

# 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.*

September 27, 2016

### PRESENTATION

Vice Chair Steel will be presenting a resolution to the Newport Beach 1<sup>st</sup> Battalion, 1<sup>st</sup> Marines Foundation in recognition of their efforts to provide community and financial support to the men and families of the 1<sup>st</sup> Battalion, 1st Marines both during overseas deployments and when training for the next deployment

### CONSENT

17. Revised Title to read:  
**County Executive Office** - Receive and file charitable organizations actual income/expenses for 2015 and planned activities for 2016; *and find that the charitable organization activities plan 2016, per Government Code Section 26227 will serve public purpose and is deemed to be necessary to meet the social needs of the population of the County and staff may solicit donations of funds and services for such events* - All Districts  
(Continued from 9/13/16, Item 15)

### DISCUSSION

32. Continued to 10/11/16, 9:30 A.M.
41. Revised Title to read:  
**County Executive Office** - Approve grant applications/awards submitted by *OC Community Resources/OC Parks* in 9/27/16 grant report and other actions as recommended; *adopt resolutions authorizing Director of OC Parks or designee to apply for the Congestion Mitigation and Air Quality funding under Moving Ahead for Progress in the 21<sup>st</sup> Century Federal Transportation Act and Fixing Americas Surface Transportation Act for OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure and Peters Canyon Bikeway Extension projects* - All Districts
42. Continued to 10/25/16, 9:30 a.m.  
Revised Title to read:  
**County Executive Office** - Select ~~Van Seoyoc Associates, Inc.~~ as a primary and ~~Akin Gump Strauss Hauer & Feld~~ as an alternate firms to provide Federal Legislative Advocacy services; and authorize Purchasing Agent or authorized Deputy to negotiate an agreement and return to the Board for approval no later than 12/13/16 - All Districts

### PUBLIC HEARINGS

45. Deleted

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

Items: 17, 41 and 42

**REVISIONS AND SUPPLEMENTALS TO SEPTEMBER 27, 2016 AGENDA - PAGE 1 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

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

- S44A. Deleted  
**Supervisor Spitzer** - Approve and authorize Supervisor Spitzer to execute consultant service agreement with Jeffrey Lalloway for public policy advisor services, effective upon Board approval, for one year (\$190,000) with no benefits
- S44B. **Chairwoman Bartlett and Supervisor Do** - Approve acceptance of three paneled bronzed statue that honors the Japanese American community and designate Mile Square Park as site for permanent installation; approve allocation of County resources to maintain statue; approve five-year agreement with Orange County Nikkei Coordinating Council for maintenance of the statue; authorize Director of OC Parks to execute agreement; and make California Environmental Quality Act and other findings
- S44C. **Assessor Department** - Approve amendment 2 to agreement MA-002-15010027 with Digital Map Products for GEO-Spatial Tools module, annual application maintenance and support, 10/1/16 - 9/30/17 (\$138,000; cumulative total \$779,540); and authorize Purchasing Agent or authorized Deputy to execute amendment - All Districts
- S44D. **OC Community Resources** – Approve agreement 16-23-0035PS with Kingdom Causes, Inc. dba City Net for implementation of services in the Santa Ana Civic Center, 10/1/16 – 9/30/18 (\$300,000), renewable for two additional one year terms; approve agreement 16-23-0036PS with The Midnight Mission for implementation of shelter services at 400 West Santa Ana Boulevard, Santa Ana, 10/1/16 – 9/30/17 (\$1,400,000), renewable for one additional one year term; approve rent-free License Agreement with The Midnight Mission for use of space at 400 West Santa Ana Boulevard, Santa Ana for shelter basic services, 10/1/2016 – 9/30/2017, renewable for one additional one year term; authorize Director or designee to execute agreements, related documents and exercise cost contingency increases not to exceed 10% of individual agreements under certain conditions; authorize Chief Real Estate Officer or designee to execute rent-free License Agreement; and make California Environmental Quality Act and other findings – District 1
- SCS7. **County Executive Office** - CONFERENCE WITH REAL PROPERTY NEGOTIATOR - Pursuant to Government Code Section 54956.8:  
Property Location: Orange County Flood Control District owned +/- 95 acre property located at the intersection of Mountain Avenue and Bickmore Avenue, Chino CA  
County Negotiator: Scott D. Mayer, Chief Real Estate Officer  
Negotiating Party: Majestic Realty  
Under Negotiation: Terms and Value of Future Lease
- SCS8. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):  
Name of Case: Greenspot Residents Association, et al. v. City of Highland, et al., San Bernardino Superior Court Case Number CIVDS 1615280

# ORANGE COUNTY BOARD OF SUPERVISORS

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

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- SCS9. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):  
Name of Case: Sierra Club, et al. v. City of Highland, et al., San Bernardino Superior Court  
Case Number CIVDS 1615347



# Revision to ASR and/or Attachments

2016 SEP 14 PM 4:43  
CLERK OF THE BOARD  
ORANGE COUNTY  
BOARD OF SUPERVISORS

09/14/2016

**Date:** September 14, 2016  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office   
**From:** Frank Kim, County Executive Officer  
**Re:** ASR Control #: 16-001054, Meeting Date 9/27/16 Agenda Item No. # 17  
**Subject:** 2015 Actual and 2016 Proposed Charitable Organization Report

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Explanation: Added an additional recommended action specific to Government Code 26227 and revised Attachment C to include additional charities/organizations.

Revised Recommended Action(s)

Recommended Action 2. Find that the Charitable Organization Activities Plan 2016, per Government Code Section 26227, will serve a public purpose of the County of Orange and is deemed 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; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.

Make modifications to the:

Subject       Background Information       Summary

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

Attachment C has been updated to include additional charities/organizations.

Charitable Organization Activities Plan 2016

Attachment C

Agency/ Department	Charitable Organization	Non-Profit	Tax Exempt	Political Activities	\$ Remain in O.C.	Mission Compatible	Meet Social Needs	Does Money Raised Benefit Charity	Est. County Staff Hours	Est. County Cost	Est. % Revenue offset	Est. \$ Value of Services/Donations
Sheriff-Coroner	Sheriff Advisory Council	Yes	Yes	No	Yes	Yes	Yes	Yes	6,894	\$ 400,618.00	37.4%	\$ 500,291.00
OCCR	Noble Friends Foundation for OC Animal Care	Yes	Yes	No	Yes	Yes	Yes	Yes	80	\$ 2,400.00	-	\$ 53,000.00
OCCR	OC Parks Foundation	Yes	Yes	No	Yes	Yes	Yes	Yes	350	\$ 17,600.00	-	\$ -
OCCR	Newport Bay Conservancy	Yes	Yes	No	Yes	Yes	Yes	Yes	175	\$ 8,250.00	-	\$ 54,000.00
OCCR	Aliso Viejo Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 556.00
OCCR	Brea Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 2,095.61
OCCR	CM/Donald Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 7,000.00
OCCR	CM/Technology Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 5,000.00
OCCR	CM/Verde Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ -
OCCR	Cypress Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 5,000.00
OCCR	Dana Point Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 105,772.87
OCCR	El Toro Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 17,075.00
OCCR	Foothill Ranch Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ -
OCCR	Fountain Valley Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 47,141.18
OCCR	Friends of READ OC	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ -
OCCR	GG/Chapman Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 4,500.00
OCCR	GG/Regional Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ -
OCCR	GG/Tibor Rubin Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 6,750.00
OCCR	Irvine/Heritage Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 15,277.20
OCCR	Irvine/University Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 9,075.00
OCCR	Irvine/Wheeler Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 3,000.00
OCCR	La Habra Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 1,250.00
OCCR	La Palma Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ -
OCCR	Ladera Ranch Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ -
OCCR	Laguna Beach Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 30.00
OCCR	Laguna Hills Technology Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ -
OCCR	Laguna Niguel Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ -
OCCR	Los Alamitos/Rossmoor Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 41,247.15
OCCR	OCPL Foundation	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ -
OCCR	Rancho Santa Margarita Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 1,800.00
OCCR	San Clemente Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ -
OCCR	San Juan Capistrano Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 1,450.00
OCCR	Seal Beach Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 460.00
OCCR	Stanton Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 2,000.00
OCCR	Tustin Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ -
OCCR	Villa Park Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 12,000.00
OCCR	Westminster Friends of the Library	Yes	Yes	No	Yes	Yes	Yes	Yes	36	\$ 1,162.00	-	\$ 19,199.06
District Attorney	OC GRIP	Yes	Yes	No	Yes	Yes	Yes	Yes	70	\$ 3,785.00	-	\$ -

Totals: 8,757 \$ 470,999.00 \$ 914,970.07



# Continuation or Deletion Request

**Date:** September 22, 2016  
**To:** Clerk of the Board of Supervisors  
**From:** Steve Franks, Director, OC Community Resources  
**Re:** ASR Control #: 16-000840, Meeting Date 9/27/16 Agenda Item No. # 32  
**Subject:** State Emergency Solutions Grant Contracts

A handwritten signature in blue ink, appearing to be "S. Franks", is written over the "From:" and "Re:" lines of the header.

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Request to continue Agenda Item No. # 32 to the 10/11/2016 Board Meeting.

Comments: OC Community Resources is requesting a continuance to review additional information and allow for further briefings if necessary.

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

Comments:



# AGENDA STAFF REPORT

Agenda Item

41

ASR Control 16-000147

**MEETING DATE:** 09/27/16  
**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

**SUBJECT:** Grant Applications/Awards Report

<b>CEO CONCUR</b> Concur	<b>COUNTY COUNSEL REVIEW</b> No Legal Objection	<b>CLERK OF THE BOARD</b> Discussion 3 Votes Board Majority
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**Budgeted:** N/A                                      **Current Year Cost:** N/A                                      **Annual Cost:** N/A

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

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

**Funding Source:** N/A                                      **County Audit in last 3 years:** No

**Prior Board Action:** N/A

**RECOMMENDED ACTION(S):**

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

1. Approve Grant Award and Adopt Resolution – OC Community Resources/OC Parks – BCIP OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure – \$1,551,400.
2. Approve Grant Award and Adopt Resolution – OC Community Resources/OC Parks – BCIP Peters Canyon Bikeway Extension – \$883,520.
3. 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 - OCCR BCIP OC Loop Segment D

Attachment B - OCCR BCIP PECA Bikeway

RESOLUTION OF THE BOARD OF SUPERVISORS OF  
ORANGE COUNTY, CALIFORNIA  
September 27, 2016

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE (COUNTY) AUTHORIZING APPLICATION FOR FUNDS FOR THE BICYCLE CORRIDOR IMPROVEMENT PROGRAM (BCIP) FUNDED WITH CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM FUNDING UNDER THE MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY AND FIXING AMERICAS SURFACE TRANSPORTATION FEDERAL TRANSPORTATION ACT FOR THE FOLLOWING PROJECT:

- Peters Canyon Bikeway Extension

WHEREAS, the United State Congress enacted the Moving Ahead for Progress in the 21st Century (MAP-21) Federal Transportation Act on July 6, 2012 and Fixing America's Surface Transportation (FAST) Federal Transportation Act on December 4, 2015, which makes Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds available to the Orange County Transportation Authority (OCTA); and

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, the County possesses authority to nominate bicycle projects funded using Congestion Mitigation and Air Quality Improvement Program funding and to finance, acquire, and construct the proposed project; and

WHEREAS, by formal action the Board of Supervisors authorizes the nomination of the project identified above, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the County to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the County will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facility(ies) or activity; and

WHEREAS, with the approval of the California Department of Transportation (Caltrans) and/or OCTA, the County or its successors in interest in the property may transfer the responsibility to maintain and operate the property; and

WHEREAS, the County will give Caltrans and/or OCTA's representatives access to and the right to examine all records, books, papers or documents related to the bicycle project; and

WHEREAS, the County will cause project work to commence within six months following notification from the State or OCTA that funds have been authorized to proceed by the Federal Highway Administration or Federal Transit Administration and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the County commits:

- \$120,480 for Peters Canyon Bikeway Extension

Resolution No. \_\_\_\_\_, Item No. \_\_\_\_\_  
Bicycle Corridor Improvement Program (BCIP) 2016 Grant

of Capital Improvement Program Funds and will provide a 12% PERCENT LOCAL AGENCY MATCH of the total project cost as match to the requested (CMAQ DOLLAR VALUE):

- \$883,520 for Peters Canyon Bikeway Extension

in OCTA CMAQ funds for a total project cost estimated to be:

- \$1,004,000 for Peters Canyon Bikeway Extension

WHEREAS, the County will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, Federal Title VI, Buy America provision, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the County's Board of Supervisors authorizes the execution of any necessary cooperative agreements between the County and OCTA to facilitate the delivery of the project; and

WHEREAS, the County will amend the agency Capital Improvement Program (CIP) to include the project if selected for funding.

NOW, THEREFORE, BE IT RESOLVED that the County of Orange, hereby authorizes the Director of OC Parks or designee as the official representative of the County to apply for the Congestion Mitigation and Air Quality funding under the Moving Ahead for Progress in the 21st Century Federal Transportation Act and Fixing Americas Surface Transportation Act for the following project:

- Peters Canyon Bikeway Extension

BE IT FURTHER RESOLVED that the County of Orange agrees to fund its share of the project costs and any additional costs over the identified programmed amount.



# Grants Report

**DRAFT**

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*County Executive Office/Legislative Affairs*

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September 27, 2016  
 Item No. 41  
 Vol. XXXIX, No. 17

## **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 September 27, 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 – OC Community Resources/OC Parks – BCIP OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure – \$1,551,400.
2. Approve Grant Award and Adopt Resolution – OC Community Resources/OC Parks – BCIP Peters Canyon Bikeway Extension – \$883,520.
3. Receive and File Grant Report

### **INFORMATIONAL ITEMS-ACCEPTED GRANT AWARDS UNDER \$50,000:**

- Health Care Agency – Local Enforcement Agency Grant – \$46,415

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

<b>Today's Date:</b>	September 14, 2016
<b>Requesting Agency/Department:</b>	OC Community Resources / OC Parks
<b>Grant Name and Project Title:</b>	Bicycle Corridor Improvement Program / OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure
<b>Sponsoring Organization/Grant Source:</b>	Orange County Transportation Authority / Congestion Mitigation and Air Quality (CMAQ) Improvement Program
<b>Amount Requested:</b>	\$1,763,000
<b>Application Due Date:</b>	May 9, 2016
<b>Board Date when Board Approved this Application:*</b>	April 26, 2016
<b>Awarded Funding Amount:*</b>	\$1,551,440
<b>Notification Date of Funding Award:*</b>	September 6, 2016
<b>Is this an Authorized Retroactive Grant Application/Award?</b> (If yes, attach memo to CEO) No	
<b>Does this grant require CEQA findings?</b> CEQA findings are scheduled to be completed by May 2017 before encumbering Bicycle Corridor Improvement Program grant funds for the Final Design phase and Right-of-Way acquisition.	
<b>What Type of Grant is this?</b>	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
<b>County Match?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Amount: 12% OC Parks Fund 406 Budgeted? Yes
<b>Recurrence of Grant</b>	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/>
<b><u>Purpose of Grant Funds:</u></b>	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
<p>The OC Loop is a planned alternative transportation corridor comprised of 66 miles of regional non-motorized recreational/commuter cycling and pedestrian routes that provide seamless connections and an opportunity for people to bike, walk and connect to some of California's most scenic beaches and inland reaches. The El Cajon Bikeway within cities of Placentia and Yorba Linda is also part of the larger OC Loop regional non-motorized transportation corridor with a major half-mile gap from Imperial Hwy. south to Bastanchury Rd. known as the Carbon Creek Channel (Segment D).</p> <p>Grant funds will be used for the Final Design phase and Right-of-Way acquisition toward implementation of a Class I Bikeway along Carbon Creek Flood Channel spanning a half-mile from Imperial Hwy. south to Bastanchury Rd. (Segment D).</p>	
<b><u>Board Resolution/Special Instructions</u></b>	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"> <li>1. Approve acceptance of Bicycle Corridor Improvement Program grant award funds.</li> <li>2. Adopt the attached Bicycle Corridor Improvement Program Resolution, which has been reviewed and approved by Deputy County Counsel Haubert.</li> <li>3. Authorize the Director of OC Parks or designee to execute instruments and any actions necessary for the purposes of obtaining the grant award, provided those actions do not materially change the terms of the County's commitment.</li> </ol>	

<b><u>Will the grant/program create new part or full-time positions?</u></b>	No new positions will be created with the award of this grant.
<b><u>Contact:</u></b>	Joanne Liwanag, OC Parks ASR Manager; (949) 923-3769; Joanne.Liwanag@ocparks.com Tuan Richardson, Project Manager (949) 585-6451; Tuan.Richardson@ocparks.com

RESOLUTION OF THE BOARD OF SUPERVISORS OF  
ORANGE COUNTY, CALIFORNIA

September 27, 2016

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE (COUNTY) AUTHORIZING APPLICATION FOR FUNDS FOR THE BICYCLE CORRIDOR IMPROVEMENT PROGRAM (BCIP) FUNDED WITH CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM FUNDING UNDER THE MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY AND FIXING AMERICAS SURFACE TRANSPORTATION FEDERAL TRANSPORTATION ACT FOR THE FOLLOWING PROJECT:

- OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure

WHEREAS, the United State Congress enacted the Moving Ahead for Progress in the 21st Century (MAP-21) Federal Transportation Act on July 6, 2012 and Fixing America's Surface Transportation (FAST) Federal Transportation Act on December 4, 2015, which makes Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds available to the Orange County Transportation Authority (OCTA); and

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, the County possesses authority to nominate bicycle projects funded using Congestion Mitigation and Air Quality Improvement Program funding and to finance, acquire, and construct the proposed project; and

WHEREAS, by formal action the Board of Supervisors authorizes the nomination of the project identified above, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the County to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the County will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facility(ies) or activity; and

WHEREAS, with the approval of the California Department of Transportation (Caltrans) and/or OCTA, the County or its successors in interest in the property may transfer the responsibility to maintain and operate the property; and

WHEREAS, the County will give Caltrans and/or OCTA's representatives access to and the right to examine all records, books, papers or documents related to the bicycle project; and

WHEREAS, the County will cause project work to commence within six months following notification from the State or OCTA that funds have been authorized to proceed by the Federal Highway Administration or Federal Transit Administration and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the County commits:

- \$211,560 for OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure

Resolution No. \_\_\_\_\_, Item No. \_\_\_\_\_  
Bicycle Corridor Improvement Program (BCIP) 2016 Grant

of Capital Improvement Program Funds and will provide a 12% PERCENT LOCAL AGENCY MATCH of the total project cost as match to the requested (CMAQ DOLLAR VALUE):

- \$1,551,440 OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure

in OCTA CMAQ funds for a total project cost estimated to be:

- \$1,763,000 for OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure

WHEREAS, the County will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, Federal Title VI, Buy America provision, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the County's Board of Supervisors authorizes the execution of any necessary cooperative agreements between the County and OCTA to facilitate the delivery of the project; and

WHEREAS, the County will amend the agency Capital Improvement Program (CIP) to include the project if selected for funding.

NOW, THEREFORE, BE IT RESOLVED that the County of Orange, hereby authorizes the Director of OC Parks or designee as the official representative of the County to apply for the Congestion Mitigation and Air Quality funding under the Moving Ahead for Progress in the 21st Century Federal Transportation Act and Fixing Americas Surface Transportation Act for the following project:

- OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure

BE IT FURTHER RESOLVED that the County of Orange agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

GRANT APPLICATION /  AWARD AUTHORIZATION FORM

<b>Today's Date:</b>	September 14, 2016
<b>Requesting Agency/Department:</b>	OC Community Resources / OC Parks
<b>Grant Name and Project Title:</b>	Bicycle Corridor Improvement Program / Peters Canyon Bikeway Extension
<b>Sponsoring Organization/Grant Source:</b>	Orange County Transportation Authority / Congestion Mitigation and Air Quality (CMAQ) Improvement Program
<b>Amount Requested:</b>	\$1,004,000
<b>Application Due Date:</b>	May 9, 2016
<b>Board Date when Board Approved this Application:*</b>	April 26, 2016
<b>Awarded Funding Amount:*</b>	\$883,520
<b>Notification Date of Funding Award:*</b>	September 6, 2016
<b>Is this an Authorized Retroactive Grant Application/Award?</b> (If yes, attach memo to CEO) No	
<b>Does this grant require CEQA findings?</b> OC Parks will obtain CEQA and NEPA findings by FY 2017-18 before encumbering Bicycle Corridor Improvement Program grant funds for the Final Design phase.	
<b>What Type of Grant is this?</b>	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
<b>County Match?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Amount: 12% OC Parks Fund 406 Budgeted? Yes
<b>Recurrence of Grant</b>	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/>
<b><u>Purpose of Grant Funds:</u></b>	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
Grant funds will be used to develop a 3.1 mile, Class I bikeway along the east side of Jamboree Road from Canyon View Ave. south to Portola Parkway connecting to the existing Peters Canyon Regional Trail & Bikeway. The project will close a major gap along the Mountains to Sea bikeway and Bicycle Corridor Improvement Program grant funds will be used for the Final Design phase.	
Since the Peters Canyon Regional Park General Development Plan public workshop in October 2015, this project has received significant stakeholder input to plan adequate safety measures for pedestrians and bicyclists traveling along Jamboree Road.	
<b><u>Board Resolution/Special Instructions</u></b>	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"> <li>1. Approve acceptance of Bicycle Corridor Improvement Program grant award funds.</li> <li>2. Adopt the attached Bicycle Corridor Improvement Program Resolution, which has been reviewed and approved by Deputy County Counsel Haubert.</li> <li>3. Authorize the Director of OC Parks or designee to execute instruments and any actions necessary for the purposes of obtaining the grant award, provided those actions do not materially change the terms of the County's commitment.</li> </ol>	
<b><u>Will the grant/program create new part or full-time positions?</u></b>	No new positions will be created with the award of this grant.
<b><u>Contact:</u></b>	Joanne Liwanag, OC Parks ASR Manager; (949) 923-3769; Joanne.Liwanag@ocparks.com

	Tuan Richardson, Project Manager (949) 585-6451; Tuan.Richardson@ocparks.com
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RESOLUTION OF THE BOARD OF SUPERVISORS OF  
ORANGE COUNTY, CALIFORNIA  
September 27, 2016

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE (COUNTY) AUTHORIZING APPLICATION FOR FUNDS FOR THE BICYCLE CORRIDOR IMPROVEMENT PROGRAM (BCIP) FUNDED WITH CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM FUNDING UNDER THE MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY AND FIXING AMERICAS SURFACE TRANSPORTATION FEDERAL TRANSPORTATION ACT FOR THE FOLLOWING PROJECT:

- Peters Canyon Bikeway Extension

WHEREAS, the United State Congress enacted the Moving Ahead for Progress in the 21st Century (MAP-21) Federal Transportation Act on July 6, 2012 and Fixing America's Surface Transportation (FAST) Federal Transportation Act on December 4, 2015, which makes Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds available to the Orange County Transportation Authority (OCTA); and

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, the County possesses authority to nominate bicycle projects funded using Congestion Mitigation and Air Quality Improvement Program funding and to finance, acquire, and construct the proposed project; and

WHEREAS, by formal action the Board of Supervisors authorizes the nomination of the project identified above, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the County to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the County will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facility(ies) or activity; and

WHEREAS, with the approval of the California Department of Transportation (Caltrans) and/or OCTA, the County or its successors in interest in the property may transfer the responsibility to maintain and operate the property; and

WHEREAS, the County will give Caltrans and/or OCTA's representatives access to and the right to examine all records, books, papers or documents related to the bicycle project; and

WHEREAS, the County will cause project work to commence within six months following notification from the State or OCTA that funds have been authorized to proceed by the Federal Highway Administration or Federal Transit Administration and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the County commits:

- \$120,480 for Peters Canyon Bikeway Extension

Resolution No. \_\_\_\_\_, Item No. \_\_\_\_\_  
Bicycle Corridor Improvement Program (BCIP) 2016 Grant

of Capital Improvement Program Funds and will provide a 12% PERCENT LOCAL AGENCY MATCH of the total project cost as match to the requested (CMAQ DOLLAR VALUE):

- \$883,520 for Peters Canyon Bikeway Extension

in OCTA CMAQ funds for a total project cost estimated to be:

- \$1,004,000 for Peters Canyon Bikeway Extension

WHEREAS, the County will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, Federal Title VI, Buy America provision, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the County's Board of Supervisors authorizes the execution of any necessary cooperative agreements between the County and OCTA to facilitate the delivery of the project; and

WHEREAS, the County will amend the agency Capital Improvement Program (CIP) to include the project if selected for funding.

NOW, THEREFORE, BE IT RESOLVED that the County of Orange, hereby authorizes the Director of OC Parks or designee as the official representative of the County to apply for the Congestion Mitigation and Air Quality funding under the Moving Ahead for Progress in the 21st Century Federal Transportation Act and Fixing Americas Surface Transportation Act for the following project:

- Peters Canyon Bikeway Extension

BE IT FURTHER RESOLVED that the County of Orange agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

MARK A. REFOWITZ  
DIRECTOR  
(714) 834-6021  
[mrefowitz@ochca.com](mailto:mrefowitz@ochca.com)

RICHARD SANCHEZ  
ASSISTANT DIRECTOR  
(714) 834-2830  
[Richard.Sanchez@ochca.com](mailto:Richard.Sanchez@ochca.com)

405 W. 5<sup>th</sup> STREET, 7<sup>th</sup> FLOOR  
SANTA ANA, CA 92701  
FAX: (714) 834-5506



OFFICE OF THE DIRECTOR

**DATE:** September 20, 2016  
**TO:** Frank Kim  
County Executive Officer  
**FROM:** Mark A. Refowitz  
Director, HCA  
**SUBJECT:** Request to Accept Grant Award of \$46,415

- Board approved the grant application on November 10, 2015.
- Requested amount of grant was \$46,140.
- The grant funds will be dedicated toward activities directly related to maintaining certification as the designated Local Enforcement Agency for Orange County. Funds are used to purchase necessary equipment such as landfill gas monitoring equipment, to provide staff development training and to offset costs of transportation and personnel.
- HCA received notification of the award was receive on September 6, 2016.
- The grant awarded is \$46,415.
- The grantor is the California Department of Resources Recycling and Recovery (CalRecycle).
- James Harman of the office of County Counsel has reviewed the grant agreement and has approved the form.
- HCA is requesting CEO's approval to accept this grant since the awarded amount is less than \$50,000.

  
\_\_\_\_\_  
Mark A. Refowitz, Director

09/20/16  
\_\_\_\_\_  
Date

Concur:

  
\_\_\_\_\_  
County Executive Officer or Designee

9/20/16  
\_\_\_\_\_  
Date

RS/MAR/RR:la 16-072

cc: Mark Denny, Chief Operating Officer

RESOLUTION OF THE BOARD OF SUPERVISORS OF  
ORANGE COUNTY, CALIFORNIA  
September 27, 2016

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE (COUNTY) AUTHORIZING APPLICATION FOR FUNDS FOR THE BICYCLE CORRIDOR IMPROVEMENT PROGRAM (BCIP) FUNDED WITH CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM FUNDING UNDER THE MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY AND FIXING AMERICAS SURFACE TRANSPORTATION FEDERAL TRANSPORTATION ACT FOR THE FOLLOWING PROJECT:

- OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure

WHEREAS, the United State Congress enacted the Moving Ahead for Progress in the 21st Century (MAP-21) Federal Transportation Act on July 6, 2012 and Fixing America's Surface Transportation (FAST) Federal Transportation Act on December 4, 2015, which makes Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds available to the Orange County Transportation Authority (OCTA); and

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, the County possesses authority to nominate bicycle projects funded using Congestion Mitigation and Air Quality Improvement Program funding and to finance, acquire, and construct the proposed project; and

WHEREAS, by formal action the Board of Supervisors authorizes the nomination of the project identified above, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the County to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the County will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facility(ies) or activity; and

WHEREAS, with the approval of the California Department of Transportation (Caltrans) and/or OCTA, the County or its successors in interest in the property may transfer the responsibility to maintain and operate the property; and

WHEREAS, the County will give Caltrans and/or OCTA's representatives access to and the right to examine all records, books, papers or documents related to the bicycle project; and

WHEREAS, the County will cause project work to commence within six months following notification from the State or OCTA that funds have been authorized to proceed by the Federal Highway Administration or Federal Transit Administration and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the County commits:

- \$211,560 for OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure

Resolution No. \_\_\_\_\_, Item No. \_\_\_\_\_  
Bicycle Corridor Improvement Program (BCIP) 2016 Grant

of Capital Improvement Program Funds and will provide a 12% PERCENT LOCAL AGENCY MATCH of the total project cost as match to the requested (CMAQ DOLLAR VALUE):

- \$1,551,440 OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure

in OCTA CMAQ funds for a total project cost estimated to be:

- \$1,763,000 for OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure

WHEREAS, the County will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, Federal Title VI, Buy America provision, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the County's Board of Supervisors authorizes the execution of any necessary cooperative agreements between the County and OCTA to facilitate the delivery of the project; and

WHEREAS, the County will amend the agency Capital Improvement Program (CIP) to include the project if selected for funding.

NOW, THEREFORE, BE IT RESOLVED that the County of Orange, hereby authorizes the Director of OC Parks or designee as the official representative of the County to apply for the Congestion Mitigation and Air Quality funding under the Moving Ahead for Progress in the 21st Century Federal Transportation Act and Fixing Americas Surface Transportation Act for the following project:

- OC Loop Carbon Creek Channel (Segment D) Bikeway Gap Closure

BE IT FURTHER RESOLVED that the County of Orange agrees to fund its share of the project costs and any additional costs over the identified programmed amount.



# Continuation or Deletion Request

**Date:** September 23, 2016  
**To:** Clerk of the Board of Supervisors  
**From:** Frank Kim, County Executive Officer   
**Re:** ASR Control #: 16-001136, Meeting Date 9/27/16 Agenda Item No. # 42  
**Subject:** Federal Legislative Advocacy Services

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Request to continue Agenda Item No. # 42 to the 10/25/16 Board Meeting.

Comments: The County Executive Office is requesting a continuance to allow for further briefings as needed.

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

Comments:

2016 SEP 26 AM 8:10  
COUNTY OF ORANGE  
CLERK OF SUPERVISORS



# Revision to ASR and/or Attachments

**Date:** September 15, 2016  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office *Frank Kim*  
**From:** Frank Kim, County Executive Officer  
**Re:** ASR Control #: 16-001136, Meeting Date 9/27/16 Agenda Item No. # 42  
**Subject:** Federal Legislative Advocacy Services

2016 SEP 15 11:30:27

Explanation: Recommended Actions, Summary and Background Information have been revised. Attachments E and F have been added.

Revised Recommended Action(s)

1. Select ~~Van Seoyoe Associates, Inc.~~, as the a primary firm and ~~Akin Gump Strauss Hauer & Fold~~ as the an alternate firm to provide Federal Legislative Advocacy services to the County of Orange.
2. Authorize the County Purchasing Agent or authorized Deputy to enter into negotiations with the primary firm, ~~Van Seoyoe Associates, Inc.~~, and return to the Board of Supervisors with the proposed agreement for approval no later than December 13, 2016.
3. Authorize the County Purchasing Agent or authorized Deputy to negotiate an agreement with the alternate firm, ~~Akin Gump Strauss Hauer & Fold~~, in the event an agreement cannot be negotiated with the primary firm, and submit the agreement to the Board of Supervisors for approval no later than December 13, 2016.

Make modifications to the:

Subject       Background Information       Summary

Summary:

Authorizing the County Purchasing Agent or authorized Deputy to enter into negotiations with a ~~Van Seoyoe Inc.~~ as the primary firm, and ~~Akin Gump Strauss Hauer & Fold~~ as the alternate firm will to provide continued Federal Legislative Advocacy services upon expiration of current contract on December 31, 2016.

Background Information:

As the third largest county in California and the sixth largest in the United States, Orange County is committed to maximizing resources and improving the quality of life for its three million residents. Because Federal resources are a necessity to meet these objectives, it is essential to have an effective presence in Washington with a full-service advocacy firm that understands the County’s growing needs and delivers results in a rapidly changing political environment. Your Board has recognized the need to protect the County’s interests in Washington, D.C. and continues to make federal advocacy a priority.

