized by the County Board of Supervisors.
 - b. Expert witnesses up to \$150,000 per contract, unless otherwise authorized by the County Board of Supervisors.
 - c. Travel outside the counties of Orange, Los Angeles, San Bernardino, Riverside, Imperial, Kern, Ventura, Santa Barbara and San Diego. Such extraordinary expenses shall be reimbursed at the IRS prevailing rate for mileage only.
 - d. Investigative services.
 - e. Any expense item exceeding Five Hundred Dollars (\$500.00).

3. **Non-reimbursable expenses** include, but shall not be limited to:
 - a. Staff time or overtime for performing secretarial, clerical, or word processing functions.
 - b. Charges for time spent to provide necessary information for County audits or billing inquiries.
 - c. Charges for work performed which had not been authorized by County Counsel. Such work shall be a gratuitous effort by Attorneys.

- d. Mileage, travel expenses, or telephone expenses within the counties of Orange, Los Angeles, San Bernardino, Riverside, Imperial, Kern, Ventura, Santa Barbara and San Diego.

BILLINGS AND PAYMENTS

A. BILLINGS

1. Attorneys shall submit monthly billing statements in arrears, no later than the tenth (10th) of the month following the month service was rendered.
2. The original billing statement(s) and one copy shall be submitted to:

County of Orange
Office of the County Counsel
333. W. Santa Ana Blvd, 4th Floor
Post Office Box 1379
Santa Ana, California 92702-1379
ATTN: [*County Counsels' Supervising Attorney*]

3. The original of each billing statement shall include a declaration of Attorneys' Supervising Attorney or Lead Counsel as provided in Exhibit C.
4. Each billing statement shall be identified by a unique number and shall be itemized to include:
 - a. Matter or Case name and court number.
 - b. Staffing level(s), hourly rates and specific activities for each attorney and/or paralegal.
 - (1) Each activity shall be billed separately as a line item in a time reporting format acceptable to County Counsel.
 - (2) A detailed description of specific activities for each attorney and/or paralegal.
 - c. Total current and cumulative monthly fees billed for each staffing level.
 - d. Total current monthly expenses billed in the following categories:
 - (1) Consultant and expert witness expenses;
 - (2) Deposition and transcript expenses; and
 - (3) Other miscellaneous expenses.
 - e. Total cumulative expenses to date billed in (d) directly above.

B. PAYMENTS

County shall make payment(s) for services rendered under this Agreement monthly in arrears based on the monthly itemized billing statement(s) Attorneys submit to County. County shall make its best effort to process payments promptly after receiving Attorneys' monthly billing statement. County shall not pay interest or finance charges on any outstanding balance(s).

EXHIBIT C
ATTORNEYS' DECLARATION ON BILLING STATEMENT

The following declaration shall be made on the original of each billing statement and personally signed and dated by Attorneys' Supervising Attorney or Lead Counsel.

“I have personally examined this billing statement. All entries are in accordance with the Agreement For Professional Legal Services, are correct and reasonable for the services performed and costs incurred, and no item on this statement has been previously billed to County.”

DATE

SIGNATURE

NAME

TITLE
(Supervising Attorney or Lead Counsel)

EXHIBIT D
ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address.

Name:
DOB:
Social Security Number:
Residence Address:

B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity.

Name:
D.O.B.:
Social Security Number:
Residence Address:

Name:
DOB.:
Social Security Number:
Residence Address:

(Additional sheets may be used if necessary)

CERTIFICATION

“I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees, and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments, and will continue to be in compliance throughout the term of (1) Contract (Contract #) or the contract for (Contract Description) with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract without cost to the County.”

Authorized Signature

Typed or Printed Name

Title



County Executive Office

Memorandum

August 18, 2016

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

2016 AUG 18 PM 3:11
CLERK OF COUNTY BOARD OF SUPERVISORS

S30B

The County Executive Office is requesting a supplemental for the August 23, 2016, Board Hearing Meeting.

Agency: Sheriff-Coroner
Subject: Ratify Peace Officer Standards and Training Contract for Coroner
Districts: All Districts

Reason for supplemental: A Supplemental item is requested as POST did not include two Exhibits to the original agreement that was approved by the Board on 6/28/16. The Sheriff received the revised the contract on 8/17/16. As there is a POST conference scheduled on September 19, 2016 which is covered by this contract, and the POST legal department must have at least 10 days to review and approve the revised contract after it is approved by the Board, the 8/23/16 Board date is the only Board date which would allow the scheduled training to be covered by the agreement.

Concur:

Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

MEETING DATE: 8/23/2016
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: *[Signature]*
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Toni Bland (714) 647-1803
Chris Wilson (714) 647-7440

2016 AUG 18 PM 3:11
RECEIVED
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

SUBJECT: Ratify Peace Officer Standards and Training Contract for Coroner

CEO CONCUR

[Signature]
CEO Signature

COUNTY COUNSEL REVIEW

approved as to form
Action
[Signature]
County Counsel Signature

CLERK OF THE BOARD

Discussion
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: N/A

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: \$126,071

Funding Source: State: 100% (Commission on POST)

County Audit in last 3 years No

Prior Board Action: 6/28/2016 #7, 9/1/2015 #19, 8/5/2014 #12, 8/13/2013 #7, 6/18/2013 #6

RECOMMENDED ACTION(S)

Ratify and authorize the Sheriff-Coroner or her designee to execute, on behalf of the County of Orange, the Peace Officer Standards and Training Agreement with the State of California for the Sheriff-Coroner to provide coroner training courses for the period of July 1, 2016 through June 30, 2017, with a maximum reimbursement to the County of \$126,071.

SUMMARY:

Ratification of the Commission on Peace Officer Standards and Training contract will allow the Sheriff-Coroner to provide coroner training courses to provide up-to-date forensic information to staff.

BACKGROUND INFORMATION:

The Sheriff-Coroner Department operates the California Coroner Training Center, constructed in 2002 with \$10 million in state revenue that was allocated to the County of Orange for this facility. This state-of-the-art coroner training center was constructed so that specialized coroner training courses would be made available to death investigation professionals throughout California. The Sheriff-Coroner Department provides coroner training courses in the facility to coroner staff throughout the State for the Commission on Peace Officers Standards and Training (POST). The costs of providing this training are offset by reimbursement from POST, pursuant to an annual agreement. The last four POST agreements were approved by the Board of Supervisors (Board) on September 1, 2015, August 5, 2014, August 13, 2013 and June 18, 2013.

The FY 2016-17 POST agreement was initially approved by the Board on June 28, 2016. However, the Sheriff-Coroner Department was notified by POST staff on August 15, 2016 that two of the Exhibits (i.e., Exhibit E and F) had inadvertently not been included with the original contract. Exhibit E includes Special Terms and Conditions pertaining to equipment purchased. Exhibit F addresses equipment purchases, and, per POST, both Exhibits must be included in the contract. Additionally, POST required changes on two other Exhibits. On Exhibit A, Attachment 13, POST replaced Total Hours Per Course Presentation from 24 to 8. On Exhibit B, Attachment 12, POST changed the number of Presentations from 2 to 4 which was necessary as that page referenced both Modules A and B. As a result, the revised contract must be submitted for Board approval. The revised contract was forwarded on August 17, 2016. No training under this contract has yet been provided.

The proposed FY 2016-17 POST agreement provides for the Sheriff-Coroner Department to present the following courses: 80-hour Coroner Basic Death Investigation, Modules A and B; 32-hour Coroners' Symposium; 24-hour Death Investigation; 24-hour Homicidal Drowning Death Investigation; 8-hour Death Notification and Stress; 24-hour Mass Fatality Management; 8-hour Coroner Death Investigation - Bone ID and Recovery; 8-hour Death Investigation Shooting Scenes; 8-hour Death Investigation - Blood Pattern Recognition; 8-hour Death Investigation - Insect; 8-hour Death Investigation - Photography; 8-hour Investigator - Gravesite Excavation; and 8-hour Coroner Safety Update. In addition, POST will fund Internet connectivity, and any maintenance needed. The maximum reimbursement to the County for the provision of coroner training courses provided within this agreement period is \$126,071.

This contract is submitted for ratification by the Board as the Sheriff-Coroner Department received the revised contract from the POST staff on August 17, 2016 which did not allow this item to be agendaized prior to its effective date. A Supplemental item is requested as there is a POST conference scheduled on September 19, 2016 which is covered by this contract, and the POST legal department must have at least 10 days to review and approve the revised contract after it is approved by the Board.

FINANCIAL IMPACT:

The State reimburses the County for the costs of providing training pursuant to this agreement. Appropriations and revenue related to this agreement are included in the FY 2016-17 Adopted Budget for Budget Control 060, Sheriff-Coroner. The agreement contains language allowing both parties to terminate the contract in the event that funding is reduced and/or not available.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract #16112123

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

16112123

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Commission on Peace Officer Standards and Training

CONTRACTOR'S NAME

Orange County Sheriff-Coroner Department

2. The term of this July 1, 2016 through June 30, 2017

Agreement is:

3. The maximum amount \$126,071.00
 of this Agreement is: (One Hundred Twenty Six Thousand, Seventy One Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A - Attachments 1-13 – Specifications for Coroners Courses	17 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B – Attachments 1-14 – Budget Detail for Contracted Courses	14 pages
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	1 page
Exhibit E – Special Terms and Conditions	1 page
Exhibit F – Inventory of Equipment Purchased	1 page

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Orange County Sheriff-Coroner Department		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Christopher Wilson, Captain		
ADDRESS		
1071 West Santa Ana Boulevard, Santa Ana, CA 92703		
STATE OF CALIFORNIA		
AGENCY NAME		
Commission on Peace Officer Standards and Training		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Dave Cornejo, Assistant Executive Director		
ADDRESS		
860 Stillwater Road, Suite 100 West Sacramento, CA 95605-1630		
		<input type="checkbox"/> Exempt per: APPROVED AS TO FORM OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA

By
 Date: 8/7/16 Deputy

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A
Page 1 of 2

EXHIBIT A

SCOPE OF WORK

1. Orange County Sheriff-Coroner Department (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), the following Coroner courses:
 - A) 40-hour Module A Coroner Course at a per course cost of \$9,070.00
 - B) 40-hour Module B Coroner Course at a per course cost of \$9,070.00
 - C) 32-hour Coroners Symposium, Advanced at a per course cost of \$20,000.00
 - D) 24-hour Death Investigation Course at a per course cost of \$4,100.00
 - E) 24-hour Homicidal Drowning Death Investigation Course at a per course cost of \$6,000.00
 - F) 8-hour Death Notification & Stress Course at a per course cost of \$2,090.00
 - G) 24-hour Mass Fatalities Management Course at a per course cost of \$4,100.00
 - H) 8-hour Coroner Death Investigation-Bone ID & Recovery Course at a per course cost of \$3,000.00
 - I) 8-hour Coroner Death Investigation Shooting Scenes Course at a per course cost of \$3,000.00
 - J) 8-hour Coroner Death Inv/Blood Pattern Recognition Course at a per course cost of \$3,000.00
 - K) 8-hour Coroner Death Investigation-Insect Evidence Course at a per course cost of \$3,004.00
 - L) 8-hour Coroner Death Investigation-Photography Course at a per course cost of \$2,964.00
 - M) 8-hour Coroner Death Investigator-Gravesite Excavation Course at a per course cost of \$2,969.00
 - N) 8-hour Coroner Safety Update Course at a per course cost of \$1,927.00
2. It is mutually agreed that coroners shall be given priority enrollment to the above listed courses.
3. Contractor agrees that all courses shall be certified by POST and will be presented in accordance with content provided by POST.
4. Contractor is authorized an amount not to exceed **\$6,700.00** to purchase internet connectivity and any maintenance needed.
5. All students must be law enforcement personnel, employed full-time with an agency in the POST reimbursement program, and must be assigned to follow-up investigation duties.
6. The project coordinators during the term of this agreement will be:

POST

Name: Melanie Dunn
Phone: (916) 227-4866
Email: Melanie.dunn@post.ca.gov

Orange County Sheriff-Coroner Dept.

Name: Richard Rodriguez
Phone: (714) 647-7442
Email: rrodriguez@ocsd.org

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 1
Page 2 of 2

Direct all agreement inquiries to:

POST

Contracts Unit

Attention: Wendy Roberson
860 Stillwater Road, Suite 100
Blvd
West Sacramento, CA 95605

Phone: (916) 227-3937

Email: wendy.roberson@post.ca.gov

Orange County Sheriff-Coroner Dept.

Name: Richard Rodriguez

Address: 1071 West Santa Ana

Santa Ana, CA 92703

Phone: (714) 647-7442

Email: rrodriguez@ocsd.org

7. Statement of Work

See Exhibit A, Attachments 1 through 13

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 1
Page 1 of 3

Course: CORONERS COURSE – 31200 – Modules A and B

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

Total Hours Per Course Presentation: **80**

Total Number of Days of Class: **10**

Module A and B

Day 1

Start	End	Subject
0800	0900	Course Expectations & Pre Test
0900	1500	Role of Death Investigator-National Guidelines-Death Notification
1500	1700	Identifying the Unidentified-Cal ID

Day 2

Start	End	Subject
0800	1000	Public Administrator
1000	1200	Report Writing
1300	1500	Motor Vehicle Fatalities
1500	1700	Blood Borne Pathogens

Day 3

Start	End	Subject
0800	1000	Sudden and Unexpected Death
1000	1200	Coroner Related Law
1300	1500	Disaster Management
1500	1700	Infant Death Investigation

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 1
Page 2 of 3

Day 4

Start	End	Subject
0800	1000	Organ Donation
1000	1200	Forensic Photography
1300	1700	Drug Death Investigation

Day 5

Start	End	Subject
0800	1200	Autopsy Procedures and Time of Death Applications
1300	1500	Media Relation
1500	1700	Time of Death

Day 6

Start	End	Subject
0800	1000	Forensic Death Investigation/Crime Lab Procedures
1000	1200	Bloodstain Pattern Interpretation
1300	1500	Unusual Forensic Cases-Toxicology Interpretation
1500	1700	Basic Anatomy

Day 7

Start	End	Subject
0800	1000	Post Traumatic Stress Disorder
1000	1200	Critical Incident Stress Management
1300	1500	Death Investigation in the Age of Terrorism
1500	1700	Asphyxial Deaths

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 1
Page 3 of 3

Day 8

Start	End	Subject
0800	1000	Psychological Autopsy and Profiling
1000	1200	Tool Marks and Biological Material
1300	1500	Fire Death Investigation
1500	1700	Explosives

Day 9

Start	End	Subject
0800	1200	Forensic Dentistry
1300	1500	Anthropological Recovery
1500	1600	Forensic Anthropology
1600	1700	Bone Lab

Day 10

Start	End	Subject
0800	0900	Pediatric Forensic Pathology
0900	1000	Child Abuse and Neglect
1000	1100	Firearm and Electrical Injuries
1100	1200	Post Mortem Identification
1300	1500	Court Testimony
1500	1700	Final Exam-Test Results-POST Certificates

Course: CORONERS SYMPOSIUM, ADV – 34481

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

Total Hours Per Course Presentation: **32**

Total Number of Days of Class: **5**

Day 1

Start	End	Subject
1000	1200	Asiana Airlines Flight 214 Investigation
1200	1300	Lunch
1300	1500	High Profile Death Investigation Robin Williams Case Study
1500	1600	Federal Response to Mass Fatalities Events
1600	1630	Coroner Mutual Aid Process

Day 2

Start	End	Subject
0800	1000	Beyond the Database: NamUs Working to resolve Missing & Unidentified Cases
1000	1100	Missing Person DNA Submission of Identified Partial Remains
1100	1200	DOJ Missing and Unidentified Person
1200	1300	Lunch
1300	1400	Funeral Cemetery Affairs/Laws
1400	1500	Medical Record Review: Finding the Information You Need Without “Googling” Every Medical Term
1500	1700	Forensic Anthropology at the FBI Laboratory

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 2
Page 2 of 2

Day 3

Start	End	Subject
0830	0930	Investigation Skills Checklist
0930	1000	Sudden Infant Death Syndrome and Sudden Unexplained Infant Death/SIDS Seminar
1000	1200	Forensic Entomology: A Bug's Eye View of Death
1200	1300	Lunch
1300	1500	Forensic Dental Case Files Not Exactly What You See on CSI
1500	1600	Laws Protecting Native American Remains
1600	1700	Missing Persons Day Coroner/M.E. Connection

Day 4

Start	End	Subject
0800	1000	State Prison In-Custody Deaths/Causes
1000	1200	Dangers and Awareness for Coroner/Medical Examiners in California Correctional Facilities
1200	1330	Lunch
1330	1430	Lessons Learned: The Evergreen Death Case Study
1430	1530	Case Study: San Clemente Island Diver
1530	1630	Unsafe Sleep Environments/Infants

Day 5

Start	End	Subject
0800	1200	Twilight Murders-Elderly Women and Their Offenders: A Study in Sexual Assault and Homicide

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 3
Page 1 of 1

Course: DEATH INVESTIGATION

Presenter: RIVERSIDE COUNTY SHERIFF'S DEPT. (2200)

Total Hours Per Course Presentation: **24**

Total Number of Days of Class:

COURSE TO BE DEVELOPED

Course: HOMICIDAL DROWNING INVESTIGATION - 31444

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

Total Hours Per Course Presentation: **24**

Total Number of Days of Class: **3**

Day 1

Start	End	Subject
0800	0830	Introduction/Course expectations
0830	0930	Drowning as a Tragic Accident
0930	0940	Break
0940	1030	Role of the Dive Team
1030	1045	Break
1045	1200	The Drowning Scene
1200	1300	Lunch
1300	1400	The Drowning Scene (cont.)
1400	1410	Break
1410	1500	The Drowning Process
1500	1700	How People Drown and What it Looks Like

Day 2

Start	End	Subject
0800	0945	Statement Analysis
0945	1000	Break
1000	1100	Video Analysis of drowning deaths
1100	1200	Postmortem physiology (How people drown)
1200	1300	Lunch
1300	1400	Dumped or Drowned (Pedophilic homicidal drowning)

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 4
Page 2 of 2

Day 2 (Cont.)

Start	End	Subject
1400	1410	Break
1410	1500	Child Drowning/Bath Tub video
1500	1510	Break
1510	1700	Homicide Case Histories

Day 3

Start	End	Subject
0800	1000	Investigation Techniques (morning session)
1010	1020	Break
1020	1200	Investigation Techniques-State of Art Forensics
1200	1300	Lunch
1300	1500	Investigation Techniques(Afternoon session) Scuba Diving Fatality Investigation
1510	1520	Break
1520	1700	Investigation Techniques/Scuba Fatalities/Scuba Homicides/Autoerotic Immersion Asphyxia/Conclusion

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 5
Page 1 of 1

Course: DEATH NOTIFICATIONS & STRESS - 22321

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

Total Hours Per Course Presentation: 8

Total Number of Days of Class: 1

Day 1

Start	End	Subject
0800	0815	Intro and housekeeping
0815	0900	Practices for a Proper Death Notification
0900	1100	Practices for a Death Notification and Learning Activities
1100	1200	Practices for a Death Notification and Learning Activities
1200	1300	Lunch
1300	1400	Grief and Stress
1400	1500	Grief and Stress with Learning Activities. Instructor assisting Tom Sabibo, PhD.
1500	1600	Grief and Stress with Learning Activities. Instructor assisting Tom Sabibo, PhD.
1600	1700	Death Notification Learning Activities. Course Summary and Evaluation

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 6
Page 1 of 1

Course: MASS FATALITIES MANAGEMENT

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

Total Hours Per Course Presentation: **24**

Total Number of Days of Class:

COURSE TO BE DEVELOPED

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 7
Page 1 of 1

Course: CORONER DEATH INVESTIGATION-BONE ID & RECOVERY - 31202

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

Total Hours Per Course Presentation: 8

Total Number of Days of Class: 1

Day 1

Start	End	Subject
0800	0830	Introduction
0830	1100	Bone ID
1100	1200	Bone ID Exercises
1200	1300	Lunch
1300	1330	Bone Scatter Recovery
1330	1700	Bone Scatter Practical Exercise

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 8
Page 1 of 1

Course: CORONER DEATH INVESTIGATION SHOOTING SCENES - 31206

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

Total Hours Per Course Presentation: 8

Total Number of Days of Class: 1

Day 1

Start	End	Subject
0800	0830	Sign-In, Introductions
0830	1000	Shooting Reconstruction
1000	1030	Evidence Collection
1030	1200	Bullet Hole/Caliber Relationships Ejection Patterns
1200	1300	LUNCH
1300	1630	Bullet Trajectory Determination Exercises
1630	1700	Review and Evaluations

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 9
Page 1 of 1

Course: CORONER DEATH INV/BLOOD PATTERN RECOGNITION – 31207

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

Total Hours Per Course Presentation: 8

Total Number of Days of Class: 1

Day 1

Start	End	Subject
0800	0830	Course Objectives. Introduction to Bloodstain Pattern Analysis
0830	0930	Pattern Definitions
0930	1200	Create Passive Bloodstain Pattern Exercises
1200	1300	Lunch
1300	1400	Motion, Directionally, Stain Shape, Impact Angle
1400	1500	Create Motion and Angle Bloodstain Exercises
1500	1700	Pattern Recognition Exercises

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 10
Page 1 of 1

Course: CORONER DEATH INVESTIGATION – INSECT EVIDENCE - 31204

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

Total Hours Per Course Presentation: **8**

Total Number of Days of Class: **1**

Day 1

Start	End	Subject
0800	0830	Introductions
0830	1030	Forensic Entomology
1030	1200	Documentation and Collection of Entomological Evidence
1200	1300	Lunch
1300	1700	Practical Exercise

Commission on Peace Officer Standards and Training
and Orange County Sheriff Coroner-Department
Agreement Number 16112123
Exhibit A, Attachment 11
Page 1 of 1

Course: CORONER DEATH INVESTIGATION - PHOTOGRAPHY - 31205

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

Total Hours Per Course Presentation: **8**

Total Number of Days of Class: **1**

Day 1

Start	End	Subject
0800	0830	Introductions
0830	1100	Limited Capability Cameras
1100	1200	Practical Exercise
1200	1300	Lunch
1300	1500	Scene and Autopsy Photography
1500	1700	Practical Exercise & Review

Commission on Peace Officer Standards and Training
and Orange County Sheriff Coroner-Department
Agreement Number 16112123
Exhibit A, Attachment 12
Page 1 of 1

Course: CORONER DEATH INVESTIGATOR - GRAVESITE EXCAVATION - 31203

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

Total Hours Per Course Presentation: **8**

Total Number of Days of Class: **1**

Day 1

Start	End	Subject
0800	0830	Introductions
0830	1200	Gravesite Excavation - Lecture
1200	1300	Lunch
1300	1700	Excavation Exercise

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit A, Attachment 13
Page 1 of 1

Course: CORONER SAFETY UPDATE

Presenter: ORANGE COUNTY SHERIFF'S DEPARTMENT (2060)

Total Hours Per Course Presentation: **24**

Total Number of Days of Class:

COURSE TO BE DEVELOPED

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit B

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT**

- A. Contractor shall receive reimbursement for services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for expenditures incurred consistent with the budget detail, up to the maximum amounts shown, in accordance with the cost breakdown, as described below.
- B. All costs indicated herein are fixed rates. Totals may change based on actual usage. Costs shall be paid in accordance with Exhibit B, Budget Detail, attached hereto not to exceed \$126,071.00.
- C. Invoices shall include the Agreement Number and course roster, and shall be submitted in duplicate not more frequently than monthly in arrears to:

Commission on POST
Accounting Section
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

2. **BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE**

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B

Course Title	Course	Estimated Number of Presentations	Cost Per Presentation	Estimated Course Totals
40-hr. Coroner Course (Mod A)	31200	2	\$9,070.00	\$18,140.00
40-hr. Coroner Course (Mod B)	31200	2	\$9,070.00	\$18,140.00
32-hr. Coroners Symposium, Adv	34481	1	\$20,000.00	\$20,000.00
24-hr. Death Investigation		1	\$4,100.00	\$4,100.00
24-hr. Homicidal Drowning Investigation	31444	2	\$6,000.00	\$12,000.00
8-hr. Death Notifications & Stress	22321	1	\$2,090.00	\$2,090.00
24-hr. Mass Fatalities Management		1	\$4,100.00	\$4,100.00
8-hr. Coroner Death Investigation-Bone ID & Recovery (2330)	31202	1	\$3,000.00	\$3,000.00
8-hr. Coroner Death Investigation Shooting Scenes (2330)	31206	1	\$3,000.00	\$3,000.00
8-hr. Coroner Death Inv/Blood Pattern Recognition (2330)	31207	1	\$3,000.00	\$3,000.00
8-hr. Coroner Death Investigation-Insect Evidence (2330)	31204	2	\$2,204.00 1 time fee \$1,600	\$6,008.00
8-hr. Coroner Death Investigation –Photography (2330)	31205	2	\$2164.00 1 time fee \$1,600	\$5,928.00
8-hr. Coroner Death Investigator–Gravesite Excavation (2330)	31203	2	\$2,169.00 1 time fee \$1,600	\$5,938.00
8-hr. Coroner Safety Update		1	\$1,927.00	\$1,927.00
Equipment, Etc.				
Infant/Child Mannequin	Purchase of one (1) Mannequin			\$12,000.00
Internet Connectivity & Maintenance				\$6,700.00
			Total	\$126,071.00

Budget Overview

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit B, Attachment 2
Page 1 of 1

Course Name:	80 Hour Coroner Course, Modules A and B			
Cost Per Presentation:	\$9,070.00			
Maximum Presentations:	2			
Estimated Course Total:	\$18,140.00			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
Direct Costs:				
Services				
(1) Instruction	\$2,325.00		\$4,650.00	
(2) Coordination	\$1,795.00		\$3,590.00	
(3) Clerical	\$750.00		\$1,500.00	
(4) Printing/Reproduction	\$866.00		\$1,732.00	
Total	\$5,736.00	2	\$11,472.00	
Travel				
(1) Coordinator	\$0.00		\$0.00	
(2) Instructors	\$1,479.00		\$2,958.00	
Total	\$1,479.00	2	\$2,958.00	
Total Services & Travel	\$7,215.00			\$14,430.00
B. Indirect Costs:	\$1,270.00	2	\$2,540.00	\$2,540.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets/Handouts	\$0.00		\$0.00	
(2) Certificates	\$20.00		\$40.00	
(3) Notebooks	\$35.00		\$70.00	
(4) Paper/Office Supplies	\$20.00		\$40.00	
Total	\$75.00	2	\$150.00	
Equipment	\$180.00		\$360.00	
Total	\$180.00	2	\$360.00	
Miscellaneous	\$330.00		\$660.00	
Total	\$330.00	2	\$660.00	
Total Support Costs	\$585.00			\$1,170.00
TOTAL PER PRESENTATION	\$9,070.00		TOTAL PRESENTATION COST	\$18,140.00
			TOTAL CONTRACT COST	\$18,140.00

		<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
Course Name:	32 Hour Coroners Symposium, Adv				
Cost Per Presentation:	\$20,000				
Maximum Presentations:	1				
Estimated Course Total:	\$20,000				
		<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:					
Services					
(1) Instruction		\$960.00		\$960.00	
(2) Coordination		\$3,328.00		\$3,328.00	
Total		\$4,288.00	1	\$4,288.00	
Travel					
(1) Coordinator		\$470.00		\$470.00	
(2) Instructors		\$7,622.00		\$7,622.00	
Total		\$8,092.00	1	\$8,092.00	
Total Services & Travel		\$12,380.00			\$12,380.00
B. Indirect Costs:		\$287.00	1	\$287.00	\$287.00
C. Support Costs					
Supplies (per course)					
(1) Books/Pamphlets		\$1,298.00		\$1,298.00	
(2) Certificates				\$0.00	
(3) Notebooks/Binders				\$0.00	
(4) Handout Reproduc.				\$0.00	
(5) Classroom Supplies		\$100.00		\$100.00	
(6) Other				\$0.00	
Total		\$1,398.00	1	\$1,398.00	
Equipment Rental		\$5,935.00		\$5,935.00	
Total		\$5,935.00	1	\$5,935.00	
Presentation Facility Cost				\$0.00	
Total		\$0.00	1	\$0.00	
Total Support Costs		\$7,333.00			\$7,333.00
TOTAL PER PRESENTATION		\$20,000.00		TOTAL PRESENTATION COST	\$20,000.00
				TOTAL CONTRACT COST	\$20,000.00