On August 21, 2012, your Board authorized James F. McConnell to perform Federal Legislative Advocacy services on behalf of the County from January 1, 2013, to December 31, 2014, with an option to renew the agreement for one additional two-year term with Board approval.

On September 9, 2014, your Board authorized the option to renew Mr. McConnell’s agreement for one additional two-year term, and directed that the Federal Advocacy contract would be solicited in the Summer of 2016. Section 3.3-105(2) of the County’s Contract Policy Manual limits service contracts to no more than five years without conducting a formal solicitation.

Per Board directive, the County Procurement Office on behalf of CEO-Legislative Affairs conducted a two phase competitive solicitation process for Federal Legislative Advocacy services. On June 16, 2016, a Request for Proposals was released on the County’s online bidding system and a total of 35 firms received notification.

**Proposal Evaluation Process:**

The first phase of the solicitation process was a Pre-Qualification Questionnaire (PQQ). Firms intending to submit a proposal were required to complete the PQQ which established a list of qualified firms. A copy is included as Attachment A. Pre-qualification of firms was based on the following criteria:

<b>PRE-QUALIFICATION CRITERIA</b>	
Location of Office	Office established in Washington D.C
Experience	A minimum of 20 years combined of proven federal experience in providing Federal Legislative Advocacy Services to California-based, large multi-agency government entities
Qualifications	Must be a firm or a person in partnership with a firm that is qualified to act as a legislative, administrative and regulatory advocate at the Federal level
Lobbyist Standing	Must be a registered lobbyist in good standing
Business Registration	Registered or otherwise able to do business in California

Only those firms that met the minimum requirements of the PQQ were invited to submit a proposal. Four firms responded and successfully passed the PQQ phase. Those four firms who met the minimum qualifications to provide Federal Legislative Advocacy services to the County are:

- Akin Gump Strauss Hauer & Feld
- The Ferguson Group and James F. McConnell
- Potomac Partners DC
- Van Scoyoc Associates, Inc.

These firms participated in the second phase of the solicitation process by submitting written proposals by July 21, 2016, and participating in oral interviews. The proposals were independently evaluated by a team of subject matter experts based on the following criteria:

- ~~Offeror's Understanding of the Scope of Work~~
- ~~Overall Quality and Responsiveness of the Proposal and Ability to Meet Contract Requirements~~
- ~~Firm's Background, Qualifications, and Experience~~
- ~~Assigned Personnel Availability, Accessibility, Experience and Qualifications~~
- ~~Proposed Fees~~

<b>EVALUATION CRITERIA</b>	<b>Weight</b>
Offeror's Understanding of the Scope of Work	30%
Overall Quality and Responsiveness of the Proposal and Ability to Meet Contract Requirements	5%
Firm's Background, Qualifications, and Experience	35%
Assigned Personnel Availability, Accessibility, Experience and Qualifications	25%
Proposed Fees	5%

The Evaluation Committee consisted of five members: three were Administrative Managers employed by the County, and the other two hold similar management positions with other government agencies located in Orange County.

Based upon the County of Orange's evaluation procedures and criteria as set forth in the solicitation, the Evaluation Committee has determined all four firms are qualified to provide the required services. The result of the Evaluation Committee's scoring is as follows:

<b>FINAL SCORES</b>	<b>RANKING</b>
<b>Van Scoyoc Associates, Inc.</b>	<b>89.68</b>
Akin Gump Strauss Hauer & Feld	81.16
The Ferguson Group and James F. McConnell	67.67
Potomac Partners DC	42.08

September 15, 2016

~~recommended to enter into contract negotiations with the top ranked proposer Van Scoyoc Associates, Inc. based on the final overall score as shown below. Additionally, the Evaluation Committee has recommended that Akin Gump Strauss Hauer & Feld be selected as the alternate firm in the event an agreement cannot be negotiated with the primary firm.~~

A copy of the Evaluation Score Sheet is included in Attachment B. Per the County Contract Policy Manual, proposals are not subject to public disclosure until negotiations have been successfully completed.

~~A summary of each of the qualified firms follows.~~

~~Van Scoyoc Associates, Inc., is a Washington, D.C.-based advocacy firm with 80 professionals, including more than 30 principals. Established in 1990, the firm represents local governments across the country, including 26 elected government entities in California. Their clients include San Diego County, the cities of Dana Point, Irvine, and Westminster, and the community of Rancho Mission Viejo. Van Scoyoc's areas of expertise include Aviation & Transportation, Water Resources & Infrastructure, Budget & Appropriations, and Energy & Natural Resources. Vice President Thane Young would lead the proposed team for Orange County; he has 30 years of experience working with Members and committees on Capitol Hill and with numerous Federal agencies, including the U.S. Army Corps of Engineers, the Office of Management and Budget, the Federal Emergency Management Agency, U.S. Environmental Protection Agency, Department of the Interior, Department of Homeland Security, and Department of Housing and Urban Development. More information is included in Attachment C.~~

~~Aiken Gump Strauss Hauer & Feld is one of the largest law firms in the country with offices around the world. It opened its Public Law and Policy practice in 1970 and today comprises more than 75 lawyers and other professionals who practice exclusively on legislative, policy and regulatory matters, including many former members of Congress and other lawyers with considerable experience in government service. The firm's practices include tax policy, transportation & infrastructure, federal funding, energy & environment, and among its California clients are the Orange County Transportation Corridor Agencies and the City of Long Beach. Akin Gump's proposed team would be led by Partner Susan Lent, who has extensive experience working on aviation, public transportation, and water & infrastructure issues among others. More information is included in Attachment D.~~

~~The Ferguson Group is a Washington, D.C.-based advocacy firm with eight partners, six professional staff members and five administrative support staff. Established in 1982, the firm represents local governments across the country including 38 elected government entities in California. Their clients include the counties of Butte, Sacramento, San Joaquin, San Luis Obispo, and Sutter. Their areas of practice include Transportation, Water Resources, Health Care and Social Services, and Economic & Community Development. The proposed team would be led by James F. McConnell, who serves in an "Of Counsel" role to the firm. He has~~

September 15, 2016

served as the County of Orange's federal lobbyist for over 30 years. His other clients include the Orange County Water District, CalOptima, Santa Ana River Flood Protection Agency, City of Westminster, and Midway City Sanitary District. More information is included in Attachment E.

Potomac Partners DC is a Washington D.C.-based boutique advocacy firm with three partners, two professional staff members and two strategic partners. Established in 2005, the firm's local government clients include Orange County Transportation Agency, County and City of San Bernardino, San Bernardino County Housing Authority, and Southern California Regional Rail Authority (Metrolink). Their areas of practice include Aviation, Transportation & Infrastructure, Water, and Environmental Streamlining & Permitting. The proposed team would be led by Rick Alcalde, who has over 30 years of experience working with private sector companies, non-profit institutions and municipal governments. More information is included in Attachment F.

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

Please add Attachments E and F.

## The Ferguson Group > About TFG

The Ferguson Group LLC (TFG) is a bipartisan government relations consulting firm founded in 1982. For 34 years, TFG has specialized in representing local communities on federal issues in Washington, D.C., where the firm is headquartered. Over the course of our history, we have provided federal advocacy services to public and private entities in almost every state, including counties, cities, public works agencies, and joint powers authorities. We also advocate on behalf of national organizations focused on federal issues directly impacting local government: the National Association of Towns and Townships, the Manufacturing Alliance of Communities, and the Perfect Storm Communities Coalition. Since our inception, TFG has focused on the needs of local government. Over the years, we have been active in developing and implementing legislation and regulation focused on building stronger communities. That work is done from the perspective of local and regional government. Our partners and other professional staff members have been deeply involved in virtually all major legislation impacting localities – including authorization and appropriation bills – since 1982, as congressional staff and as professional advocates representing municipal governments. TFG's funding and policy success at the federal level on behalf of municipal government is unrivaled by any other firm. In fiscal years 2001 through 2008, TFG helped our clients secure nearly \$1.5 billion in direct federal appropriations. Since the moratorium on congressional earmarks, TFG has helped our clients secure over \$500 million in competitive grants. Equally important are our policy and regulatory successes which more often than not bring fiscal relief to our clients and the citizens they serve.

### Highly Personalized Service

TFG professionals develop productive and long-standing relationships with our clients. One of the cornerstones of our success is our level of communication and personalized service. Our lobbyists know their clients well and make personal visits, often multiple times a year, to the local communities they serve to educate themselves on the projects and issues first hand.

### Team Approach

TFG's approach to strategic staffing is to assemble a team of individuals who by education, training, and professional experience are best positioned to provide the greatest value to the client. Our team works closely together and draws from the expertise of all TFG professionals who are not specifically assigned to the client, but whose expertise enhances the team's ability to provide unparalleled service.

### Focus on Local Communities

From day one, TFG's focus has been representing local communities in Washington, D.C. and empowering them with a voice in the nation's capitol. We look at national policy from the perspective of local agencies and work to ensure the decisions being made by Congress and the Administration don't have a negative impacts on local governments and help open doors to bring federal resources home.

## **Our Clients**

Almost every client we represent serves local communities in some important way. From towns, to cities, to counties, to water districts, to transportation agencies, to regional consortia, to national organizations, to private companies, our clients strive to improve the lives of their citizens and so do we. This focus makes us the premier firm in Washington D.C. representing local interests.

## **Innovative Client Services**

Along with individualized reports on legislative and regulatory activities, our clients receive weekly legislative updates, weekly and quarterly grant alerts, and specialized client alerts. Additionally, we periodically host webinars on hot topics that include guest speakers, such as federal program managers. We also host a blog that highlights news and activities focused on local governments.

## **Careers at TFG**

TFG has a diverse and dynamic workforce that focuses on client results and satisfaction. TFG's professional staff plays a critical role in our success. We look for creative thinkers who have demonstrated commitment, competence and teamwork. We offer an outstanding employment experience in a culture where employees are challenged to give their best effort and are encouraged to grow with the firm.

# James McConnell

## James McConnell – Of Counsel

For more than 30 years, Jim McConnell has represented local government agencies from Orange County, California in Washington, DC. His work includes authorization and appropriations activities on Capitol Hill, and work with the Administration and federal agencies.

During his career, Jim has worked with the Congress and Administration to secure federal authorization and appropriations support for construction of the \$2.1 billion Santa Ana River Mainstem flood control project—the largest flood control project west of the Mississippi River; \$2 billion widening and reconstruction of the I-5 freeway through Orange County—the largest public works project in the history of Orange County; authorization and appropriations for planning and construction highway and transit projects in Orange County; and the first federal lines of credit for local government toll road construction in the United States, allowing the Transportation Corridor Agencies of Orange County access to the private credit markets for construction of \$5 billion worth of public toll roads. Additionally, Jim secured a \$20 million authorization for the Orange County Water District's Groundwater Replenishment System project, and the full amount in appropriations for the project.

Jim has successfully obtained funding and regulatory amendments over the years for other projects as diverse as health care, law enforcement, housing, water resources, parking facilities, refugee assistance, and base closure and reuse. Similarly, Jim has worked on obtaining federal grants for local governmental authorities for rental assistance projects, Superfund sites, flood control mapping, and economic development. Jim works to understand the client's program and purpose, and to devise an effective strategy for successfully obtaining the program's goals. He believes in a cooperative team approach, in which the client is an integral part of the education and lobbying process in Washington.

A track record of more than 30 years with the same clients speaks to both his success in Washington, and to his clients' satisfaction with the level of service and professionalism provided to them.

For six years, Jim served as staff for Congressman Jerry Patterson of California and the Select Committee on Committees of the House of Representatives from 1979-80, as well on the legal staff of the American Law Division of the Library of Congress. He has his J.D. from American University, Washington College of Law and his B.A. in History from John Carroll University in Cleveland, Ohio. Jim was admitted to the bar in Ohio, 1976; District of Columbia, 1978; and U.S. Supreme Court, 1980.

## POTOMAC PARTNERS DC – ABOUT US

Potomac Partners DC (PPDC) is a government relations and federal advocacy firm founded as a limited liability corporation by Rick Alcalde in the District of Columbia in 2005. PPDC has a steadfast commitment to personal service, accessibility, integrity, innovative solutions, and going above and beyond our clients' needs. Our unique boutique advocacy service always delivers your full scope of services with exceptional results and measurable value. It is important to note that we purposely limit the number of clients we take on in order to provide the highest level of service to each one. This ensures that we never take conflicting policy proposals to Congress or oversaturate Members with too many legislative asks. Consequently, we can tailor our policy proposals to your specific needs.

Rick Alcalde, program manager and President of PPDC, has over 25 years of experience in the field. As a longtime friend and advisor to a number of Committee Chairmen such as Transportation Chairman Bill Shuster (R-PA), Interior Appropriations Chairman Ken Calvert (R-CA), Intelligence Chairman Devin Nunes (R-CA), and Natural Resources Chairman Rob Bishop (R-UT), Rick is often included in many inner circle policy conversations. PPDC Partner Dan Feliz is an experienced legislative specialist with over 11 years of experience with variety of policy issues such as housing, land use, law enforcement, homeland security, aviation, and water. He too has many trusted relationships with Members of Congress and their staff members as well as a number of Committee staffers. As a former Naval officer, Dan has a unique knowledge base and set of relationships like with the current Secretary of Defense related to defense, BRAC, and homeland security programs. Pete Kirkham is the former Executive Director of the National Republican Congressional Committee and chief of staff to Labor Appropriations Chairman Tom Cole (R-OK). He has extensive Capitol Hill experience and relationships spanning over 15 years in his various legislative and managerial roles. Rob Mitchell is a former Navy SEAL and a founding member of Blackwater Security Consulting (now Constellis). Mr. Mitchell also served as a para-military operations officer for the Central Intelligence Agency. Mr. Mitchell is now a sought after security and cybersecurity expert who routinely consults with members of Congress. Rob O'Neill is one of the most highly decorated Navy SEALs earning multiple silver stars while serving as a team leader for Naval Special Warfare Development Group (SEAL Team VI). Together our team will be the special operations force multiplier for your advocacy efforts.

**Rick Alcalde**

Rick has over 30 years of experience as a government advocate. He has worked with private sector companies, non-profit institutions, and municipal governments, including San Bernardino. Prior associations and firms include the American Insurance Association, the prestigious Alcalde and Fay, and the highly successful and respected Federalist Group, which later became Ogilvy Government Relations. In order to provide clients a more personalized level of service, in contrast to what is typically offered at larger firms, Mr. Alcalde founded Potomac Partners DC, where he brought together a small group of senior legislative and government affairs professionals with access to several high profile strategic partners. Rick is a strategy expert, well known for successful and innovative advocacy approaches for his clients to overcome funding and policy challenges. He is also a policy insider in many important committees that impact Orange County. His strength is getting to know the Chairmen and Ranking Members personally and becoming a policy resource for their staff.

**EXPERIENCE**


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**2005–Present** – *Founder & President, Potomac Partners DC, Washington, DC*

**2000–2005** – *Partner, Federalist Group, Washington, DC*

**1992–2000** – *Partner, Alcalde & Fay, Arlington, VA*

**1988–1992** – *Associate, American Insurance Association*

**1985–1988** – *Associate, Verner, Liipfert, Bernhard, Washington, DC*

**EDUCATION**

- 
- Juris Doctor, South Texas College of Law, Houston, TX 1985
  - Bachelor of Science, Florida State University, Tallahassee, FL 1982

**PROFESSIONAL AND OTHER AFFILIATIONS**

- 
- Finance Committee Member, Several Member of Congress including: Don Young (AK), John Mica (FL), John Duncan (TN)
  - Member, District of Columbia Bar, 1987
  - Member, Pennsylvania Bar, 1986
  - Member, Florida State University Football Team 1978-1981
  - Member, Town of Vienna, VA Youth Sports Commission
  - Past President, Westwood Village Homeowners Association



# Continuation or Deletion Request

**Date:** September 26, 2016  
**To:** Clerk of the Board of Supervisors  
**From:** Hugh Nguyen, Clerk-Recorder *HN*  
**Re:** ASR Control #: 16-000386, Meeting Date 9/27/16 Agenda Item No. # 45  
**Subject:** **Micrographics Fee Termination and First Page Recording Fee Cost Recovery**

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Request to continue Agenda Item No. # \_\_\_\_\_ to the \_\_\_\_\_ Board Meeting.

Comments:

Request deletion of Agenda Item No. # 45

Comments:

2016 SEP 26 AM 11:49  
CLERK OF SUPERVISORS  
ORANGE COUNTY  
COUNTY OF SUPERVISORS



## **MEMORANDUM**

**To:** Clerk of the Board

**From:** Todd Spitzer, Third District Supervisor

**Date:** September 26, 2016

A handwritten signature in black ink, appearing to be "Todd Spitzer", is written over the "From:" line.

**RE: Deletion Request for S44A Approval of Public Policy Consultant Agreement**

---

Please delete supplemental item of business S44A. The hiring has been handled administratively based on the advice of Human Resource Services.

2016 SEP 26 PM 3:04  
CLERK OF THE BOARD



**TODD SPITZER**  
SUPERVISOR, THIRD DISTRICT

ORANGE COUNTY BOARD OF SUPERVISORS  
ORANGE COUNTY HALL OF ADMINISTRATION  
333 W. SANTA ANA BLVD., SANTA ANA, CALIFORNIA 92701  
PHONE (714) 834-3330 FAX (714) 834-2786  
Todd.Spitzer@ocgov.com

2016 SEP 21 11:46  
CLERK OF THE BOARD

**MEMORANDUM**

September 21, 2016

34414

TO: Clerk of the Board  
FROM: Supervisor Todd Spitzer   
SUBJECT: Approval of Public Policy Consultant Agreement

Please add a supplemental item of business to the September 27, 2016, Board meeting agenda. The title of the supplemental agenda item should read:

**Supervisor Spitzer** – Approve and authorize Supervisor Spitzer to execute consultant service contract with Jeffrey Lalloway for public policy advisor services, effective upon Board approval, for one year (\$190,000) with no benefits.

A copy of the proposed consultant service contract will be provided on or before Friday, September 23, 2016.

Thank you.

Cc: Members of the Board of Supervisors  
Frank Kim, CEO  
Mark Denny, COO  
Leon J. Page, County Counsel



## SUPPLEMENTAL AGENDA STAFF REPORT

MEETING DATE: 9/27/16

TO:

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 1<sup>st</sup> District, 5<sup>th</sup> District *Andrew*

SUBMITTING AGENCY/DEPARTMENT: Supervisor Andrew Do (714) 834-3110  
Chairwoman Lisa Bartlett (714) 834-3550

2016 SEP 22 AM 10:51

*Lisa A. Bartlett*

**SUBJECT:** Mile Square Regional Park Statue Donation

### RECOMMENDED ACTION(S)

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Classes 1 & 3, pursuant to CEQA Guidelines, Sections 15301 & 15303.
2. Approve the acceptance of a three paneled bronzed statue in the form of a shoji screen.
3. Designate Mile Square Regional Park as site for future permanent installation of the statue.
4. Approve allocation of County resources to maintain the statues following installation.
5. Find that the actions serve a public purpose of the County of Orange in accordance with Government Code section 26227 by raising awareness and providing for the educational needs of park visitors.
6. Approve five-year agreement between the County of Orange and the Orange County Nikkei Coordinating Council for maintenance of a three paneled bronzed statue in the form of a shoji screen at Mile Square Park, and authorize and direct Director of OC Parks to execute a maintenance agreement on behalf of the County.

### SUMMARY:

Authorization to accept the statue donations and allocate County resources will allow for a statue that honors the Japanese American community to be permanently installed at Mile Square Regional Park.

### BACKGROUND INFORMATION:

Mile Square Regional Park (Mile Square Park) is located in the City of Fountain Valley and is the largest County park in the First District. With its many amenities, including a newly refurbished archery range, soccer fields, volleyball courts and biking and paddleboat rentals, Mile Square Park draws a large number of visitors each year.

The Orange County Nikkei Coordinating Council (OCNCC) has recently come forward to donate a three paneled bronzed statue in the form of a shoji screen to be installed in Mile Square Park. OCNCC, a 501 (c)(3) non-profit, was formed in 1994 to foster an appreciation and understanding of Nikkei culture.

OCNCC will cover the cost of permitting, construction, installation and maintenance of the statue. OCNCC will perform routine maintenance of the statue to ensure it is kept in an aesthetically pleasing, safe and welcoming condition for all visitors.

The proposed statue would provide both an asthetic and educational value to Mile Square Park visitors by honoring the ancestry of many members of the community, and recognizing the numerous contributions of the Japanese American community and the Japanese American citizens of Fountain Valley to Orange County.

Compliance with CEQA: The proposed project is Categoricaly Exempt (Classes 1 & 3) from the provisions of CEQA pursuant to Sections 15301 & 15303, because it involves new construction and installation of small structures (statues) in an existing facility, involving neglible or no expansion of use beyond the existing.

**ATTACHMENT(S):**

# **Cooperative Agreement for Maintenance of the Shoji Screen Statue**

This Cooperative Agreement (AGREEMENT) is made and entered into on this \_\_\_ day of \_\_\_\_\_, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, (hereinafter referred to as the "COUNTY") and Orange County Nikkei Coordinating Council (hereinafter referred to as "DONOR"). Individually, the COUNTY or DONOR may be referred to as "Party" or collectively as "Parties."

## W I T N E S E T H:

WHEREAS, on September 27, 2016 the Orange County Board of Supervisors approved the installation of the Shoji Screen Statue, hereinafter referred to as "STATUE," at Mile Square Park; and

WHEREAS, the STATUE was dedicated on \_\_\_\_\_; and

WHEREAS, DONOR desires to provide for the maintenance of the STATUE; and

NOW, THEREFORE, BE IT RESOLVED that:

1 DONOR AGREES TO:

- A. Perform routine maintenance of STATUE to ensure that it is kept in an aesthetically pleasing, safe, and welcoming condition for all visitors. Routine maintenance includes, but is not limited to:
- General cleaning and removal of bird droppings on STATUE; and
  - Abatement and reporting of graffiti. DONOR agrees to perform basic graffiti removal as part of its general cleaning services. For more severe graffiti that may require more than cleaning supplies (e.g. common household chemicals, paint, high pressure washers, etc.), DONOR will report the situation to the Director of OC Parks as soon as possible.

2 COUNTY AGREES TO:

- Provide security and monitoring of STATUE; and
- Consult and coordinate with DONOR to facilitate beautification projects and plaque/inscription program; and
- Consult and coordinate with DONOR to facilitate beautification projects and plaque/inscription program.

3 TERM:

- After this AGREEMENT is signed by both Parties, it shall commence on the date signed by the County or DONOR ("commencement date"), whichever is later. This AGREEMENT shall remain in effect for a

period of five (5) years from commencement date, at which time it shall expire. The AGREEMENT may be terminated at any time, by either Party, upon providing written notice to the other Party; and

- AGREEMENT may be renewed for subsequent five (5) year periods upon written consent of both Parties no later than 60 days prior to expiration of this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT the day and year first written above.

COUNTY OF ORANGE

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

DONOR

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

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

By: [Signature]  
Deputy  
Date: 9/23/2016

# ORANGE COUNTY NIKKEI COORDINATING COUNCIL

September 8, 2016

Supervisor Andrew Do  
Orange County Board of Supervisors  
333 W. Santa Ana Boulevard  
Santa Ana, California

Dear Supervisor Do:

It is the desire of the Orange County Nikkei Coordinating Council ("OCNCC") to donate a three paneled bronzed statue in the form of a shoji screen to the County of Orange to be placed in Mile Square Park, Fountain Valley, CA. Our donation will include all costs of design, planning, construction, installation and maintenance of the statue.

The Orange County Nikkei Coordinating Council was formed in 1994 and is a cooperative effort of the major Japanese American community service organizations to foster an appreciation and understanding of Nikkei culture. OCNCC is an IRC 501(c)(3) organization, which represents over 20,000 Nikkei in and around Orange County.

The statue will depict the numerous contributions of the Japanese American community and the Japanese American citizens of Fountain Valley and Orange County.

The statue shall be placed upon a five foot pedestal covered by granite tiles. There will be embedded plates acknowledging the numerous contributing organizations, families, and individuals.

OCNCC as the donor will perform routine maintenance to ensure that the statue is kept in an aesthetically pleasing, safe, and welcoming condition for all visitors. The regular maintenance procedures shall include, but not be limited to general cleaning and the abatement of graffiti.

Should the County of Orange accept our donation, it is our goal to complete the installation and unveil the statue at the end of 2017.

Sincerely,

Orange County Nikkei Coordinating Council



Diane Kawata Watanabe  
President

Orange Coast Optimist Club • Orange Coast Sports Association  
Orange County Japanese American Association • Orange County Queen's Council • SELANOCO Chapter, JACL  
South East Youth Organization • Suburban Optimist Club • VFW Post 3670 Youth Group



## County Executive Office

### Memorandum

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September 22, 2016

**To:** Clerk of the Board of Supervisors

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

Handwritten signature of Frank Kim in black ink.

**Subject:** Exception to Rule 21

S44C

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The County Executive Office is requesting a supplemental for the September 27, 2016, Board Hearing Meeting.

**Agency:** Assessor Department

**Subject:** Renewal Contract for Digital Map Products Geo-Spatial Tools

**Districts:** All Districts

**Reason for supplemental:** Due to staff turnover, there was a delay in contract negotiations and the Agenda Staff Report and attachments were not finalized until after the filing deadline to the Clerk of the Board. Since the current contract expires on September 30, 2016, this Agenda Staff Report needs to be filed for the September 27, 2016, to allow for continued services.

Concur:

Handwritten signature of Lisa Bartlett in black ink.  
\_\_\_\_\_  
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors  
County Executive Office  
County Counsel

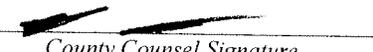


**SUPPLEMENTAL AGENDA ITEM  
 AGENDA STAFF REPORT**

**MEETING DATE:** 09/27/16  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** All Districts  
**SUBMITTING AGENCY/DEPARTMENT:** Assessor Department  
**DEPARTMENT HEAD REVIEW:**   
*Department Head Signature*  
**DEPARTMENT CONTACT PERSON(S):** Neil Shah (714) 834-2733  
 Yvonne Herrell (714) 834-2735

RECEIVED  
 2016 SEP 22 AM 11:02  
 CLERK OF THE BOARD  
 ORANGE COUNTY  
 BOARD OF SUPERVISORS

**SUBJECT:** Renewal Contract for Digital Map Products Geo-Spatial Tools

<p><b>CEO CONCUR</b></p>  <i>CEO Signature</i>	<p><b>COUNTY COUNSEL REVIEW</b></p> <p><u>approve to form</u></p> <p>Action</p>  <i>County Counsel Signature</i>	<p><b>CLERK OF THE BOARD</b></p> <p>Discussion                  3 Votes Board Majority</p>
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**Budgeted:** Yes                      **Current Year Cost:** \$138,000                      **Annual Cost:** N/A

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

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

**Funding Source:** GF: 100%                      **County Audit in last 3 years:** No

**Prior Board Action:** 08/25/2015 #34, 09/30/2014 #18

**RECOMMENDED ACTION(S)**

Authorize the County Purchasing Agent or authorized Deputy to execute Amendment Number 2 to renew Master Agreement with Digital Map Products for the Assessor Department Geo-Spatial Tools module, annual application maintenance and support, for the period of October 1, 2016, through September 30, 2017, in an amount not to exceed \$138,000 for a revised cumulative contract total amount of \$779,540, excluding contingency.

**SUMMARY:**

Authorizing the County Purchasing Agent or authorized Deputy to execute Amendment Number 2 for Master Agreement MA-002-15010027 with Digital Map Products will allow annual software license renewal, ongoing application support, and new orthogonal aerial images.

**BACKGROUND INFORMATION:**

The Assessor Department has a Geo-Spatial Tools (GST) system module that interfaces with the Assessment Tax Systems (ATS II). The Geo-Spatial Tools system provides the users with capability and

functionality to view real property parcels on a base map with additional layers of aerial images and other geographical and community information. The ability to view the property at its specific neighborhood location and the aerial images saves field check trips and enhance the quality of the property records and valuation. In addition, Geo-Spatial Tools are also a critical element of the market value analysis by displaying the subject parcel and other candidate comparable parcels on the base map that allows the appraisers to better review and analyze the comparison property and sales information to derive the appropriate market value considerations.

The Assessor Department Geo-Spatial Tools were first developed in 1999 as a standalone module separated from the legacy mainframe ATS. Through the development of ATS II, an interface was built to connect the Geo-Spatial Tools directly with the ATS II. The Geo-Spatial Tools product requires annual licensing, maintenance, and support.

Based on the outcome of Request for Proposal (RFP 002-614758) for Geo-Spatial Tools and support, the Board of Supervisors approved a contract with Digital Map Products on September 30, 2014.

The approved contract included an upgrade of the Assessor Department Geo-Spatial Tools module, annual application maintenance and support (including the orthogonal aerial images), and a new set of oblique images for the County, excluding the forest and uninhabited areas. Prior Board action on August 25, 2015, resulted in the approval of this contract with four renewable one-year consecutive terms. The upgrade of the Geo-Spatial Tools module is in the scope only for the first year of the contract which ended August 31, 2015. This contract includes subcontractors. See Attachment D for information regarding subcontractors and contract summary.

The Assessor Department previously received Board approval to renew the contract for a one-year term beginning October 1, 2015, through September 30, 2016.

The Assessor Department is now requesting authorization to renew the contract for a one-year term beginning October 1, 2016, through September 30, 2017. If approved, the contract shall be in the third year, with an option to renew for two additional one year terms. The contract renewal is to provide annual software license renewal, ongoing application support, and new orthogonal aerial images. The plan based on last year's amendment to this contract renewal was to order the County flyover for oblique images with this renewal. However, in the effort to save funds, the Assessor Department is delaying this expense for an additional year.

This contract is submitted for Board approval less than 30 days prior to the start of the contract due to staff turnover which caused a delay in contract negotiations. Since the current contract expires on September 30, 2016, this Supplemental Agenda Staff Report needs to be filed for the September 27, 2016, to allow for continued services.

Future year anticipated costs are as noted below:

FY 2017-18	\$386,640
FY 2018-19	\$138,000

The significant difference in the above Fiscal Year's projected costs is the Assessor Department's option of having oblique aerial images provided to us through this contract with Digital Map Products in FY 2017-18. The expense of these images (depending on the image size) varies from \$236,800 to \$248,640. The Assessor Department will review the need for updated oblique aerial images and the funding available.

**FINANCIAL IMPACT:**

The funding of \$138,000 is included in the Assessor Department's FY 2016-17 adopted budget.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A - Approved Master Agreement MA-002-15010027

Attachment B - Amendment #2 to MA-002-15010027

Attachment C - Amendment #1 to MA-002-15010027

Attachment D - Contract Summary Form

*County of Orange, Assessor Department  
Upgrade of Geo-Spatial Tools (GST) Capability and Functionality  
MA-002-15010027*

*Related RFP# 002-614758*



ESTABLISHED 1889

OFFICE OF THE ASSESSOR

**AGREEMENT MA-002-15010027**

***GEO-SPATIAL TOOLS (GST)  
UPGRADE, ANNUAL MAINTENANCE SUPPORT,  
AND AERIAL IMAGES  
FOR THE ORANGE COUNTY ASSESSOR DEPARTMENT***

**BETWEEN  
THE COUNTY OF ORANGE**

**AND**

**DIGITAL MAP PRODUCTS, INC.**



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*County of Orange, Assessor Department  
Upgrade of Geo-Spatial Tools (GST) Capability and Functionality  
MA-002-15010027*

*Related RFP# 002-614758*

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*County of Orange, Assessor Department  
Upgrade of Geo-Spatial Tools (GST) Capability and Functionality  
MA-002-15010027*

*Related RFP# 002-614758*

**Agreement MA-002-15010027  
Geo-Spatial Tools (GST) Upgrade, Annual Maintenance Support, and Aerial Images for  
the Orange County Assessor Department**

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between, Digital Map Products, Inc. (also referred to as DMP) with a place of business at 18831 Von Karman Ave., Suite 200, Irvine, CA 92612; hereinafter referred to as "Contractor," and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Digital Map Products, Inc., (hereinafter referred to as "Contractor" or "DMP"), which are sometimes individually referred to as ("Party"), or collectively referred to as ("Parties")

**RECITALS**

WHEREAS, County and Contractor are entering into this Geo-Spatial tools (GST) Upgrade, Annual Maintenance Support, and Aerial Images Services ("Services"); and

WHEREAS, County solicited vendors for such Services and Contractor has represented that it is qualified to provide such Services to the Assessor Department; and,

WHEREAS, Contractor agrees to provide the Assessor Department with such Services as further set forth in Attachment A ("Scope of Work"); and,

WHEREAS, County agrees to pay Contractor the fees as set forth in Attachment B ("Contractor's pricing");

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

1. **Scope of Contract** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide the Geo-Spatial Tools (GST) Upgrade, Annual Maintenance Support, and Aerial Images Services for the Orange County Assessor Department.
2. **Term of Contract** The initial term of this Contract shall be effective beginning October 1, 2014 through September 30, 2015 unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term for four (4) additional 12 month (one year) terms, upon mutual agreement of both Parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.