Course Name:	24 Hour Death Investigation			
Cost Per Presentation:	\$4,100			
Maximum Presentations:	1			
Estimated Course Total:	\$4,100			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$1,440.00		\$1,440.00	
(2) Coordination	\$1,200.00		\$1,200.00	
Total	\$2,640.00	1	\$2,640.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors	\$525.00		\$525.00	
Total	\$525.00	1	\$525.00	
Total Services & Travel	\$3,165.00			\$3,165.00
B. Indirect Costs:	\$455.00	1	\$455.00	\$455.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$480.00		\$480.00	
(2) Certificates			\$0.00	
(3) Notebooks/Binders			\$0.00	
(4) Handout Reproduc.			\$0.00	
(5) Classroom Supplies			\$0.00	
(6) Other			\$0.00	
Total	\$480.00	1	\$480.00	
Equipment Rental			\$0.00	
Total	\$0.00	1	\$0.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$480.00			\$480.00
TOTAL PER PRESENTATION	\$4,100.00		TOTAL PRESENTATION COST	\$4,100.00
			TOTAL CONTRACT COST	\$4,100.00

Course Name:	24 Hour Homicidal Drowning Investigation			
Cost Per Presentation:	\$6,000			
Maximum Presentations:	2			
Estimated Course Total:	\$12,000			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$1,732.00		\$3,464.00	
(2) Coordination	\$956.00		\$1,912.00	
Total	\$2,688.00	2	\$5,376.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors	\$1,572.00		\$3,144.00	
Total	\$1,572.00	2	\$3,144.00	
Total Services & Travel	\$4,260.00			\$8,520.00
B. Indirect Costs:	\$252.60	2	\$505.20	\$505.20
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$1,250.00		\$2,500.00	
(2) Certificates	\$0.00		\$0.00	
(3) Notebooks/Binders	\$0.00		\$0.00	
(4) Handout Reproduc.	\$0.00		\$0.00	
(5) Classroom Supplies	\$79.00		\$158.00	
(6) Other	\$51.00		\$102.00	
Total	\$1,380.00	2	\$2,760.00	
Equipment Rental	\$107.40		\$214.80	
Total	\$107.40	2	\$214.80	
Presentation Facility Cost			\$0.00	
Total	\$0.00	2	\$0.00	
Total Support Costs	\$1,487.40			\$2,974.80
TOTAL PER PRESENTATION	\$6,000.00		TOTAL PRESENTATION COST	\$12,000.00
			TOTAL CONTRACT COST	\$12,000.00

Course Name:	8 Hour Death Notification & Stress			
Cost Per Presentation:	\$2,090			
Maximum Presentations:	1			
Estimated Course Total:	\$2,090			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$480.00		\$480.00	
(2) Coordination	\$204.00		\$204.00	
Total	\$684.00	1	\$684.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors	\$889.00		\$889.00	
Total	\$889.00	1	\$889.00	
Total Services & Travel	\$1,573.00			\$1,573.00
B. Indirect Costs:		1	\$0.00	\$0.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$185.00		\$185.00	
(2) Certificates	\$42.00		\$42.00	
(3) Notebooks/Binders			\$0.00	
(4) Handout Reproduc.			\$0.00	
(5) Classroom Supplies	\$254.00		\$254.00	
(6) Other			\$0.00	
Total	\$481.00	1	\$481.00	
Equipment Rental	\$36.00		\$36.00	
Total	\$36.00	1	\$36.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$517.00			\$517.00
TOTAL PER PRESENTATION	\$2,090.00		TOTAL PRESENTATION COST	\$2,090.00
			TOTAL CONTRACT COST	\$2,090.00

Course Name:	24 Hour Mass Fatalities Management			
Cost Per Presentation:	\$4,100			
Maximum Presentations:	1			
Estimated Course Total:	\$4,100			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$1,440.00		\$1,440.00	
(2) Coordination	\$152.00		\$152.00	
Total	\$1,592.00	1	\$1,592.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors	\$2,000.00		\$2,000.00	
Total	\$2,000.00	1	\$2,000.00	
Total Services & Travel	\$3,592.00			\$3,592.00
B. Indirect Costs:	\$103.00	1	\$103.00	\$103.00
C. Support Costs				
Supplies (per course)				
(1) Flash drive	\$105.00		\$105.00	
(2) Certificates			\$0.00	
(3) Notebooks/Binders			\$0.00	
(4) Handout Reproduc.			\$0.00	
(5) Classroom Supplies			\$0.00	
(6) Other	\$300.00		\$300.00	
Total	\$405.00	1	\$405.00	
Equipment Rental			\$0.00	
Total	\$0.00	1	\$0.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$405.00			\$405.00
TOTAL PER PRESENTATION	\$4,100.00		TOTAL PRESENTATION COST	\$4,100.00
			TOTAL CONTRACT COST	\$4,100.00

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit B, Attachment 8
Page 1 of 1

Course Name:	8 Hour Coroner Death Investigation-Bone ID & Recovery			
Cost Per Presentation:	\$3,000			
Maximum Presentations:	1			
Estimated Course Total:	\$3,000			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$640.00	
(2) Coordination	\$480.00		\$480.00	
Total	\$1,120.00	1	\$1,120.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			<u>\$0.00</u>	
Total	\$0.00	1	\$0.00	
Total Services & Travel	\$1,120.00			\$1,120.00
B. Indirect Costs:			\$0.00	\$0.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$45.00		\$45.00	
(2) Misc. Supplies	\$120.00		\$120.00	
(3) Notebooks/Binders	\$60.00		\$60.00	
(4) Handout Reproduc.	\$40.00		\$40.00	
(5) Classroom Supplies	\$15.00		\$15.00	
Total	\$280.00	1	\$280.00	
Equipment Rental			<u>\$0.00</u>	
Total	\$0.00	1	\$0.00	
Presentation Facility Cost			<u>\$0.00</u>	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$280.00			\$280.00
TOTAL PER PRESENTATION	\$1,400.00	TOTAL PRESENTATION COST		\$1,400.00
			Special Equipment Purchase (one time annual purchase up to)	\$1,600.00
			TOTAL CONTRACT COST	\$3,000.00

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit B, Attachment 9
Page 1 of 1

Course Name:	8 Hour Coroner Death Investigation Shooting Scenes			
Cost Per Presentation:	\$3,000			
Maximum Presentations:	1			
Estimated Course Total:	\$3,000			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$640.00	
(2) Coordination	\$480.00		\$480.00	
Total	\$1,120.00	1	\$1,120.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			\$0.00	
Total	\$0.00	1	\$0.00	
Total Services & Travel	\$1,120.00			\$1,120.00
B. Indirect Costs:			\$0.00	\$0.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$45.00		\$45.00	
(2) Misc. Supplies	\$120.00		\$120.00	
(3) Notebooks/Binders	\$60.00		\$60.00	
(4) Handout Reproduc.	\$40.00		\$40.00	
(5) Classroom Supplies	\$15.00		\$15.00	
Total	\$280.00	1	\$280.00	
Equipment Rental			\$0.00	
Total	\$0.00	1	\$0.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$280.00			\$280.00
TOTAL PER PRESENTATION	\$1,400.00	TOTAL PRESENTATION COST		\$1,400.00
			Special Equipment Purchase (one time annual purchase up to)	\$1,600.00
			TOTAL CONTRACT COST	\$3,000.00

Commission on Peace Officer Standards and Training
and Orange County Sheriff-Coroner Department
Agreement Number 16112123
Exhibit B, Attachment 10
Page 1 of 1

Course Name:		8 Hour Coroner Death Inv/Blood Pattern Recognition		
Cost Per Presentation:		\$3,000		
Maximum Presentations:		1		
Estimated Course Total:		\$3,000		
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$640.00	
(2) Coordination	\$480.00		\$480.00	
Total	\$1,120.00	1	\$1,120.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			<u>\$0.00</u>	
Total	\$0.00	1	\$0.00	
Total Services & Travel	\$1,120.00			\$1,120.00
B. Indirect Costs:			\$0.00	\$0.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$45.00		\$45.00	
(2) Misc. Supplies	\$120.00		\$120.00	
(3) Notebooks/Binders	\$60.00		\$60.00	
(4) Handout Reproduc.	\$40.00		\$40.00	
(5) Classroom Supplies	\$15.00		\$15.00	
Total	\$280.00	1	\$280.00	
Equipment Rental				
Total	\$0.00	1	\$0.00	
Presentation Facility Cost				
Total	\$0.00	1	\$0.00	
Total Support Costs	\$280.00			\$280.00
TOTAL PER PRESENTATION	\$1,400.00	TOTAL PRESENTATION COST		\$1,400.00
Special Equipment Purchase (one time annual purchase up to)				\$1,600.00
TOTAL CONTRACT COST				\$3,000.00

Course Name:	8 Hour Coroner Death Investigation-Insect Evidence			
Cost Per Presentation:	\$2,204			
Maximum Presentations:	2			
Estimated Course Total:	\$6,008			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$1,280.00	
(2) Coordination	\$480.00		\$960.00	
Total	\$1,120.00	2	\$2,240.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			<u>\$0.00</u>	
Total	\$0.00	2	\$0.00	
Total Services & Travel	\$1,120.00			\$2,240.00
B. Indirect Costs:	\$224.00	2	\$448.00	\$448.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$75.00		\$150.00	
(2) Insects & Collection Supply	\$620.00		\$1,240.00	
(3) Notebooks/Binders	\$65.00		\$130.00	
(4) Handout/CD	\$75.00		\$150.00	
(5) Classroom Supplies	\$25.00		\$50.00	
(6) Other	<u>\$0.00</u>		<u>\$0.00</u>	
Total	\$860.00	2	\$1,720.00	
Equipment Rental			<u>\$0.00</u>	
Total	\$0.00	2	\$0.00	
Presentation Facility Cost			<u>\$0.00</u>	
Total	\$0.00	2	\$0.00	
Total Support Costs	\$860.00			\$1,720.00
TOTAL PER PRESENTATION	\$2,204.00		TOTAL PRESENTATION COST	\$4,408.00
			Special Equipment Purchase (one time annual purchase up to)	\$1,600.00
			TOTAL CONTRACT COST	\$6,008.00

Course Name:	8 Hour Coroner Death Investigation - Photography			
Cost Per Presentation:	\$2,164			
Maximum Presentations:	2			
Estimated Course Total:	\$5,928			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$1,280.00	
(2) Coordination	\$480.00		\$960.00	
Total	\$1,120.00	2	\$2,240.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			\$0.00	
Total	\$0.00	2	\$0.00	
Total Services & Travel	\$1,120.00			\$2,240.00
B. Indirect Costs:	\$224.00	2	\$448.00	\$448.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets	\$75.00		\$150.00	
(2) Cameras	\$500.00		\$1,000.00	
(3) Notebooks/Binders	\$45.00		\$90.00	
(4) Handout Reproduc.	\$75.00		\$150.00	
(5) Classroom Supplies	\$125.00		\$250.00	
(6) Other	\$0.00		\$0.00	
Total	\$820.00	2	\$1,640.00	
Equipment Rental			\$0.00	
Total	\$0.00	2	\$0.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	2	\$0.00	
Total Support Costs	\$820.00			\$1,640.00
TOTAL PER PRESENTATION	\$2,164.00		TOTAL PRESENTATION COST	\$4,328.00
			Special Equipment Purchase (one time annual purchase up to)	\$1,600.00
			TOTAL CONTRACT COST	\$5,928.00

Commission on Peace Officer Standards and Training
and Orange County Sheriff's Department
Agreement Number 16112123
Exhibit B, Attachment 13
Page 1 of 1

Course Name:	8 hour Coroner Death Investigation-Gravesite Excavation			
Cost Per Presentation:	\$2,169			
Maximum Presentations:	2			
Estimated Course Total:	\$5,938			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$1,280.00	
(2) Coordination	\$480.00		\$960.00	
Total	\$1,120.00	2	\$2,240.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			<u>\$0.00</u>	
Total	\$0.00	2	\$0.00	
Total Services & Travel	\$1,120.00			\$2,240.00
B. Indirect Costs:	\$224.00	2	\$448.00	\$448.00
C. Support Costs				
Supplies (per course)				
(1) Books/Pamphlets/CD	\$125.00		\$250.00	
(2) Tools - Excavation	\$500.00		\$1,000.00	
(3) Notebooks/Binders	\$65.00		\$130.00	
(4) Handout Reproduc.	\$75.00		\$150.00	
(5) Classroom Supplies	\$60.00		\$120.00	
(6) Other			<u>\$0.00</u>	
Total	\$825.00	2	\$1,650.00	
Equipment Rental			<u>\$0.00</u>	
Total	\$0.00	2	\$0.00	
Presentation Facility Cost			<u>\$0.00</u>	
Total	\$0.00	2	\$0.00	
Total Support Costs	\$825.00			\$1,650.00
TOTAL PER PRESENTATION	\$2,169.00	TOTAL PRESENTATION COST		\$4,338.00
			Special Equipment Purchase (one time annual purchase up to)	\$1,600.00
		TOTAL CONTRACT COST		\$5,938.00

Course Name:	8 Hour Coroner Safety Update			
Cost Per Presentation:	\$1,927			
Maximum Presentations:	1			
Estimated Course Total:	\$1,927			
	<u>Per Presentation</u>	<u>Maximum Number of Presentations</u>	<u>Subtotal</u>	<u>Total Costs</u>
A. Direct Costs:				
Services				
(1) Instruction	\$640.00		\$640.00	
(2) Coordination	\$726.00		\$726.00	
Total	\$1,366.00	1	\$1,366.00	
Travel				
(1) Coordinator			\$0.00	
(2) Instructors			\$0.00	
Total	\$0.00	1	\$0.00	
Total Services & Travel	\$1,366.00			\$1,366.00
B. Indirect Costs:	\$270.00	1	\$270.00	\$270.00
C. Support Costs				
Supplies (per course)				
(1) Flash Drive	\$175.00		\$175.00	
(2) Certificates	\$45.00		\$45.00	
(3) Notebooks/Binders			\$0.00	
(4) Handout Reproduc.	\$35.00		\$35.00	
(5) Classroom Supplies			\$0.00	
(6) Other			\$0.00	
Total	\$255.00	1	\$255.00	
Equipment Rental	\$36.00		\$36.00	
Total	\$36.00	1	\$36.00	
Presentation Facility Cost			\$0.00	
Total	\$0.00	1	\$0.00	
Total Support Costs	\$291.00			\$291.00
TOTAL PER PRESENTATION	\$1,927.00		TOTAL PRESENTATION COST	\$1,927.00
			TOTAL CONTRACT COST	\$1,927.00

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

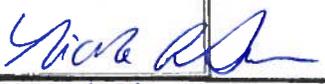
CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By  Deputy
Date: 8/17/14

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **SETTLEMENT OF DISPUTES:** Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by compromise shall be decided by POST, who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to Contractor. Contractor has fifteen (15) calendar days after receipt of such a decision to submit a written protest to POST specifying in detail in what particulars the agreement requirements were exceeded. Failure to submit such a protest within the period specified shall constitute a waiver of any and all right to adjustment in agreement terms and POST's decision shall be final and conclusive. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement, upon receipt of written order from POST to do so.
2. **AMENDMENTS:** This agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.
3. **CANCELLATION CLAUSE:** POST reserves the right to cancel this agreement subject to 30 days written notice to Contractor.
4. **CONTRACTOR EVALUATION (if applicable):** In accordance with provisions of the State Administrative Manual, Section 1283, Contractor's performance under this agreement will be evaluated. The evaluation will be prepared by POST within 30 days after completion of the agreement.
5. **TRAVEL (if applicable):** Travel expenses and per diem related to the services provided under this agreement are subject to prior approval by the POST representative, and shall not exceed the rates paid to State non-represented/excluded employees.