- 3. Contingency of Funding** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval: receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by the County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty. Under such circumstances, the County will provide DPM written documentation of the non-appropriation of funds and the commencement of any outstanding and pending projects shall be deemed postponed until such time as funds are appropriated by the Board of Supervisors and all other sums due under the terms of this Agreement have been paid by the County.
- 4. Contractor's Project Manager and Key Personnel** Contractor shall appoint a project manager to direct the contractor's efforts in fulfilling contractor's obligations under this contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.
- The contractor's project manager and key personnel shall be assigned to this project for the duration of this contract and shall diligently pursue all work and services to meet annual assessment and project time lines. Key personnel are those individuals who report directly to the contractor's project manager.
- 5. County's Project Manager** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.
- The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.
- 6. Reports/Meetings** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a County designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
- 7. Conflict of Interest** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

- 8. Ownership of Documents and Work Products** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports, work products 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 Contractor without the express written consent of the County. This provision does not apply to imagery and online services licensed from Pictometry International Corp. pursuant to license terms specified in Attachment C to this Contract.
- 9. Title to Data** All materials, documents, data or information obtained from the County data files or any medium furnished to the Contractor in the performance of this Contract 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 Contractor after completion or termination of this Contract 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 Contract. This provision does not apply to imagery and online services licensed from Pictometry International Corp. pursuant to license terms specified in Attachment C to this Contract.
- 10. Breach of Contract** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - b) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - c) Terminate the Contract immediately without penalty.
- 11. Contract Disputes** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent ("DPA"), as specified in Article 21., "Notices," by way of the following process:
- a) The Contractor shall submit, to the County DPA, a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - b) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- c) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions.
- 12. Stop Work** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed. The County shall either:
- a) Cancel the stop work order; or
  - b) Terminate the Contract in whole or in part in writing as soon as feasible. The County is not required to provide thirty (30) days notice of the termination of the Contract to Contractor if a stop work has been issued.
- 13. Orderly Termination** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 14. Errors and Omissions** All reports, work products, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, work products, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, work products, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

**15. Contractor's Records** Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times. Such records will be retained for three (3) years after the expiration or termination of this Contract.

**16. Audits/Inspections** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract.

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

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

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

**17. Publication** No copies of sketches, schedules, written documents, electronic documents, computer based data, computer code, photographs, maps or graphs, including presentations, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are prohibited.

**18. News/Information Release** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.

County of Orange, Assessor Department  
 Upgrade of Geo-Spatial Tools (GST) Capability and Functionality  
 MA-002-15010027

Related RFP# 002-614758

- 19. Conditions Affecting Work** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- 20. Child Support Enforcement Requirements** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
- 21. Notices** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

**County:** Orange County Assessor Department  
 Attn: Yvonne Herrell, Deputy Purchasing Agent  
 625 N. Ross St., Bldg, 11, Rm. 251  
 Santa Ana, CA 92701-5564  
 Telephone: 714-834-2735  
 Fax: 714-558-0681

**County:** Orange County Assessor Department  
 Attn: Terry Row, Deputy Purchasing Agent  
 625 N. Ross St., Bldg, 11, Rm. 251  
 Santa Ana, CA 92701-5564

**Contractor:** Digital Map Products, Inc  
 Attn: Leisa Cierly, Accounts Payable,  
 18831 Von Karman Ave., Suite 200  
 Irvine, CA 92612  
 Ph: 949-333-5111  
 Fax: 949-333-5112

- 22. Governing Law and Venue** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- 23. Entire Contract** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by this reference, when accepted by the Contractor either in writing or by shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties of undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by the County's Purchasing Agent, Deputy Purchasing Agent or Agent's designee.
- 24. Amendments** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- 25. Taxes** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- 26. Delivery** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the
- 27. Acceptance/Payment** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after services have been provided.
- 28. Warranty** Contractor expressly warrants that the services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this Contract shall constitute an agreement upon Contractor's part to indemnify, defend and hold the County and its indemnities as identified in Article 38 and 56, below, and as more fully described in Article 38 and 56, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by the County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statues, including the Occupational Safety and Health Act ("OSHA") and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- 29. Patent/Copyright Materials/Proprietary Infringement** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article 56, below, it shall indemnify, defend and hold the County and the County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorneys fees, costs and expenses.
- 30. Assignment or Subcontracting** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the County. Any attempt by Contractor to assign or subcontract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- In the event that the Contractor is authorized by the County to subcontract, this Contract shall prevail and the terms of any subcontract shall incorporate by reference and not conflict with the terms of this Contract. At the discretion of the County Project Manager, the County reserves the right to communicate directly with the subcontractor(s) on any aspect of this Contract.
- 31. Non-Discrimination** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject to all the penalties imposed for a violation of anti discrimination law or regulation including, but not limited to, Section 1720 et seq. of the California Labor Code.
- 32. Termination** In addition to any other remedies or rights it may have by law, the County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by the County of its right to terminate the Contract shall relieve the County of all further obligations under this Contract.
- 33. Consent to Breach Not Waiver** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- 34. Remedies Not Exclusive** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- 35. Independent Contractor** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of the County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through either the participating County.
- 36. Performance** Contractor shall perform all services under this Contract, taking necessary steps and precautions to perform the services to the County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all services diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of the County required in its governmental capacity, in connection with performance of the services; and, if permitted to subcontract, shall be fully responsible for all services performed by subs
- 37. Insurance Provisions** Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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.

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

#### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be 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](http://ambest.com)).

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

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

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

#### Required Coverage Forms

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

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

#### Required Endorsements

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

- a) 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.
- b) 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.

All insurance policies required by this contract 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.

**All insurance policies required by this contract 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.**

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

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

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

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

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

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

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

- 38. Bills and Liens** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 56, below, indemnify, defend, and hold the County and any participating Cities harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

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- 39. Changes** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- 40. Change of Ownership** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.
- 41. Force Majeure** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to the County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- 42. Confidentiality** Contractor agrees to maintain the confidentiality of the entire County and the County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- 43. Compliance with Laws** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by the County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by the County. Contractor acknowledges that the County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article 56, below, agrees that it shall defend, indemnify and hold the County and the County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- 44. Freight (F.O.B. Destination)** Contractor assumes full responsibility for all transportation, scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- 45. Compensation and Payment Provisions** The Contract price, as detailed in Attachment B, shall include full compensation for providing all required services in the Scope of Work.
- 46. 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 Contract and/or any other claim of injury or damage.

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

**55. Indemnification** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

### **Additional Terms and Conditions**

1. **Precedence:** The Contract documents will consist of this Contract including its Attachments, and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments and Exhibits.
2. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws.
3. **Re-Procurement Costs:** In the case of default by Contractor, the County may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay the County the difference between the Contract cost and the price paid. The County may make reasonable efforts to obtain the prevailing market price at the time such goods and services are rendered. This is in addition to any other remedies available under law.
4. **County of Orange Child Support Enforcement (Exhibit 1 – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of the County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the agency/department deputy purchasing agent.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor 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 the Contract.

5. **EDD Independent Contractor Reporting Requirements (Blank Exhibit 2):** California Senate Bill 542 requires businesses and government entities to report specified information regarding independent Contractors to the Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent Contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes a Contract for services performed or that business or government entity

6. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
7. **Incorporation:** This Contract, its Attachments A through F, Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form) and Exhibit 2 (Blank EDD Reporting Requirement Compliance Form) are attached hereto and incorporated by reference and made a part of this Contract.
8. **Default – Equipment, Software or Service:** In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remediate the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

County of Orange, Assessor Department  
Upgrade of Geo-Spatial Tools (GST) Capability and Functionality  
MA-002-15010027

Related RFP# 002-614758

**Signature Page**

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

Date: 10/22/14 County of Orange, a political subdivision of the State of California, Ronald Vienna, Purchasing Agent  
By: [Signature]  
Shaw Lin, Assessor Department

Date: 10/20/2014 **Digital Map Products, Inc.**  
By: [Signature]  
Name: JAMES SKURZYNSKI  
Print Name  
Title: CEO  
Chairman of the Board, President or Vice-President

Date: 10/20/2014 **Digital Map Products, Inc.**  
By: [Signature]  
Name: JOHN A. WADE  
Print Name  
Title: CFO  
Secretary, Assistant Secretary, CFO of any Assistant Treasurer

**APPROVED AS TO FORM:**  
Office of the County Counsel  
Orange County, California

By: [Signature]  
Angelica Daftary Deputy  
County Counsel  
Date: \_\_\_\_\_

**APPROVED AS TO CONTENT**  
Assessor Department

By: [Signature]  
Webster, J. Guillory  
Assessor  
Date: 10/22/2014

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

## **ATTACHMENT A - SCOPE OF WORK**

### **Integration of Geo-Spatial Tools into ATS II**

#### **A. Introduction**

The Orange County Assessor's systems currently delivers some component of Geo-Spatial Tools (GST) to over 300 department users as an independent GST application and as a set of functions incorporated into the Assessment Tax System (ATS II). These GST functions are available at the users' desktops via "Internet and the Assessor Department Local Area Network (LAN)", or in the future may be on disconnected devices (primarily laptops) with wireless access to the "Internet and the Assessor Department LAN". The Assessor Department seeks to upgrade its GST capabilities and security while maintaining the current level of capability at a minimum.

#### **1. Overview**

The first term of the contract will include all three Parts Scopes (A, B, C as detailed below) beginning September 9, 2014 through September 30, 2015. This contract will then be renewable for four (4) additional years. Each additional year (term) will include Part B (maintenance and support) and may include Part C, to be determined by the Assessor Department, based on needs and availability of funds.

**For Part A, the GST Application must be fully tested and ready for production use by early January 2015 with the final deployment taking place in January 2015.**

#### **Three (3) Different Scopes:**

Scope A: Develop, test and deploy upgraded GST Application

Scope B: Provide maintenance and support services for GST Application

Scope C: Provide aerial photography images to be incorporated into the GST Application data layer

#### **The GST Application must meet all of the following general requirements:**

1. The Application will run in a standalone mode (i.e. the GST currently runs outside ATS and must do so upon upgrade). The standalone mode is dependent on Internet and Assessor Department LAN connectivity.
2. The Application must interface with ATS II via defined API.
3. The Orange County data center, networks, and the Assessor Department local systems environments are controlled and managed under established industry level security protocols. The GST application, data, transmission of data and functionality, and access control, must be consistent with the Orange County Assessor Department security protocols.
4. The Application must support the security and management of the Assessor Departmental assets (property/parcel data) within the Assessor Department local area network.
5. **For Part A, the GST Application must be fully tested and ready for production and use by early January 2015 with the final deployment taking place in January 2015**

## B. Project Management

This scope of work is under the direction of the Assessor and is managed by the Assessor Department Project Manager with support from an in-house core technical team. The Assessor Department Management Services Project will provide all necessary contract administration support for this Contract.

Digital Map Products (DMP) will deliver geo-spatial functionality to the Orange County Assessor Department by providing the services listed below:

### **SCOPE A - Develop, test and deploy upgraded GST Application**

#### **Provide a Geo-Spatial Systems Tool Upgrade and Transition Plan**

Upon receiving the signed contract, DMP will prepare and submit a plan with sufficient detail describing the schedule, tasks and resources required to migrate the functionality, data, interfaces, tools, etc. from the existing GST platform to the proposed GST platform. The GST Upgrade and Transition Plan must include but not be limited to the following elements to describe each task or step:

- **Research** – Review of the existing environment to determine a full understanding of the Orange County Assessor current GST capabilities and its usage.
- **Definition** – Prepare an outline of the tasks required to deliver a GST that meets the requirements of the Assessor Department. Sufficient detail must be included to establish the deliverables and the manner of verifying those delivered products and services.
- **Schedule** – Prepare a timeline that lists each of the tasks or steps required to meet the deliverables. The timeline should include all tasks that require Assessor staff along with an approximation of the level of effort of Assessor Department staff in hours.
- **Resources** – Provide a listing of the Assessor Department resources that will be required for a successful GST upgrade. Include timeframes for the necessary Assessor staff members.
- **User Acceptance** – Prepare a set of tests that will demonstrate the success of the GST upgrade. The tests must prove that basic functions work and also demonstrate the customized capabilities required by the Assessor.

The Transition Plan will outline the necessary tasks and activities that must be completed to allow the proposed GST to move into the Assessor Department's production environment by early January, 2015. The transition plan should include but not be limited to the following tasks:

#### **Mapping Functionality**

DMP must first document all existing GST capabilities including the display and analysis tools for digital aerial photography and map those capabilities against the functions of the proposed GST. The mapping must include:

- Capabilities that are met through standard functionality of the proposed GST
- Capabilities that are met by creation of a tool or routine within the proposed GST
- Capabilities that will not be met by the proposed GST

DMP must ensure that all current GST usage and capabilities are uninterrupted throughout the transition from the existing GST to the proposed GST. DMP must also support the proposed GST through changes of technology and updates in the various software packages that comprise ATS II.

### Data Migration and Support

The Assessor Department currently utilizes the following data:

- Cadastral data from the Orange County Public Works /Orange County Survey
- Thomas Bros Maps data licensed from the existing GST service provider
- USGS (United States Geological Survey) licensed from the existing GST service provider
- Digital Aerial Photography (orthogonal and oblique photos)

Data for the Assessor Department geo-spatial system is stored in a shapefile format and uses Microsoft SQL for the database and has the following characteristics:

- Approximately 950 square miles of geographical coverage
- Contains approximately 700,000 parcel boundaries
- Contains over 900,000 property records
- Contains 36 data layers of the Thomas Bros. Maps street centerline database
- The data for the system takes over 4.1 TB of disk space
  - 225 GB for features
  - 12 GB for database
  - 3.8 TB for the digital aerial photo libraries from 2001 through 2012

The transition plan will include all necessary steps to migrate property/parcel data and aerial imagery used in the existing GST to the accepted GST platform. The plan must also detail the tasks and procedures required to provide updates to the data on an agreed upon frequency similar to the current data update schedule.

#### Migration

DMP will obtain all source data currently utilized, convert each data layer from the existing GST to the proposed GST, and prepare a set of tests (displays, analysis, outputs, etc.) to demonstrate the success of the data migration.

The existing schema will be the basis of the data conversion and the functionality mapping will be used as the measure to verify that the data functions properly on the proposed GST platform. The data migration includes the availability of new and historic aerial photograph libraries through the web services hybrid architecture. DMP must ensure that all of the digital orthogonal photos and oblique aerial photos can be used in the same manner as with the existing GST regardless of format, year created, resolution, or compression. Verification of photo conversion will include a side by side comparison display.

### Data Support

DMP will manage the GST data and provide updates by performing the following tasks on a select subset of the required GST data:

- Obtain property/parcel data. Note Thomas Bros. layers and USGS data will be replaced with the integrated Bing Maps and Imagery layers provisioned with the hybrid architecture.
- Perform the tasks required to prepare the data for production use such as linking features to data records, aggregating and dissolving features, polygonal clean up, coding features for scale dependent display, etc.
- Create derivative data layers and data base tables to match schema.
- Provide aerial photos for display and use by the viewing software.

The current schedule for updating the GST data may be as often as quarterly, aerial photos may be updated on an annual basis.

### Migrate Interfaces

DMP will document each of the existing application programming interfaces (API) used by the GST to access other software packages and tools. The interfaces include ATS II, document storage and retrieval (DSAR), a comparable sales module and aerial photo display software. DMP will provide an approach that will accommodate each of the current interfaces including the technical parameters, the test methods, the resources required and a timeline. DMP will test methods to verify the interfaces will be include demonstrating typical tasks performed by department staff.

### Geo-Spatial Tools

Document each of the existing Geo-Spatial tools and macro routines such as query builders, analytical tools, filters and polygonal processing. The polygonal processing must include the ability to create and save polygons and compare them to other polygons.

### Geo-Spatial Products to be Used

The Assessor Department agrees to the use of the following components. Compensation to be paid to DMP for such components is detailed in Attachment B.

Products and Description
<b>Digital Map Products Solution Development and Implementation</b>
Software Subscription ( <i>GovClarity™ &amp; SpatialStream™</i> )
Package and Installation ( <i>SpatialStream™</i> )
Customize GovClarity™
Update Oblique Integration
Custom Parcel Delivery
ATS II Plug In
3" Digital Orthophotography ( <i>740 Square Miles (SQMI) plus 90 SQMI at 6"</i> )
Pictometry 4" nominal GSD orthogonal frame images, mosaic tiles and area-wide mosaic ( <i>592 SQMI</i> )
Pictometry 4" nominal GSD oblique imagery ( <i>592 SQMI</i> )
Hosted Oblique Imagery Solution ( <i>Pictometry Connect™ Account</i> )
Hosted Interactive Oblique Viewer & Tools ( <i>Integrated within GovClarity™</i> )

## Provide GST Application Software

### Functionality

The GST application provided by DMP must provide standard functions and capabilities available in the current GST software market and must interface with ATS II via Application Programming Interface (API) which include but are not limited to the following examples:

- Display control capabilities such as pan and zoom
- Display of map geometry and features
- Scale dependent display of features and annotations
- Layering concept for geographic features and data
- Criteria based display for features, data and layer display
- Display aerial photography of varying formats and resolution including digital orthophotography, and oblique aerial photography
- Thematic groupings of features and layers to create standard map displays and dash boards

### Polygons

- Create by drawing or buffering geographic features
- Name, save and recall polygons
- Intersect or aggregate polygons
- Select features based on polygons (inside, outside, radius, etc.)

### Output

- Map creation and hardcopy output at varying scales including large format plotting
- Report generation and printing and dash boards

### Interfaces

- Interface to relational databases specifically SQL Server
- Interface to aerial photography applications
- Import and export of data records
- Geo-coding and address matching

## Platform

The GST software must be compatible with the ATS II platform. ATS II is a smart client application deployed on the Assessor Department Intranet that was developed using the software development tools listed below. ATS II is expected to be upgraded periodically and the proposed GST software will need to maintain compatibility. However, under no circumstance will ATS II and/or the GST API to ATS II be required to be modified due to changes of DMP provided software or web services. The development tools for ATS II are as follows:

- Microsoft Core Development Tools (current Basic Development Tool Set – 32 Bit)
- Windows XP/2003 – Desktop Operating System
- C#/.Net 2.0/3.0 - Development Framework
- SQL Server 2005 - Relational Database (RDBMS)
- Visual Studio 2005 - Integrated Development Environment (IDE)
- Enterprise Library 2.0 - Application Programming Interfaces (APIs)
- Smart Client Framework 2005 - Development Framework
- SQL Reporting Services 2005 - Database Report Builder
- Team Foundation Server 2005 - Source Control Tool(TFS)

## Development Support Tools (current)

- Microsoft Visio Professional - Flow Chart and Process Modeling Tool
- Embarcadero ER/Studio - Database Modeling Tool
- Infragistics Netadvantage for .NET 2007 - User Control Library
- Aspose Total for .NET 2007 PDF/Excel - Dynamic .PDF and Excel Export Tool
- CodeSmith Professional - Code Generation Tool
- Atalasoft DotImage Document Imaging 5.0 - Image Viewer and Annotation Tool

## Microsoft Core Development Tools (Next Generation-64 Bit)

- Windows 7/2012 – Desktop Operating System
- Microsoft Office 2013 – Office Productivity Suite
- C#/.Net 4.5 - Development Framework
- SQL Server 2014 - Relational Database (RDBMS)
- Visual Studio 2013 - Integrated Development Environment (IDE)
- Enterprise Library 6.0 - Application Programming Interfaces (APIs)
- Smart Client Framework 2010 - Development Framework
- SQL Reporting Services 2014 - Database Report Builder
- Team Foundation Server 2013 - Source Control Tool(TFS)

### **Install the GST Application Software**

DMP will provide the web based GST solution across the Internet and the Assessor Department LAN as outlined in Figure 1: Upgraded GST Architecture (Web Based GST Solution).

- The installation process will include any adjustments required for the web based GST solution to function across the Internet and the Assessor Department LAN.

### **Customize the GST Application**

- The GST application must incorporate the Orange County property/parcel data. The Assessor will provide a schema of the existing Orange County Assessor GST property/parcel data. The GST must interface with the ATS II databases and User Interface (UI). The Assessor will provide the definitions for the key data elements required to interface the GST with ATS II.
- The GST must be capable of operating as a window or object within the ATS II UI. A user must be able to initiate GST and access all GST functions and controls from ATS II.
- The GST application must maintain context and pass argument between the systems (ex: an APN selected within ATS II must display the associated parcel within the GST window; a parcel selected on the GST map must be shown as the selected record in the ATS II window).
- The Assessor Department may require as many as 10 predefined map displays including legends and color ramps (ex: Parcel Map, District Map, Aerial Map, etc.).
- The Assessor Department may require as many as 10 predefined tools or functions (ex: Thematic Map creation, Radius Map, Query Tool, etc.).

### **The following capabilities should be supported using API:**

- Ability to retrieve and display oblique images, both clipped and unclipped, for a selected year within ATS II
- Automated User login and password change functionality from ATS II
- Ability to save, retrieve and clear user state, preferences and personalization within GST
- Support of user level security and access control within GST (e.g. One user creates a polygon, multiple users should be able to view it)
- Maintain context within GST at user, year and activity levels (e.g. A polygon created in 2013 is different from a polygon created in 2014)
- Ability to create, edit, place and remove labels from the GIS map
- Ability to detect user selected location on the GIS map
- Ability to create, edit, highlight and delete polygon regions and sub-regions within GIS map
- Ability to display, print and refresh GIS map
- Ability to display map in various modes for different years
- Ability to programmatically print GIS maps to PDF, TIFF etc. formats with appropriate labels and highlighted parcels without the GIS map being displayed on the screen

Support callback API for GST to communicate back to ATS II for such events as GIS map load, zoom to feature, highlight feature, add resource, remove resource, clear markup, clear selection, add feature, remove feature, radius search, polygon search, set display characteristics, menu selection, create/modify/delete map regions and publish changes.

### Verify the GST Application

#### Interface with ATS II

- a. Initiate the GST functionality from the ATS II UI and perform each of the tests listed in the GST Upgrade plan under user acceptance.
- b. The GST must perform the tests running on the Assessor GST server while the ATS II will be run within the Qualification Environment located at the Orange County Data Center.
- c. Assessor Department systems staff will confirm the success of the verification.

#### Major Milestones

The Assessor Department has identified major milestones to provide progressive review and approval of the GST application for Scope A. These milestones will coincide with a payment structure for the duration of the first term of this project. The milestones are detailed in Attachment B.

### **SCOPE B – Provide, maintain and support services for GST Application**

In addition to an annual maintenance agreement, DMP must support the software with technical services as listed below.

#### Data Updates

- Provide regular annual updates to the Orange County parcels including the geometry and the associated data attributes.

#### Tools

- Provide and maintain online documentation and code examples for SpatialStream™ (APIs and web services).

#### Technical Support

DMP agrees to provide support as outlined in Attachment F: Service Level Agreement (SLA) Supplement.

#### Provide on-site and online support to:

- Troubleshoot and resolve issues that arise in daily usage of the GST
- Development GST functions and/or output
- Update GST software to ensure that it is in compliance with the annual maintenance requirements
- Address compatibility issues that may arise as the ATS II application is updated

#### Provide a knowledge transfer to Assessor Department system support staff to:

- Support users in the daily use of the GST functions
- Troubleshoot and resolve issues that may arise in daily usage of the GST

**SCOPE C – Provide aerial photography images to be incorporated in the GST Application data layer**

At the Assessor Department's request, aerial photography may be requested. Lead time will be given to DMP prior to the requested flight coordination. The timing of the aerial photography shall be as close as practical to January 1 which is the Lien Date.

- Provide new Eagle Aerial Solutions digital orthogonal photography covering the general developed areas of Orange County in a format suitable for the GST display on an annual basis. The minimum resolution of the digital orthogonal photography will be 3" pixels.
- Provide new Pictometry oblique aerial photography covering the general developed areas of Orange County in a format suitable for the GST display. The resolution of this oblique aerial photography will be nominal 4" GSD.
- Provide new Pictometry orthogonal frame images (resolution nominal 4" GSD), 4-inch GSD ortho mosaic sector tiles and one area-wide 4-inch GSD mosaic covering the general developed areas of Orange County in a format suitable for the GST display.
- The aerial photography images will be provided under a perpetual license. A copy of the electronic files of all the licensed aerial images shall be provided to the Assessor Department.

## ATTACHMENT B – COMPENSATION AND PAYMENT PROVISIONS

### A. Compensation

DMP agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by DMP of all its duties and obligations hereunder. DMP shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work.

This Agreement is a firm fixed price contract and therefore County shall have no obligation to pay any sum in excess of the Total Contract Amount specified herein below unless authorized by amendment in accordance with Paragraphs 24 and 39 of the County Contract Terms and Conditions.

In the event that this Agreement is postponed due to the non-appropriations of funds as provided for in Section 3 of the Agreement and the postponement exceeds twelve (12) months in duration, DMP reserves the right to retract the price quoted and provide a new quote for future imagery orders. The County is under no obligation to accept the new quote and the County may immediately terminate this Agreement. If the County is in possession of licensed products for which DMP has not been fully compensated in accordance with the payment terms of this Agreement (including Attachment B), the County will immediately cease use of those licensed products, purge those licensed products from all Orange County Assessor computers and return those licensed products to DMP.

### Monetary Summary

	Development	Annual	Eagle Aerial Solutions	Pictometry	Optional/Addition al 4" Oblique Imagery	TOTAL (Annually)
<b>1st Year</b>	\$ 116,900.00	\$ 73,000.00	\$ 65,000.00	\$ 236,800.00	\$ 11,840.00 (not included)	\$ 503,540.00
<b>2nd Year</b>	\$ -	\$ 73,000.00	\$ 65,000.00	\$ -	\$ -	\$ 138,000.00 *
<b>3rd Year</b>	\$ -	\$ 73,000.00	\$ 65,000.00	\$ 236,800.00	\$ 11,840.00	\$ 386,640.00 *
<b>4th Year</b>	\$ -	\$ 73,000.00	\$ 65,000.00	\$ -	\$ -	\$ 138,000.00 *
<b>5th Year</b>	\$ -	\$ 73,000.00	\$ 65,000.00	\$ 236,800.00	\$ 11,840.00	\$ 386,640.00 *
					<b>5-Year Total</b>	<b>\$ 1,552,820.00</b>

### Cost Summary Matrix - Digital Map Products

The actual scope of services will be determined by the Assessor Department based on the need and funding availability for the 2<sup>nd</sup> year through the 5<sup>th</sup> year, and will be subject to annual approval by the Orange County Board of Supervisors as provided for in Section 3 of this Agreement.

County of Orange, Assessor Department  
 Upgrade of Geo-Spatial Tools (GST) Capability and Functionality  
 MA-002-15010027

Related RFP# 002-614758

**Geo-Spatial System Tools Upgrade  
 Cost Summary Matrix Update - Digital Map Products**

Product/Task Description	Provider Fees			
	DMP		Eagle Aerial Solutions	Pictometry
	Development	Annual	All Fees Annual	
<b>GST Solution Development and Implementation</b>				
Software Subscription (GovClarity™ & SpatialStream™)		\$ 50,000		
Package and Installation (SpatialStream™)		\$ 20,000		
Customize GovClarity™	\$ 30,000			
Update Oblique Integration	\$ 25,000			
Custom Parcel Delivery	\$ 20,000			
ATS II Plug In	\$ 40,000			
3" Digital Ortho Imagery (740 Square Miles (SQMI) plus 90 SQMI at 6")			\$ 65,000	
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in): Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 4-inch GSD ortho mosaic sector tiles and one area-wide 4-inch GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. (592 SQMI)				\$ 236,800
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in): Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 4-inch GSD ortho mosaic sector tiles and one area-wide 4-inch GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. (Optional contiguous area/coverage up to 5%)				\$ 11,840
Integrated Pictometry Analytics (IPA) API integration to 3rd party application (GovClarity™)	\$ 1,990			
Hosted Oblique Imagery Solution (Pictometry Connect™ - CA - 100 Account)		\$ 3,000		
Hosted Interactive Oblique Viewer & Tools (Integrated within GovClarity™)	Included in price			
<b>Sub-Totals</b>	<b>Development</b>	<b>Annual</b>	<b>Ortho</b>	<b>Oblique</b>
Web Based GST Solution	\$ 115,000	\$ 70,000		
New 3" Ortho Imagery (6" for unpopulated areas)			\$ 65,000	
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) per description above				\$ 236,800
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) per description above. (Optional contiguous area/coverage up to 5%)				\$ 11,840
Hosted Oblique Imagery & Oblique Viewer Solution	\$ 1,990	\$ 3,000		

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<i>Proposed Sub-Totals</i>	\$ 116,990	\$ 73,000	\$ 65,000	\$236,800
<b>Total Project First Year</b>	<b>\$ 491,790</b>			<b>\$ 11,840</b>
<b>Staff Rates</b>	<b>Per Hour</b>		<b>Services Fees</b>	
Project/Principal Manager	\$ 175		Add Data Layer	\$ 600 Each
Product Specialist	\$ 150		Theme Active Layer	\$1,550 Each
Senior Software Engineer/Architect	\$ 250		Training Credits	\$100 Each
Software Engineer	\$ 150		Travel	Cost +15%
Instructor	\$ 150		Travel Time	Half Rate
GIS Technician	\$ 85			

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## B. Fees and Charges

Payment shall be as follows:

### Scope A

Develop, test and deploy upgraded GST Application **\$ 115,000**

- |   |     |
|---|-----|
| 1. Detailed upgrade and transition plan         | 10% |
| 2. Proof-of-Concept and Wireframe Design Review | 20% |
| 3. Design Review @ 75% Complete                 | 20% |
| 4. Final Design Review                          | 20% |
| 5. Deployment to Test Environment               | 10% |
| 6. Production Deployment and Final Acceptance   | 20% |

### Scope B

1. Provide maintenance and support services for GST Application – **\$ 70,000**  
 per year:

***Payable upon billing at the beginning of each contract term.***

2. Additional charges per year:

- o First year – Pictometry IPA \$1,990 & Pictometry Connect™ license \$3,000 **\$ 4,990**

***Payable upon activation of GST upgrade (i.e. early [January 2014]).***

- o Years 2 – 5 – Pictometry Connect™ license \$3,000 per year **\$ 3,000**

***Payable upon billing at the beginning of each contract term.***

### Scope C

Provide aerial photography images to be incorporated into the GST Application data layer

Per aerial photography image set –

- |   |                     |
|---|---------------------|
| o Fee for orthogonal photography alone            | <b>\$ 65,000</b>    |
| o Fee for both orthogonal and oblique photography | <b>\$ 313,640 *</b> |

***Payable upon acceptance by the Assessor Department for the delivery of the image files and deployment to the GST Application.***

County of Orange, Assessor Department  
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### Labor Rates

In the event that DMP is asked to perform services outside of the scope of this contract, the following labor rates provided DMP will be accepted:

Staff Rates	Per Hour
Project /Principal Manager	\$175.00
Product Specialist	\$150.00
Senior Software Engineer/Architect	\$250.00
Software Engineer	\$150.00
Instructor	\$150.00
GIS Technician	\$85.00
Add Data Layer	\$600/Each
Theme Active Layer	\$1,500/Each
Training Credits	\$100/Each
Travel	At Cost Plus 15%
Travel Time	Half Rate

These additional services will result in a modification to this contract by an amendment.

### C. Payment Terms

Invoices are to be submitted in arrears, after goods have been received. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with DMP. Incomplete or incorrect invoices are not acceptable and will be returned to DMP for correction.

Billing shall cover goods not previously invoiced. DMP shall reimburse the County of Orange for any monies paid to DMP for goods not provided, or when goods do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods.

*County of Orange, Assessor Department  
Upgrade of Geo-Spatial Tools (GST) Capability and Functionality  
MA-002-15010027*

*Related RFP# 002-614758*

#### **D. Invoicing Instructions**

DMP will provide an invoice on DMP's letterhead. Each invoice will have a unique number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from (a), above
- C. Name of County agency/department
- D. Delivery/service address
- E. Contract number
- F. Service Date
- G. Description of Services
- H. Total Invoice Amount
- I. Taxpayer ID number
- J. County Master Agreement MA-002-15010027 and Delivery Order Numbers as provided by the Assessor Dept

Contractor shall itemize their invoices to show what is taxable and what is non-taxable for both use tax and sales tax.

Invoices and support documentation, including progress report, are to be forwarded to:

OC Assessor Department  
Management Services/Procurement & Contract Services  
Attn: Accounts Payable  
625 N. Ross St., Bldg. 11, Room 251  
Santa Ana, CA 92701-5564

The prices stated shall include all cost associated with the service specified. All labor hours are to be reported by name and classification utilizing the labor rates reflected above.

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## **ATTACHMENT C – SOFTWARE, SERVICES AND DATA LICENSE AGREEMENT**

### **A. Definitions**

1. Software means the computer software and software-as-a-service (SaaS) developed and owned or licensed from others by DMP and that DMP is licensing to Licensee (County) to provide aerial photography, parcel maps, and other web services for use by the Assessor Department.
2. Property and Properties mean parcels of land and improvements on and to the land base.
3. Licensed Territory means the County of Orange, California
4. Installation Date means the date on which the Software and web enabled solution is successfully configured and provision across the Internet and the Licensee's LAN.

### **B. License Terms**

1. Licensee desires a license to use DMP's software, aerial photography and web services.
2. DMP grants to Licensee a non-transferable, non-exclusive right and license to use the software, aerial photography and web services for Properties located within the licensed territory.
3. The license of Paragraph B.1 and B.2 above commence on the Installation Date and will remain in force for the period outlined herein.

### **C. Ownership Rights**

1. This Agreement is a license to the Software and provides access to an imagery landbase. DMP retains title to and ownership of the Software. Any improvements, modifications, or enhancements to the Software conceived or developed by Licensee is allowed under this Agreement, and becomes the property of Licensee. Upon mutual Agreement of Licensee and DMP, these improvements and enhancements may also become the property of Licensor's core program(s). Under no circumstances will Licensee attempt to market or sell the Licensee's modified program, or any improvements, modifications or enhancements of the software to any other party.
2. Licensee's rights in the Software under this Agreement may not be assigned, sublicensed, or otherwise transferred (whether voluntarily, by operation of law, or otherwise). All data entered into the Software by Licensee relating to Properties processed by the Software, and all results obtained from processing such data by the Software, are the property of Licensee.

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**D. Use of the Software and Confidential Information**

1. The Software may be used only for, by, or on behalf of Licensee, and only within the confines of the Licensed Territory.
2. Licensee must take all steps reasonably necessary to insure that no part of the software code is made available by Licensee to anyone. Licensee's obligations under this paragraph shall survive and continue after any discontinuance of use of the Software by the Licensee. Any violation of Licensee's obligations under this paragraph is a material breach of this Agreement.
3. It is Licensee's responsibility to maintain regular and frequent backup copies of all data and programs used in conjunction with the Software for a sufficient time to restore any possible data or program loss by Licensee.
4. All information related to the Software or any other non-public, technical or business information of DMP which is disclosed to Licensee ("Confidential Information") shall be treated as highly confidential information, which Licensee shall use at least the same degree of care to maintain the secrecy of as it uses in maintaining the secrecy of its own proprietary, confidential and trade secret information, and Licensee shall not disclose such information to any third party or use such information for any purpose except as expressly authorized in this Agreement. Licensee shall only disclose such information to those of its employees who need such information to exercise Licensee's rights and perform its obligations hereunder, and who have executed confidentiality agreements with Licensee. Information shall be deemed not to be Confidential Information in the event Licensee becomes legally compelled by deposition, subpoena, or other court or governmental action or on the basis of any public records statute or freedom of information statute or any other legal grounds to disclose any of the confidential information covered by this Agreement. Should this occur, Licensee shall provide, if such is not legally prohibited, DMP with prompt written notice of such legal compulsion.

**E. Software Inspection**

1. DMP has the right to physically inspect the Software at its discretion to determine proper use of the software during the first year of installation. DMP shall give Licensee reasonable prior notice of desire to conduct such an inspection and shall do so only during regular business hours of Licensee, unless before the inspection the parties agree otherwise on the timing.

**F. Maintenance and Support**

1. DMP will provide maintenance for the fees outlined in Attachment B. Maintenance is defined as customary user support and maintenance of the Software, such as inquiries regarding installation and feature usage, general education and instruction about use of the Software, maintenance releases of the Software to fix program defects and/or accommodate operating system changes within the Microsoft Windows family.
2. From time to time, DMP may develop enhancement and upgrades to the Software, which will be made available to Licensee with no additional costs.
3. Licensee will appoint a project manager who shall coordinate all activities for licensee with Contractor during installation and testing.

## G. General

Licensee must pay all valid taxes or fees of any kind with respect to the license or use of the Software. All such taxes or fees required to be collected by DMP shall be added to the payments due from Licensee to DMP under this Agreement.

## H. Products, Services and Data from Third-Party Vendors

The Licensee acknowledges that DMP maintains product, services, data and software license agreements with Eagle Aerial Solutions (Eagle) and Pictometry International Corp. (Pictometry) to deliver certain products, services data and software to the County under this Agreement. The County acknowledges and agrees to the following related terms and conditions as they related to these third party licensing agreements:

### H.1 Products and Services from Eagle Aerial Solutions

The Licensee agrees that it will use the Licensed Imagery for internal operations by employees of Licensee only and any County contractors who are doing work on behalf of the County and only with respect to such work. The Licensee understands that emergency responders (such as the County Sheriff) may not use the Licensed Imagery for dispatch or in-vehicle use. The Licensee also will not assign, transfer, share, sublicense, sell, lend or otherwise use, any aspect of the Licensed Imagery or any products derived from the Licensed Imagery, such as prints, digital files or the like ("Derivative Products"), except as permitted under DMP's License Agreement with Eagle.

#### H.1.1 Copyright

The Licensee's use of DMP's license does not transfer any right, title, or interest in Eagle, the Licensed Imagery or the Derivative Products, except as specifically set forth in DMP's License Agreement with Eagle. The Licensee agrees that the Licensed Imagery is protected by the United States copyright laws and international treaty provisions. The Licensed Imagery is provided with **RESTRICTED RIGHTS**. Use, duplication or disclosure by the U.S. Government is subjected to restricted rights applicable to commercial computer software (under DFARS 52.227-7013).

#### H.1.2 LIMITED WARRANTY - DIGITAL AERIAL PHOTOGRAPHY

The Licensee understands that Eagle makes no warranty as to the precise accuracy of the digital aerial photography or any other data provided or sold. It is the Licensee's responsibility to determine if the accuracy level of the digital aerial photography will meet their specific needs.

EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO WARRANTIES WITH RESPECT TO THE LICENSED IMAGERY, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EAGLE, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR

CREATE ANY NEW WARRANTIES.

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## H.2 – Products, Services and Data from Pictometry International Corp.

### USE OF PICTOMETRY ONLINE SERVICES AND LICENSED CONTENT

#### H.2.1 GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- The Licensee is granted a nonexclusive, nontransferable, limited right to access and use the Pictometry online services provided to it pursuant to Agreement MA-002-15010027) by and between the Licensee and DMP (this "Contract") to which this Attachment C is attached and incorporated (the "Online Services"), the Pictometry-created images made available to the Licensee through the Online Services pursuant to this Contract, including all associated metadata and data layers included in, provided with, or derived from those images (the "Online Content") and the Pictometry-created images delivered to the Licensee via hard-drive or other portable digital media pursuant to this Contract, including all associated metadata and data layers included in, provided with, or derived from those images (the "Delivered Content" and, collectively with the Online Content, the "Licensed Content") solely for the Licensee's internal business purposes and not for resale or redistribution. The Licensee may, subject to the restrictions set forth below, copy Licensed Content onto the Licensee's computer systems to facilitate integration of the Licensed Content into the operation of the GST application being provided to the Licensee by DMP pursuant to this Contract and may prepare hardcopies and digital copies in pdf or jpeg format of the Licensed Content through the Online Services or the GST application for inclusion in and distribution as part of work product records, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than the Licensee.
- The Licensee may not make the Online Services available to any other party.
- The Licensee may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- The Licensee may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of

Pictometry.

- The Licensee may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- The Licensee may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- The Licensee may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- The Licensee may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- Except as permitted with respect to GovClarity™, the Licensee may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither the Licensee nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

#### H.2.2 ACCESS TO SERVICES

- Except as expressly provided otherwise elsewhere in this Contract, only the Licensee, its employees, and temporary or contract employees dedicated to performing work exclusively for the Licensee (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to this Contract. With respect to direct access to the Online Services by Eligible Users but not access through capabilities integrated into GovClarity™ pursuant to this Contract, each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. The Licensee agrees that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. The Licensee will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or the Licensee otherwise wishes to terminate the Eligible User's access to the Online Services. The Licensee is responsible for all use of the Online Services accessed with Pictometry Credentials issued to its Eligible Users, including associated charges, whether by Eligible Users or others. The Licensee will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to its Eligible Users and will promptly deactivate

any Pictometry Credentials the Licensee suspects are lost, stolen, compromised, or misused.

- The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- The Licensee is aware and understands that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. The Licensee hereby releases all claims against Pictometry with respect to such access.

### H.2.3 DISCLAIMERS

The following disclaimers apply to the Online Services and the Licensed Content:

- The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- Contour information obtained from the Online Services or contained in the Licensed Content is generated from under-sampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- Reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for the intended purpose.
- Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.

### H.2.4 DISCLAIMER OF WARRANTIES

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MA-002-15010027*

*Related RFP# 002-614758*

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THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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## **ATTACHMENT D - Orange County Assessor/Seamless Map Interface Data and Information Management**

The Orange County Assessor Department has developed an analysis and information interface for its property characteristic information on an intelligent photo imagery platform.

This interface continues to yield a broad range of user capabilities to do "what if" and "let me see it" reviews and evaluations of information and data available within the Assessor database. The system provides an access portal to information available from other local agencies or jurisdictions to be provided as a part of this standard platform.

DMP represents that the system will provide the following:

1. Aerial photographs of Orange County providing color imagery of 3" or 4" nominal GSD for the general developed areas of the County of Orange subject to exclusions elsewhere in this Contract.
2. Aerial photograph of County with assessor parcel map overlay. This will be provided using 3" per pixel color imagery as a baseline.
3. Maps scaled for on-screen viewing and printing.
  - a. The product will include a zoom feature while maintaining aspect ratios.
  - b. The product will provide printing to a desktop printer at a specified scale.
4. Interface with all modules of Assessor ATS II.
  - a. DMP will provide an interface for ATS II to incorporate a map view request into the system.
  - b. Contractor will provide a link from the property map page to display specified data within the GST Application in standalone mode.
5. Have the ability to search for comparable properties using the system and have results displayed on the GST screen/picture with assessor parcels mapped showing comps as highlighted assessor parcels.
  - a. DMP will continue to provide a program that will display related areas on the map from a list of Assessor Parcel Numbers (APN's).
  - b. DMP will customize an interface to the GST Application to provide the required data links (APN's) to the system.
6. Have the ability to select an assessor parcel by APN, property address or latitude/longitude from the aerial photographs on an ad-hoc basis and view and use its attributes from a pop-up display or within a spreadsheet concept.
7. Have the ability to draw a polygon on the County map/photograph combination to establish a set of assessor parcels (APNs) with options to do research using defined attributes. (Assessor will specify limits for Assessor review and approval.)
  - a. DMP will continue to provide a function to generate a list of APN's defined within a drawn polygon.

8. Have the ability to print photographs/maps with comparable sales information or ad-hoc groupings defined by polygon or single assessor parcel.
  - a. GTS Application will generate and display specified reports based on selected parcels.
9. DMP will provide access to subscriptions to other layers of information as they become available including, but not limited to, Contaminated Sites, Zoning, Districts and Topography. The Assessor to provide licensing for such layers.
10. The Assessor reserves the right to substitute map related databases that become available with the exception of web services provisioned with the web-enabled GST solution. Databases do not include Microsoft Bing, Pictometry Connect, and Hosted Imagery Solutions provisioned for the GST upgrade. The hybrid solution proposed herein is customized to operate with these specific web services.
11. The system will operate across a hybrid architecture of the Internet and the Assessor Department's LAN under Windows Active Directory.
12. The system will operate on desktop computers Active Directory Environment operating with Microsoft Windows XP or up.

## ATTACHMENT E - DIGITAL MAP PRODUCTS

DMP will upgrade of the Orange County Assessor Department's current GST solution from DMP's CityGIS™ solution to DMP's GovClarity™.

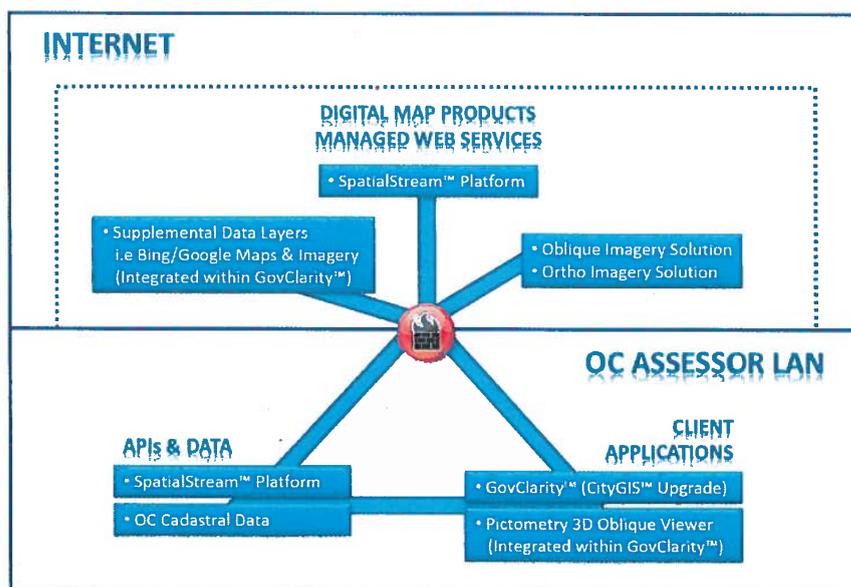
GovClarity™ is a mapping and integration platform designed to improve government efficiency and constituent service.

DMP represents that GovClarity™ fully meets the GST requirements and enables the Orange County Assessor Department to have extended capabilities from within the GovClarity™ and SpatialStream™ platform to incorporate hosted base maps, imagery from multiple sources, and 3D interactive viewing and tools that combine oblique imagery and data with measurement and analytical tools.

DMP will combine DMP's Software-as-a-Service (SaaS) with the Orange County Assessor Department Intranet and 3<sup>rd</sup> party hosted web services as illustrated in Figure 1 below.

DMP ensures that all current GST usage and capabilities will remain uninterrupted throughout the transition from the existing GST to the proposed GST. DMP supports the upgraded GST through installation, data migration, on-site configuration and changes of technology and updates in the various software packages that comprise ATS II.

Figure 1: Upgraded GST Architecture (Web Based GST Solution)



Scope A  
 Develop, test and deploy upgraded GST Application  
**GovClarity™**

All GovClarity™ software updates and technology additions will be automatically installed and available to the Assessor Department as part of the Service provided.

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### **3D Interactive Viewer & Tools**

Combine Imagery & Data with Measurement & Analytical Tools

As part of its Services, DMP will include a Pictometry provisioned 3D interactive viewer which combines the high resolution oblique imagery with the Orange County Assessor Department data to create a system that is accessible from a single click within the GST application.

### **Server Application Security Considerations**

DMP will utilize the latest technologies to keep its customers' data and applications secure.

DMP will utilize Secure Sockets Layer encryption to secure the County's login and authentication modules. DMP's SSL certificates are Norton™ Secured, powered by VeriSign. DMP will also utilize several highly-available ASA firewalls and enterprise-grade layer-3 switches from Cisco, and application delivery controllers from F5.

On the datacenter front, DMP has multiple, geographically disparate locations, each of which are fully staffed and monitored at all times. DMP agrees that such locations must maintain their SAS-70 Type II-certification during the duration of this Agreement.

### **Scope B**

Provide maintenance and support services for GST Application

In addition to the annual maintenance agreements, DMP agrees to support the GST upgrade with data updates, tools (API), and continued API support as necessary. Updates, patches and new releases will be deployed via the SaaS model.

### **Scope C**

*Provide aerial photography images to be incorporated into the GST application data layer*

### **Aerial Photography**

DMP will provide orthogonal and oblique imagery covering predominantly the whole of Orange County minus areas of the Cleveland National Forest. Eagle Aerial Solutions orthogonal imagery will be provided at 3-inch nominal GSD (Ground Sample Distance). Pictometry oblique imagery and corresponding Pictometry orthogonal imagery will be provided at 4-inch nominal GSD. DMP will provide access to both the new and historic imagery from within the GST.

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**A. Staffing – Technical Expertise**

**Digital Map Products –Staffing**

*James Skurzynski | Chief Executive Officer | President*

*Geoffrey Wade | Chief Technology Officer*

*Lindsay McGreevy | Corporate Development Program Manager*

*Joanne Chang | Director of Internal Processes Automation & Leads Systems Designer*

*Annie Schwab | Vice President of Customer Success & Marketing*

**Eagle Aerial Solutions – DMP’s Subcontractor’s Staffing**

*Paul Clark / Vice President of Eagle Aerial Solutions*

*Wayne Tate / President of Eagle Aerial Solutions*

**Pictometry – DMP’s Subcontractor’s Staffing**

*Chad Rhinewald / Project Manager*

*Brian Garcia / District Sales Manager*

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## B. Cost and Pricing

### Scope A

The matrix below outlines DMP's hybrid architecture to upgrade the Orange County Assessor Department's current GST solution from DMP's CityGIS™ solution to DMP's GovClarity™.

<i>DMP Proposed Solution</i>	<i>Details</i>	<i>One-Time Fees</i>	<i>Annual Fees</i>
<i>GovClarity™ &amp; SpatialStream™</i>	Platform and API Subscription		\$50,000.00
<i>Package &amp; Install SpatialStream™ Onsite</i>	Up to 2 Times per Year		\$20,000.00
<i>Custom Development</i>	Customization of GovClarity™ for On-site Configuration including Orange County Assessor Department Property Data	\$30,000.00	
	Update Oblique Integration	\$25,000.00	
	Custom Parcel Delivery and Linking to Orange County Assessor Department Property Data	\$20,000.00	
	Provide "Plug-in" equivalent for AST II (Browser control plug-in for Windows Forms)	\$40,000.00	
<b><i>Year One Costs</i></b>		<b><i>\$115,000.00</i></b>	<b><i>\$70,000.00</i></b>
<b><i>Years 2 - 5 Annual Costs</i></b>			<b><i>\$70,000.00</i></b>

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**Scope B**

The above pricing matrix includes the cost of maintenance and support for Scope B.

**Scope C**

**Orthogonal Photography – as provided by Eagle Aerial to DMP**

<b>Subcontractor Orthogonal Imagery (Eagle Aerial Solutions)</b>	<b>Details</b>	<b>One-Time Fees</b>	<b>Annual Fees</b>
<b>3-inch GSD Seamless Mosaic</b>	The orthogonal coverage proposed is a total of 830 square miles: 740 square miles at 3-inch GSD and 90 square miles at 6-inch GSD.  This includes a 3-inch GSD seamless mosaic of those areas of Orange County which are not part of the Cleveland National Forest plus a 500 foot buffer (740 square miles). This also includes a 6-inch GSD seamless mosaic of the most mountainous areas of the county mostly within the		\$65,000.00
<b>Hosted Ortho Imagery Solution (Online Subscription)</b>	Eagle Aerial Solutions to host new imagery (requires internet connection)		Included in pricing
<b>Year One Costs</b>			<b>\$65,000.00</b>
<b>Years 2 - 5 Annual Costs</b>			<b>\$65,000.00</b>

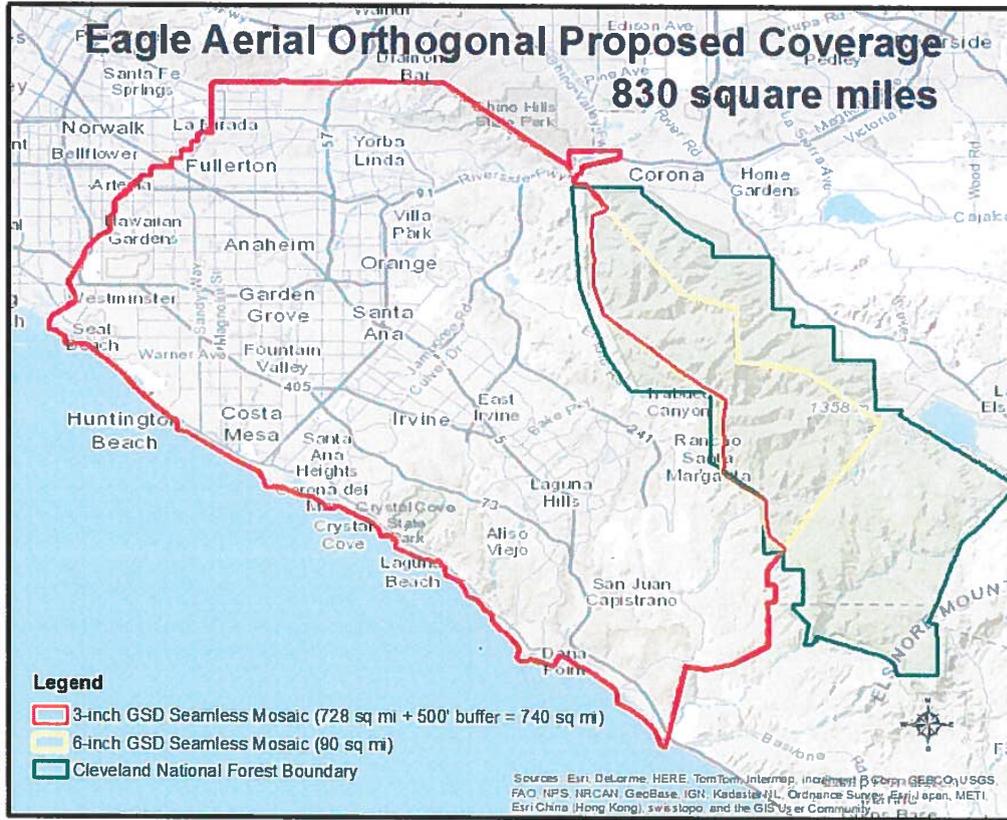
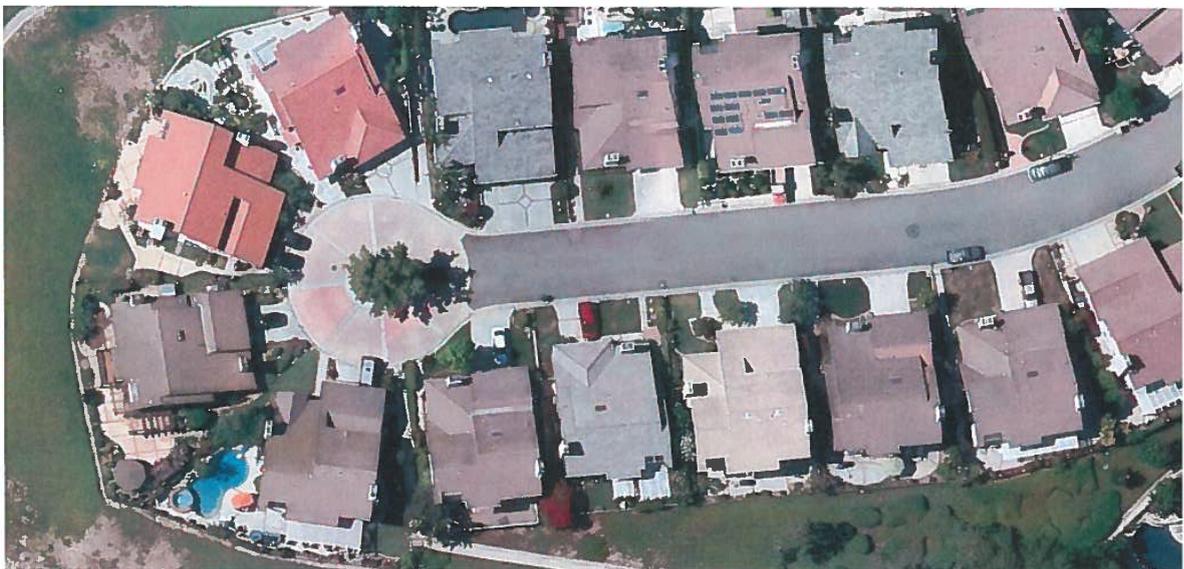


Figure 2: Orthogonal Proposed Coverage Map

Figure 3: Orthogonal Imagery Examples



Figure 4: Residential Ortho Examples



Oblique Photography – as provided by Pictometry to DMP

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<b>Subcontractor Oblique Imagery (Pictometry)</b>	<b>Details</b>	<b>One-Time Fees</b>	<b>Annual Fees</b>
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in): Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic.	592 square miles –  Cost per sector = \$400.00		\$236,800.00*
	Optional contiguous area/coverage up to 5%  Cost per sector = \$400.00		\$11,840.00*
<i>Custom Development**</i>	Integrated Pictometry Analytics (IPA) API integration to 3 <sup>rd</sup> party application (GovClarity™) Pictometry Connect™ Account required (listed below)	\$1,990.00	
<i>3D Interactive Viewer &amp; Tools (Integrated into 3<sup>rd</sup> party application (GovClarity™))</i>	Oblique Viewer with Measurement & Analysis Tools;  Esri ArcGIS plug-in for Desktop included.		Included in pricing
<i>Hosted Imagery Solution (Pictometry Connect™ Account)**</i>	Pictometry to host imagery & Oblique Viewer (requires internet connection)		\$3,000.00

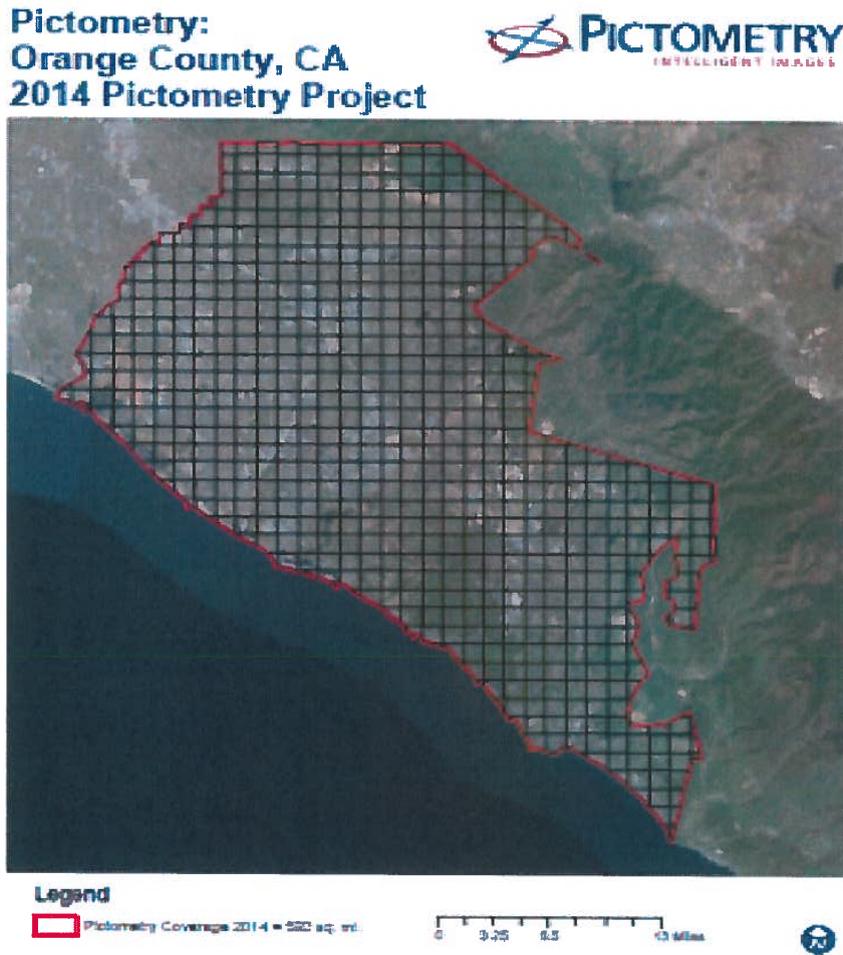
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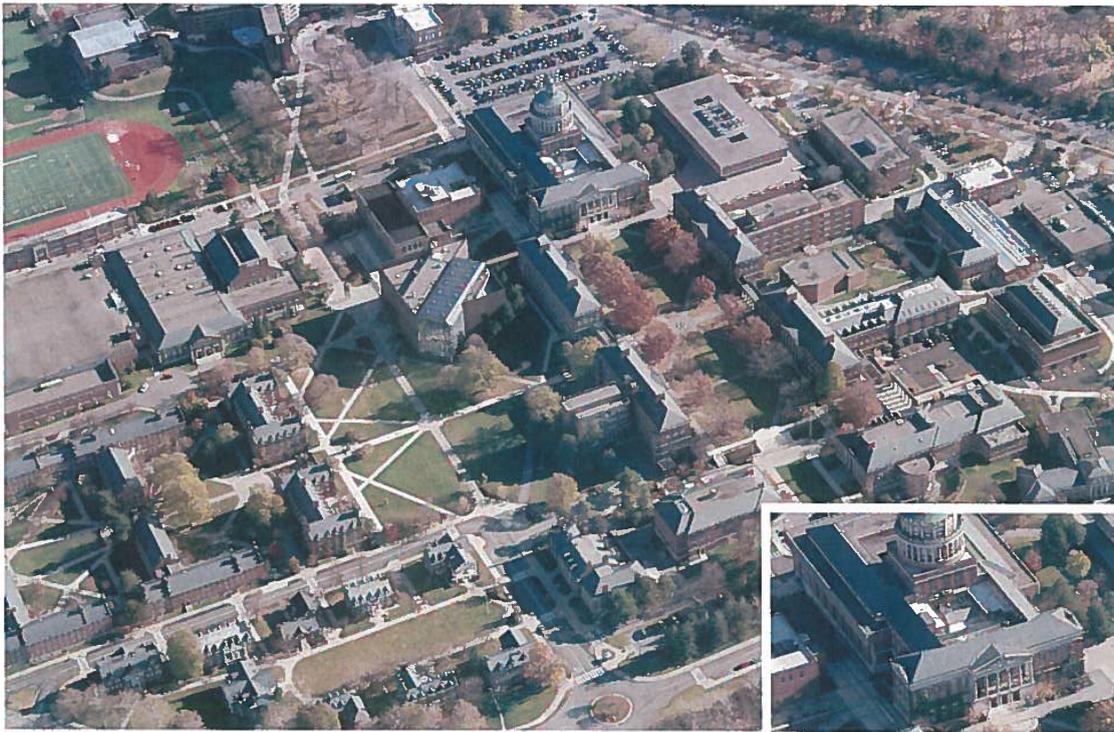
<b>Subcontractor Oblique Imagery (Pictometry)</b>	<b>Details</b>	<b>One-Time Fees</b>	<b>Annual Fees</b>
<b>Year One Costs</b>		<b>\$1,990.00 (Due upon activation)</b>	<b>\$236,800.00*</b> <b>(Can be paid over two years)</b>  <b>Does not include the optional 5% area</b>  <b>\$ 3000.00 (Due upon activation)</b>
<b>Years 2 – 5 Annual Costs</b>		<b>\$0</b>	<b>\$3,000.00 (Due on anniversary date) + cost for future aerial projects</b>

\* Imagery license is available to be shared among the various County departments and agencies without paying additional fees or compensation to DMP. The Assessor may grant permission for use of the Imagery license to such departments and agencies. "Use" means the duplication or shared access and reuse of the non-web format imagery for County business purposes and operations.