Rate information may be viewed at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

6. **SUBCONTRACTING (if applicable):** Contractor is expected to perform the work contemplated with the resources available within its own organization. Subcontracting of work pertinent to this agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06.

Based on "reasonable effort" to the best of its ability, Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this agreement.

Contractor shall notify POST immediately upon termination of any such subcontract(s).



County Executive Office

Memorandum

August 18, 2016

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

2016 AUG 18 PM 3:11
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS
REC'D 1/1/11

S30C

The County Executive Office is requesting a supplemental for the August 23, 2016, Board Hearing Meeting.

Agency: Sheriff-Coroner
Subject: Accept 2016 Byrne Memorial Justice Assistance Grant Funding
Districts: All Districts

Reason for supplemental: A supplemental agenda item is requested as the grant agreement was received on August 18, 2016, which did not allow the item to be agendaized as a regular item for the August 23, 2016 Board meeting.

Concur:

Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE: 8/23/2016
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: *B. Way*
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Brian Wayt (714) 647-1803
 Matt Monzon (714) 935-8431

2016 AUG 18 PM 3:11
 CLERK OF THE BOARD
 ORANGE COUNTY
 BOARD OF SUPERVISORS
 RECEIVED

SUBJECT: Accept 2016 Byrne Memorial Justice Assistance Grant Funding

CEO CONCUR

[Signature]
CEO Signature

COUNTY COUNSEL REVIEW

Approved as to form
Action
[Signature]
County Counsel Signature

CLERK OF THE BOARD

Discussion
3 Votes Board Majority

Budgeted: N/A

Current Year Cost: \$377,708

Annual Cost: N/A

Staffing Impact: N/A

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: FED: 100% (Edward Byrne Memorial Justice Assistance Grant)

County Audit in last 3 years No

Prior Board Action: 6/28/2016 #99, 9/22/2015 #19, 6/16/2015 #38, 8/5/2014 #4

RECOMMENDED ACTION(S)

1. Accept the 2016 Edward Byrne Memorial Justice Assistance Grant, Catalog of Federal Domestic Assistance number 16.738, in the amount of \$377,708 from the U.S. Department of Justice.
2. Approve and authorize execution of the 2016 Edward Byrne Memorial Justice Assistance Grant award document.
3. Approve the form Agreement to Transfer Funds for 2016 Edward Byrne Memorial Justice Assistance Grant Program.
4. Authorize the Sheriff-Coroner or designee, on behalf of the County of Orange, to execute an Agreement to Transfer Funds for the 2016 Edward Byrne Memorial Justice Assistance Grant with each city receiving grant funds.

SUMMARY:

Acceptance of the 2016 Edward Byrne Memorial Justice Assistance Grant award, approval and authorization of the execution of the grant award document, approval of the form Agreement to Transfer Funds, and authorization for the Sheriff-Coroner or designee to execute the Agreement to Transfer Funds with each city receiving grant funds will allow the Sheriff-Coroner to support a broad range of activities to prevent and control crime.

BACKGROUND INFORMATION:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is a major source of federal criminal justice funding to state and local jurisdictions. The JAG Program provides funding to local governments to support a broad range of activities to prevent and control crime, including local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support and information systems for criminal justice for the following purpose areas: law enforcement; prosecution and court; prevention and education; corrections and community corrections; drug treatment; and planning, evaluation and technology improvement. The County of Orange (County) has participated in the JAG program for approximately 15 years.

On May 20, 2014, the Board authorized the Sheriff-Coroner Department (Sheriff) to submit a joint application for 2014 funding to the U.S. Department of Justice/Bureau of Justice Assistance on behalf of the County and 11 cities. The Bureau of Justice Assistance uses a formula for the allocation of JAG funding that is based on population and violent crime statistics. On August 5, 2014, the Board approved the 2014 JAG Grant in the amount of \$434,569.

On June 16, 2015, the Board authorized the Sheriff to submit a joint application for 2015 funding to the U.S. Department of Justice/Bureau of Justice Assistance on behalf of the County and nine cities in the anticipated amount of \$365,772. On September 22, 2015, the Board approved the 2015 JAG Grant in the amount of \$365,772. The Bureau of Justice Assistance uses a formula for the allocation of JAG funding that is based on population and violent crime statistics. On June 28, 2016, the Board approved the 2016 JAG Grant Application in the anticipated amount of \$377,708.

For 2016, the County has been awarded \$20,035 in JAG funds for the Sheriff to expend, and the other city recipients received awards ranging from \$11,311 to \$99,109. The following table details the 2016 JAG program allocations.

City/ County Entity	2016 Total Allocation by City/County Entity	9% Administrative Fee	Balance Available to Individual Cities/ County Entity
Sheriff	\$20,035	\$1,803.15	\$18,231.85
Anaheim	93,640	8,427.60	85,212.40
Buena Park	17,181	1,546.29	15,634.71
Costa Mesa	21,983	1,978.47	20,004.53
Fullerton	31,027	2,792.43	28,234.57

Garden Grove	34,681	3,121.29	31,559.71
Huntington Beach	28,439	2,559.51	25,879.49
Orange	1,311	1,017.99	10,293.01
Santa Ana	99,109	8,919.81	90,189.19
Westminster	20,302	1,827.18	18,474.82
TOTAL:	\$377,708	\$33,993.72	\$343,714.28

The Sheriff's remaining allocation of \$18,231.85 will be used to upgrade minor equipment for day to day operations of the Emergency Communications Bureau. Eight radio units and eight single station chargers will be procured.

The nine cities' remaining allocations, which total \$343,714.28 (excluding the County's allocation of \$18,231.85 and the Administrative Fee of \$33,993.72), will be used by the individual cities for various programs which support law enforcement initiatives. Each city will be required to execute an Agreement to Transfer Funds for 2016 Edward Byrne Memorial Justice Assistance Grant Program prior to receiving any reimbursement from grant funds and after the County receives the allocation from the Department of Justice.

The Sheriff requests that the Board accept the 2016 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$377,708 from the U.S. Department of Justice, authorize execution of JAG Program related documents, and approve the transfer of funding to cities, as referenced in the Recommended Actions. A supplemental agenda item is requested as the grant agreement was received on August 18, 2016, which did not allow the item to be agendaized as a regular item for the August 23, 2016 Board meeting.

FINANCIAL IMPACT:

There is no match required for this grant. This revenue is not budgeted; it will be requested with the first Quarterly Budget Adjustment Report. The transfer agreement between the County and the cities contains language allowing the County to terminate the agreement if the cities fail to perform any of the covenants in the agreement or if the County loses funding under the grant.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A - Grant Award and Special Conditions
- Attachment B - Agreement to Transfer Funds

**U.S. Department of Justice**

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 16, 2016

Ms. Lisa Bartlett
County of Orange
10 Civic Center Plaza
Santa Ana, CA 92701

Dear Ms. Bartlett:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$377,708 for County of Orange.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Gale Farquhar, Program Manager at (202) 598-9522; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denise O'Donnell".

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

August 16, 2016

Ms. Lisa Bartlett
County of Orange
10 Civic Center Plaza
Santa Ana, CA 92701

Dear Ms. Bartlett:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

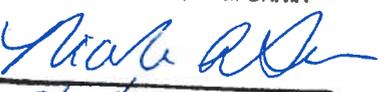
cc: Grant Manager
Financial Analyst

 <p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>		Grant		PAGE 1 OF 13
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Orange 10 Civic Center Plaza Santa Ana, CA 92701		4. AWARD NUMBER: 2016-DJ-BX-0746		
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2019		
2a. GRANTEE IRS/VENDOR NO. 950009281		6. AWARD DATE 08/16/2016	7. ACTION Initial	
2b. GRANTEE DUNS NO. 111950874		8. SUPPLEMENT NUMBER 00		
		9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE FY 16 JAG Program		10. AMOUNT OF THIS AWARD \$ 377,708		
		11. TOTAL AWARD \$ 377,708		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program				
15. METHOD OF PAYMENT GPRS				
AGENCY APPROVAL		GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Lisa Bartlett Board of Supervisors Chair		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE
AGENCY USE ONLY				
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 377708		21. RDJUGT0208		

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: 
 Date: 8/18/16 Deputy



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 13

PROJECT NUMBER 2016-DJ-BX-0746

AWARD DATE 08/16/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 13

PROJECT NUMBER 2016-DJ-BX-0746

AWARD DATE 08/16/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 13

PROJECT NUMBER 2016-DJ-BX-0746

AWARD DATE 08/16/2016

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 13

PROJECT NUMBER 2016-DJ-BX-0746

AWARD DATE 08/16/2016

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 13

PROJECT NUMBER 2016-DJ-BX-0746

AWARD DATE 08/16/2016

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 13

PROJECT NUMBER 2016-DJ-BX-0746

AWARD DATE 08/16/2016

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 8 OF 13

PROJECT NUMBER 2016-DJ-BX-0746

AWARD DATE 08/16/2016

SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 9 OF 13

PROJECT NUMBER 2016-DJ-BX-0746

AWARD DATE 08/16/2016

SPECIAL CONDITIONS

26. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
27. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
28. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
32. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
33. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 10 OF 13

PROJECT NUMBER 2016-DJ-BX-0746

AWARD DATE 08/16/2016

SPECIAL CONDITIONS

34. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
35. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

36. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
37. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 11 OF 13

PROJECT NUMBER 2016-DJ-BX-0746

AWARD DATE 08/16/2016

SPECIAL CONDITIONS

38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
39. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
40. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
41. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
42. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
43. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
44. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
45. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 13

PROJECT NUMBER 2016-DJ-BX-0746

AWARD DATE 08/16/2016

SPECIAL CONDITIONS

46. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
47. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
48. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
49. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
50. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
51. The recipient may not expend or draw down any funds under this award until it has submitted to the Bureau of Justice Assistance (BJA) the required certification related to its body-worn camera policies and procedures and a Grant Adjustment Notice has been issued removing this special condition.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 13

PROJECT NUMBER 2016-DJ-BX-0746

AWARD DATE 08/16/2016

SPECIAL CONDITIONS

52. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.
53. The recipient may not expend or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for County of Orange

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

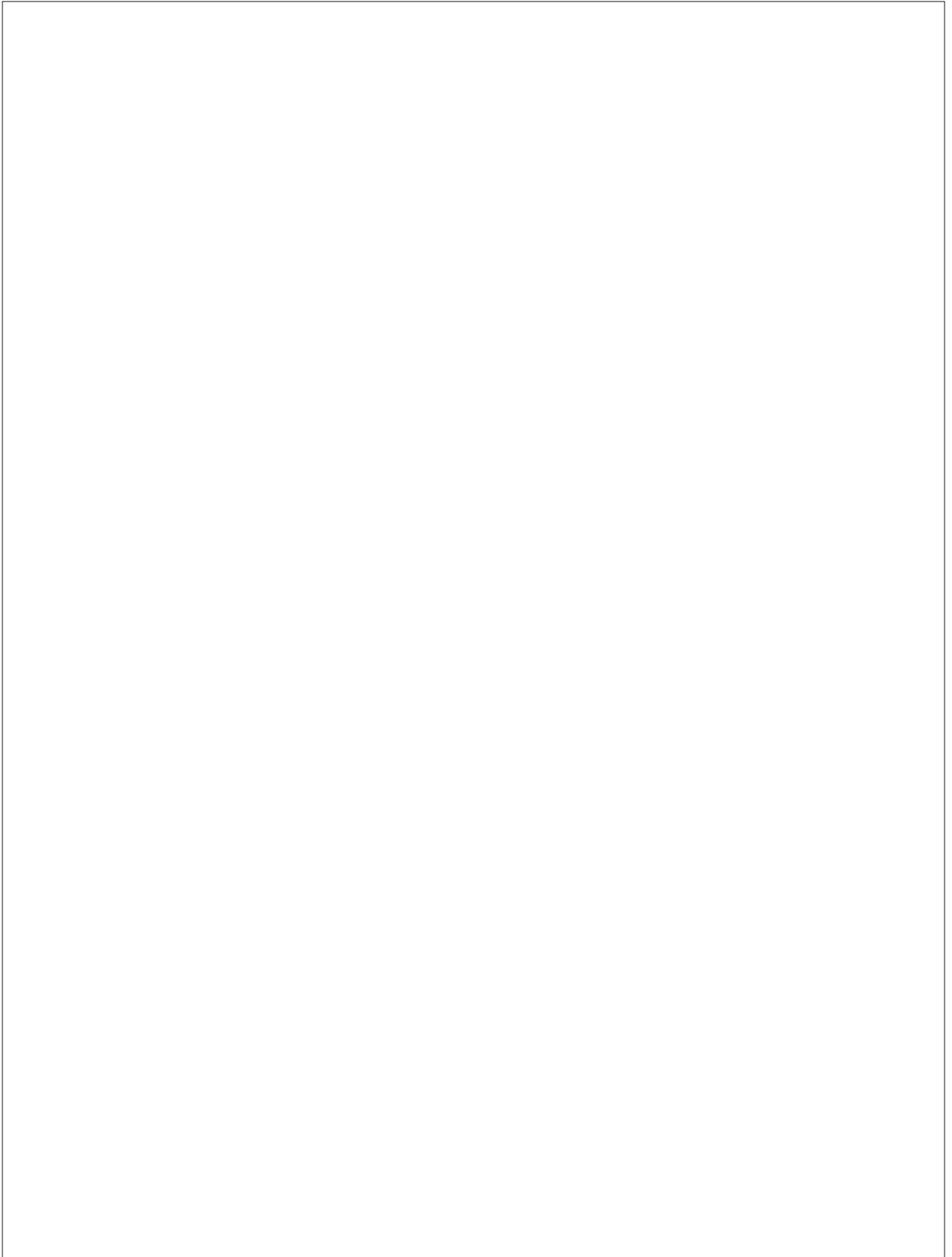
The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

 <p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
	Grant	
	PROJECT NUMBER 2016-DJ-BX-0746	PAGE 1 OF 1
This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.		
1. STAFF CONTACT (Name & telephone number) Gale Farquhar (202) 598-9522	2. PROJECT DIRECTOR (Name, address & telephone number) Linh Vuong Revenue/Audit Manager 320 N. Flower Brad Gates Building - Financial Svcs Santa Ana, CA 92703-5000 (714) 834-5460	
3a. TITLE OF THE PROGRAM 2016 Edward Byrne Memorial Justice Assistance Grant Program	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT FY 16 JAG Program		
5. NAME & ADDRESS OF GRANTEE County of Orange 10 Civic Center Plaza Santa Ana, CA 92701	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2015 TO: 09/30/2019	8. BUDGET PERIOD FROM: 10/01/2015 TO: 09/30/2019	
9. AMOUNT OF AWARD \$ 377,708	10. DATE OF AWARD 08/16/2016	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation). The Orange County Sheriff Coroner Department will serve as the fiscal agent for the FY 16 JAG Grant and funds will be used to support a broad range of activities to prevent and control crime in Orange County, California. NCA/NCF		



**AGREEMENT TO TRANSFER FUNDS
2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

THIS AGREEMENT is entered into this _____ day of _____ 2016, which date is enumerated for purposes of reference only, by and between the **COUNTY OF ORANGE**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**", and the City of _____, a municipal corporation.