Figure 5: Pictometry Oblique Imagery Coverage Map



**Figure 6: Oblique Imagery Example**



**Figure 7: Full Mosaic Example – May contain seam lines or artifacts where images come together**



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**Section 1.01 Digital Map Products – Professional Services Fee Schedule**

- Project/Principal Manager \$175/Hour
- Product Specialist \$150/Hour
- Senior Software Engineer/Architect \$250/Hour
- Software Engineer \$150/Hour
- Instructor \$150/Hour
- GIS Technician \$ 85/Hour

C. DMP represents that GovClarity™ will provide the following features:

<b>Bing Maps Platform</b>
<b>Multi-Operating System Compatibility</b>
<b>Multiple Browser Compatibility</b>
<b>Property Locate</b>
<b>Buffer Search</b>
<b>Results Lists</b>
<b>Layer Display</b>
<b>Export to Excel</b>
<b>Address Labels</b>
<b>Print</b>
<b>Legend</b>
<b>Markups</b>
<b>Layer Identify</b>
<b>Measure Area</b>
<b>Zoning Editor</b>
<b>Create New Layers</b>
<b>Add single point custom addresses</b>
<b>Bundled Data</b>
<b>Notes</b>
<b>Attach Documents</b>
<b>Limit search extent</b>
<b>Mail Merge</b>
<b>Extensible</b>
<b>Integration Platform</b>
<b>Local Government specific workflow based</b>
<b>Open API</b>
<b>Data synchronization</b>
<b>Mobile Enabled</b>
<b>Customizable by dept</b>
<b>Customizable by user</b>
<b>Address auto-complete</b>
<b>Customizable Searches</b>
<b>Publish to CommunityView™</b>
<b>Create single topic maps</b>
<b>Edit layer</b>

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<b>Edit Layer Style</b>
<b>Add layer records</b>
<b>Set Layer Properties</b>
<b>Zoning Analysis</b>
<b>Inspections App</b>
<b>Work order creation</b>
<b>Issue reporting app</b>
<b>Create custom search forms</b>
<b>Edit result list fields</b>
<b>Style search results</b>
<b>Add range point custom addresses</b>
<b>Add incremented custom addresses</b>
<b>Edit data within system</b>
<b>Setback Tool</b>
<b>Permit Checks</b>
<b>Reporting capabilities</b>
<b>View in time</b>

<b>Mapping Platform</b>	Microsoft Bing Maps Engine + DMP's SpatialStream
<b>Operating System</b>	Windows, Mac, iOS
<b>Browser(s)</b>	Internet Explorer, Chrome, Firefox
<b>Plug-In(s)</b>	None
<b>Map Navigation</b>	Microsoft Bing Maps controls (default mouse cursor pan, mouse scroll wheel, double click, shift click)
<b>Property Locate</b>	Locate searches to one parcel (could be many properties in one parcel – Condo Complex) and utilizes Auto-Complete (See Below)
<b>Search / Filter</b>	Dynamic filter that automatically regenerates as user pans or adjusts the parameters, user can create their own filters for standard layers or for user created layers. The Property filter allows you to search for all properties owned by "Smith" or all "Vacant" properties.
<b>Buffer Search</b>	Located in the "Commands" menu as part of the Parcel, a drawn graphic (markup) on the map (Line, polygon or circle)
<b>Results List</b>	Explicitly added by user based on results in users map view, includes many fields that meet Local Government Needs and can be edited per user per session.

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<b>Results List (cont.)</b>	Results List displays all Parcels but links in all the Properties when completing Address Labels or Export for Mail Merge
<b>Layer Display</b>	Displays all features or features meeting a user-set criteria (when in visible scale range)
<b>Export to Excel</b>	Uses an account default that can be edited by the user, up to 2000 records
<b>Address Labels</b>	Owner Address AND Site Address
<b>Print</b>	<p>Part of core application, 2 line title above the map plus 1 line title below the map, user selected subject layer to show in the legend, expanded results list (up to 5 lines with 3 columns)</p> <p>Print is run as a report and completes as a Notification in the Upper right hand corner of the map. Clicking the icon creates the PDF for printings, saving, emailing</p>
<b>Legend</b>	Completely customizable, users can add & remove layers, group layers and save legends for different scenarios
<b>Markups</b>	Polygon, Line, Symbol, Circle. Save markups as collections to a new unique layer
<b>Layer Identify</b>	Users can control the Identify for any layer
<b>Measure Area</b>	Acreage & Square Footage (for geometries smaller than 1.5 acres). Highly improved measurement tool for linear features
<b>Zoning Editor</b>	Supports multiple zones per parcel
<b>Publish to CommunityView™</b>	User publishes layers directly to CommunityView™

	<b>Feature Description</b>	<b>Use Case Example</b>
<b>Search to Municipal Boundary</b>	A new "checkbox" within the search of filter window allows the user to limit any search results to the Municipal Boundary	A user is interested in all Vacant properties inside the city to generate a notification list for Weed Abatement
<b>Property Locate Auto Complete</b>	When a user enters 3 or more characters matching addresses within the municipality and a buffered region around the municipality display below the locate bar.	Instead of entering a full address, users can enter a few characters and quickly select from the list. Saves time and helps in situations where the complete address is not known.
<b>Create New Layers</b>	Through the enhanced "Drawing Tools" users can draw new layers or place points as well as add layer attributes within the application.	A new park is added to the municipality. Instead of taking the layer into a traditional GIS environment, the user can add the park and add the attributes directly in the application. Similarly, the Admin user could create a new layer such as Water District Boundaries.
<b>Edit Agency Layers</b>	Any Agency data (layer loaded by the Municipality) is editable within the application rather than removing layer(s) from the application and editing them in a traditional GIS environment.	An existing park adds a tennis court, instead of making this simple edit in a traditional GIS environment, the user can edit this directly inside GovClarity™.
<b>Results List</b>	The user can interact with the results list, sort the data, edit the viewable fields, have multiple tabbed results, as well as a full screen view.	Provide the user the ability to make decisions and work with data within the application instead of exporting to Excel.
<b>Style Search/Filter Results</b>	The user is able to style search or filter results to aid in data visualization through the "Quick Pick" tool	The user wants to prioritize, by distance, off-street bike trails for repair. The user creates a filter on the bike trails layer for only "off-street" trails and then styles the length of each trail by color or line thickness.
<b>Address Labels to Mail Merge</b>	Use the Mail Merge Function to insert specific fields from the address label into a defined letter.	In addition to Address Labels, municipalities often include a form letter which could be created through the GovClarity™ Mail Merge

## ATTACHMENT F – SERVICE LEVEL ADDENDUM

This Service Level Addendum (Addendum) provides terms and conditions that apply to, and only to, the specific Web Application. Any capitalized terms not defined in this Addendum shall have the same meaning in the Agreement. These terms do not apply to any other products or services, even if related.

### 1. Web Application Availability and General Addendum Terms

**99% Uptime Commitment.** DMP will use reasonable commercial efforts to provide the Covered Service as operating and available 99% of the time in any calendar month (as defined in Monthly Uptime Percentage, below). In the event the County experiences issues due to the unavailability of the Covered Service, the County will be eligible to receive Service Credits.

**Customer Service Credit Request.** In order to receive Service Credits, the County must notify DMP within fifteen (15) calendar days from the time the County believes it is eligible to receive a Service Credit. Failure to comply with this requirement will forfeit the County's right to receive a Service Credit.

**Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by DMP to the County for any and all issues that occur in a single calendar month will not exceed fifteen days of Service added to the end of the County's term for the Covered Service. Service Credits may not be exchanged for, or converted to, monetary compensation.

**Addendum Exclusions.** This Addendum does not apply to any issues that resulted from: (i) factors outside of DMP's reasonable control; (ii) any actions or inactions by the County or any County third parties; or (iii) the County's equipment and/or third party equipment (not within DMP's control). This Addendum states the County's sole and exclusive remedy for any failure by DPM to meet the obligations under this Addendum.

### 2. Customer Support and Issue Resolution

**Support Commitment.** During the term of this Agreement, the County may find issues involving access to the Web Application and/or its features and/or its data. Such issues will be reported and classified as described in this Addendum and shall be responded to and resolved as shown in the Incident Table further below.

**Contacts and Process.** The County will designate up to 3 persons on its staff who will be authorized to report official issues to DMP, and the County will provide DMP with their names, phone numbers, and email addresses and notify DMP in writing of any changes. DMP's support team will perform priority verification, analysis, and resolution of reported issues.

- a. The County will notify DMP of Level 1 and Level 2 issues via email and include their account name and Severity Level in the email subject line.
- b. The main point of contact will always be the DMP Customer Success Team at: Support@digmap.com.

**Scope of Support.** The scope of support is described below and in the Incident Definition and Response and Support Exceptions sections.

- a. **Telephone and Email Support.** If the County has questions about the Web Application or believes there are issues impacting the performance or functionality of the Web Application, the County designated support contact will notify DMP during DMP Support Hours. DMP will respond to the County's support requests according to the severity of the issue as defined in the Incident Table further below.
- b. **Support Hours.** Office hours are Monday thru Friday 8:00 AM – 5:00 PM Pacific Time, excluding holidays.

**Incident Definition and Response.** DMP will classify and respond to reported incidents as described below:

- a. **Severity Level 1** incidents are those which prevent Users from accessing the Web Application or from fulfilling key workflows within the Web Application, and for which no reasonable workaround exists.
- b. **Severity Level 2** incidents are those which have a significant adverse effect on a User's time or ability to complete required workflows, including but not limited to performance issues, difficult workarounds, or non-critical functionality bugs.
- c. **Severity Level 3** incidents are those which do not fall into Severity Level 1 or Severity Level 2 and do not significantly impact the use of the Web Application (including, but not limited to, requests for supplemental information).
- d. **Response.** DMP initial response will include acknowledgment of the issue, confirmation of Severity and a preliminary root cause diagnosis.
- e. **Incident Table.** DMP will use commercially reasonable efforts to handle Incidents as described below.

Severity (urgency)	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b>Support hours</b>	office hours	office hours	office hours
<b>Initial response time</b>	3 business hours	1 business day	3 business days
<b>Update interval</b>	Daily	weekly	on request
<b>Target resolution time</b>	1 business day	3 weeks	reasonable effort

- f. **Exclusive Remedy.** If DMP fails to resolve a Level 1 issue within the target resolution time, County will receive 1 day of Service Credit for every business day the issue remains unresolved. If DMP fails to resolve a Level 2 issue within the target resolution time, or within an extended time period that is mutually agreed upon due to the complexity of the issue, the County will receive 1 day of Service Credit for every week the issue remains unresolved.

**Support Exceptions.** Some scenarios fall outside the scope of this Addendum, as described below:

- a. With respect to issues of Severity Levels 1 and 2, the County acknowledges that in some instances an issue may be outside of DMP's control. In these instances, DMP will use best efforts to work with the originator of the error to make the necessary correction and provide the County with a proposal containing a target resolution timeframe which shall be subject to mutual agreement between the County and DMP.
  - b. DMP will not be responsible for failure to correct a problem to the extent that DMP is unable to replicate the problem or that the problem is caused by (a) a malfunction of computer hardware or software other than the Web Application, (b) an unauthorized modification, operation or use of the software by the County, (c) use of the Web Application that is not in accordance with the Documentation or (d) any factors outside of DMP reasonable control.
3. **Definitions.** The following definitions apply to this Addendum:
- **"Downtime"** means more than a five percent User Error Rate for the domain associated with the Covered Service, measured server-side. Downtime excludes Scheduled Downtime for the purposes of this Addendum.
  - **"Downtime Period"** means a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.
  - **"Monthly Uptime Percentage"** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.
  - **"Scheduled Downtime"** means those times where DMP notifies the County of periods of Downtime at least twenty-four hours prior to the commencement of such Downtime. Scheduled Downtime is not considered Downtime for purposes of this Addendum, and will not be counted towards any Downtime Periods. Scheduled Downtime must be performed between 8pm and 5am Pacific Time.
  - **"Service Credit"** means extra days of Service added to the end of the County's term for the Covered Service, at no charge to the County, as the exclusive remedy under this Addendum. For Downtime Periods, this shall be three days if the Monthly Uptime Percentage for any calendar month is above 98%; or (b) seven days if the Monthly Uptime Percentage for any calendar month is above 95%; or (c) fifteen days if the Monthly Uptime Percentage for any calendar month is less than 95%.
  - **"User Error Rate"** means the number of valid requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of valid requests during that period. Repeated identical requests do not count towards the User Error Rate unless at least 60 seconds elapsed between the requests.

**EXHIBIT 1**

**CHILD SUPPORT ENFORCEMENT REQUIREMENTS**  
**County of Orange 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: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
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 ten (10) percent or more in the contracting entity:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

(Additional sheets may be used if necessary)

County of Orange, Assessor Department  
Upgrade of Geo-Spatial Tools (GST) Capability and Functionality  
MA-002-15010027

Related RFP# 002-614758

- C. A certification that DMP has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that DMP has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

*"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 Contract MA-002-15010027 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 ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.*

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Authorized Signature	Print Name	Title
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**EXHIBIT 2**

**EDD-INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

Effective January 1, 2001, California State Senate Bill 542 requires businesses and government entities to report specified information about independent Contractors to the Employment Development Department.

An Independent Contractor is defined as an individual who is not an employee of the Business or government entity for California purposes and who receives compensation or executes a Contract for services performed for that business or government entity either in or outside of California.

To comply with the reporting requirements of SB 542, County procedures for contracting with Independent Contractors have changed and now mandate that the following information be completed and forwarded to the requesting agency/department immediately upon request.

- First name, middle initial, and last name
- Social security number
- Address
- Start and expiration dates of Contract
- Amount of Contract

**EDD Reporting Form**

First Name _____	Middle Initial. _____	Last Name _____
SSN _____		
Contract No. _____		
Start Date _____ Expiration Date _____		
Dollar value of Contract : _____		



**Amendment No. 2 to Agreement No. MA-002-15010027  
with  
Digital Map Products, Inc. for  
Software Licensing and Database Subscription  
and GIS Support Services**

This Amendment to Agreement No. 2 to MA-002-15010027 (hereinafter referred to as "Contract") is entered into by the County of Orange, a political subdivision of the State of California, with a place of business as 625 N. Ross St., Bldg. 11, Santa Ana, CA 92701 (referred to as "County") and Digital Map Products, Inc., a Delaware Corporation, having its principal place of business at 18831 Von Karmen, Suite 200, Irvine, CA 92612 (referred to as "Digital Map Products, Inc.", "DMP", or "Contractor").

**WHEREAS**, the Parties entered into Contract No. MA-002-15010027 for Software Licensing and Database Subscription and GIS Support Services for an initial twelve-month term beginning October 1, 2014 through September 30, 2015, renewable for four additional consecutive one-year periods (collectively as "Original Agreement"); and

**WHEREAS**, the Parties issued Amendment No. 1 to renew Contract MA-002-15010027 for an additional one-year term beginning October 1, 2015 through September 30, 2016; and

**WHEREAS**, the County desires to renew the Contract for one (1) additional year effective October 1, 2016 through and including September 30, 2017, for an amount not to exceed \$138,000.00.

**NOW THEREFORE**, the Parties mutually agree:

1. Renew Contract for one (1) additional year commencing on 10/1/2016 through and including 09/30/2017.
2. Total compensation shall not exceed \$138,000.00.
3. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.



### Contract Signature Page

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**County of Orange, a political subdivision of the State of California**  
**Rob Richardson, Purchasing Agent**

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

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

Kari Tune

Title: Deputy Purchasing Agent

**Digital Map Products Inc., a Delaware Corporation**

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Chairman of the Board, President or Vice-President

**Digital Map Products Inc., a Delaware Corporation**

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer

**Approved As To Form**

Office of the County Counsel  
County of Orange, California

By:   
Angelica C. Daftary, Senior Deputy

Date: 9/19/16

**Approved As To Content**

Assessor Department

By:   
Claude Parrish, Assessor

Date: 9-19-16

\*If the Contracting party is a corporation, **(2) two signatures are required:** one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer.

**Amendment No. 1 to Agreement No. MA-002-15010027 with Digital Map Products for Software Licensing and Database Subscription, and GIS Support Services**

This Amendment to Agreement No. 1 to MA-002-15010027 is entered into by the County of Orange, a political subdivision of the State of California, with a place of business as 625 N. Ross St., Bldg. 11, Santa Ana, CA 92701 (referred to as "County") and Digital Map Products, Inc., a Delaware Corporation, having its principal place of business at 18831 Von Karmen, Suite 200, Irvine, CA 92612 (referred to as "Digital Map Products", "DMP", or "Contractor").

WHEREAS, the Parties entered into Agreement No. MA-002-15010027 for Software Licensing and Database Subscription, and GIS Support Services for an initial twelve-month term beginning October 1, 2014 through September 30, 2015, renewable for four additional consecutive one-year periods (collectively as "Original Agreement"); and

WHEREAS, the Parties now desire to extend the term of the Original Agreement MA-002-15010027 for an additional one-year term beginning October 1, 2015 through September 30, 2016 as MA-002-15010027 (hereafter "Second Term").

WHEREAS, the County desires to provide Digital Map Products compensation for the Second Term of the Agreement, MA-002-15010027, for an amount not to exceed \$138,000, effective October 1, 2014 through September 30, 2015 for Software Licensing and Database Subscription, and GIS Support Services.

NOW THEREFORE, the Parties mutually agree:

1. Second Term of Original Agreement: Digital Map Products agrees to extend the term of the Original Agreement for an additional one-year term beginning October 1, 2015 through September 30, 2016.
2. Compensation. The Parties agree to accept the following compensation as full remuneration for providing Software Licensing and Database Subscription, and GIS Support Services as required under the Original Agreement and this Amendment.

Compensation for the Second Term of the Original Agreement shall not exceed one hundred thirty eight thousand dollars (\$138,000.00).

3. All terms and conditions of the original contract MA-002-15010027 and subsequent amendments between County and Contractor, shall remain in full effect and force.

Delivery Order (DO) Number TBD.

Digital Map Products (DMP)  
Amendment No. 1 to Agreement No. MA-002-15010027

MA-002-15010027

Effective: October 1, 2015- September 30, 2016

### Signature Page

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

County of Orange, a political subdivision of the State of California  
Rob Richardson, Purchasing Agent

Date: 11/9/15

By: 

Yvonne Herrell

Title: Deputy Purchasing Agent

Digital Map Products, a Delaware Corporation

Date: 9 NOV 2015

By: 

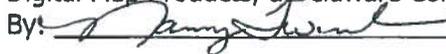
Name: JAMES SKURZYNSKI

Title: CEO

Chairman of the Board, President or Vice-President

Digital Map Products, a Delaware Corporation

Date: 9 Nov 2015

By: 

Name: Nancy Twinehan

Title: Director of Finance

Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer

**Approved As To Form**  
Office of the County Counsel  
County of Orange, California

**Approved As To Content**  
Assessor Department

By:   
Angelica C. Daftary, Senior Deputy

By:   
Claude Parrish, Assessor

Date: 8/5/15

Date: 11-9-15

\*If the Contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer.

## Contract Summary Form

### Digital Map Products, Inc.

#### Subcontractors

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

Subcontractor Name	Service(s)	Amount
Eagle Aerial Solutions	Provide flyover services and images for county requested area	\$325,000
Pictometry	Provide software product that allows the Assessor Dept to utilize imagery.	\$473,600
Pictometry	Optional/Additional 4" Oblique Imagery	\$ 23,680

#### Contract Operating Expenses

Below is the updated Contract Operating Expenses based on deferring the County flyover initially schedule for FY 2016-17 to FY 2017-18.

	Development	Annual	Eagle Aerial Solutions	Pictometry	Optional/Additional 4" Oblique Imagery	Total (Annually)
<b>1<sup>st</sup> Year</b>	\$116,900	\$73,000	\$65,000	\$236,800	\$11,840	\$503,540
<b>2<sup>nd</sup> Year</b>	--	\$73,000	\$65,000	--	--	\$138,000
<b>3<sup>rd</sup> Year</b>	--	\$73,000	\$65,000	--	--	\$138,000
<b>4<sup>th</sup> Year</b>	--	\$73,000	\$65,000	\$236,800	\$11,840	\$386,640
<b>5<sup>th</sup> Year</b>	--	\$73,000	\$65,000	--	--	\$138,000
					<b>5-Year Total</b>	<b>\$1,304,180</b>

The actual scope of services will be determined by the Assessor Department based on the need and funding available for 2<sup>nd</sup> through 5<sup>th</sup> year, and will be subject to approval by the Orange County Board of Supervisors as provided for in Section 3 of this Agreement.

**Geo-Spatial System Tools Upgrade  
Cost Summary Matrix Update - Digital Map Products**

Product/Task Description	Provider Fees			
	DMP		Eagle Aerial Solutions	Pictometry
	Development	Annual	All Fees Annual	
<b>GST Solution Development and Implementation</b>				
Software Subscription ( <u>GovClarity™</u> & <u>SpatialStream™</u> )		\$ 50,000		
Package and Installation ( <u>SpatialStream™</u> )		\$ 20,000		
Customize <u>GovClarity™</u>	\$ 30,000			
Update Oblique Integration	\$ 25,000			
Custom Parcel Delivery	\$ 20,000			
ATS II Plug In	\$ 40,000			
3" Digital Ortho Imagery (740 Square Miles (SQMI) plus 90 SQMI at 6")			\$ 65,000	
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in): Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 4-inch GSD <u>ortho</u> mosaic sector tiles and one area-wide 4-inch GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. (592 SQMI)				\$ 236,800
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in): Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 4-inch GSD <u>ortho</u> mosaic sector tiles and one area-wide 4-inch GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. (Optional contiguous area/coverage up to 5%)				\$ 11,840
Integrated <u>Pictometry Analytics</u> (IPA) API integration to 3rd party application ( <u>GovClarity™</u> )	\$ 1,990			
Hosted Oblique Imagery Solution ( <u>Pictometry Connect™</u> - CA - 100 Account)		\$ 3,000		
Hosted Interactive Oblique Viewer & Tools (Integrated within <u>GovClarity™</u> )	Included in price			
<b>Sub-Totals</b>	<b>Development</b>	<b>Annual</b>	<b>Ortho</b>	<b>Oblique</b>
Web Based GST Solution	\$ 115,000	\$ 70,000		
New 3" Ortho Imagery (6" for unpopulated areas)			\$ 65,000	
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) per description above				\$ 236,800
PICTOMETRY OBLIQUE IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) per description above. (Optional contiguous area/coverage up to 5%)				\$ 11,840
Hosted Oblique Imagery & Oblique Viewer Solution	\$ 1,990	\$ 3,000		

<i>Proposed Sub-Totals</i>	\$ 116,990	\$ 73,000	\$ 65,000	\$236,800
<b>Total Project First Year</b>	<b>\$ 491,790</b>			<b>\$ 11,840</b>
<b>Staff Rates</b>	<b>Per Hour</b>		<b>Services Fees</b>	
Project/Principal Manager	\$ 175		Add Data Layer	\$ 600 Each
Product Specialist	\$ 150		Theme Active Layer	\$1,550 Each
Senior Software Engineer/Architect	\$ 250		Training Credits	\$100 Each
Software Engineer	\$ 150		Travel	Cost +15%
Instructor	\$ 150		Travel Time	Half Rate
GIS Technician	\$ 85			



County Executive Office

544D

Memorandum

September 23, 2016

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

2016 SEP 23 09:11:47  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

The County Executive Office is requesting a supplemental for the September 27, 2016, Board Hearing Meeting.

Agency: OC Community Resources  
Subject: Agreements with City Net and Midnight Mission for Civic Center Homeless Services  
Districts: 1

**Reason for supplemental:** This supplemental agenda item is requested for the September 27, 2016, Board of Supervisors meeting to satisfy the directive received at the September 6, 2016, special Board meeting to use the Santa Ana Transit Terminal as a transitional homeless shelter and to have the shelter up and running within 30 days. The Agenda Staff Report and attachments were not finalized until after the filing deadline to the Clerk of the Board.

Concur:   
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors  
County Executive Office  
County Counsel



### SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

**MEETING DATE:** 9/27/16

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

**BOARD OF SUPERVISORS DISTRICT(S):** 1

**SUBMITTING AGENCY/DEPARTMENT:** OC Community Resources

**DEPARTMENT HEAD REVIEW:**   
Department Head Signature

**DEPARTMENT CONTACT PERSON(S):** Julia Bidwell (714) 480-2991  
Susan Price (714) 834-6030

**SUBJECT:** Agreements with City Net and The Midnight Mission for Civic Center Homeless Services

<b>CEO CONCUR</b>  CEO Signature	<b>COUNTY COUNSEL REVIEW</b> <i>Approved as to Form</i> Action <i>Carolyn J. Frost</i> County Counsel Signature	<b>CLERK OF THE BOARD</b> Discussion  3 Votes Board Majority
---	---	---

**Budgeted:** Yes                      **Current Year Cost:** \$1,162,500                      **Annual Cost:**  
FY 2017-18 \$500,000  
FY 2018-19 \$37,500

**Staffing Impact:** No                      **# of Positions:**                      **Sole Source:** Yes

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

**Funding Source:** GF: 100%                      **County Audit in last 3 years** No

**Prior Board Action:** 09/06/2016 #1

**RECOMMENDED ACTION(S)**

1. Find that the subject activity is categorically exempt from the California Environmental Quality Act (CEQA), Classes 1 & 3, (Existing Facilities)(New Construction or Conversion of Small Structures) pursuant to CEQA Guidelines, Section 15301 & 15303.
2. Approve and authorize the OC Community Resources Director or designee to execute an Agreement with Kingdom Causes, Inc. dba City Net in an amount up to \$150,000 per year for a total not to exceed \$300,000 for the two-year consecutive term commencing October 1, 2016, through September 30, 2018, with an option for two, one year renewals and execute such additional, non-substantive documents and immaterial contract modifications as necessary or appropriate for implementation of services provided by Kingdom Causes, Inc. dba City Net in the Santa Ana Civic Center.
3. Approve and authorize the OC Community Resources Director or designee to execute an Operator Agreement with The Midnight Mission in an amount not to exceed \$1,400,000 for the period of October

1, 2016, through September 30, 2017, with a one year renewal option and execute such additional, non-substantive documents and immaterial contract modifications as necessary or appropriate for implementation of shelter services provided by The Midnight Mission at 400 W. Santa Ana Blvd, Santa Ana, CA.

4. Approve and authorize Chief Real Estate Officer or designee to execute the rent-free License Agreement with The Midnight Mission for use of space at 400 W. Santa Ana Blvd, Santa Ana, CA by The Midnight Mission in connection with operation of shelter basic services for the period of October 1, 2016, through September 30, 2017, with an option to extend for one additional one-year period.

5. Authorize the OC Community Resources Director or designee to exercise cost contingency increases not to exceed 10% of the individual contract amounts, amend service levels, make line item budget transfers and corresponding changes within the existing Scope of Services and execute said amendments to extend the term of Contract, pursuant to County Contract Policy Manual Sections 3.3-111 through 3.3-113.

**SUMMARY:**

Authorization to execute agreements with Kingdom Causes, Inc. dba City Net and The Midnight Mission for homeless shelter and coordination services and use of County property will support the efforts of the County in addressing homeless needs at the Santa Ana Civic Center.

**BACKGROUND INFORMATION:**

In August 2016, the County conducted a survey and identified 461 homeless individuals residing in or around the Santa Ana Civic Center. There are multiple homeless service providers, faith based community groups and civic organizations that are providing services, meals, etc. often duplicating efforts and working independently.

On September 6, 2016, the Board of Supervisors directed County staff to use the Santa Ana Transit Terminal (SATT) as a transitional homeless shelter and service site, providing access to showers, restrooms, food and programs/services and directed staff to have the transitional services and sheltering site running within 30 days.

In order to address the Board's directive for transitional shelter at the former SATT and to address the coordination of services among faith community service providers and civic organizations at the Santa Ana Civic Center, OC Community Resources and the County Executive Office (CEO) is recommending two Sole Source Agreements with The Midnight Mission and Kingdom Causes, Inc. dba City Net.

City Net and The Midnight Mission are being recommended as sole source agreements based on the unique expertise they bring with coordinating nonprofit/faith community service providers and civic organizations and providing shelter services in a courtyard setting with high acuity homeless populations, respectively. Copies of the Sole Source/Proprietary Request Forms are attached to this Agenda Staff Report. The Midnight Mission has been providing shelter services to the homeless for over 100 years and currently runs a courtyard program similar to the services being requested by the County at the new transitional center renamed The Courtyard. City Net currently has contracts with the cities of Anaheim, Buena Park, La Habra, Santa Ana and Stanton doing similar work and has unique experience in coordinating and mobilizing nonprofit/faith community service providers to contribute broader solutions to create a pathway out of homelessness.

Given the extensive experience County staff from the Health Care Agency, Social Service Agency, OC Community Resources and other County departments have with the homeless community in the Santa Ana Civic Center, City Net and The Midnight Mission will work in conjunction with County staff in operating The Courtyard. OC Community Resources and CEO will continue to monitor the operations of The Courtyard to determine whether there will be a need to return to the Board at a later date to request additional County staff to assist with The Courtyard.

#### **The Midnight Mission - Shelter Services**

OC Community Resources and CEO are recommending up to \$1,400,000 for a one-year agreement beginning October 1, 2016, through September 30, 2017, with authorization for a one year renewal.

The Agreement with The Midnight Mission will be to oversee and operate shelter basic services and shelter operations out of The Courtyard. The Courtyard will provide low barrier shelter and a service center for those experiencing homelessness, in particular for those currently dwelling around the Civic Center. Services such as health, legal, case management and outreach will be provided in coordination with existing County services and will provide a pathway out of homelessness. The Courtyard will include a daytime drop in center including service linkages in addition to providing showers, restrooms, meals, storage and day beds. It is anticipated that nighttime shelter will include 230-300 beds for homeless men and women, including pets. There will be an inclusion of a number of "step up" beds for chronically homeless households prioritized for permanent supportive housing. Security will be on-site 24 hours, 7 days a week. The operation of the shelter will be within the current structure of the former SATT.

OC Community Resources and CEO are also recommending the approval of a License Agreement with The Midnight Mission to allow it to operate shelter basic services and shelter operations out of The Courtyard. The License is for one year, with the option to extend the term for one additional one-year period. The License also allows the term to extend, or terminate, concurrent with any renewal, extension or earlier termination of the underlying Operator Agreement. Both parties have the right to terminate the License upon 30 days prior written notice.

#### **City Net - Community Resource Mobilization and Coordination Services**

OC Community Resources and CEO are recommending up to \$150,000 per year for a two-year agreement beginning October 1, 2016, through September 30, 2018, for a total of \$300,000 with authorization to renew for two additional one year terms.

The objective of the Agreement with City Net will be to oversee and direct all community resource mobilization to enhance The Courtyard project and discourage duplicative service provision at the Civic Center. City Net will also participate with collaborative partners in The Courtyard to locate long term housing solutions for homeless neighbors. City Net activities will include coordination and direction of outside donations such as volunteers, meals, emergency supplies, etc. to The Courtyard. City Net will also provide for ongoing volunteer recruitment, training and support; creating asset maps and schedules of services to coordinate nonprofit/faith community service providers and monitor duplication of effort; participate in collaborative case management with The Courtyard clients and create housing plans and case manage toward street exits including integrating efforts with the existing Continuum of Care Coordinated Entry System.

The sole source contract with City Net contains an initial two-year contract term which varies from the County Contract Policy Manual Section 4.4-107 requiring annual Board approval of sole source contracts. The contract includes an option for two one-year renewals and at the Boards' direction, OC Community Resources will return to the Board for approval of each subsequent renewal, the third and fourth years of

the contract. Also, at the Board's direction, OC Community Resources will return to the Board for approval of the annual renewal of the contract with The Midnight Mission.

If there are any subcontractors, they will be subject to County approval per the provisions that will be stated in the agreements.