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to as **SHERIFF**, in its capacity as the lead agency on behalf of *10 (ten)* units of local government, including *SHERIFF* and the cities of *Anaheim, Buena Park, Costa Mesa, Fullerton, Garden Grove, Huntington Beach, Orange, Santa Ana and Westminster*, hereafter referred to as "**SUBGRANTEES**".

As required by the jurisdictional application, the SHERIFF has applied for, received and accepted the Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance (hereinafter referred to as "JAG").

WHEREAS, the purpose of the grant is to supplement the resources available to prevent and control crime within the County of Orange that are operated by individual agencies included in the above referenced *10 units of local government*, as set forth in **Attachment A** "Program Narrative", which is attached hereto and incorporated herein by reference.

WHEREAS, the terms of the grant require that certain grant funds be transferred to SUBGRANTEE to be used for grant purposes, which may include local initiatives, technical assistance, strategic planning, research and evaluation, data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and information systems for law enforcement, as more particularly described in **Attachment A** hereto.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY shall transfer to SUBGRANTEE grant funds, in arrears, as necessary to reimburse SUBGRANTEE for reasonable and permissible expenditures to support activities

**AGREEMENT TO TRANSFER FUNDS
2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

related to proposed grant project(s). In order to obtain grant funds, SUBGRANTEE shall comply with the instructions and submit to SHERIFF all required information and documentation, as set forth in **Attachment B** ("How to Apply for JAG Grant Reimbursements"), which is attached hereto and incorporated herein by reference. In no event will the total amount of the grant funds transferred by COUNTY to SUBGRANTEE hereunder exceed SUBGRANTEE's allocation, as set forth in **Attachment C** ("JAG Program Allocation"); which is attached hereto and incorporated herein by reference, unless expressly approved in writing by the Department of Justice, Office of Justice Program's State assigned Policy Advisor.

2. SUBGRANTEE shall be reimbursed with said JAG funds only for expenditures necessary to acquire personal property or equipment as set forth in Attachment A hereto [hereinafter called "grant property and equipment"] or to perform such other grant functions, if any, for which Attachment A specifies that SUBGRANTEE may utilize grant funds.

3. Throughout their useful life, SUBGRANTEE shall use grant property and equipment only for grant purposes in accordance with Attachment A hereto.

4. SUBGRANTEE shall exercise due care to preserve and safeguard grant property and equipment from damage or destruction and shall provide regular maintenance and such repairs for grant property and equipment as are necessary, in order to keep said grant property and equipment continually in good working order.

5. If grant property or equipment becomes obsolete, SUBGRANTEE shall dispose of it only in accordance with the instructions of COUNTY or the agency from which COUNTY received the grant funds.

6. SUBGRANTEE shall submit to the COUNTY grant program reporting documents and information in accordance with requirements set out in **Attachment D** ("Edward Byrne Memorial Justice Assistance Grant Reporting Requirements"), attached hereto and incorporated herein by reference.

**AGREEMENT TO TRANSFER FUNDS
2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

7. SUBGRANTEE shall comply with all applicable terms of the certification(s) that are attached hereto as **Attachment E** ("2016 Grant Award & Special Conditions") and incorporated herein by reference.

8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully bound by this Agreement and all applicable provisions of **Attachments A, B, C, D and E** hereto. *SUBGRANTEE shall notify COUNTY immediately upon discovery that it has not abided or no longer will abide by any applicable provision of this Agreement or Attachments A, B, C, D or E hereto.*

9. SUBGRANTEE and COUNTY shall be subject to examination and audit by the State Auditor General with respect to this Agreement for a period of three years after final payment hereunder.

10. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and the agency from which COUNTY received grant funds, and their elected and appointed officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with SUBGRANTEE's performance of this Agreement, including Attachments A, B, C, D and E hereto, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in the performance of this Agreement, including Attachments A, B, C, D and E hereto.

11. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. SUBGRANTEE may not assign this Agreement in whole or in part without the express written consent of COUNTY.

**AGREEMENT TO TRANSFER FUNDS
2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

13. For a period of three years after final payment hereunder or until all claims related to this Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all documents, papers and records relevant to the work performed or property or equipment acquired in accordance with this Agreement, including Attachments A, B, C, D and E hereto. For the same time period, SUBGRANTEE shall make said documents, papers and records available to COUNTY and the agency from which COUNTY received the grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon request, during usual working hours.

14. SUBGRANTEE shall provide to COUNTY all records and information requested by COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be required to provide to the agency from which COUNTY received grant funds or other persons or agencies.

15. COUNTY may terminate this Agreement and be relieved of the payment of any consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained in this Agreement, including the applicable terms of Attachments A, B, C, D and E hereto, at the time and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

16. SUBGRANTEE and its agents and employees shall act in an independent capacity in the performance of this Agreement, including Attachments A, B, C, D and E hereto, and shall not be considered officers, agents or employees of COUNTY or SHERIFF or of the agency from which COUNTY received grant funds.

//

//

//

//

**AGREEMENT TO TRANSFER FUNDS
2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Orange,
State of California.

DATED: _____, 2016

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

By _____

Sandra Hutchens, Sheriff-Coroner
Sheriff-Coroner Department
"COUNTY"

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By 
Deputy

DATED: 7/26, 2016

SUBGRANTEE

By _____
Name and Title

City

ATTEST:

DATED: _____, 2016

By _____
City Clerk

DATED: _____, 2016

Attachment A

2016 JAG EXPENDITURE FORM
PROGRAM NARRATIVE

2016-DJ-BX-0000

General Description of Program Activities:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is a major source of federal criminal justice funding to state and local jurisdictions. The JAG funds support programs in law enforcement; prosecution and court, including indigent defense; prevention and education programs; corrections and community corrections; drug treatment and enforcement; planning, evaluation, and technology improvement and crime victim and witness. The County of Orange has been certified as disparate; therefore, a jurisdictional application must be submitted on behalf of the eligible units of local government for which the applicant and fiscal agent is the County of Orange. The Bureau of Justice Statistics uses a formula for the allocations which is based on the JAG formula, population and Part 1 violent crime statistics as reported through the UCR by the FBI.

The Sheriff's Department will provide oversight for the grant; write the application and submit it to US DOJ; the application will include a Standard Form 424, program narrative, budget and budget narrative, review narrative, abstract and Memorandum of Understanding (MOU). The Department will also obtain approval from CEO, County Counsel, & the Board of Supervisors; and will communicate with all parties involved throughout the grant process. Quarterly financial reports, performance metrics and annual progress reports are required for the life of this grant. Technical assistance to meet compliance will also be provided to each grantee as necessary to achieve successful outcomes. Locally, JAG funds will be utilized to support a broad range of activities to prevent and control crime.

Attachment A

2016 JAG EXPENDITURE FORM

2016-DJ-BX-0000

Grantee: County of Orange – Sheriff Coroner Department***The grantee proposes to use the 2016 Justice Assistance Grant Program funding as follows:*****PURPOSE AREAS**

JAG funds may be used for local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance operations.

PROJECT NARRATIVE

The Orange County Sheriff's Department has determined the need for upgrading minor equipment for day to day operations of the Emergency Communications Bureau. Eight radio units and eight single station chargers will be procured through Motorola.

TIMELINE AND/OR PROJECT PLAN

Once the funds are received and made available by the County Board of Supervisors' approval process, the equipment requested will be purchased. All purchases must go through the required County purchasing process and may be subject to competitive public bid.

****Radios will be ordered prior to November 25, 2016 and ship prior to December 30, 2016 to be eligible.***

FUNDING

Total Allocation: \$20,035.00

Administrative Fee (9%): \$1,803.15

Funds Retained by City/County: \$18,231.85

Equipment Details and Pricing

Qty.	Model	Description	List	Price Book	Promotion	Extended
8	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE	\$5,575	\$3,735	\$3,345.00	\$26,760.00
QA02812		APX4000 3600 AND 9600 INTEROP				
QA04865		ADD:TWO KNOB CONFIGURATION				
Q15		ADD: AES/DES-XL/DES-OFB ENCRYPTION				
G996		ADD: PROGRAMMING OVER P25 (OTAP)				
Q498		ENH: ASTRO 25 OTAR W/ MULTIKEY				
QA05100		ENH:STD WARRANTY APPLIES-NO SFS				
QA00582		ALT: IMPRES LI-ION 2300MAH UL				
8	WPLN4232A	IMPRES SINGLE UNIT CHARGER	\$69.25	\$55.40	\$443.20	
SUBTOTAL						\$27,203.20
Pricing per Orange County Price Book Agreement # MA-060-15011560			TAXES			\$2,176.26
Pricing includes Orange County 2016 trade in promotional price.			SHIPPING			\$0.00

Total Cost of project: \$29,379.46**Total JAG allocation \$18,231.85****Variance: \$11,147.61****Grantee: City of Anaheim*****The grantee proposes to use the 2016 Justice Assistance Grant Program funding as follows:***

Attachment A

2016 JAG EXPENDITURE FORM

2016-DJ-BX-0000

PURPOSE AREAS:

Law Enforcement Programs - Overtime

PROJECT NARRATIVE

The Anaheim Police Department (APO) is requesting to use JAG funds to support overtime expenses for sworn personnel in the following divisions: Field Services, Community Services, Investigations, Support Services, Administration, and Special Enforcement. Although the police department has been actively recruiting and hiring new officers, staffing levels are still low. Therefore, utilizing overtime hours is necessary to enhance public safety for the residents, visitors, and businesses in Anaheim.

Overtime hours will be assigned to employees within the previously mentioned six divisions at the discretion of APD's command staff.

PROJECT GOALS

The goal for this project is to improve and enhance the community's safety, while working with a limited budget and reduced staffing levels. In order to accomplish this, overtime hours will be authorized at the discretion of the department's command staff.

PROJECT STRATEGIES

Overtime hours will be authorized for individual employees at the discretion of the command staff. A separate account code will be assigned specifically for this project. A copy of all overtime documents will be approved by the appropriate personnel prior to submission for reimbursement. A payroll report of all overtime hours and any other required documentation will be included in each reimbursement request submitted to the Orange County Sheriff's Department.

PROJECT IDENTIFIERS

Overtime

BUDGET DETAIL AND NARRATIVE

Overtime for the Department's personnel will range from \$45.00 to \$110.00 per hour, depending on the position and rank of each employee. Overtime is needed to continue implementing the proven crime reduction and prevention strategies the Department has enacted.

TIMELINE AND/OR PROJECT PLAN

The project goals and objectives will be implemented upon DOJ's approval of the JAG program funds and Anaheim's City Council approval to utilize the JAG funds for this project

FUNDING

Total Allocation: \$99,109.00

Administrative Fee (9%): \$8,919.81

Funds Retained by City/County: \$90,189.19

Attachment A

2016 JAG EXPENDITURE FORM

2016-DJ-BX-0000

Grantee: City of Buena Park***The grantee proposes to use the 2016 Justice Assistance Grant Program funding as follows:*****PURPOSE AREAS:****PROJECT NARRATIVE**

The Buena Park Police Department would like to use the JAG funding to supplement our current Police Service Aide Program. As a result of our city's budgetary constraints, we continue to have several sworn police officer positions either eliminated and or frozen. Police Service Aides will be able to assist by taking non-violent reports, assisting in traffic control and provide community service at our front counter. Some of these tasks have been completed by a sworn police officer. Using funds from this program enable us to free up sworn police officers for critical calls for service and maintain community protection in a timely manner.

PROJECT GOALS

The goal for this project is to maintain current Police Service Aide program. In turn, this will free up sworn police officers for responses to critical incidents in a timely manner.

PROJECT STRATEGIES

Police Service Aides will continue to assist I everyday tasks of taking reports for non-violent crimes and other miscellaneous duties usually handled by sworn police officers. The project will reduce the amount of reports taken by police officers and allow them to be more available for emergencies. Additionally, it will allow a reduction of response times to emergency calls for service.

PROJECT IDENTIFIERS

Community Policing

BUDGET DETAIL AND NARRATIVE

Buena Park Police Department's Police Service Aide program will utilize this additional funding to provide salaries for this program. We received some funding from a previous JAG grant process 2014-DJ-BX-0038. The deployment plan will consist of approximately 1,152 hours of staff time to assist in handling everyday tasks of investigating and writing reports for non-violent crimes and incidents usually handled by sworn officers. This is based on part-time Police Service Aides at an average pay rate of \$13.57 per hour paid through the JAG grant allocation.

TIMELINE AND/OR PROJECT PLAN

We will continue to fund the PSA Program which will free up the time of our police officers and reduce response times to emergency calls for service in less than five minutes within the grant period.