**Compliance with CEQA:** The proposed project is Categorical Exempt (Classes 1 & 3) from the provisions of CEQA pursuant to Sections 15301 & 15303, because it involves leasing, minor repair and reconstruction of existing County facility from one use to another where only minor modifications are made in the exterior of the structure.

**FINANCIAL IMPACT:**

Appropriations for these Agreements are included in the FY 2016-17 Adopted Budget and will be included in the budgeting process for future fiscal years. Expenses will be reimbursed by Budget Control 036, Capital Projects, from the County General Fund. The agreements contain language allowing OC Community Resources to terminate the agreements or reduce the level of services without penalty with cause or without cause in the event that funding is reduced and/or not available to continue funding the agreements.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A - Sole Source Proprietary Request Form- Kingdom Causes, Inc. dba City Net

Attachment B - Sole Source Proprietary Request Form- The Midnight Mission

Attachment C - Agreement 16-23-0035PS with Kingdom Causes, Inc. dba City Net

Attachment D - Agreement 16-23-0036PS with The Midnight Mission

Attachment E - License Agreement with The Midnight Mission

Attachment F - Conveyance Questionnaire

Attachment G - License Summary



## Sole Source/ Proprietary Request Form

### COUNTY POLICY ON SOLE SOURCE CONTRACTS:

*It is the policy of the County of Orange to solicit competitive bids and proposals for its procurement requirements. Sole source procurement shall not be used unless there is clear and convincing evidence that only one source exists to fulfill the County's requirements. All sole source purchases requiring Board of Supervisors approval shall be justified as meeting the sole source standard in the Agenda Staff Report. The Agenda Staff Report shall clearly state that it is a sole source procurement. The Sole Source Justification, as described below, shall be attached within the Agenda Staff Report (CPM, Section 4.4)*

### SECTION I – INSTRUCTION FOR COMPLETING THIS FORM:

- Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.
- A written justification will be prepared by the department and approved by the department head or designee.
- Prior to execution of a contract, the County Purchasing Agent or designee shall approve ALL sole source requests for commodities that exceed \$250,000 and services exceeding \$50,000 or a two (2) year consecutive term, regardless of the contract amount.
- If vendor is a retired, former Orange County employee, CEO Budget shall approve the sole source request, **regardless of the sole source amount.**
- Board approval is required for all sole source contracts for commodities that exceed \$250,000 and services exceeding \$50,000 or a two (2) year consecutive term, regardless of the contract amount.
- The Deputy Purchasing Agent (DPA) shall retain a copy of the justification as part of the contract file.
- Valid sole source request contain strong technological and/or programmatic justifications.
- Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.
- Sole source requests for Human Service contracts will be guided by the regulations of the funding source.
- Each question in Section III of this form must be answered in detail and signed by the department head with concurrence of the Deputy Purchasing Agent.

### SECTION II – DEPARTMENT INFORMATION

Department: <b>OC Community Resources</b>		Date: <b>September 23, 2016</b>			
Vendor Name: <b>Kingdom Causes Inc., dba City Net</b>		Sole Source BidSync Number: <b>012-SS16230035-PS</b>			
Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", review and Approval is required from CEO Budget prior to contract execution.					
Amount: <b>\$300,000</b>	Contract Term (Dates): <b>10/1/16 – 9/30/18</b>	Is Agreement Grant Funded? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Funding Source: <b>NCC</b>	Percent Funded: <b>100%</b>	Proprietary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Request: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Amendment <input type="checkbox"/> Increase <input type="checkbox"/> Retired Former Employee					
Board Date: <b>9/27/16</b>	ASR Number: <b>16-001107</b>	If not scheduled to go to the Board explain why? <b>N/A</b>			
Does Contract include Non-Standard Language? If yes, explain in detail. <b>No</b>					
Was Contract Approved by Risk Mgmt? <b>Pending</b>			Was Contract Approved by CoCo? <b>Pending</b>		
Were any exceptions taken? If yes, explain in detail. <b>No</b>					

**SECTION III – SOLE SOURCE JUSTIFICATION**

- 1. Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.)*

This Human Services contract is being established with City Net for one two year term renewable for two one year terms.

- 2. Provide a detailed description of services/commodities to be provided by the vendor.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies). Attach additional sheet if necessary.*

City Net will oversee and direct all community resource mobilization to enhance The Courtyard (formerly Santa Ana Transit Terminal) project and discourage duplicative service provision at the Civic Center. City Net will also participate with collaborative partners in The Courtyard to locate long term housing solutions for homeless neighbors. The objective will be to oversee and direct all community resource mobilization to enhance The Courtyard project and discourage duplicative service provision at the Civic Center. City Net will also participate with collaborative partners in The Courtyard to locate long term housing solutions for homeless neighbors. CityNet activities will include coordination and direction of outside donations such as volunteers, meals, emergency supplies, etc. to The Courtyard. CityNet will also provide for ongoing volunteer recruitment, training and support; creating asset maps and schedules of services to coordinate nonprofit/faith community service providers and monitor duplication of effort; participate in collaborative case management with The Courtyard clients and create housing plans and case manage toward street exits including integrating efforts with the existing Continuum of Care Coordinated Entry System.

- 3. Please state why the recommended vendor is the only one capable of providing the required supplies and/or commodities. Include any back-up information or documentation which supports your recommendation.** *(Acceptable responses to this question will include strong programmatically/technological information that supports the claim that there is only one vendor that can provide the services and/or commodities). Attach additional sheet if necessary.*

This contract is part of the Board Directive of 9/6/16 to open The Courtyard to serve the homeless population in the Civic Center area. City Net is under fee for service contracts with: Anaheim, Buena Park, La Habra, Santa Ana and Stanton doing similar work. Several of these contracts include federal Emergency Solutions Grant funding. City Net is already involved in Civic Center activity and familiar with stakeholders in the community (civic center residents and service providers). Time is of the essence to meet the 30 Day Board Directive, therefore a solicitation is not practical.

- 4. Please list any other sources that have been contacted and explain in detail why they cannot fulfill the County's requirements.** *(Responses to this section should include information pertaining to any research that was conducted to establish that the vendor is a sole source. Responses should include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County). Answers to this section may be provided by the requestor and the Deputy Purchasing Agent as appropriate. Attach additional sheet if necessary.*

Attachment A

This is an urgent Board Directive to open The Courtyard with shelter and other services within 30 days of September 6, 2016. Given time frame, City Net was contacted given it is a local and known option for needed contracted services in the Civic Center. City Net has the experience and ability to implement the required services within the directed timeline.

- 5. **How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies, if available.** Attach additional sheet if necessary.

Due to the urgent situation of this directive there is not adequate time for a county competitive bidding process.

- 6. **If recommended vendor could not provide the product or service, how would the County accomplish this particular task?** Attach additional sheet if necessary.

It is in the County's best interest and welfare of the residents of the County of Orange to establish services for the growing homeless population in the Civic Center area. The recommended vendor provides unique expertise and relationships with providers which will enhance existing County outreach efforts in the Civic Center. In the immediate, the County would not be able to replicate this service and respond in a timely manner to the Board's directives to reduce homelessness in the Civic Center and coordinate services with the opening of The Courtyard facility. The County will continue to address homeless issues in the Civic Center.

- 7. **If vendor is a retired, former employee, has the vendor previously been rehired as a working retiree or a contractor within the last three years?**  Yes  No

If yes, provide the following information: a) If a working retiree, provide time periods worked, hours worked, and hourly amounts paid. b) If a contractor (regardless of scope of work), provide contract dates, scope of work, and total amounts paid under each contract. Attach additional sheets if necessary.

N/A

- 8. **If the vendor is a retired, former employee, provide explanation/support for hiring the retired, former employee as a vendor instead of a working retiree.** Attach additional sheet if necessary.

N/A

**SECTION IV – AUTHOR/REQUESTOR**

DocuSigned by: <i>Juanita Preciado</i> E6099BF6D74242A...	Print Name: Juanita Preciado	Date: 9/23/16
---	---------------------------------	------------------

**SECTION V – CEO BUDGET APPROVAL** (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name: N/A	Date: N/A
------------	--------------------	--------------

**SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE**

DocuSigned by: <i>Heather Condon</i> 42473A6AB9AB48B...	Print Name: Heather Condon	Date: 9/23/16
---	-------------------------------	------------------

**SECTION VII – DEPARTMENT HEAD APPROVAL**

Signed by:  5E2FB00600F43C...	Print Name: <b>Julia Bidwell</b>	Date: <b>9/23/16</b>
--	-------------------------------------	-------------------------

**SECTION VIII – COUNTY PROCUREMENT OFFICE**

County Procurement Office review and approval required when the value of the sole source agreement exceeds \$50,000. Approvals obtained electronically through BidSync.



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Release Bid Workflow

Name: Jan Eickholt  
 (for CPO SS Routing (Group))  
 Phone: 714-567-7348  
 Email: [jan.eickholt@ocgov.com](mailto:jan.eickholt@ocgov.com)  
 Status: Approved Sep 22, 2016 7:13:29 AM PDT

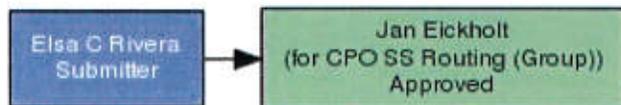
Bid Information

**Bid Number:**  
[012-SS16230035-PS](#)  
**Bid Title:**  
 City Net - SATT/The Courtyard

Status

**Status:**  
 Approved  
**Comments:**  
 Emergency And Best Interest Of The County

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**SECTION III – SOLE SOURCE JUSTIFICATION**

- 1. Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.)*

This Human Services contract is being established with The Midnight Mission for one year renewable for one year.

- 2. Provide a detailed description of services/commodities to be provided by the vendor.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies). Attach additional sheet if necessary.*

The Midnight Mission will provide low barrier shelter at The Courtyard located at 400 W. Santa Ana Boulevard in Santa Ana (formerly known as the Santa Ana Transit Terminal) and service center for those experiencing homelessness in particular for those currently dwelling around the Civic Center. During the day it will operate as a drop in center which will include service linkages in addition to providing showers & restrooms, meals, storage and day beds. The Nighttime Shelter will include overnight shelter for homeless men, women and pets, etc. including of a number of "step up" beds for chronically homeless households prioritized for Permanent Supportive Housing. The goal is to provide safety net services, including shelter and connections to service providers, and to be low-barrier and engagement rich to provide people experiencing homelessness a pathway to service connections, healthcare, housing and stability.

- 3. Please state why the recommended vendor is the only one capable of providing the required supplies and/or commodities. Include any back-up information or documentation which supports your recommendation.** *(Acceptable responses to this question will include strong programmatically/technological information that supports the claim that there is only one vendor that can provide the services and/or commodities). Attach additional sheet if necessary.*

This contract is part of the Board Directive on 9/6/16 to open the Santa Ana Transit Terminal (SATT)/The Courtyard with shelter and other services within 30 days. The Midnight Mission has the experience to get this type of facility up and running in the short timeframe given. The Midnight Mission has been providing shelter services to the homeless for over 100 years and currently runs a courtyard program similar to the services being requested by the County at the new Courtyard. Time is of the essence to meet the 30 Day Board Directive, therefore a solicitation is not practical.

- 4. Please list any other sources that have been contacted and explain in detail why they cannot fulfill the County's requirements.** *(Responses to this section should include information pertaining to any research that was conducted to establish that the vendor is a sole source. Responses should include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County). Answers to this section may be provided by the requestor and the Deputy Purchasing Agent as appropriate. Attach additional sheet if necessary.*

This is an urgent Board Directive to open the SATT/The Courtyard for shelter and other services within 30 days of September 6, 2016. The Midnight Mission was contacted given their experience in

running a similar facility and their ability to get this project running in 30 days. The timeline directive did not allow for a proper solicitation.

- 5. **How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies, if available.** Attach additional sheet if necessary.

Due to the urgent situation of this directive there is not adequate time for a county competitive bidding process.

- 6. **If recommended vendor could not provide the product or service, how would the County accomplish this particular task?** Attach additional sheet if necessary.

It is in the County's best interest and welfare of the residents of the County of Orange to establish services for the growing homeless population in the Civic Center area. The recommended vendor provides unique expertise which allows the County to quickly transform SATT/The Courtyard into shelter in the Civic Center. In the immediate, the County would not be able to replicate this service and respond in a timely manner to the Board's Directive. The County will continue to address homeless issues in the Civic Center.

- 7. **If vendor is a retired, former employee, has the vendor previously been rehired as a working retiree or a contractor within the last three years?**  Yes  No

If yes, provide the following information: a) If a working retiree, provide time periods worked, hours worked, and hourly amounts paid. b) If a contractor (regardless of scope of work), provide contract dates, scope of work, and total amounts paid under each contract. Attach additional sheets if necessary.

N/A

- 8. **If the vendor is a retired, former employee, provide explanation/support for hiring the retired, former employee as a vendor instead of a working retiree.** Attach additional sheet if necessary.

N/A

**SECTION IV – AUTHOR/REQUESTOR**

Signature: <i>Juanita Preciado</i> <small>E6039BF6D71242A...</small>	Print Name: Juanita Preciado	Date: 9-23-2016
--	---------------------------------	--------------------

**SECTION V – CEO BUDGET APPROVAL** (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name: N/A	Date: N/A
------------	--------------------	--------------

**SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE**

Signature: <i>Heather Condon</i> <small>42473A6AB9AB48D...</small>	Print Name: Heather Condon	Date: 9-23-2016
--	-------------------------------	--------------------

**SECTION VII – DEPARTMENT HEAD APPROVAL**

Signature: <i>Julia Bidwell</i> <small>5E2FBD06989F43C...</small>	Print Name: Julia Bidwell	Date: 9-23-2016
---	------------------------------	--------------------

**SECTION VIII – COUNTY PROCUREMENT OFFICE**

County Procurement Office review and approval required when the value of the sole source agreement exceeds \$50,000. Approvals obtained electronically through BidSync.



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Release Bid Workflow

Name: Jan Eickholt  
 (for CPO SS Routing (Group))  
 Phone: 714-567-7348  
 Email: [jan.eickholt@ocgov.com](mailto:jan.eickholt@ocgov.com)  
 Status: Approved Sep 22, 2016 7:51:43 AM PDT

Bid Information

**Bid Number:**

[012-SS16230036-PS](#)

**Bid Title:**

The Midnight Mission - SATT/The Courtyard

Status

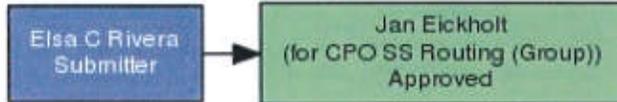
**Status:**

Approved

**Comments:**

Board Directive - Emergency Purchase And Best Interest Of The County

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**CONTRACT # 16-23-0035-PS**

**BETWEEN**

**COUNTY OF ORANGE**

**AND**

**KINGDOM CAUSES, INC. DBA CITY NET**

**FOR**

**COMMUNITY RESOURCE MOBILIZATION  
AND COORDINATION SERVICES**



**CONTRACT**

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- Attachment A – Scope of Services
- Attachment B – Compensation/Payment
- Attachment C – Cost Proposal Budget
- Attachment D – Staffing Plan

- Exhibit 1 – County of Orange Child Support Enforcement Certification
- Exhibit 2 – OC Community Resources Contract Reimbursement Policy
- Exhibit 3 – Drug-Free Workplace

This Agreement, #16-23-0035-PS hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California with a place of business at 1300 South Grand Avenue, Building "B," Santa Ana, CA 92705-4407; hereinafter referred to as "COUNTY," and Kingdom Causes, Inc. dba City Net, a non-profit corporation, in the State of California with a place of business at 346 Termino Ave., Long Beach, CA 90814; (hereinafter referred to as "**CONTRACTOR**") with COUNTY and CONTRACTOR sometimes referred to as "PARTY", or collectively as "PARTIES."

This Agreement, hereinafter referred to as CONTRACT, is entered into on October 1, 2016.

**RECITALS**

**WHEREAS**, COUNTY, has appropriated County General Funds to engage CONTRACTOR to provide Community Resource Mobilization and Coordination Services described herein to the residents of Orange County;

**WHEREAS**, OC Community Resources - Director or Designee, hereinafter referred to as "ADMINISTRATOR" shall administer this CONTRACT as necessary; and

**WHEREAS**, CONTRACTOR is responsible for the Mobilization and Coordination Services and will identify a CEO designated liaison to OC Community Resources; and

**WHEREAS**, the COUNTY has approved \$300,000.00 (Three Hundred Thousand Dollars and 00 cents) to pay CONTRACTOR as specifically described in Compensation/Payment, attached hereto as Attachment "B" and incorporated herein; and

**WHEREAS**, CONTRACTOR agrees to provide Mobilization and Coordination Services for the period of October 1, 2016 through September 30, 2018, with the option to renew for two one-year terms under the same terms, conditions, and scope of work hereinafter set forth;

**WHEREAS**, COUNTY Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into this CONTRACT to provide Mobilization and Coordination Services to Orange County residents with the CONTRACTOR; and

**NOW, THEREFORE**, the PARTIES mutually agree as follows:

## ARTICLES

### Terms and Conditions:

1. **Coordination/Administration of CONTRACT:** COUNTY's OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services project coordinator (hereinafter referred to as "COUNTY'S PROJECT MANAGER") shall assume responsibilities through coordinating the grant, and its Regulation for services provided by the COUNTY. The COUNTY's Contract Manager (hereinafter referred to as "CONTRACT MANAGER") shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
2. **Scope of Services:** This CONTRACT specifies the contractual terms and conditions by which the COUNTY will procure services from CONTRACTOR as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
3. **Contract Term:** This CONTRACT shall be effective from October 1, 2016 through September 30, 2018, unless otherwise terminated by the COUNTY. This CONTRACT may be renewed on the same terms, conditions, and scope of services for up to two (2) individual consecutive one-year period upon mutual written agreement by the COUNTY and CONTRACTOR, with County of Orange Board of Supervisors approval.
  - A. The COUNTY will reclaim any unused funds for reallocation to other COUNTY approved programs.
  - B. The COUNTY does not have to give a reason, should it decide not to renew.
  - C. Prior to, and at the effective date of the termination of this CONTRACT, CONTRACTOR shall cooperate with the COUNTY in transition of the operation of the support and services to the COUNTY or the COUNTY designated CONTRACTOR, in order to facilitate and effectuate an orderly and systematic transition of the CONTRACTOR's duties and activities as they pertain under this CONTRACT.
  - D. Upon termination of this CONTRACT, CONTRACTOR shall forthwith deliver to the COUNTY such CONTRACT's, documents, accounting records, and all other related records pertaining to services provided under this CONTRACT, as may be reasonably requested, and furnish all such information and take all actions as deemed necessary.
4. **Contingency of Funds:** CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by the State of California to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by approved by COUNTY'S Board of Supervisors for each fiscal year covered by this CONTRACT. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty to the COUNTY.
5. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated, reduce COUNTY'S maximum obligation, or modify the CONTRACT, without penalty to the COUNTY.

**6. Payment Requirements:**

- 6.1 **CONTRACT Amount:** It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment "B", Compensation/Payment to CONTRACTOR attached hereto and incorporated herein by reference.
- 6.2 **Payment of Project Activities:** COUNTY will reimburse CONTRACTOR for eligible project-related costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on or after October 1, 2016, and must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 2, attached hereto and incorporated herein by reference. In addition, CONTRACTOR will provide a monthly performance report by the 20<sup>th</sup> of the month for the preceding month of services, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause a breach of CONTRACT as defined in Paragraph 9, below.
- 6.3 CONTRACTOR will have forty-five (45) days following the expiration of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred during the CONTRACT period. After the forty- five (45) day period for submitting invoices has expired, COUNTY shall reallocate the remaining balance under this CONTRACT for other program purposes and CONTRACTOR shall be ineligible for any further reimbursement.

**7. Adjustment –Scope of Services:** No adjustments made to the Scope of Services will be authorized without prior written approval of the COUNTY assigned CONTRACT MANAGER. CONTRACTOR agrees that COUNTY may, at its sole discretion, amend this CONTRACT to conform to federal, State or local governmental guideline, policies, and available funding amounts.

If any amendment results in a change in the funding amount, CONTRACTOR Scope of Services, or schedule of activities to be undertaken as part of this CONTRACT, such modification will be incorporated only by written amendment executed by DIRECTOR and CONTRACTOR.

**8. Amendments – Changes/Extra Work:** The CONTRACTOR shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the CONTRACTOR's ability to deliver services, or the project schedule, the CONTRACTOR shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY PROJECT MANAGER, shall require the mutual consent of all PARTIES, and may prohibit the CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

**9. Breach of CONTRACT:** The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this

CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

- 9.1 Terminate the CONTRACT immediately, pursuant to Paragraph K herein;
  - 9.2 Afford the CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
  - 9.3 Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
  - 9.4 Seek a refund of monies paid to CONTRACTOR by an amount equal to one twelfth (1/12) of the annual payment for terminated services for each month remaining in the CONTRACT term, which shall be computed based upon the date of written termination.
- 10. Conditions Affecting Work:** The CONTRACTOR shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.
- 11. Conflict of Interest – CONTRACTOR's Personnel:** The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
- CONTRACTOR agrees to abide by any federal, State and/or local regulations with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT.
- 12. Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
- 13. Consulting CONTRACT – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services CONTRACT or a CONTRACT which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services CONTRACT. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal

recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

14. **CONTRACTOR Personnel:** The CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.
15. **CONTRACTOR's PROJECT MANAGER and Key Personnel:** CONTRACTOR shall appoint a PROJECT MANAGER to direct the CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. The contractor's PROJECT MANAGER and key personnel shall be assigned to this project for the duration of this contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the contractor's PROJECT MANAGER.
16. **CONTRACTOR's Records:** The CONTRACTOR shall keep an accurate record of time expended by CONTRACTOR in the performance of this CONTRACT. Such record shall be available for periodic inspection by the COUNTY at reasonable times. Such records will be retained for five (5) years after the expiration or termination of this CONTRACT.
17. **Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTOR in the performance of this CONTRACT 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 CONTRACTOR after completion or termination of this CONTRACT 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 CONTRACT.
18. **County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected CONTRACTOR agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
  - a. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and 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 ten (10) percent or more in the contracting entity; and
  - c. A certification that the CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and
  - d. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the CONTRACTOR to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another CONTRACTOR. In the event a CONTRACT has been issued, failure of the CONTRACTOR to comply with all Federal,

State, and Local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

19. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a CONTRACT for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations as set forth in Exhibit 1, attached hereto and incorporated herein by reference.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a CONTRACT for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a CONTRACT for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [www.edd.ca.gov/txicr.htm](http://www.edd.ca.gov/txicr.htm).

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

21. **Drug-Free Workplace:** The CONTRACTOR hereby certifies compliance with government Code Section 8355 in matters relating to proving a drug-free workplace as set forth in Exhibit 3, attached hereto and incorporated herein by reference.

22. **Disputes – CONTRACT:**

- A. The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the CONTRACTOR's PROJECT MANAGER and the COUNTY's PROJECT MANAGER, such matter shall be brought to the attention of the CONTRACT MANAGER Agent by way of the following process:

- i. The CONTRACTOR shall submit to the agency/department assigned COUNTY CONTRACT MANAGER a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.
  - ii. The CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the CONTRACT adjustment for which the CONTRACTOR believes the COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to diligently proceed with the provision of services under this CONTRACT. The CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the COUNTY Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the CONTRACTOR's demand, it shall be deemed a final decision adverse to the CONTRACTOR's contentions. Nothing in this section shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause as stated in Paragraph K herein.

- 23. Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
- 24. Termination—Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

CONTRACTOR may terminate this CONTRACT without penalty after ninety (90) days written notice, unless otherwise specified. Notice shall be deemed served on the date of mailing. Exercise by CONTRACTOR to terminate the CONTRACT shall relieve CONTRACTOR of all further obligations after the ninety (90) day written notice; but does not release CONTRACTOR of any provision of this CONTRACT which imposes any obligation described herein up to or after termination of this CONTRACT that shall survive the termination or expiration of this CONTRACT.

25. **News/Information Release:** The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's PROJECT MANAGER.
26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:  
 OC Community Resources  
 1300 South Grand Ave. Building B  
 Santa Ana, CA 92705-4407  
 Attn: Juanita Preciado

For CONTRACTOR:  
 Kingdom Causes, Inc., dba City Net  
 46 Termino Ave.  
 Long Beach, CA 90814  
 Attn: Brad Fieldhouse

27. **Project Manager, COUNTY:** The ADMINISTRATOR shall be the PROJECT MANAGER to act as liaison between the COUNTY and the CONTRACTOR during the term of this CONTRACT. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.
28. **Reports/Meetings:** The CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY's PROJECT MANAGER and the CONTRACTOR's PROJECT MANAGER will meet on reasonable notice to discuss the CONTRACTOR's performance and progress under this CONTRACT. If requested, the CONTRACTOR's PROJECT MANAGER and other project personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.
29. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press 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.

30. **Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as PROJECT MANAGER and key personnel attached hereto, prior to submission to the County. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving CONTRACTOR's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.
31. **Signature in Counterparts:** The PARTIES agree that separate copies of the CONTRACT may be signed by each of the PARTIES, and this CONTRACT will have the same force and effect as if the original had been signed by all PARTIES.

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**General Terms and Conditions:**

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. **Entire CONTRACT:** This CONTRACT, including Attachments A, B, C, D, and Exhibits 1, 2, and 3 which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental CONTRACTs by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed scope of services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** CONTRACTOR expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold COUNTY and its INDEMNITEES as identified in Paragraph "HH below, and as more fully described in Paragraph "HH, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Paragraph "HH" below, it shall indemnify, defend and hold COUNTY and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **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 CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-CONTRACTORS to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY.
- Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

- O. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-CONTRACTORS.

- P. **Insurance:**

**Insurance Provisions**

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

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

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

If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States**

or **ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Network Security and Privacy Liability	\$1,000,000 per claims made
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

#### **Required Coverage Forms**

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

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

#### **Required Endorsements**

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

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

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

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

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

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

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

If CONTRACTOR's Network Security and Privacy Liability is a "claims made" policy, CONTRACTOR shall agree to maintain Network Security and Privacy Liability coverage for two (2) years following completion of the CONTRACT.

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

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

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development, Management & Administration, award may be made to the next qualified CONTRACTOR.

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

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

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

- Q. **Bills and Liens:** CONTRACTOR shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach,

CONTRACTOR shall promptly procure its release and, in accordance with the requirements of Paragraph "HH" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

- R. **Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- S. **Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. **Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. **Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.
- V. **Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph "HH" above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. **Pricing:** The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. **Intentionally left blank.**
- Z. **Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT 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.

- BB. **Severability:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the parties and this CONTRACT.
- FF. **Authority:** The Parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees, consultants and sub-CONTRACTORS performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employee, consultants and sub-CONTRACTORS for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.
- HH. **Indemnification:** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to

personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

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

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

Should the CONTRACTOR cease to exist as a legal entity, the CONTRACTOR's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's Project Manager.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

**\*KINGDOM CAUSES, INC., dba CITY NET**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

\*For CONTRACTORS that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For CONTRACTORS that are not corporations, the person who has authority to bind the CONTRACTOR to a CONTRACT, must sign on one of the lines above.

\*\*\*\*\*

**COUNTY OF ORANGE**  
A Political Subdivision of the State of California

By: _____	Dated: _____
Steve Franks, Director OC Community Resources	

**APPROVED AS TO FORM  
COUNTY COUNSEL**

By: <u>Carolyn S. Frost</u>	Dated: <u>09/21/16</u>
DEPUTY COUNTY COUNSEL	



## ATTACHMENT A

### SCOPE OF SERVICES

#### 1. **Scope of Services**

- A. **Activities**  
 CONTRACTOR shall perform all services set forth in the program description and will be responsible for administering program funded with local funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds.
- B. **Program Description – Summary**  
 City Net will oversee and direct all community resource mobilization to enhance The Courtyard project and discourage duplicative service provision at the Civic Center. City Net will also participate with collaborative partners in The Courtyard to locate long term housing solutions for homeless neighbors.
- C. **Eligible Participants**  
 For the purposes of the Program (PROGRAM), a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, as further defined in 24 CFR Part 576.2, for reference only.
- D. **Use of Funds**  
 Funds will be used to provide support services and operations of the program.
- E. **Reporting**  
 CONTRACTOR is required to submit weekly, monthly and annual reports, as agreed upon with County staff in a form acceptable to OC Community Services. These reports shall include, but are not limited to, number served, housed, units of services etc. Details included in the report will be determined in coordination with COUNTY.

CONTRACTOR will enter the data in the Homeless Management Information System (HMIS) and adhere to all implementation guidelines developed under the County of Orange Continuum of Care system and per 211OC HMIS standards.

CONTRACTOR will also collaborate with COUNTY and 211-Orange County on Coordinated Entry system, HMIS and other Continuum of Care services/efforts.

#### 2. **Description of Program**

The COUNTY's program is for City Net to oversee and direct all community resource mobilization to enhance The Courtyard project and discourage duplicative service provision at the Civic Center. City Net will also participate with collaborative partners in The Courtyard to locate long term housing solutions for homeless neighbors.

### 3. Description of Services/CONTRACTOR Responsibilities

The PROGRAM will meet the COUNTY's need to oversee, direct and coordinate all community resource in the Civic Center Area.

#### B. Management/Administrative Tasks

CONTRACTOR will:

1. Take appropriate action for medical/mental health emergencies.
2. Develop and submit policies and procedures for PROGAM including but not limited to Volunteer Management Plan, Staff Responsibility Matrix and staff coordination.
3. To the extent possible, recruit agencies, Social Services programs and volunteers to assist with program services. Efforts shall be coordinated with the OC Community Services Program Manager.
4. Be "on-call" 24/7 to the COUNTY Program Manager and related staff for emergencies.
5. Provide Liability and other required insurances.
6. Purchase supplies and equipment as needed. It is the CONTRACTOR's responsibility to inventory the supplies.
7. Review all billings and assure payments of sub-CONTRACTORS, if applicable.
8. Track program costs.
9. Provide training as needed staff, community groups and volunteers, as needed and appropriate.
10. Complete report on activities, unduplicated individuals served and costs of operation, as requested by COUNTY.
11. Coordinate with OC Community Services, other County agencies and community-based organizations, as necessary and appropriate.

### 4. Program Design Deliverables and Tactics

#### A. Deliverables

1. Coordinate and direct outside donations to The Courtyard including volunteers, meals, emergency supplies, and cash/Gift In Kind
2. Mobilize at minimum \$4,000 in cash, volunteers and gift-in-kind resources per month and establish and maintain "Whatever it Takes" bridge housing fund
3. House 10 civic center homeless residents monthly and have an additional 50 civic center homeless engaged in active case management.
4. Provide weekly dashboard reports to internal stakeholders.

#### B. Tactics

1. Community Resource Mobilization
  - a. Ongoing volunteer recruitment, training and support
  - b. Map, enroll, certify and schedule Civic Center nonprofit/faith community service providers
  - c. Create asset maps and schedules of services
  - d. Monitor and discourage rogue providers and duplication of services
2. Participate in collaborative case management with Courtyard clients
  - a. Locate efforts within The Courtyard. Appointments and regular walk-in hours
  - b. Create housing plans and case manage towards street exits
  - c. System integration of all efforts within county Continuum of Care/coordinated entry/HMIS
3. CONTRACTOR acknowledges that they are required to collaborate with other homeless services agencies, including existing County agencies at The Courtyard.

The CONTRACTOR shall comply with all State of California and local regulations.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK



## ATTACHMENT B

### COMPENSATION / PAYMENT

#### 1. COMPENSATION:

This is a cost reimbursable CONTRACT between the COUNTY and the CONTRACTOR for up to \$150,000/annually as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

#### 2. PRICING STRUCTURE:

CONTRACTOR guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. CONTRACTOR agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

#### 3. PAYMENT TERMS:

An invoice for the cost reimbursable services shall be submitted to the address specified below upon the completion of the engagement and approval of the COUNTY Project Manager. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the COUNTY of Orange for any monies paid to the CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:  
OC Community Resources  
1770 North Broadway, 4<sup>th</sup> floor  
Santa Ana, CA 92706-2642  
Attention: Accounts Payable

**4. INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit B-OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. CONTRACTOR's name and address
2. CONTRACTOR's remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. CONTRACTOR's Federal I. D. number
10. Total

**5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit B – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



**ATTACHMENT C**  
**CONTRACTOR'S COST PROPOSAL  
 BUDGET**

**1. Budget Summary**

A. Anticipated Administration and Program Cost Budget

<b>Project Costs</b>	<b>Total</b>
<b>Project Activity:</b> Salaries and benefits	\$120,000/annually
<b>Project Activity:</b> Program materials and supplies	\$21,000/annually
<b>Project Activity:</b> Administrative costs	\$9,000 annually
Grand Total	\$150,000/annually



## ATTACHMENT D

### STAFFING PLAN

#### 1. Staffing Plan

**Project Title:** Community Resource Mobilization at The Courtyard

(Include name and classification).

	<b>Name/Staff</b>	<b>Classification/Title</b>
1	Dr. Brad Fieldhouse	Project Director
2	Matt Bates	Project Manager
3	Terri Larson	Community Resource Mobilizer
4	Glareh Zanganeh	Case Management Director
5	Onesa Anozie, MSW	MSW Intern Supervisor
6	Paulette Flores Holm	Collaborative Case Manager
7	Tyler Ahtonen	Collaborative Case Manager
8	Tahne Hannen	MSW Intern
9	Claudia Barboza	Case Management Intern
10	Roxanne Telles	HMIS Data Entry

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager.

The COUNTY may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to COUNTY approval.

**County of Orange 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: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

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 ten (10) percent or more in the contracting entity:

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

(Additional sheets may be used if necessary)

- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

*"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 Contract \_\_\_\_\_*

*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 ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.*

---

Authorized Signature

Print Name

Title



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

**Subject: OC Community Resources  
Contract Reimbursement Policy**

Effective: July 1, 2010  
Revised: January 26, 2016

---

**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**EFFECTIVE DATE:**

**July 1, 2010**

**REVISION DATE:**

**January 26, 2016**

**REFERENCES:**

Executed Board of Supervisors approved contract  
Budget included in contract or presented as an exhibit  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.

**Pre December 26, 2014**

OMB Circular A-21 Cost Principles for Educational Institutions  
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments  
OMB Circular A-122 Cost Principles for Non-Profit Organizations

**Post December 26, 2014**

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars and Code of Federal Regulations (CFR).

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement,

modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable OMB Circular or CFR. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

### **PROCEDURES:**

#### **Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
 

***"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
 

OC Community Resources Accounting  
1770 N. Broadway, 4<sup>th</sup> Floor  
Santa Ana, CA 92706

#### **Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

**ACTION:**

Distribute this policy to all appropriate staff

**INQUIRIES:**

Inquiries may be directed to the following:

- Susan Long: (714) 480-6532 or [Susan.Long@occr.ocgov.com](mailto:Susan.Long@occr.ocgov.com)
- Eric Takanishi: (714) 480-6531 or [Eric.Takanishi@occr.ocgov.com](mailto:Eric.Takanishi@occr.ocgov.com)

## DRUG FREE WORKPLACE CERTIFICATION

---

**Company/Organization Name:** Kingdom Causes, Inc., dba City Net

---

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
  - (a) Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

### CERTIFICATION

---

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.*

---

Official's Name

---

Date Executed

---

Executed in the County of

---

Contractor or Grantee Recipient Signature and Title

**CONTRACT**  
**BETWEEN**  
**COUNTY OF ORANGE**  
**AND**  
**THE MIDNIGHT MISSION**  
**FOR**  
**COURTYARD TRANSITIONAL CENTER SERVICES**



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**ATTACHMENTS / EXHIBITS**

Attachment A – Scope of Services  
Attachment B – Compensation/Payment  
Attachment C – Cost Proposal Budget  
Attachment D – Staffing Plan

Exhibit 1 – County of Orange Child Support Enforcement Certification  
Exhibit 2 – OC Community Resources Reimbursement Policy  
Exhibit 3 – Drug-Free Workplace

This Agreement Number 16-23-0036-PS, hereinafter referred to as “CONTRACT” is made between the County of Orange, a political subdivision of the State of California, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; (hereinafter referred to as “**COUNTY**”) and The Midnight Mission, a non-profit corporation, in the State of California, with a place of business at 601 South San Pedro Street, Los Angeles, CA 90014; (hereinafter referred to as “**CONTRACTOR**”) with COUNTY and CONTRACTOR sometimes referred to as “**PARTY**,” or collectively as “**PARTIES**.”

**RECITALS**

**WHEREAS**, COUNTY, has appropriated County General Funds to engage CONTRACTOR to provide Courtyard Transitional Center Services described herein to the residents of Orange County;

**WHEREAS**, OC Community Resources – Director or Designee, hereinafter referred to as “ADMINISTRATOR” shall administer this CONTRACT as necessary; and

**WHEREAS**, CONTRACTOR is responsible for the administration, implementation, and coordination of Courtyard Transitional Center Services and will identify a CEO designated liaison to OC Community Resources; and

**WHEREAS**, the COUNTY has approved \$1,400,000.00 (One Million Four Hundred Thousand Dollars and 00 cents) to pay CONTRACTOR as specifically described in Compensation/Payment, attached hereto as Attachment “B” and incorporated herein; and

**WHEREAS**, CONTRACTOR agrees to provide Courtyard Transitional Center Services for the period of October 1, 2016 through September 30, 2017, under the same terms, conditions and scope of work hereinafter set forth;

**WHEREAS**, COUNTY Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into this CONTRACT to provide information and referral services to Orange County residents with the CONTRACTOR; and

**NOW, THEREFORE**, the PARTIES mutually agree as follows:

## ARTICLES

### Terms and Conditions:

1. **Coordination/Administration of CONTRACT:** COUNTY's OC Community Resources Director or designee (hereinafter referred to as "**DIRECTOR**"), and OC Community Services project coordinator (hereinafter referred to as "**COUNTY'S PROJECT MANAGER**") shall assume responsibilities through coordinating the grant, and its Regulation for services provided by the COUNTY. The COUNTY's Contract Manager (hereinafter referred to as "**CONTRACT MANAGER**") shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
2. **Scope of Services:** This CONTRACT specifies the contractual terms and conditions by which the COUNTY will procure services from CONTRACTOR as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
3. **Contract Term:** This CONTRACT shall be effective from October 1, 2016 through September 30, 2017, unless otherwise terminated by the COUNTY. This CONTRACT may be renewed on the same terms, conditions, and scope of services for up to one (1) individual consecutive one-year period upon mutual written agreement by the COUNTY and CONTRACTOR, with County of Orange Board of Supervisors approval.
  - A. The COUNTY will reclaim any unused funds for reallocation to other COUNTY approved programs.
  - B. The COUNTY does not have to give a reason, should it decide not to renew.
  - C. Prior to, and at the effective date of the termination of this CONTRACT, CONTRACTOR shall cooperate with the COUNTY in transition of the operation of the support and services to the COUNTY or the COUNTY designated CONTRACTOR, in order to facilitate and effectuate an orderly and systematic transition of the CONTRACTOR's duties and activities as they pertain under this CONTRACT.
  - D. Upon termination of this CONTRACT, CONTRACTOR shall forthwith deliver to the COUNTY such CONTRACT's, documents, accounting records, and all other related records pertaining to services provided under this CONTRACT, as may be reasonably requested, and furnish all such information and take all actions as deemed necessary.
4. **Contingency of Funds:** CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by the State of California to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by approved by COUNTY'S Board of Supervisors for each fiscal year covered by this CONTRACT. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty to the COUNTY.
5. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated, reduce COUNTY'S maximum obligation, or modify the CONTRACT, without penalty to the COUNTY.

**6. Payment Requirements:**

- 6.1 **CONTRACT Amount:** It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment "B", Compensation/Payment to CONTRACTOR attached hereto and incorporated herein by reference.
- 6.2 **Payment of Project Activities:** COUNTY will reimburse CONTRACTOR for eligible project-related costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on or after October 1, 2016, and must provide adequate documentation as required by COUNTY in accordance with the *OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY*, as set forth in Exhibit 2, attached hereto and incorporated herein by reference. In addition, CONTRACTOR will provide a monthly performance report by the 20<sup>th</sup> of the month for the preceding month of services, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause a breach of CONTRACT as defined in Paragraph 9, below.
- 6.3 CONTRACTOR will have forty-five (45) days following the expiration of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred during the CONTRACT period. After the forty- five (45) day period for submitting invoices has expired, COUNTY shall reallocate the remaining balance under this CONTRACT for other program purposes and CONTRACTOR shall be ineligible for any further reimbursement.
- 6.4 **ADVANCE -** Notwithstanding Paragraph 6.1 above, upon written request and justification of an immediate need based upon cash forecasting from CONTRACTOR, COUNTY may advance to CONTRACTOR a portion of COUNTY'S maximum obligation hereunder. PROJECT MANAGER shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by an equal amount of any advance payment, under Paragraph 6.2 above, to recover any outstanding advance or part thereof.
- Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to CONTRACTOR which would result in less money remaining unpaid to CONTRACTOR than the total of advances made to CONTRACTOR.

**7. Adjustment –Scope of Services:**

No adjustments made to the Scope of Services will be authorized without prior written approval of the COUNTY assigned CONTRACT MANAGER. CONTRACTOR agrees that COUNTY may, at its sole discretion, amend this CONTRACT to conform to federal, State or local governmental guideline, policies, and available funding amounts.

If any amendment results in a change in the funding amount, CONTRACTOR Scope of Services, or schedule of activities to be undertaken as part of this CONTRACT, such modification will be incorporated only by written amendment executed by DIRECTOR and CONTRACTOR.

**8. Amendments – Changes/Extra Work:** The CONTRACTOR shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new

or unforeseen requirements, the COUNTY with the CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the CONTRACTOR's ability to deliver services, or the project schedule, the CONTRACTOR shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY PROJECT MANAGER, shall require the mutual consent of all PARTIES, and may prohibit the CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

- 9. Breach of CONTRACT:** The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

- 9.1 Terminate the CONTRACT immediately, pursuant to Paragraph K herein;
- 9.2 Afford the CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- 9.3 Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
- 9.4 Seek a refund of monies owed to COUNTY by CONTRACTOR pursuant to Paragraph 6.4, above, and offset against any monies billed by CONTRACTOR but not yet paid by COUNTY.

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

- 11. Conflict of Interest – CONTRACTOR's Personnel:** The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

CONTRACTOR agrees to abide by any federal, State and/or local regulations with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT.

- 12. Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
- 13. Consulting CONTRACT – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services CONTRACT or a CONTRACT which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services CONTRACT. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
- 14. CONTRACTOR Personnel:** The CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.
- 15. CONTRACTOR's PROJECT MANAGER and Key Personnel:** CONTRACTOR shall appoint a PROJECT MANAGER to direct the CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. The CONTRACTOR'S PROJECT MANAGER and key personnel shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the CONTRACTOR'S PROJECT MANAGER.
- 16. CONTRACTOR's Records:** The CONTRACTOR shall keep an accurate record of time expended by CONTRACTOR in the performance of this CONTRACT. Such record shall be available for periodic inspection by the COUNTY at reasonable times. Such records will be retained for five (5) years after the expiration or termination of this CONTRACT.
- 17. Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTOR in the performance of this CONTRACT 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 CONTRACTOR after completion or termination of this CONTRACT 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 CONTRACT.
- 18. County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected CONTRACTOR agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and 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 ten (10) percent or more in the contracting entity; and
  - c. A certification that the CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and

- d. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the CONTRACTOR to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another CONTRACTOR. In the event a CONTRACT has been issued, failure of the CONTRACTOR to comply with all Federal,

State, and Local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

- 19. EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a “service provider” to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a CONTRACT for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations as set forth in Exhibit 1, attached hereto and incorporated herein by reference.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a CONTRACT for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as “an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a CONTRACT for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [www.edd.ca.gov/txicr.htm](http://www.edd.ca.gov/txicr.htm).

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

**21. Drug-Free Workplace:** The CONTRACTOR hereby certifies compliance with government Code Section 8355 in matters relating to proving a drug-free workplace as set forth in Exhibit 3, attached hereto and incorporated herein by reference.

**22. Disputes – CONTRACT:**

A. The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the CONTRACTOR's PROJECT MANAGER and the COUNTY's PROJECT MANAGER, such matter shall be brought to the attention of the CONTRACT MANAGER Agent by way of the following process:

i. The CONTRACTOR shall submit to the agency/department assigned COUNTY CONTRACT MANAGER a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.

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

B. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to diligently proceed with the provision of services under this CONTRACT. The CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the COUNTY Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the CONTRACTOR's demand, it shall be deemed a final decision adverse to the CONTRACTOR's contentions. Nothing in this section shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause as stated in Paragraph K herein.

**23. Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

**24. Termination–Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such

claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

CONTRACTOR may terminate this CONTRACT without penalty after ninety (90) days written notice, unless otherwise specified. Notice shall be deemed served on the date of mailing. Exercise by CONTRACTOR to terminate the CONTRACT shall relieve CONTRACTOR of all further obligations after the ninety (90) day written notice; but does not release CONTRACTOR of any provision of this CONTRACT which imposes any obligation described herein up to or after termination of this CONTRACT that shall survive the termination or expiration of this CONTRACT.

- 25. News/Information Release:** The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's PROJECT MANAGER. CONTRACTOR, with COUNTY's PROJECT MANAGER approval, may release general information related to the CONTRACT on its web site, in social media, in agency publications, and other materials frequently used by CONTRACTOR to enhance community engagement.
- 26. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:  
 OC Community Resources  
 1300 S. Grand Ave., Bldg. B  
 Santa Ana, CA 92705  
 Attn: Juanita Preciado

For CONTRACTOR:  
 The Midnight Mission  
 601 South San Pedro Street  
 Los Angeles, CA 90014  
 Attn: Nancy Neilson and/or Wes Ferris

- 27. Project Manager, COUNTY:** The ADMINISTRATOR shall be the PROJECT MANAGER to act as liaison between the COUNTY and the CONTRACTOR during the term of this CONTRACT. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.

- 28. Reports/Meetings:** The CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY's PROJECT MANAGER and the CONTRACTOR's PROJECT MANAGER will meet on reasonable notice to discuss the CONTRACTOR's performance and progress under this CONTRACT. If requested, the CONTRACTOR's PROJECT MANAGER and other project personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.
- 29. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press 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.
- 30. Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as PROJECT MANAGER and key personnel attached hereto, prior to submission to the County. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving CONTRACTOR's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.
- 31. Signature in Counterparts:** The PARTIES agree that separate copies of the CONTRACT may be signed by each of the PARTIES, and this CONTRACT will have the same force and effect as if the original had been signed by all PARTIES.

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**General Terms and Conditions:**

- A. Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract:** This CONTRACT, including Attachments A, B, C, and D and Exhibits 1, 2 and 3, which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by CONTRACT MANAGER.
- C. Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Taxes:** "Intentionally Left Blank"
- E. Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Scope of Services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** CONTRACTOR expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold COUNTY and COUNTY INDEMNITEES as identified in Paragraph "HH" below, and as more fully described in Paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT.

CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Paragraph and "HH" below, it shall indemnify, defend and hold COUNTY and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

- I. **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 CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. **Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor,

supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-CONTRACTORS.

**P. Insurance:**

**Insurance Provisions**

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

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

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 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 upon review of CONTRACTOR's current audited report.

If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this contract, the COUNTY may terminate this contract.

**Qualified Insurer**

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

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

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

<b>Coverage</b>	<b>Minimum Limits</b>
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made

### **Required Coverage Forms**

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

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

### **Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 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.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- 2) A primary and 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.

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

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

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

If CONTRACTOR's Professional Liability and Network Security & Privacy Liability policies are "claims made" policies, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of contract.

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

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

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development & Management, award may be made to the next qualified CONTRACTOR.

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

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

In addition to any other requirements of this CONTRACT, CONTRACTOR shall notify COUNTY of any modification, termination, or cancellation of any Contract of insurance secured by CONTRACTOR pursuant to this CONTRACT as soon as CONTRACTOR learns of the potential for, or existence of, whichever is earlier, any such modification, termination or cancellation.

Should CONTRACTOR fail to comply with the provisions of this Paragraph P, Administrator may withhold or delay payments to CONTRACTOR, or terminate this CONTRACT.

**\*Certificate Holder Information:**

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

- Q. Bills and Liens:** “Intentionally Left Blank”
- R. Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY’s specific written approval.
- S. Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR’s business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR’s duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR’s staff, agents and employees.
- V. Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph “HH” below, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs, and expenses arising from or related to a violation of such
- W. Freight (F.O.B):** “Intentionally Left Blank”
- X. Pricing:** “Intentionally Left Blank”
- Y. Waiver of Jury Trial:** “Intentionally Left Blank”
- Z. Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT 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.

- BB. Severability:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.
- FF. Authority:** The PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees, consultants and subCONTRACTORS performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employee, consultants and subCONTRACTORS for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.
- HH. Indemnification:** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,

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

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

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

CONTRACTOR agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this CONTRACT or by law. CONTRACTOR agrees to allow interviews of any employees or others who might reasonably have information related to such records.

Further, CONTRACTOR agrees to include a similar right to the COUNTY to audit records and interview staff of any sub-CONTRACTOR related to performance of CONTRACT.

Should the CONTRACTOR cease to exist as a legal entity, the CONTRACTOR's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's PROJECT MANAGER.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

**\*The Midnight Mission**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

\*\*\*\*\*

**COUNTY OF ORANGE**

A Political Subdivision of the State of California

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

Dated: \_\_\_\_\_

Steve Franks, Director  
OC Community Resources

**APPROVED AS TO FORM  
COUNTY COUNSEL**

By: Carolyn S Frost  
DEPUTY COUNTY COUNSEL

Dated: 09/21/16

**ATTACHMENT A****SCOPE OF SERVICES****1. Scope of Services Summary**

- A. **Activities:**  
CONTRACTOR (The Midnight Mission) shall perform all services set forth in the program description and will be responsible for administering program funded with local funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds.
- B. **Program Description:**  
CONTRACTOR will operate a low barrier shelter and service center at The Courtyard (formerly known as Santa Ana Transit Terminal) for those experiencing homelessness in particular for those currently dwelling around the Civic Center.
- C. **Eligible Participants:**  
For the purposes of the Program (PROGRAM), a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Part 576.2.
- D. **Use of Funds:**  
Funds will be used to provide contracted services and operations of the PROGRAM, such as providing safety net services, including shelter and connections to service providers, and to be low-barrier and engagement rich to provide people experiencing homelessness a pathway to service connections, health care, housing and stability.
- E. **Reporting:**  
CONTRACTOR is required to submit reports, as agreed upon with COUNTY staff in a form mutually agreed upon by TMM and OC Community Services. Details included in the report will be determined in coordination with County.

CONTRACTOR may enter the data in the Homeless Management Information System (HMIS).

CONTRACTOR will, collaborate with COUNTY and 211-Orange County on Coordinated Entry system and other Continuum of Care services/efforts.

**2. Description of Program**

The CONTRACTOR will provide the following:

Daytime Services - During the daytime the area will be utilized as a drop-in center serving an estimated 250 to 450 guests seeking a safe place, service connections, hygiene services, showers & restrooms, a meal, and place to rest.

Nighttime Services - At night the area will be used as an overnight shelter which may accommodate up to 300 beds.

### 3. Description of Services/CONTRACTOR Responsibilities

The PROGRAM will meet the COUNTY's need to provide emergency shelter with showers, food and supportive services for the homeless population. This will include operating, maintaining, staffing and coordinating the resources of the PROGRAM. Applicant must have the ability to operate 24/7 365 days a year.

#### A. Shelter Requirements (applicable to all sites)

CONTRACTOR will:

1. Program will be in operation 24/7 (24 hours per day, 7 days a week). CONTRACTOR is expected to have a 24 hour contact available to Courtyard staff for emergency purposes.

#### B. Site Management Tasks

CONTRACTOR will:

1. Take appropriate action for medical/mental health emergencies.
2. Complete a management report gathering data mutually agreed on by CONTRACTOR and COUNTY.
3. Provide supervision of the homeless guests including shelter entry registration and the scheduling of meals, showers and other personal services as needed. The CONTRACTOR will provide site Managers each night.

#### C. Administrative Management Tasks

CONTRACTOR will:

1. Work in partnership with the County of Orange/OCCR to be a "Good Neighbor", informing the public about the positive aspects of the program, being responsive to community concerns, and working closely with city/local government to minimize the impact of the program on the surrounding neighborhood.
2. Submit policies and procedures for PROGRAM including but not limited to all aspects of services, management plan, staff responsibilities and staff coordination.
3. Coordinate with COUNTY agencies engaged with the homeless including but not limited to, Health Care Agency, Social Services Agency, OC Community Resources. Also, engage local agencies, social services programs and volunteers to assist with program services. All efforts shall be coordinated with current COUNTY services in the Civic Center area.
4. Provide 24/7 on call staff to the COUNTY Program Manager for emergencies.
5. Provide Liability and other required insurances to cover accidents or injuries caused as a result of operating shelters for the homeless at the sites.
6. Purchase supplies and equipment as needed. It is the CONTRACTOR's responsibility to inventory the supplies.
7. Review all billings and assure payments, if applicable.
8. Provide training as needed to staff, and direction to engaged community groups and volunteers, as appropriate.
9. Utilities (water, electric, gas, trash), dumpsters & refuse removal, portable restrooms, power washing, tables, chairs, and sleeping mats to be provided by the COUNTY at no costs.
10. Portable shower facilities to be provided by COUNTY.
11. CONTRACTOR will bring laundry facilities onsite in coordination with COUNTY.
12. Clean towels and the laundering of the towels shall be part of the services provided by CONTRACTOR to the homeless.
13. CONTRACTOR will ensure blankets and mats are regularly cleaned and use reasonable care to ensure they remain clean and free of parasitic infestations and other pests

14. Coordinate with OC Community Resources, other COUNTY agencies and community-based organizations, as necessary and appropriate.

## 5. Program Design

**A. Low Barrier Criteria** - The site is designed to encourage participation by providing low-barriers to entry, and accommodate any person who identifies as homeless. All persons identifying as homeless or hungry and seeking help will be welcomed, and CONTRACTOR will work with OC Community Resources to rapidly triage families with children, unaccompanied youth, and victims of domestic violence / sex trafficking from the site to area agencies who can provide specialized programs and services to better address the needs of these populations as quickly as possible.

Entry criteria for adults who are homeless include:

- Homeless (HUD Definition)
- Age 18 or older (youth will be immediately triaged to a youth provider if possible)
- Ambulatory and not requiring hospital or nursing home care
- Agree to be nonviolent
- Agree not to use or sell drugs or illegal substances on the premises
- Agree to treat other clients, staff and the property with respect
- Agree to obey fire and other safety regulations
- Agree to abide by pet / animal requirements
- Agree to follow posted shelter rules, including signing in at entry

**B. Safe Shelter Access** - The Courtyard will be open 24 hours a day, seven days a week, including all holidays. The site can be accessed by walking in. Up to 300 nightly beds will be available on a first-come-first-serve basis. A space plan will be drafted for the site to ensure a degree of privacy by gender, those with a pet, or couples. The goal will be to provide a safe, secure sleeping area to those in need. It is anticipated that the service needs of most of the homeless guests to be high, and have developed staffing plans based on addressing those needs while keeping everyone safe.

**C. Sleeping Areas** - Up to 300 shelter beds available each night, CONTRACTOR will configure the site, with COUNTY-provided partitions, to accommodate a variety of needs. Because the area designated for shelter has covered and uncovered areas, some areas may be susceptible to flooding or rain exposure during inclement weather. CONTRACTOR's site plan involves the use of mobile metal stations to section off areas for various populations. This will allow area sizes to be increased or decreased based on the number and types of people seeking shelter each night. Beds will consist of a foam sleeping mat and a blanket or blankets. Guests will be assigned a bed and blanket nightly. Sleeping areas and number of beds available listed are intended to be guidelines which may change nightly based on need. Bed type and number available are planned as follows:

- Bridge Housing Beds
  - 60 Bridge Housing beds. Bridge housing beds are available as reserve shelter for those awaiting placement in Permanent Supportive Housing (PSH) through Orange Counties Coordinated Entry System (CES) Those in Bridge Housing will participate in case management with the agency linking them to PSH.
- Adult men
  - 60 beds will be made available for single adult men who are homeless.
- Adult women
  - 45 beds will be made available for single adult women who are homeless.
- Medical need / Wet beds
  - 20 beds will be made available for those with a medical need.
- Couples
  - 10 couple beds (or 20 beds) will be made for self-identified couples.
- Guests with Pets

- 20 beds will be made available to those with pets / animals.
- Special need / Reasonable Accommodation
  - 5 beds will be made available to anyone presenting with a specific need or a reasonable accommodation. These beds will be located adjacent to the Security Hub to ensure safety.
- Overflow beds will be provided as needed

D. Meals – CONTRACTOR will work with COUNTY resources and City Net or COUNTY Designated Community Resource Mobilizer to coordinate food delivery and meal service in one area of the site. COUNTY will provide tables and chairs. COUNTY will provide a place for guests to sit and eat their meal. Through the volunteers, CONTRACTOR is expecting 3 meals each day will be available to guests.

CONTRACTOR will also work with City Net or COUNTY Designated Community Resource Mobilizer to provide an area that has a station for water / hot beverages and possibly some snack items.

E. Storage - CONTRACTOR expects that guests will be allowed to bring a personal sized bag/box/sack/luggage (approximately the size of a knapsack) into their sleeping area. CONTRACTOR will place COUNTY-provided storage bins.

Additionally, an on-site storage area will be provided for items such as shopping carts, bicycles, and other larger items. CONTRACTOR will coordinate the on-going process with COUNTY, and proposes an initial process in which empty bins with lids are available for nightly guests. The storage area will provide guests with a bin.

CONTRACTOR recognizes that guests value their belongings, and CONTRACTOR will work with every guest to find the balance between creating a safe and sanitary environment while honoring the value of personal possessions.

F. Entry Process - During the daytime Security will ask those entering to sign in and outreach engagement staff will be on hand to assist guests to services they may choose to access. Once the evening meal is finished, staff will assist those who have signed up for a bed stay to access their bed area. Security will help those who are not staying transition out of the area.

No one seeking shelter for the night will be turned away providing they are not a danger to themselves or others. Security has designated 10:30pm as “lights out.”

Anyone who chooses to leave during the night is free to do so; however, they will not be allowed back in until the next day, and stored items might not be immediately accessible and may need to be retrieved the following day.

Security will generally close storage, showers, and other amenities during “lights out”; however anyone needing a reasonable accommodation will be accommodated if possible.

Because of various language barriers and illiteracy rates among the guests, guests will be asked in their native language if they completely understand any intake/assessment forms which may be completed for services. Guests needing additional assistance will have the rules and intake forms explained to them. When English is their second language, the rules and intake forms will be explained in their primary language whenever feasible.

- G. Security - Security is in place 24 hours a day, 7 days a week, to help provide a peaceful environment for those seeking services and respite from the streets. There will be full time and part time at all times on the premises.
- H. Personal Items and Storage - In addition to the proposed large item storage and the bed storage, CONTRACTOR may also make small-box storage available at the security desk which is no-questions-asked “safe-store” boxes for any guests who wish to safely store personal items.
- I. Daily Drop In Services - Hours of operation are flexible and participant/guest driven. The area will serve as a daily drop-in center providing services for all. Services to be provided include:
- Open table feeding area
  - Open table hydration & warm beverage station
  - Hygiene Facilities
  - Donation area with volunteer / donor engagement
  - On-site service provision and linkages will include, but not limited to those listed below. Additional services will be added as the Program develops.
    - Orange County Social Services Agency
    - Health Care Agency
    - Continuum of Care agencies
    - Veterans Services
    - Collaborative Courts
    - Legal services
- J. CONTRACTOR acknowledges that they are required to collaborate with other homeless services agencies.
- K. CONTRACTOR will ensure all insurance coverage requirements are fulfilled prior to the initial date of program operations.
- L. CONTRACTOR shall comply with all State of California and local regulations, as applicable.
- M. CONTRACTOR will partner with medical or law enforcement in the event of an emergency. With the nature of the population being served at the shelter, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Staff and volunteers at these sites will be provided with additional emergency contact numbers. All staff and volunteers at the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

**ATTACHMENT B****COMPENSATION / PAYMENT****1. COMPENSATION:**

This is a cost reimbursable CONTRACT between the COUNTY and the CONTRACTOR for up to \$1,400,000 /annually as set forth in Attachment A Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

**2. FIRM DISCOUNT AND PRICING STRUCTURE:**

CONTRACTOR guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. CONTRACTOR agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

**3. PAYMENT TERMS:**

An invoice for the reimbursable costs shall be submitted to the address specified below upon the completion of the engagement and approval of the COUNTY Project Manager. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the COUNTY of Orange for any monies paid to the CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:  
OC Community Resources  
1770 North Broadway, 4<sup>th</sup> floor  
Santa Ana, CA 92706-2642  
Attention: Accounts Payable

**4. INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 2-OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. CONTRACTOR's name and address
2. CONTRACTOR's remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. CONTRACTOR's Federal I. D. number
10. Total

**5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 2 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



## ATTACHMENT C

### CONTRACTOR'S COST PROPOSAL BUDGET

#### 1. Budget Summary

##### A. Anticipated Administration and Program Cost Budget

Project Costs	Total
<b>Project Activity:</b> Salaries	\$588,653
<b>Project Activity:</b> Transportation	\$21,424
<b>Project Activity:</b> Security	\$474,208
<b>Project Activity:</b> Janitorial Services	\$95,759
<b>Project Activity:</b> Laundry Services	\$80,000
<b>Project Activity:</b> 15 cell phones x 12 months	\$9,000
<b>Project Activity:</b> Admin/data	\$130,956
Grand Total	\$1,400,000.00

**ATTACHMENT D****STAFFING PLAN****1. Staffing Plan**

**Project Title:** The Courtyard Transitional Center (Include name and classification).

	<b>Name/Staff</b>	<b>Classification/Title</b>
1	Doris Starling	Executive Supervisor – F/T
2	TBD	Engagement Supervisor – F/T
3	TBD	Engagement Supervisor – F/T
4	TBD	Engagement Supervisor – F/T
5	TBD	Engagement Supervisor – P/T
6	TBD	Engagement Supervisor – P/T
7	TBD	Engagement Supervisor – P/T
8	Cato Heath	Engagement Specialist – F/T
9	Christopher Clark	Engagement Specialist – F/T
10	Michael Kaszubowski	Engagement Specialist – F/T
11	Eddie Walker	Engagement Specialist – P/T
12	Joseph Kelly	Engagement Specialist – P/T
13	Eric Scott	Engagement Specialist – P/T
14	Abin Estacio	Engagement Specialist – P/T
15	TBD	Engagement Specialist – P/T
16	Marion Goff	Engagement Specialist – P/T
17	Daniel Cano	Engagement Specialist – P/T
18	Randall Bowling	Engagement Specialist – P/T
19	TBD	Engagement Specialist – P/T
20	TBD	Security Exec Supervisor – P/T
21	Sam Ned	Security Guard Supervisor – F/T
22	Mark Rodriguez	Security Guard Supervisor – F/T
23	Donte Mendefield	Security Guard Supervisor – F/T
24	Matthew McFarren	Security Guard Supervisor – P/T
25	Johnny Woodson	Security Guard Supervisor – P/T
26	Steven Groves	Security Guard Supervisor – P/T
27	Kenya Robertson	Security Guard – F/T
28	Darrell Smith	Security Guard – F/T
29	Bruce Martin	Security Guard – F/T



**County of Orange 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: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

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 ten (10) percent or more in the contracting entity:

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

(Additional sheets may be used if necessary)

- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

*"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 Contract \_\_\_\_\_*

*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 ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.*

---

Authorized Signature

Print Name

Title



**Subject: OC Community Resources  
Contract Reimbursement Policy**

Effective: July 1, 2010  
Revised: January 26, 2016

**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**EFFECTIVE DATE:**

**July 1, 2010**

**REVISION DATE:**

**January 26, 2016**

**REFERENCES:**

Executed Board of Supervisors approved contract  
Budget included in contract or presented as an exhibit  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.