FUNDING

Total Allocation: \$17,181.00

Administrative Fee (9%): \$1,546.29

Funds Retained by City/County: \$15,634.71

Attachment A

2016 JAG EXPENDITURE FORM

2016-DJ-BX-0000

Grantee: City of Costa Mesa***The grantee proposes to use the 2016 Justice Assistance Grant Program funding as follows:*****PURPOSE AREAS:***Law enforcement programs***PROJECT NARRATIVE**

Costa Mesa Police Department's proposed project is to help fulfill a county mandate and engage in a phased integration of handheld electronic traffic citation technology (e-citation) in order to eliminate the current hard-copy, paper citations being sent to court. The proposed e-citation technology will enable personnel to complete their work more efficiently, while seamlessly integrating citation and offender data into the agency's electronic Record Management System, as well as automatically providing that same information to the Orange County Superior Court. The county intends to convert to a completely paperless traffic citation process in the near future. The e-citation system conforms to the county's paperless requirements. Currently, the department lacks funding to purchase additional e-citation devices to equip necessary on-duty personnel.

PROJECT GOALS

The department's project goal is to eliminate paper citations by purchasing handheld e-citation devices for officers assigned to field patrol services. Almost every department in Orange County has already initiated their phased purchases of e-citation technology. This project will allow the Costa Mesa Police Department to purchase the first wave of e-citation units assigned to patrol personnel as part of a department-wide integration and help fulfill the county's mandate, as outlined by the Integrated Law and Justice Agency of Orange County (ILJAO).

PROJECT STRATEGIES

To accomplish the department's 2016 JAG project goal, the department will obtain quotes from vendors that can supply the identified service, technology, and/or equipment needed.

PROJECT IDENTIFIERS

1) Equipment – General 2) System Improvements

BUDGET DETAIL AND NARRATIVE

Preliminary quotes have been obtained for the department's proposed program. The estimated cost is: E-Citation Devices - \$20,000

TIMELINE AND/OR PROJECT PLAN

The project objectives and goals will be instituted immediately upon approval of the Costa Mesa City Council and the department's ability to utilize the JAG allocation for expenditures

FUNDING:

Total Allocation: \$21,983.00 Administrative

Fee (9%): \$1,978.47

Funds Retained by City/County: \$20,004.53

Attachment A

2016 JAG EXPENDITURE FORM

2016-DJ-BX-0000

Grantee: City of Fullerton***The grantee proposes to use the 2016 Justice Assistance Grant Program funding as follows:*****PURPOSE AREAS:**

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- . Law enforcement programs.

PROJECT NARRATIVE

Outline the Proposed program activities for the life of grant –

Funding for the proposed JAG 2016 Cold Case Project will pay for 2 part-time Consultants/Detectives to continue to re-open, re-investigate and, where possible, solve cold cases of homicide through the use of technology not available at the time the crime was committed.

Outline the type of programs to be funded by the JAG award –

The 2016 JAG grant will be used exclusively for the Cold Case Project noted above.

Provide a brief Analysis of the need for the programs –

Currently, the Fullerton Police Department has 25 unsolved cases of murder on its books going back over 40 years. Clearly, the crime of murder calls for the greatest use of police resources to ensure justice for the victim, the victim's loved ones, and the murderer. However, through a lack of evidence and witnesses, and - especially with decades-old crimes - a lack of technology, some crimes of murder were seemingly impossible to solve.

Now, recent and rather astounding advances in both the collection and analysis of evidence make it possible to solve previously unsolvable cases. Nonetheless, these cold cases will still require many hours of old-fashioned detective work, and with reduced budgets and a Police Department already stretched to its limits preventing and solving present-day crimes, these cold cases do not receive the attention and resources they deserve. The Department's ongoing Cold Case Project was initiated through JAG funding, and currently, our detectives are involved with four cold cases, two of which are close to completion.

2014 and 2015 JAG funds enabled these Cold Case detectives to identify a suspect for a 1983 homicide and submit their case to the District Attorney's Office. However, due to a finding of insufficient evidence and the inherent difficulties of cold cases, the DA's office chose not to pursue this case. Nonetheless, the detectives' hard work resulted in a measure of satisfaction and closure in knowing that this 30-year old case had been given a very thorough second look and that everything that could be done was done, using current investigative techniques. The proposed JAG 2016 Cold Case Project would provide the needed manpower to continue three other cases which are especially time-consuming and difficult to investigate due to the many years which may have transpired since the crime was committed.

PROJECT GOALS

The primary goal of the project is to reopen and reinvestigate cold cases of homicide and, where possible, solve and prosecute these cases.

PROJECT STRATEGIES

With oversight from the Sergeant in charge of the Detective Unit, the Cold Case Project will utilize the expertise and experience of two retired police detectives acting as consultant/specialists to reopen, reinvestigate and, where possible, solve cold cases of murder. Having experienced retired detectives earning a modest hourly rate of \$32.87 per hour means that the funding dollars will go much further than paying regular detectives. Both of these detectives will work an estimated 10 hours per week (520 hours each) for

Attachment A

2016 JAG EXPENDITURE FORM

2016-DJ-BX-0000

one year for a total of 1,040 man hours. The Fullerton Police Department will pay for any in-kind costs exceeding the JAG 2016 budget.

These detectives will review the Department's cold cases and give priority to those with DNA evidence which could now provide clues sufficient to bring a killer or killers to justice or at least bring closure to a case. Besides managing the newly-reopened cases and directing the processing of evidence, with the in-kind assistance of the CSI staff and the Orange County District Attorney's Lab, these detectives will also conduct interviews and other research as necessary. When sufficient evidence is produced and a murder suspect is identified, these cold cases will, whenever possible, be brought to the District Attorney's Office for prosecution.

The proposed 2016 JAG funding will allow our Cold Case detectives to continue focusing on two 2015 JAG-funded cold cases from 2001 and 2004, plus two very old cold cases from 1973 and 1977 that the detectives have just recently taken on.

PROJECT IDENTIFIERS

See 2016 JAG Identifiers (attached)

Cold Cases**BUDGET DETAIL AND NARRATIVE**

Outline how JAG funds will be used to support and implement the program –

Include a **breakdown of costs** as well as an overview of how funds will be allocated across approved JAG purpose areas (i.e. Personnel, Training/Travel, Equipment, Supplies, Consultants/Contracts, and an Other category) –

All monies will be used to pay the \$32.87 per hour Personnel cost of the two Consultants/Detectives.

\$32.87/hr. x 2 detectives x 520 hrs.	\$34,184.80
Less In-Kind	<u>5,947.23</u>
TOTAL JAG 2016 COST	<u>\$28,237.57</u>

TIMELINE AND/OR PROJECT PLAN

Identify when the goals and objectives will be completed.

Due to the complexities of a cold case, a specific timeline and guarantee of solving a cold case is not possible. However, it is projected that cold case detectives will reopen, thoroughly investigate and, where possible, solve and bring for prosecution one to two cold cases within one year.

FUNDING

Total Allocation: \$31,027.00

Administrative Fee (9%): \$2,792.43

Funds Retained by City/County: \$28,234.57

Attachment A

2016 JAG EXPENDITURE FORM

2016-DJ-BX-0000

Grantee: City of Garden Grove***The grantee proposes to use the 2016 Justice Assistance Grant Program funding as follows:*****PURPOSE AREAS:**

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- . Corrections and community corrections programs.

PROJECT NARRATIVE

The Police Department will use 2016 JAG funds to pay a portion of its jail services contract. The first contract was put into place in 2000, and has saved the Department tens of thousands of man-hours. What was previously at least a two-hour process for the arresting officer now takes only 15 minutes, allowing the officer to return to patrolling the streets. The jail services contract is an indispensable component of Department operations and is key to maximizing officer's time spent out in the community.

PROJECT GOALS

The Department's goal for utilizing a jail services contract is to create operational efficiencies and increase time patrol officer's time spent "on the streets." The time saved is equal to the productive hours of more than six patrol officers, and this time can be used to augment patrol operations.

PROJECT STRATEGIES

Contracting out jail services allows the Police Department to concentrate much more of its efforts on community safety rather than expending energy and resources on jail operations. Prior to the contract, officers would spend approximately two hours processing and transporting an arrestee. If the arrestee required medical clearance, that process could be extended by several hours. Now, sworn police officers complete

Attachment A**2016-DJ-BX-0000**

preliminary paperwork on the arrestee and return to their field duties in as little as 15 minutes while the jailers complete the fingerprinting, photographing, transporting, etc. procedures. This increases the officer's availability to handle additional calls for services. In 2015, the jailers processed 5,921 arrestees, saving sworn officers approximately 11,842 hours that would have been spent processing arrestees.

PROJECT IDENTIFIERS

Community Policing; Detention (Non-residential). The Garden Grove Police Department implemented the Community Policing philosophy many years ago. Contracting out staffing of the detention facility facilitates that philosophy, by enabling patrol officers to return to their beat areas more quickly.

BUDGET DETAIL AND NARRATIVE

The funds retained by the City will help to offset the annual cost of the jail services contract. For FY 2016-17 the monthly cost of the contract will be \$44,172. The cost covers staffing, operating expenses, and management fees, as well as liability insurance maintained by the vendor. Personnel services provided under this contract guarantee 24/7/365 staffing of the jail at 9.625 FTE.

TIMELINE AND/OR PROJECT PLAN

The jail is a 24/7 operation and operates 365 days a year. The goals and objectives for the program are met on a continual basis, by allowing officers to return to their patrol duties quickly, thus enhancing the policing presence in the City.

FUNDING

Total Allocation: \$34,681.00

Administrative Fee (9%): \$3,121.29

Funds Retained by City/County: \$31,559.71

Attachment A**2016-DJ-BX-0000****Grantee: City of Huntington Beach*****The grantee proposes to use the 2016 Justice Assistance Grant Program funding as follows:*****PURPOSE AREAS**

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

Law enforcement and planning, evaluation, and technology improvement

PROJECT NARRATIVE*Proposed program activities—*

The Huntington Beach Police Department proposes evaluating and implementing a body worn camera program during the life of this grant. We are currently developing policy for the program and will be testing three different vendors. Once the vendor is chosen, we will use the awarded grant funds for the purchase of the body worn cameras, docking stations, hardware and network infrastructure support to implement the program.

Program need—

Body worn cameras can help improve the high-quality public service expected of police officers and promote the perceived legitimacy and sense of procedural justice that communities have about their police departments. Furthermore, departments that are already deploying body-worn cameras tell us that the presence of cameras often improves the performance of officers as well as the conduct of the community members who are recorded. This is an important advance in policing.

PROJECT GOALS

Our goal would be to implement a body worn camera, using the technology and evidence it creates to further the mission of providing law enforcement services to our community and maintaining public trust.

PROJECT STRATEGIES

After careful evaluation of different vendors, developing policy and community support, our strategy will be to equip every uniformed police officer of the department with a body worn camera, as part of a department wide body worn camera program.

PROJECT IDENTIFIERS

Body Worn Cameras

BUDGET DETAIL AND NARRATIVE

The purchase will be used for body worn camera equipment only. The cameras cost between \$600 and \$800 each depending on which vendor we choose. We will be equipping approximately 150 uniformed officers at a cost of \$90,000 - \$120,000. We will use the awarded grant funds to partially pay for the equipment cost. The remaining cost will come from other funds within our agency budget.

TIMELINE AND/OR PROJECT PLAN

The body worn camera project should be completed and implemented by March 31, 2016.

FUNDING

Total Allocation: \$28,439.00

Administrative Fee (9%): \$2,559.51

Funds Retained by City/County: \$25,879.49

Attachment A**2016-DJ-BX-0000****Grantee: City of Orange*****The grantee proposes to use the 2016 Justice Assistance Grant Program funding as follows:*****PURPOSE AREAS:**

The purpose area for use of funds is Law Enforcement.

PROJECT NARRATIVE

Over the years, the Orange Police Department SWAT Team realized, through training and operations, the need for equipment to enhance the observation ability of our members during the hours of darkness. Critical incidents and surveillance operations commonly occur at night making observation and intelligence gathering difficult. Long Rifle Unit members have related they are not able to identify subjects involved in critical incidents especially during night time trainings and operations with standard equipment. This hinders the abilities of the decision makers as they do not get exact intelligence. Being able to accurately describe involved persons, locations, and geographic areas is imperative for observers to provide accurate and real time intelligence to persons in charge of these operations. The timely identification of offenders and/or victims is critical intelligence that in some cases may save a life and ensure the right person is apprehended or rescued.

By obtaining this high quality night vision optic for the Long Rifle Unit, it will enhance the response and operational capabilities of the department's resources and enhance night time observations. This will assist Long Rifle Unit members with surveillance and intelligence gathering giving those in command timely situational awareness. This intelligence is critical when trying to resolve incidents, arrest criminals, protect officers and the public. The acquisition of night vision optics allows for this capability.

PROJECT GOALS

To obtain the fourth generation night vision optic for any of our Long Rifle Unit members to attach to their rifle allowing them full view during night time operations. This hardware will allow for any of the unit members to utilize this capability allowing more situational awareness of an incident.

PROJECT STRATEGIES

The night vision optic will be used by the Orange Police Department Long Rifle Unit as a tactical observation tool to obtain timely, accurate and real time intelligence during agency operations.

PROJECT IDENTIFIERS

Equipment - Tactical

Officer Safety

Surveillance

BUDGET DETAIL AND NARRATIVE

JAG funds will be used to purchase a SPA Defense SXR Night Vision Optic device.

• SPA Defense SXR Night Vision Optic		\$10,500
	Sales Tax:	\$840
	Total:	\$11,340

TIMELINE AND/OR PROJECT PLAN

Once the funds are received and made available through the City's normal approval process, it is anticipated that product ordering, delivery, and setup would be complete within 4 weeks. Use of the device would begin immediately. Any additional funding will be from other City of Orange funding sources.

FUNDING:**Total Allocation: \$11,311.00****Administrative Fee (9%): \$1,017.99****Funds Retained by City: \$10,293.01**

Attachment A**2016-DJ-BX-0000****Grantee: City of Santa Ana*****The grantee proposes to use the 2016 Justice Assistance Grant Program funding as follows:*****PURPOSE AREAS:** Law Enforcement Programs**PROJECT NARRATIVE***Outline the Proposed program activities for the life of grant:*

Through the use of grant funding, the City of Santa Ana Proposes a three pronged approach to reducing criminal activity. Funding will allow:

Augmentation of our gang enforcement for gang suppression detectives:

Funding will provide for gang enforcement activity with suppression details working overtime to target specific enforcement of gang members involved in violent behavior. The department currently lacks the manpower and fiscal resources to address this problem, these officers will be deployed directly into the neighborhoods being most negatively impacted by gang activity and will be funded for the three-year grant period.

Enhancement of Educational Opportunities:

The Santa Ana Police Department believes Community Oriented Policing (COP) has been and must remain at the core of crime reduction. A major component of COP is educational opportunities offered to residents. Officers as well as non-sworn staff will offer COP-related training programs on an overtime basis to complete this goal. Funding will cover the entire grant performance period.

Enhancement of Community Policing:

Funding will provide for community policing enforcement operations with suppression details working overtime to address crimes of public disorder specifically tied to community complaints. The department currently utilizes a robust community complaint tracking system to ensure responsiveness to resident concerns. Funding will cover the entire grant performance period.

This funding will equate to approximately 1,218 hours of additional law enforcement resources within our community.

Outline the type of programs to be funded by the JAG award:

The Department will utilize the funds for personnel overtime. The remainder of the funds will be utilized to offer educational opportunities for neighborhood associations, community gatherings and residents ranging from children to adults.

Provide a brief Analysis of the need for the programs:

Santa Ana's criminal street gang population of approximately 4,200 gang members accounts for less than two percent of the City's population; however, this criminal element significantly impacts the quality of life for the members of our communities by instilling fear and intimidation through violent crime. This conduct threatens the safety and stability of our neighborhoods. The Department routinely receives between 20 and 30 specific community complaints per week which are directly related to the gang problem in our city. Enforcement related activities will be coupled with an educational component, which will enhance public understanding, trust and confidence.

PROJECT GOALS

The goal of this project is to reduce criminal activity and increase public safety through enhanced enforcement and educational efforts.

Attachment A**2016-DJ-BX-0000****PROJECT STRATEGIES**

The use of selective enforcement overtime, response to community complaints, coupled with crime analysis data, allows resources to be specifically deployed in areas of increased criminal activity during time frames found to be most beneficial to project goals:

1. Contact gang members and individuals involved in crimes of public disorder to gain intelligence, investigative information and ensure problem solving for prosecutorial purposes while striving to resolve longstanding community concerns.
2. Increase the number of arrests and successful prosecution of gang members.
3. Increase the number of community complaints resolved.
4. Reduce the fear gang members evoke in the community and decrease community concerns through high visibility police presence and enforcement activities.
5. Offer enhanced educational opportunities through schools, community associations and neighborhood watch groups.

PROJECT IDENTIFIERS

Career Criminals; Community Policing; Conferences and Training; Crime Prevention; Criminal Intelligence; Education; Gangs; Mentoring; Public Engagement; Violence Violent Crime Offenders

BUDGET DETAIL AND NARRATIVE

Funds will be utilized for personnel overtime. No funds are allocated for supplies, consultants or contracts.

Personnel (Overtime): \$90,189.19

1,218 hours @ \$74.00 per hour

TIMELINE AND/OR PROJECT PLAN

Months 1-36: Gang Enforcement and Community Complaint enforcement continues throughout the life of the grant.

Months 1-36: Educational endeavors and advanced gang investigative training continue throughout the life of the grant.

FUNDING

Total Allocation: \$99,109.00

Administrative Fee (9%): \$8,919.81

Funds Retained by City/County: \$90,189.19

Attachment A**2016-DJ-BX-0000****Grantee: City of Westminster*****The grantee proposes to use the 2016 Justice Assistance Grant Program funding as follows:***

PURPOSE AREAS: JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

√ Law enforcement programs.

PROJECT NARRATIVE

The Westminster Police Department does not have sufficient rifles available for all our patrol officers. We are requesting the use of the 2016 JAG grant funds to purchase twelve (12) AR-15 Rifles and related equipment.

PROJECT GOALS

Expand existing inventory of rifles and related equipment to be available to each Patrol Officer.

PROJECT STRATEGIES

Expanding existing inventory of rifles and tactical equipment will entail the purchase of the following:

Manufacturer	Model	Caliber	Quantity
POF AR-15	Basic Renegade	5.56mm	12
Magpul AR-15	Magazines w/ clear window		50
Surefire Scout flash lights	600U, tail cap, 500 Lumens		12
Magpul AR-15	1913 vertical grips		12

PROJECT IDENTIFIERS

Firearms and Tactical Equipment

BUDGET DETAIL AND NARRATIVE

Expansion of existing rifle and related equipment inventory will consist of purchase of the following:

Manufacturer	Model	Caliber	Unit Price (W/Shipping)	Qty	Tax 8%	Total
POF AR-15	Basic Renegade	5.56mm	\$ 1,079.00	12	0.08	\$ 13,983.84
Magpul AR-15	Magazines w/ clear window		\$ 13.50	50	0.08	\$ 729.00
Surefire Scout flash lights	600U, tail cap, 500 Lumens		\$ 189.00	12	0.08	\$ 2,449.44
Magpul AR-15	1913 vertical grips		\$ 30.00	12	0.08	\$ 388.80
						\$ 17,551.08

TIMELINE AND/OR PROJECT PLAN

Purchase of rifles and related tactical equipment will be completed within twelve (12) months of grant award.

FUNDING

Total Allocation: \$20,302.00

Administrative Fee (9%): \$1,827.18

Funds Retained by City/County: \$18,474.82

Attachment B HOW TO APPLY FOR JAG GRANT REIMBURSEMENTS

2016-DJ-BX-_____

1. A letter on your cities letterhead that includes or states the following:

- A. Your agency's request for reimbursement in the amount of \$ _____;
- B. Reference the specific JAG Award Year and Number: 2016 JAG DJ-BX_____.
- C. List of items purchased and types of costs being claimed for the quarter that match your city's initial write-up/request;
- D. Certification that you complied with all procurement procedures outlined in your agency's procurement manual and financial and administrative requirements set forth in the current OJP Financial guide;
- E. Letter is to be signed by the person authorized in the JAG Program MOU (City Manager).

2. Required attachments to the letter:**A. FEDERAL FINANCIAL REPORT**

Your agency is required to submit quarterly Federal Financial Report using a Standard Form SF-425 (OMB). This report reflects the cumulative actual federal monies spent, unliquidated obligations incurred, and the unobligated balance of federal funds. The Federal Financial Report is due at the Sheriff's Department Financial Division by the due dates indicated below:

Qtr. ending 03-31-YY due no later than 4/10

Qtr. ending 06-30-YY due no later than 7/10

Qtr. ending 09-30-YY due no later than 10/10

Qtr. ending 12-31-YY due no later than 01/10

Reference guides for completing Federal Financial Reports is available at the DOJ-OJP website <http://www.ojp.usdoj.gov/funding/forms.htm>

B. INVOICE BILLING OCSD

- a. The package should include an invoice from the city billing the Orange County Sheriff's Department (OCSD). The invoice/bill should reference the grant name, grant number and quarter ending date.
- b. OCSD will reference your city's invoice number when reimbursement is made to your city.

C. BACKUP DOCUMENTS

- a. All invoices/receipts and relevant purchase orders pertaining to federal monies spent.
- b. Time Sheets and part of payroll register showing personnel name or other individual identifier and details of payroll costs claimed, if any.
- c. Copies of signed check(s) for purchase(s) and general ledger reports clearly indicating expenditures for the quarter.

All of the above documents must be provided to our office; otherwise your claim will not be processed. Please send your claims to:

Orange County Sheriff's Department-Financial/Admin. Division
Attn: Karla Lazaridis
320 N. Flower Street, Suite 108, Santa Ana, CA 92703

Contacts

Please direct **program** and **compliance** related questions to Nancy Nguyen (NMNguyen@ocsd.org) and questions about **reporting** to Blanca Ramos (bramos@ocsd.org).

Financial Inquiries: call Karla Lazaridis at Sheriff's Financial Management (714) 834-6675

Attachment C

Award #2016-DJ-BX-0000

9%

2016 Justice Assistance Grant (JAG) Local Allocations	Allocation	Admin Fee	Retained by City
CA ORANGE COUNTY (Sheriff's Department)	\$20,035.00	\$1,803.15	\$18,231.85
CA ANAHEIM CITY Municipal	\$93,640.00	\$8,427.60	\$85,212.40
CA BUENA PARK CITY Municipal	\$17,181.00	\$1,546.29	\$15,634.71
CA COSTA MESA CITY Municipal	\$21,983.00	\$1,978.47	\$20,004.53
CA FULLERTON CITY Municipal	\$31,027.00	\$2,792.43	\$28,234.57
CA GARDEN GROVE CITY Municipal	\$34,681.00	\$3,121.29	\$31,559.71
CA HUNTINGTON BEACH CITY Municipal	\$28,439.00	\$2,559.51	\$25,879.49
CA ORANGE CITY Municipal	\$11,311.00	\$1,017.99	\$10,293.01
CA SANTA ANA CITY Municipal	\$99,109.00	\$8,919.81	\$90,189.19
CA WESTMINSTER CITY Municipal	\$20,302.00	\$1,827.18	\$18,474.82
TOTALS	<u>\$377,708.00</u>	<u>\$33,993.72</u>	<u>\$343,714.28</u>

Attachment D

2016-DJ-BX-_____

FY2016 EDWARD BYRNE MEMORIAL JUSTICE**ASSISTANCE GRANT PROGRAM REPORTING REQUIREMENTS****Programmatic Reporting****Categorical Assistance Progress Reports**

Reporting on the progress of the grant program is required. Some grants may require an annual submission of progress report information. Most programs require semiannual and/or quarterly reporting. Reporting requirements are specified in the grant solicitation and in the special conditions specified in the award. Questions concerning progress reporting should be directed to the Program Manager for the award.

Quarterly Programmatic (PMT) Reporting periods are:

January 1 – March 31

April 1 – June 30

July 1 – September 30

October 1 – December 31

Reporting requirements must be met during the life of the grant. A full explanation of these requirements can be found in the OJP *Financial Guide*, which may be accessed at <http://www.ojp.usdoj.gov/financialguide/index.htm>. Also check special conditions on awards for additional reporting requirements. GPRS will not permit access to funds if financial reporting is delinquent.

The following information concerns:

- Single Audit Reports
- Categorical Progress Reports
- Federal Financial Reports

Single Audit Reports

A special condition may be included with your award that details reporting requirements for audit reports. Please review and comply with that special condition. There is no form for submission of audit reports; however, a transmittal letter is needed. Information about the letter and the rules for single audits may be found in the OJP *Financial Guide*, Post award Requirements, Audit Requirements and in OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The submission of audit reports for all grantees shall be as follows:

- **State and Local Governments, Institutions of Higher Education, and Nonprofit Institutions.** Completed audit reports for fiscal years earlier than 2007 should be mailed to the Federal Audit Clearinghouse, Bureau of Census, 1201 East 10th Street, Jeffersonville, IN 47132. Completed audit reports for fiscal years 2008 and later should be submitted on the Federal Audit Clearinghouse's Web site at <http://harvester.census.gov/sac>. **Do NOT submit your audit reports to OJP unless specifically requested.**

Attachment D

2016-DJ-BX-_____

- **Commercial Organizations and Individuals.** One copy of all audit reports should be mailed to Office of Justice Programs, Office of the Chief Financial Officer, ATTN: Control Desk, 810 Seventh Street NW., Room 5303, Washington, DC 20531.

Contacts

*Please direct **program** and **compliance** related questions to Nancy Nguyen (NMNguyen@ocsd.org) and questions about **reporting** to Blanca Ramos (bramos@ocsd.org).*

Correspondence can be sent to:

Grant Operations
Orange County Sheriff-Coroner Dept.
Research & Development
431 The City Drive South
Orange, CA 92868
(714) 935-6869



**SUPPLEMENTAL AGENDA ITEM
 AGENDA STAFF REPORT**

MEETING DATE: 8/23/16
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: Chairwoman Lisa Bartlett
DEPARTMENT HEAD REVIEW: *Lisa Bartlett*
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Paul Walters (714) 834-3550
 Victor Cao (714) 834-3550

2016 AUG 18 PM 3:55
 CLERK OF THE BOARD
 ORANGE COUNTY
 BOARD OF SUPERVISORS
 RECEIVED

SUBJECT: Adoption of South Orange County Water Expo Marketing Plan

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
<i>N/A</i>	<i>Approved as to form.</i>	Discussion
_____ CEO Signature	<i>Paul Walters</i> _____ County Counsel Signature	3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** See Financial Impact Section **Annual Cost:** N/A

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

Current Fiscal Year Revenue:
Funding Source: See Financial Impact Section

County Audit in last 3 years: No

Prior Board Action: 6/28/2016 #102, 6/23/2015 #S77A

RECOMMENDED ACTION(S)

1. Adopt the Resolution for the South Orange County Water Expo Marketing Plan for a term commencing on the date of execution by the Board through October 31, 2016 to pursue sponsorships with non-profit organizations, private sector organizations and businesses in support of the South Orange County Water Expo event administered by the Fifth District board office and applicable County staff.
2. Acknowledge that on June 28, 2016, the Board of Supervisors found that:
 - a. The programs described in the South Orange County Water Expo meets the social needs of the population of the County as described in the attached Resolution;
 - b. The use of County resources, as described in the attached Resolution, is appropriate and authorized to carry out these programs and activities.

3. Authorize Chairwoman Lisa Bartlett or designee to pursue marketing, sponsorships and fund raising partnerships with non-profit organizations, private sector organizations and businesses in support of programs and events consistent with the attached marketing plan.

SUMMARY:

Adoption of the South Orange County Water Expo Marketing Plan will provide opportunities to pursue marketing, sponsorships and fund raising partnerships with non-profit organizations, private sector organizations and businesses to support the South Orange County Water Expo event administered by the Fifth District board office and applicable County staff. The goal of the event is to educate the public about the importance of water conservation, water quality, and development of new water resources. The event is included as the South County Water Workshop on the 2016-17 County Events Calendar approved by the Board on June 28, 2016, and a 26227 finding was made affirming that the event meets the social needs of the County. The cost of any necessary County staff resources will be determined in conjunction with the Events Coordinator and billed to the Fifth District County Events Fund. This process was approved by the Board on June 23, 2015, with adoption of the County Events Policy & Procedure.

The Fifth District board office has worked with the following organizations on preliminary planning:

- Municipal Water District of Orange County
- El Toro Water District
- Irvine Ranch Water District
- Laguna Beach County Water District
- Moulton Niguel Water District
- Santa Margarita Water District
- South Coast Water District
- Trabuco Canyon Water District
- City of Mission Viejo
- City of San Clemente
- City of San Juan Capistrano
- UC Cooperative Extension
- Discovery Science Center
- The Ecology Center

BACKGROUND INFORMATION:

California is in the fifth year of a severe drought. Water conservation continues to be a significant concern for public agencies throughout Southern California. The County of Orange has a well-documented historical track-record of leadership on water quality and water resource issues:

- The County of Orange, Orange County Flood Control District (OCFCD) and the 34 cities of Orange County (Permittees) are regulated by municipal National Pollutant Discharge Elimination System (NPDES) Permits for Storm Water as it pertains to water quality and education.
- In 1984, Supervisor Harriet Wieder established the eight-county Southern California Water Committee to address water quality and water resource issues.
- In 1999, Supervisor Tom Wilson established the Orange County Coastal Coalition with six coastal cities.
- The County of Orange is responsible for administering three watershed management areas (North, Central, and South).
- “Overwatering Is Out” is one of the major conservation and water quality campaign operated by the County.

Distinct to South Orange County, the region continues to import over 90% of its potable water. Public agencies in South Orange County have consistently advocated for conservation, improving water quality, and the development of new water resources.

FINANCIAL IMPACT:

The projected expenses for the South Orange County Water Expo is \$17,828.00, which will be offset by non-profit, non-County public agency, or private sector sponsorships. Discovery Science Center will administer all revenue and expenses related to the event with the exception of County staff time. A draft budget is included as Attachment C.

Per the County Events Policy & Procedure adopted by the Board on June 23, 2015, County staff time will be documented and billed against the County Events Budget.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Marketing Plan

Attachment B – Resolution

Attachment C – Budget

South Orange County Water Expo
Sponsorship Program Marketing Plan

The Water Expo Sponsor Program Marketing Plan is designed to help defray costs of the public outreach to support raising awareness about the importance of water conservation, water quality, and development of new water resources.

Authority

Division 5 Section 2-5-121 of the Codified Ordinances of the County of Orange (pursuant to Government Code Sections 26109 and 26110) authorizes the acknowledgement of donated money, goods, or services in the manner and under terms and conditions approved by the Board of Supervisors. Government Code section 26227 provides authority for County non- elected officials and staff to solicit funds for community support programs deemed necessary to meet the social needs of the population of the County.

Background

California is in the fifth year of a severe drought. Water conservation continues to be a significant concern for public agencies throughout Southern California. The County of Orange has a track-record of leadership on water quality and water resource issues:

- The County of Orange, Orange County Flood Control District (OCFCD) and the 34 cities of Orange County (Permittees) are regulated by municipal National Pollutant Discharge Elimination System (NPDES) Permits for Storm Water as it pertains to water quality and education.
- In 1984, Supervisor Harriet Wieder established the eight-county Southern California Water Committee to address water quality and water resource issues.
- In 1999, Supervisor Tom Wilson established the Orange County Coastal Coalition with six coastal cities.
- The County of Orange is responsible for administering three watershed management areas (North, Central, and South).
- “Overwatering Is Out” is one of the major conservation campaigns operated by the County.

South Orange County continues to import over 90% of its potable water. Public agencies in South Orange County have advocated for water conservation, improved water quality, and the development of new water resources.

Approach

While water districts have had some significant success at meeting their conservation goals, public outreach and messaging continues to be challenging. In order to overcome these challenges, the Fifth District office is proposing to scale a larger public awareness event in partnership with water districts and stakeholders in South Orange County.

The Sponsor Program will be a one-time initiative that will invite stakeholders to financially support the South Orange County Water Expo, a public event. While there are funds available in the County events budget for FY 2016-17 to support a variety of services and supplies that will be necessary to support this event, including but not limited to graphic design, printing and mailing, the Fifth District Board office seeks to pursue marketing, sponsorships and fund raising partnerships with a non-profit organization and private sector organizations in support of the South Orange County Water Expo.

To facilitate sponsors, Fifth District board office intends to work with Discovery Science Center, a non-profit organization, to assist with correspondence with, requests made to, and coordination

with sponsors for the implementation of the event. This can include the distribution of sponsor letters and pledge forms, the collection of sponsorship funds, making expenditures as approved by the planning committee, follow-up with perspective sponsors, and the collection of logo and other information needed from event sponsors.

Benefits

The Water Expo has drawn significant interest from the general public, non-profit organizations, and water districts. This event will provide the opportunity to raise public awareness about water conservation, water quality, and water resource issues.

Sponsors of the planned event will receive significant exposure to attendees at the event. Other benefits may include but are not limited to promotion on the County website, signage at the event, booths, collateral materials and recognition announcements at the event during the formal program.

Marketing Parameters

Invitations to participate in the Sponsor Program will be extended to those individuals and groups who have been involved with water-related issues.

Participation in the Sponsor Program does not mean and should not be interpreted to mean that the sponsor's product or service is endorsed or recommended by the County of Orange or any of its agencies, departments, officers or employees. (Orange County Code Section 2-5-130.)

The County of Orange reserves the right to terminate any arrangement with any sponsor at any time and for any reason.

The Water Expo was approved on the County's events calendar and has been recently scheduled for October 1, 2016. The Marketing plan is expected to conclude on October 31, 2016 to allow for event close-out.

All event materials will be approved by County Counsel. County Counsel will conduct a behested payment review as well.

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

AUGUST 23, 2016

WHEREAS, pursuant to Government Code sections 26109 and 26110, the Board enacted ordinance No. 963969 in 1996, which sets forth the conditions for commercial marketing and promotion and advertising on and of county recreational areas and other county property; and

WHEREAS, that Ordinance requires adoption, by resolution, of a Marketing Plan prior to the disposition of any rights under the ordinance; and

WHEREAS, California Government Code section 26227 (“Section 26227”) authorizes the Board of Supervisors to expend money from the general fund of the County to establish County programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the county, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; and

WHEREAS, Section 26227 further authorizes officers and employees to use County resources and property to carry out any such program established by the Board of Supervisors; and

WHEREAS, on June 28, 2016 the Board approved the County Events Calendar and found the South Orange County Water Expo serves a public purpose and meets the social needs of the population of the County consistent with Section 26227; and

WHEREAS, the Supervisor Lisa Bartlett desires to obtain the Board's approval of a targeted Marketing Plan for a sponsorship program to assist in underwriting the planning and promotion of the South Orange County Water Expo.

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

1. Find the activities described in the Marketing Plan support the services offered by the County and therefore will further the needs of the County by enhancing staff's ability to work collaboratively with communities to raise awareness of water resource and water quality issues among residents of Orange County.
2. Deem the programs proposed by the Marketing Plan to be necessary to assist the County of Orange in meeting the aforementioned needs of all of Orange County.
3. Adopt the attached Marketing Plan.
4. Authorize the use of County resources, including, but not limited to, property and employee administration of such programs, to support the above described services in the manner described in the Marketing Plan.

2016 Water Expo Sponsorship Expenditures

DRAFT

Item #	Description	Deliverable(s)	QTY.	Estimated Cost (Max)	Estimated Cost (Min)
Food - (This account includes nutrients and beverages for human consumption; either (a) presently suitable for consumption or kitchen processing, or (b) not presently suitable, such as livestock and poultry, but intended for ultimate conversion and use as food.)					
1	Food Trucks	Food Truck Vendors (3-4)		\$ 1,500.00	\$ 1,500.00
Total				\$ 1,500.00	\$ 1,500.00
Professional & Specialized Services - (This account includes professional and specialized services. Types of services include consultants, professional contracts and cost applications from other County agencies.)					
2	Newport Beach ISOpod	Traveling Sea Life Touch Tank		\$ 600.00	\$ 600.00
3	Wyland Canvas	Water Education Activity		\$ 500.00	\$ 500.00
4	Home Depot Succulent Planting	Succulent Planting Activity		\$ -	\$ -
5	Joel Harper - All the Way To the Ocean Viewing	All the Way to the Ocean Viewing & Book Drawing		\$ 250.00	\$ 250.00
Total				\$ 1,100.00	\$ 1,100.00
Rent and Lease Equipment - (This account includes all rents and leases paid for the use of equipment and other articles.)					
6	Pacific Party Rentals/Mission Viejo	Easel (Floor)	10	\$ 120.00	\$ -
6a	Pacific Party Rentals/Mission Viejo	PA System 500w	1	\$ 150.00	\$ 150.00
7	Pacific Party Rentals/Mission Viejo	Banquet Tables 6' - seats 8	35	\$ 280.00	\$ -
7a	Pacific Party Rentals/Mission Viejo	Samsonite (White Charis)	60	\$ 63.00	\$ -
8	Magic Jump Rentals	Bounce House-Size: 13'W x 21'L x 13'H Space Required: 15'W x 23'L x 15'H	1	\$ 185.00	\$ -
9	United Site Services	Portable Toilets and Sinks	8	\$ 3,900.00	\$ 2,000.00
Total				\$ 4,698.00	\$ 2,150.00
General Office Supplies - (General office supplies to be purchased through the Office Max e-Commerce system must be identified and budgeted separately.)					
10	Name tags	Staff and Volunteer	1	\$ 15.00	\$ -
11	Event Programs	Printed Event Programs	5000	\$ 2,500.00	\$ 100.00
12	Raffle Tickets	Raffle Roll coupon/voucher	2	\$ 30.00	\$ -
13	First Aid Kit	First Aid Kit	1	\$ 35.00	\$ -
Total				\$ 2,580.00	\$ 100.00
Special Department Expense - (This account includes comparatively specialized supplies and services, particular to one or a few departments, for which a category has not otherwise been provided.)					

2016 Water Expo Sponsorship Expenditures

DRAFT

Item #	Description	Deliverable(s)	QTY.	Estimated Cost (Max)	Estimated Cost (Min)	
14	Public Relations/Advertising	Marketing/advertising	TBD	\$ 5,000.00	\$ 5,000.00	
15	Vendor TBD-Incentives	Gift Cards-Prizes \$100.00 each	15	\$ 1,500.00	\$ -	
16	Vendor/Agency TBD- Bracelets	Water Cycle Bracelets-Giveaways	500	\$ 200.00	\$ -	
17	Vendor TBD-Cold Drinks for Volunteers	Ice Chests & Drinks	5	\$ 250.00	\$ -	
Total				\$ 6,950.00	\$ 5,000.00	
Other Costs - (Miscellaneous items)						
18	Event Signage	Flyers and Signs	TBD	\$ 500.00	\$ -	
19	Supplemental Insurance for Capistrano Unified (Front Parking Lot)	Supplemental Insurance	TBD	\$ 500.00	\$ 500.00	
20	Social Media	Facebook, Twitter, etc. -No Cost	0	\$ -	\$ -	
Total				\$ 1,000.00	\$ 500.00	
				Sponsored Costs	\$ -	\$ -
				Total Direct Cost	\$ -	\$ -
				Grand Total	\$ 17,828.00	\$ 10,350.00

NOTE: Costs are approximate/estimates until we can confirm via quotes, etc.

NOTE: Costs do not include EZ-ups (City of Mission Viejo) or trash management; will likely incur costs for Waste Management to pick up on a Saturday.



Continuation or Deletion Request

Date: August 15, 2016
To: Clerk of the Board of Supervisors
From: **Brenda Diederichs, Chief Human Resource Officer** 
Re: ASR Control #: N/A, Meeting Date 8/23/2016 Agenda Item No. # SCS5
Subject: **Public Employee Appointment - Ethics Officer**

Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

Request deletion of Agenda Item No. # SCS5

Comments:

RECEIVED
2016 AUG 15 AM 11:26
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS



County Executive Office
Memorandum

SCS5

August 9, 2016

To: Clerk of the Board of Supervisors
From: Brenda Diederichs 8/9/16
Brenda Diederichs, Chief Human Resources Officer
Concur: Frank Kim
Frank Kim, County Executive Officer
Subject: Request for a Supplemental Closed Session for August 23, 2016

RECEIVED
2016 AUG -9 PM 3:46
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

For the August 23, 2016, meeting of the Board of Supervisors, the Human Resource Services Department requests that a supplemental closed session regarding the appointment of a public employee be added to the supplemental agenda:

Accordingly, please prepare the supplemental Agenda item to read:

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

Title: Ethics Officer

Recommended Action: Conduct Closed Session.

Thank you.

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



RECEIVED

2016 AUG 10 AM 10:10

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- 6
August 23, 2016

MEMORANDUM

August 10, 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 23, 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



County Executive Office
Memorandum

August 11, 2016

To: Clerk of the Board of Supervisors
From: *Brenda Diederichs*
Brenda Diederichs, Chief Human Resources Officer
Concur: *Frank Kim*
for Frank Kim, County Executive Officer
Subject: Request for a Supplemental Closed Session for August 23, 2016

2016 AUG 11 PM 12:58
COUNTY OF ORANGE
BOARD OF SUPERVISORS

SCS 7

For the August 23, 2016, meeting of the Board of Supervisors, the Human Resource Services Department requests that a supplemental closed session regarding the appointment of a public employee be added to the supplemental agenda:

Accordingly, please prepare the supplemental Agenda item to read:

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

Title: Executive Director of Ethics Commission

Recommended Action: Conduct Closed Session.

Thank you.

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



County Executive Office

Memorandum

August 16, 2016

To: Robin Stieler, Clerk of the Board

From: *for* Frank Kim, County Executive Officer *maguire*

Subject: Request for Supplemental Closed Session on August 23, 2016

SCS8

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: County Owned Property at Former MCAS El Toro

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

Negotiating Party: City of Irvine
Lowe Enterprises Real Estate Group
Future Lessees

Under Negotiation: Terms of and Value of Development and Future Leases

Recommended Action: Conduct Closed Session

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

2016 AUG 17 AM 8:50
COUNTY OF ORANGE
BOARD OF SUPERVISORS



Continuation or Deletion Request

Date: August 23, 2016
To: Clerk of the Board of Supervisors
From: Leon J. Page, County Counsel
Re: ASR Control #: _____, Meeting Date 8/23/16 Agenda Item No. # SCS-9
Subject: Steve Carrillo v. County of Oange Code Enforcement; Diane Le v. County of Orange Code Enforcement; Thanh Le v. County of Orange Code Enforcement

Leon J. Page

Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

Request deletion of Agenda Item No. # SCS-9

Comments:

RECEIVED
2016 AUG 23 AM 8:56
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- 9
August 23, 2016

M E M O R A N D U M

August 17, 2016

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

2016 AUG 17 AM 8:55
CLERK OF SUPERIOR COURT
BOARD OF SUPERVISORS

I am requesting a supplemental closed session on Tuesday, August 23, 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: *Steve Castillo v. County of Orange, Code
Enforcement*, Orange County Superior Court Case No.
30-2014-00763116
Diane Le v. County of Orange Code Enforcement,
Orange County Superior Court Case No. 30-2014-00763184;
Thanh Le v. County of Orange Code Enforcement,
Orange County Superior Court Case No. 30-2014-00763189.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

NMW:al

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