**Pre December 26, 2014**

OMB Circular A-21 Cost Principles for Educational Institutions  
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments  
OMB Circular A-122 Cost Principles for Non-Profit Organizations

**Post December 26, 2014**

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars and Code of Federal Regulations (CFR).

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited

to: legislative mandates and County directives. OC Community Services may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable OMB Circular or CFR. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

## **PROCEDURES:**

### **Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
 

***"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
 

OC Community Resources Accounting  
1770 N. Broadway, 4<sup>th</sup> Floor  
Santa Ana, CA 92706

### **Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

**ACTION:**

Distribute this policy to all appropriate staff

**INQUIRIES:**

Inquiries may be directed to the following:

- Susan Long: (714) 480-6532 or [Susan.Long@occr.ocgov.com](mailto:Susan.Long@occr.ocgov.com)
- Eric Takanishi: (714) 480-6531 or [Eric.Takanishi@occr.ocgov.com](mailto:Eric.Takanishi@occr.ocgov.com)

## DRUG FREE WORKPLACE CERTIFICATION

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**Company/Organization Name:** Kingdom Causes, Inc., dba City Net

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The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
  - (a) Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

### CERTIFICATION

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*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.*

---

Official's Name

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Date Executed

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Executed in the County of

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Contractor or Grantee Recipient Signature and Title



## LICENSE AGREEMENT

This LICENSE AGREEMENT (“**License**”), made and entered into \_\_\_\_\_, 2016 (“**Effective Date**”), is by and between The Midnight Mission, a California non-profit corporation, (hereinafter referred to as “**LICENSEE**”) and COUNTY OF ORANGE, a political subdivision of the State of California, (hereinafter referred to as “**COUNTY**”) without regard to number and gender. LICENSEE and COUNTY may sometime be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

### RECITALS

- I. COUNTY and LICENSEE entered into that certain Yearly Funded Service Agreement, which commenced on October 1, 2016 and shall terminate September 30, 2017, (“**Service Agreement**”) for the purpose of providing Year Round Emergency Shelter and Multi-Service Center services (“**Services**”) to homeless persons in County of Orange.
- II. COUNTY owns that certain real property located at 400W. Santa Ana Boulevard in the City of Santa Ana (“**Courtyard Transitional Center**”) as more particularly described in Exhibit A and shown on Exhibit B, attached hereto and by this reference made a part hereof .
- III. TENANT wishes to provide the Services at the Courtyard Transitional Center.
- IV. Provision of Services at the Courtyard Transitional Center will provide a convenient on-site source to provide a sleeping space and other supportive services for the homeless and help OC Community Services’ Homeless Prevention Program meet its commitment to ending homelessness in accordance with the COUNTY’s Ten Year Plan to End Homelessness.

**NOW, THEREFORE**, in consideration of the Recitals above, the receipt of which is acknowledged herein and which are incorporated herein by this reference, and the mutual covenants, benefits, and promises contained herein, COUNTY and LICENSEE mutually agree as follows:

#### 1. DEFINITIONS (AMLC-2.1 S)

The following words in this License have the significance attached to them in this Clause, unless otherwise apparent from context:

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, County of Orange, or designee or upon written notice to LESSOR such other person or entity as shall be designated by the County Executive Officer.

“**County Counsel**” means the County Counsel, County of Orange, or designee, or upon written notice to LICENSEE such other person or entity as shall be designated by the Board of Supervisors.

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“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to LICENSEE such other person or entity as shall be designated by the Board of Supervisors.

“**Risk Manager**” means the Manager of County Executive Office, Risk Management, for the County of Orange, or upon written notice to LICENSEE such entity as shall be designated by the County Executive Officer.

“**OCCR Director**” means the Director of OC Community Resources, County of Orange, or designee, or upon written notice to LICENSEE such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

## 2. LICENSE AREA (AMLC-4.2N)

COUNTY grants to LICENSEE the right to the non-exclusive, revocable use of that certain real property located at 400W. Santa Ana Boulevard in the City of Santa Ana, as more particularly described in Exhibit A and shown on Exhibit B, attached hereto and by this reference made a part hereof, (“**License Area**”) for the purposes set forth in Clause 4 (USE) of this License together with non-exclusive, in common use of COUNTY’s driveways for vehicle ingress and egress, pedestrian walkways, other facilities, and common areas appurtenant to the License Area.

During the term of this License, the dates and times for use of the License Area will be determined by the OCCR Director, and the location of the License Area is subject to relocation at the sole discretion of the OCCR Director.

## 3. PARKING (AMLC-4.4 S)

Throughout the term of this License, COUNTY may make available parking spaces for LICENSEE’s free and non-exclusive use.

## 4. USE (AMLC-5.1 N)

LICENSEE's use of the License Area shall be solely for the provision of Year Round Emergency Shelter and Multi-Service Center services, as defined in the Services Agreement.

LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any other activity within or from the License Area without prior written permission from the OCCR Director. LICENSEE further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the License Area, not to commit or permit to be committed waste on the License Area, and to comply with all governmental laws and regulations in connection with its use of the License Area.

NO ALCOHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD OR CONSUMED WITHIN THE LICENSE AREA, EXCEPT FOR SMOKING IN DESIGNATED AREAS ONLY.

During the term of this License, the dates and times for use of the License Area will be determined by the OCCR Director, and the location of the License Area is subject to relocation at the sole discretion of the OCCR Director.

**5. TERM (AMLC-3.1 N)**

The term of this License shall commence on the Effective Date and terminate on September 30, 2017 (“**Initial Term**”) unless otherwise terminated earlier as provided in Clause 6 (OPTION TO TERMINATE LICENSE), below. In the event that the Service Agreement between the Parties terminates on a date earlier than September 30, 2017, this License shall also immediately terminate concurrently therewith without any notice. If the Parties enter into a new service agreement, this License shall automatically extend beyond the currently set termination of September 30, 2017 and continue in effect throughout the term of the new service agreement and shall terminate on the date the new service agreement terminates (“**Conditional Extended Term**”). All Conditional Extended Term shall be confirmed in writing by the Director.

In the event the Conditional Extended Term does not materialize, this License shall automatically extend for one (1) one-year period (“**Extended Term**”) on the same terms and conditions unless either Party gives the other written notice no later than ninety (90) days prior to the expiration of the Initial Term of its intention not to extend.

**6. OPTION TO TERMINATE (N)**

COUNTY and LICENSEE shall have the option to terminate this License at any time by giving the other Party at least thirty (30) days prior written notice.

**7. LICENSE FEE WAIVER (AMLC-6.1 N)**

In consideration for the valuable public service and benefit provided through the Service Agreement, COUNTY waives the License fee for LICENSEE’s use of the License Area, as stated in Clause 4 (USE), during the term of this License.

**8. UTILITIES AND OTHER FACILITIES (AMLC-9.3 N)**

COUNTY shall provide all utilities, including water, gas, electricity and dumpsters & refuse removal, portable restrooms, portable showers, power washing, tables, chairs, and sleeping mats to the License Area at no cost to the LICENSEE.

**9. CONSTRUCTION AND/OR ALTERATION BY LICENSEE (AMD2.1 S)**

A. COUNTY’s Consent. No structures, improvements, or facilities (“**Alterations**”) shall be constructed, erected, altered, or made within the License Area without prior written consent of the Director. The Director reserves the right to condition the grant of said consent on the conformance of the manner, method, design, and construction of said Alterations to the applicable construction standards of the proposed Alternation. Notwithstanding the foregoing, the Director has the right to reject, in its sole and absolute discretion, any and all proposed LICENSEE’s Alterations. LICENSEE may, at any time and at its sole expense, and with Director’s approval, place any equipment related to the provision of the Services within the License Area. LICENSEE shall submit its initial space plan for Director’s approval prior to LICENSEE’s occupancy.

B. Strict Compliance with Plans and Specifications and Permits. All Alterations constructed by LICENSEE within the License Area shall be made in strict compliance with detailed plans and specifications approved by the Director, and in accordance with all applicable laws and regulations. No Alterations may be made without obtaining all required permit(s), if applicable, therefor and without providing a copy of such permit(s) to the Director.

**10. MECHANICS LIENS OR STOP-NOTICES (AMD4.1 S)**

LICENSEE shall at all times indemnify, defend with counsel approved in writing by COUNTY and hold COUNTY harmless from and against any and all claims, losses, demands, damages, cost, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the License Area, and from the cost of defending against such claims, including reasonable attorney fees.

In the event a lien or stop-notice is imposed upon the License Area as a result of such construction, repair, alteration, or installation, LICENSEE shall either:

- A. Record a valid Release of Lien, or
- B. Procure and record a bond in accordance with Section 8424 of the Civil Code, which frees the License Area from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should LICENSEE fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, the License shall be in default and shall be subject to immediate termination.

**11. OWNERSHIP OF IMPROVEMENTS (AMD6.1 N)**

A. All Alterations constructed, erected, altered, or made within the License Area by LICENSEE must, upon completion, be free and clear of all liens, claims, or liability for labor or material, and, at COUNTY's option, shall become the property of COUNTY as of termination date of this License. COUNTY retains the right to require LICENSEE, at LICENSEE's sole expense, to remove any or all Alterations made by LICENSEE located within, upon, under or above the License Area at the time of termination of this License. LICENSEE agrees to pay for any cost(s) COUNTY incurs in connection with any removal by COUNTY of said Alterations, if LICENSEE does not comply with COUNTY's demand to cause said removal of said Alterations within a reasonable time.

B. Any equipment placed within the Premises by LICENSEE or a LICENSEE's sublicensee that is not wholly owned by LICENSEE or a LICENSEE's sublicensee shall not provide as a remedy for default in the contract applicable to said equipment an option for a creditor or similar entity to enter the License Area to remove said equipment. LICENSEE shall include in any sublicense a requirement for any sublicensee to comply with this provision.

**12. INSURANCE (AML10.1 N)**

LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with COUNTY during the entire term of this License. This License shall automatically terminate at the same time LICENSEE's insurance coverage is terminated. If within ten (10) business days after termination under this Clause LICENSEE obtains and provides evidence of the required insurance coverage acceptable to the OCCR Director, this License may be reinstated at the sole discretion of the OCCR Director.

LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the

1 interim, an official binder being in the possession of the OCCR Director. In no cases shall assurances by  
LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of  
3 insurance. OCCR Director will only accept valid certificates of insurance and endorsements, or in the  
interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon  
5 cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take whatever steps are  
necessary to interrupt any operation from or on the License Area until such time as the OCCR Director  
7 reinstates the License.

9 If LICENSEE fails to provide OCCR Director with a valid certificate of insurance and endorsements, or  
binder at any time during the term of the License, COUNTY and LICENSEE agree that this shall constitute a  
11 material breach of the License. Whether or not a notice of default has or has not been sent to LICENSEE,  
said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from  
13 or on the License Area, and to prevent any persons, including, but not limited to, members of the general  
public, and LICENSEE's employees and agents, from entering the License Area until such time as the OCCR  
15 Director is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold  
COUNTY harmless for any damages resulting from such interruption of business and possession, including,  
17 but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's  
action.

19 All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance  
subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow  
21 contractors or subcontractors to work if contractors have less than the level of coverage required by  
COUNTY from LICENSEE under this License. It is the obligation of LICENSEE to provide written notice  
23 of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any  
contractor to begin work within the License Area. Such proof of insurance must be maintained by  
25 LICENSEE through the entirety of this License and be available for inspection by a COUNTY representative  
at any reasonable time.

29 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  
31 of coverage. Any SIR or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically  
be approved by COUNTY's Risk Manager upon review of LICENSEE's current audited financial report.

33 If LICENSEE fails to maintain insurance acceptable to COUNTY for the full term of this License, COUNTY  
35 may terminate this License.

### 37 **Qualified Insurer**

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

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

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

<u>Coverages</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 vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all, contents and any tenant improvements including Business Interruption/Loss of Rents with a 12 month Limit.	100% of the Replacement Cost Value and no coinsurance provision.

21 **Required Coverage Forms**

23 The Commercial General Liability coverage shall be written on Insurance Services Office ("ISO") form CG  
25 00 01, or a substitute form providing liability coverage at least as broad.

27 The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00  
29 20, or a substitute form providing liability coverage as broad.

29 **Required Endorsements**

31 The following endorsements must be submitted with the Certificate of Insurance:

- 33 a) The Commercial General Liability policy shall contain an Additional Insured endorsement  
35 using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COUNTY, its  
elected and appointed officials, officers, employees, and agents as Additional Insureds.
- 37 b) The Commercial General Liability policy shall contain a primary non-contributing endorsement  
39 evidencing that the LESSEE's insurance is primary and any insurance or self-insurance  
maintained by the COUNTY shall be excess and non-contributing.
- 41 c) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
43 all rights of subrogation against the COUNTY, its elected and appointed officials, officers,  
agents and employees.
- 45 d) The Commercial Property policy shall contain a Loss Payee endorsement naming the COUNTY  
47 as respects the COUNTY's financial interest when applicable.

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

5 LICENSEE shall notify County in writing within thirty (30) days of any policy cancellation and ten (10)  
7 days for non-payment of premium and provide a copy of the cancellation notice to County.

9 Failure to provide written notice of cancellation may constitute a material breach of the LICENSE, upon  
which the County may suspend or terminate this LICENSE.

11 The Commercial General Liability policy shall contain a severability of interests' clause, also known as a  
13 "separation of insureds" clause (standard in the ISO CG 001 policy).

15 Insurance certificates should be forwarded to COUNTY's address provided in Clause 17 (NOTICES) below  
17 or to an address provided by OCCR Director. LICENSEE has ten (10) business days to provide adequate  
evidence of insurance or this License may be cancelled.

19 COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any of the  
21 above insurance types throughout the term of this License. Any increase or decrease in insurance will be as  
deemed by COUNTY's Risk Manager as appropriate to adequately protect COUNTY.

23 COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE does  
25 not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating  
such changes within thirty (30) days of receipt of such notice, this License may be in breach without further  
notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

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

### 31 **13. OPERATIONS (AMLC-11.1 N)**

33 LICENSEE shall keep and maintain the License Area and all improvements of any kind in good condition  
35 and in substantial repair. COUNTY will, on LICENSEE's behalf, provide all maintenance and repairs to the  
License Area during the term of the License. LICENSEE is required to notify COUNTY of any and all  
necessary maintenance and repairs to the License Area on a timely basis.

37 LICENSEE expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary  
39 condition, to the complete satisfaction of COUNTY and in compliance with all applicable laws. LICENSEE  
further agrees to keep the License Area free and clear of rubbish and litter. COUNTY shall have the right to  
41 enter upon and inspect the License Area at any time for cleanliness and safety.

43 LICENSEE shall designate in writing to COUNTY an on-site representative who shall be responsible for the  
45 day to day operation and level of maintenance, cleanliness, and general order.

### 47 **14. LIMITATION OF THE LICENSE (AMLC-13.1 S)**

49 This License and the rights and privileges granted LICENSEE in and to the License Area are subject to all  
covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the

1 License Area. Nothing contained in this License or in any document related hereto shall be construed to  
3 imply the conveyance to LICENSEE of rights in the License Area, which exceed those owned by COUNTY.

## 5 **15. HAZARDOUS MATERIALS (AMLC-16.1 S)**

7 A. Definition of Hazardous Materials. For purposes of this License, the term “**Hazardous Material**” or  
9 “Hazardous Materials” shall mean any hazardous or toxic substance, material, product, byproduct, or waste  
which is or shall become regulated by any governmental entity, including, without limitation, the  
COUNTY acting in its governmental capacity, the State of California or the United States government.

11 B. Use of Hazardous Materials. LICENSEE or LICENSEE's employees, agents, independent  
13 contractors or invitees (collectively “**LICENSEE Parties**”) shall not cause or permit any Hazardous  
Materials to be brought upon, stored, kept, used, generated, released into the environment or  
15 disposed of on, under, from or about the License Area (which for purposes of this clause shall  
include the subsurface soil and ground water). Notwithstanding the foregoing, LICENSEE may keep  
17 on or about the License Area small quantities of Hazardous Materials that are used in the ordinary,  
customary and lawful cleaning of and business operations on the License Area.

19 C. LICENSEE Obligations. If the presence of any Hazardous Materials on, under or about the License  
Area caused or permitted by LICENSEE or LICENSEE Parties results in (i) injury to any person, (ii)  
21 injury to or contamination of the License Area (or a portion thereof), or (iii) injury to or  
contamination or any real or personal property wherever situated, LICENSEE, at its sole cost and  
23 expense, shall promptly take all actions necessary or appropriate to return the License Area to the  
condition existing prior to the introduction of such Hazardous Materials to the License Area and to  
25 remedy or repair any such injury or contamination. Without limiting any other rights or remedies of  
COUNTY under this License, LICENSEE shall pay the cost of any cleanup or remedial work  
27 performed on, under or about the License Area as required by this License or by applicable laws in  
connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials  
29 caused or permitted by LICENSEE or LICENSEE Parties. Notwithstanding the foregoing,  
LICENSEE shall not take any remedial action in response to the presence, discharge or release, of  
31 any Hazardous Materials on, under or about the License Area caused or permitted by LICENSEE or  
LICENSEE Parties, or enter into any settlement agreement, consent decree or other compromise  
33 with any governmental or quasigovernmental entity without first obtaining the prior written consent  
of the COUNTY. All work performed or caused to be performed by LICENSEE as provided for  
35 above shall be done in good and workmanlike manner and in compliance with plans, specifications,  
permits and other requirements for such work approved by COUNTY.

37 D. Indemnification for Hazardous Materials. To the fullest extent permitted by law, LICENSEE hereby  
39 agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to COUNTY)  
COUNTY, its elected officials, officers, employees, agents and independent contractors and the  
License Area, from and against any and all liabilities, losses, damages (including, but not limited,  
41 damages for the loss or restriction on use of rentable or usable space or any amenity of the License  
Area or damages arising from any adverse impact on marketing of the License Area), diminution in  
43 the value of the License Area, judgments, fines, demands, claims, recoveries, deficiencies, costs and  
expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and  
45 all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising  
directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal  
47 or transportation of Hazardous Materials on, into, from, under or about the License Area by  
LICENSEE or LICENSEE's Parties. The foregoing indemnity shall also specifically include the cost  
49 of any required or necessary repair, restoration, clean-up or detoxification of the License Area and

1 the preparation of any closure or other required plans.

3 **16. TOXIC MATERIALS (N)**

5 COUNTY hereby warrants and represents that COUNTY will comply with all laws and regulations relating  
7 to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter,  
9 including, but not limited to, those materials identified in Title 26 of the California Code of Regulations  
11 (collectively “Toxic Materials”). COUNTY shall be responsible for and shall defend, indemnify and hold  
13 CITY, its officers, directors, employees, agents, and representatives, harmless from and against all claims,  
15 costs and liabilities, including attorneys’ fees and costs arising out of or in connection with the storage, use,  
and disposal of Toxic Materials on the License Area by COUNTY. If the storage, use, and disposal of Toxic  
Materials on the License Area by COUNTY results in contamination or deterioration of water or soil  
resulting in a level of contamination greater than maximum allowable levels established by any  
governmental agency having jurisdiction over such contamination, COUNTY shall promptly take any and all  
action necessary to clean up such contamination.

17 Likewise, LICENSEE hereby warrants and represents that LICENSEE has in the past and will hereafter  
19 comply with all laws and regulations relating to the storage, use and disposal of Toxic Materials.  
LICENSEE shall be responsible for and shall defend, indemnify and hold COUNTY, its officers, directors,  
21 employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including  
23 attorneys’ fees and costs arising out of or in connection with the previous, current and future storage, use and  
disposal of Toxic Materials on the License Area (or building if the License Area comprises only a portion of  
said building) by LICENSEE. If the previous, current and future storage, use, and disposal of Toxic  
25 Materials on the License Area by LICENSEE results in contamination or deterioration of water or soil  
resulting in a level of contamination greater than maximum allowable levels established by any  
27 governmental agency having jurisdiction over such contamination, LICENSEE shall promptly take any and  
all action necessary to clean up such contamination.

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**17. NOTICES (AMLC-14.1 S)**

All notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be sent through the United States mail in the State of California duly registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above, COUNTY may also provide notices to LICENSEE by personal delivery, by regular mail, or by electric mail and any such notice so given shall be deemed to have been given upon receipt.

TO: COUNTY

TO: LICENSEE

County of Orange  
OC Community Resources  
1300 South Grand Ave., Bldg. B, 3<sup>rd</sup> Floor  
Santa Ana, CA 92705-4407

The Midnight Mission  
601 South San Pedro Street  
Los Angeles, CA 90014  
Attn: Nancy Neilson and/or Wes Ferris

With a copy to:

With a copy to:

County Executive Office  
Attention: Chief Real Estate Officer  
333 W. Santa Ana Boulevard, 3rd Floor  
Santa Ana, CA 92701

G. Michael Arnold  
Chief Executive Officer  
The Midnight Mission  
601 S. San Pedro Street  
Los Angeles, CA 90014

**18. EXECUTION IN PART (N)**

This License may be executed in counterparts, each of which, when both the Parties hereto have signed this License, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**19. ATTACHMENTS TO LICENSE (AMLC-15.1 S)**

This License includes the following, which are attached hereto and made a part hereof:

I. GENERAL CONDITIONS

II. EXHIBITS

Exhibit A – License Description

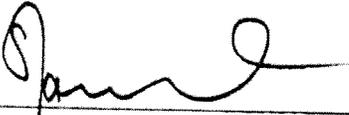
Exhibit B – Floor Plan

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1 WITNESS WHEREOF, the parties have executed this License on the date first above written.

3 APPROVED AS TO FORM:  
4 OFFICE OF COUNTY COUNSEL  
5 ORANGE COUNTY, CALIFORNIA

LICENSEE

7  
8  
9 By  \_\_\_\_\_  
10 Deputy County Counsel

By \_\_\_\_\_

11 Date: 9/26/16

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COUNTY

COUNTY OF ORANGE

\_\_\_\_\_  
Scott Mayer, Chief Real Estate Officer

**GENERAL CONDITIONS (AMLC-GC 1-17 S)****1. PERMITS AND LICENSES (AMLC - GC2 S)**

LICENSEE shall be required to obtain any and all permits and/or licenses which may be required in connection with the operation of the License Area as set out herein. No permit, approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit LICENSEE's obligations hereunder, nor shall any approvals or consents given by COUNTY, as a Party to this License, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

**2. SIGNS (AMLC-GC3 S)**

LICENSEE agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon License Area except as approved by the OCCR Director unapproved signs, banners, flags, etc., may be removed.

**3. LICENSE ORGANIZATION (AMLC-GC4 S)**

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

**4. AMENDMENTS (AMLC-GC5 S)**

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

**5. UNLAWFUL USE (AMLC-GC6 S)**

LICENSEE agrees no improvements shall be erected, placed upon, operated, nor maintained on the License Area, nor any business conducted or carried on therein or there from, in violation of the terms of this License, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

**6. INSPECTION (AMLC-GC7 S)**

COUNTY or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this License are being complied with.

**7. INDEMNIFICATION (AMLC-GC8 S)**

LICENSEE hereby waives all claims and recourse against COUNTY including the right of contribution for loss or damage of persons or property arising from, growing out of, or in any way connected with or related to this License except claims arising from the concurrent active or sole negligence of COUNTY, its officers, agents, and employees. LICENSEE hereby agrees to indemnify, hold harmless, and defend with counsel acceptable to COUNTY, its officers, agents, and employees against any and all claims, loss, demands, damages, cost, expenses, or liability costs arising out of the operation, use, or maintenance of the property described herein, and/or LICENSEE's exercise of the rights under this License, except for liability arising out

1 of the concurrent active or sole negligence of COUNTY, its officers, agents, or employees, including the cost  
2 of defense of any lawsuit arising there from.

3  
4 In the event COUNTY is named as co-defendant, LICENSEE shall notify COUNTY of such fact and shall  
5 represent COUNTY with counsel acceptable to COUNTY in such legal action unless COUNTY undertakes  
6 to represent itself as co-defendant in such legal action, in which event LICENSEE shall pay to COUNTY its  
7 litigation costs, expenses, and attorney's fees. In the event judgment is entered against COUNTY and  
8 LICENSEE because of the concurrent active negligence of COUNTY and LICENSEE, their officers, agents,  
9 or employees, an apportionment of liability to pay such judgment shall be made by a court of competent  
10 jurisdiction. Neither Party shall request a jury apportionment.

#### 11 **8. TAXES AND ASSESSMENTS (AMLC-GC9 S)**

12 Although not anticipated, should this License create a possessory interest which is subject to the payment of  
13 taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not  
14 limited to said possessory interest tax) which become due and payable in connection with this License or  
15 upon fixtures, equipment, or other property used in connection with this License, shall be the full  
16 responsibility of LICENSEE, and LICENSEE shall cause said taxes and assessments to be paid promptly.

#### 17 **9. PARTIAL INVALIDITY (AMLC-GC10 S)**

18 If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to  
19 be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect  
20 and shall in no way be affected, impaired, or invalidated thereby.

#### 21 **10. WAIVER OF RIGHTS (AMLC-GC11 S)**

22 The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of  
23 this License shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be  
24 deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the  
25 License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or  
26 condition of the License. Any waiver, in order to be effective, must be signed by the Party whose right or  
27 remedy is being waived.

#### 28 **11. CONDITION OF LICENSE AREA UPON TERMINATION (AMLC-GC12 S)**

29 Except as otherwise agreed to herein, upon termination of this License, LICENSEE shall redeliver  
30 possession of said License Area to COUNTY in substantially the same condition that existed immediately  
31 prior to LICENSEE's entry thereon, reasonable wear and tear, flood, earthquakes, and any act of war  
32 excepted.

#### 33 **12. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMLC-GC13 S)**

34 If LICENSEE abandons the License Area or is dispossessed thereof by process of law or otherwise, title to  
35 any personal property belonging to LICENSEE and left on the License Area ten (10) days after such event  
36 shall be deemed, at COUNTY's option, to have been transferred to COUNTY. COUNTY shall have the  
37 right to remove and to dispose of such property without liability there from to LICENSEE or to any person  
38 claiming under LICENSEE, and shall have no need to account therefore.

**13. TIME OF ESSENCE (AMLC-GC14 S)**

Time is of the essence of this License. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

**14. NO ASSIGNMENT (AMLC-G15 S)**

The License granted hereby is personal to LICENSEE and any assignment of said license by LICENSEE, voluntarily or by operation of law, shall automatically terminate the License granted hereby.

**15. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (AMLC-GC16 S)**

In order to comply with child support requirements of the County of Orange, LICENSEE hereby furnishes COUNTY's OCCR Director, COUNTY's standard form, Child Support Enforcement Certification Requirements. COUNTY acknowledges receipt of the aforementioned form, which contains the following information:

- a) In the case where LICENSEE is doing business as an individual, LICENSEE's name, date of birth, Social Security number, and residence address;
- b) In the case where LICENSEE is 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 ten (10) percent or more in the contracting entity;
- c) A certification that LICENSEE has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d) A certification that LICENSEE has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of LICENSEE to continuously 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 this License. Failure to cure such breach within sixty (60) calendar days of notice from COUNTY's shall constitute grounds for termination of this License.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and will not be used for any other purpose.

**16. RIGHT TO WORK AND MINIMUM WAGE LAWS (AMLC-GC17 S)**

In accordance with the United States Immigration Reform and Control Act of 1986, LICENSEE shall require its employees that directly or indirectly service the License Area or terms and conditions of this License, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. LICENSEE shall also require and verify that its contractors or any other persons servicing the License Area or terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, LICENSEE shall pay no less than the greater of the Federal or

1 California Minimum Wage to all its employees that directly or indirectly service the License Area, in any  
2 manner whatsoever. LICENSEE shall require and verify that all its contractors or other persons servicing the  
3 License Area on behalf of LICENSEE also pay their employees no less than the greater of the Federal or  
4 California Minimum Wage.

5 LICENSEE shall comply and verify that its contractors comply with all other Federal and State of California  
6 laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of  
7 the License Area or terms and conditions of this License.

8 Notwithstanding the minimum wage requirements provided for in this clause, LICENSEE, where applicable,  
9 shall comply with the prevailing wage and related requirements pursuant to the provisions of Section 1773 of  
10 the Labor Code of the State of California.

### 11 **17. BEST MANAGEMENT PRACTICES (AMLC 15.1 S)**

12 LICENSEE and all of LICENSEE's, agents, employees and contractors shall conduct operations under this  
13 License so as to assure that pollutants do not enter municipal storm drain systems which systems are  
14 comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater  
15 Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used  
16 herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors,  
17 bays and oceans).

18 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant  
19 Discharge Elimination System ("**NPDES**") permits ("**Stormwater Permits**") to the County of Orange, and  
20 to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter  
21 collectively referred to as "**County Parties**") which regulate the discharge of urban runoff from areas within  
22 the County of Orange, including the License Area. The County Parties have enacted water quality  
23 ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the  
24 Stormwater Drainage System.

25 To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have  
26 developed a Drainage Area Management Plan ("**DAMP**") which includes a Local Implementation Plan  
27 ("**LIP**") for each jurisdiction that contains Best Management Practices ("**BMP(s)**") that parties using  
28 properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure,  
29 or structural control that is used for a given set of conditions to manage the quantity and improve the quality  
30 of stormwater runoff in a cost effective manner. These BMPs are found within the COUNTY's LIP in the  
31 form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP  
32 Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "**BMP Fact Sheets**")  
33 and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and  
34 minimize the impact of pollutants on stormwater runoff.

35 The use under this License does not require BMP Fact Sheets.

### 36 **18. PAYMENT CARD COMPLIANCE (AMLC-G15 S)**

37 Should LICENSEE conduct credit/debit card transactions in conjunction with their business with the  
38 COUNTY, on behalf of the COUNTY, or as part of the business that they conduct, LICENSEE covenants  
39 and warrants that it is currently Payment Card Industry Data Security Standard ("**PCI DSS**") and Payment  
40 Application Data Security Standards ("**PA DSS**") compliant and will remain compliant during the entire  
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duration of this License. LICENSEE agrees to immediately notify COUNTY in the event LICENSEE should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.

Upon demand by COUNTY, LICENSEE shall provide to COUNTY written certification of LICENSEE's PCI DSS and/or PA DSS compliance.

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**EXHIBIT A**

**LICENSE DESCRIPTION (10.1 S)**

PROJECT NO: OCCR-HRC-COURTYARD-2016  
PROJECT: Courtyard Transitional Center

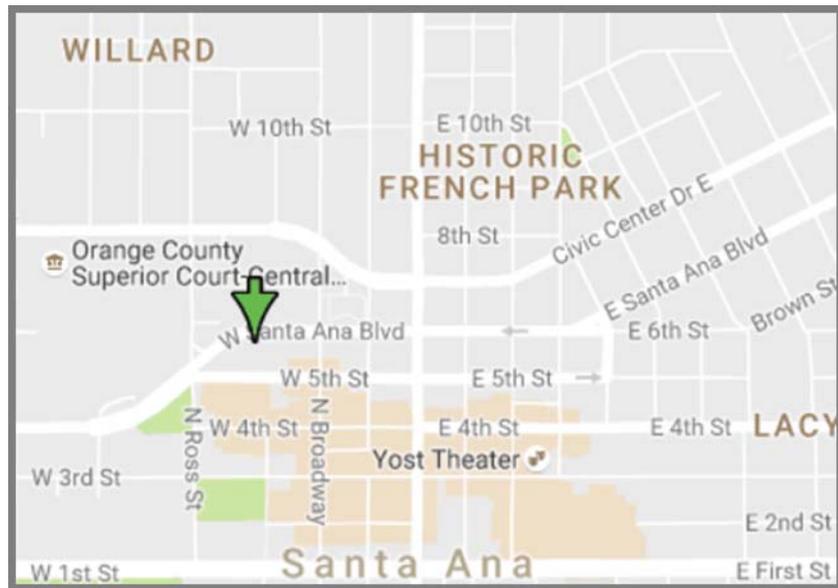
WRITTEN BY: Heather Condon  
DATE: September 22, 2016

All the License Area shown on a plot plan marked Exhibit B, attached hereto and made a part hereof, being that certain building located at 400 W. Santa Ana Boulevard in Santa Ana, comprising approximately forty-four thousand eight hundred ninety-two (44,892) square feet of space, located on Assessor's Parcel Number 398-252-07.

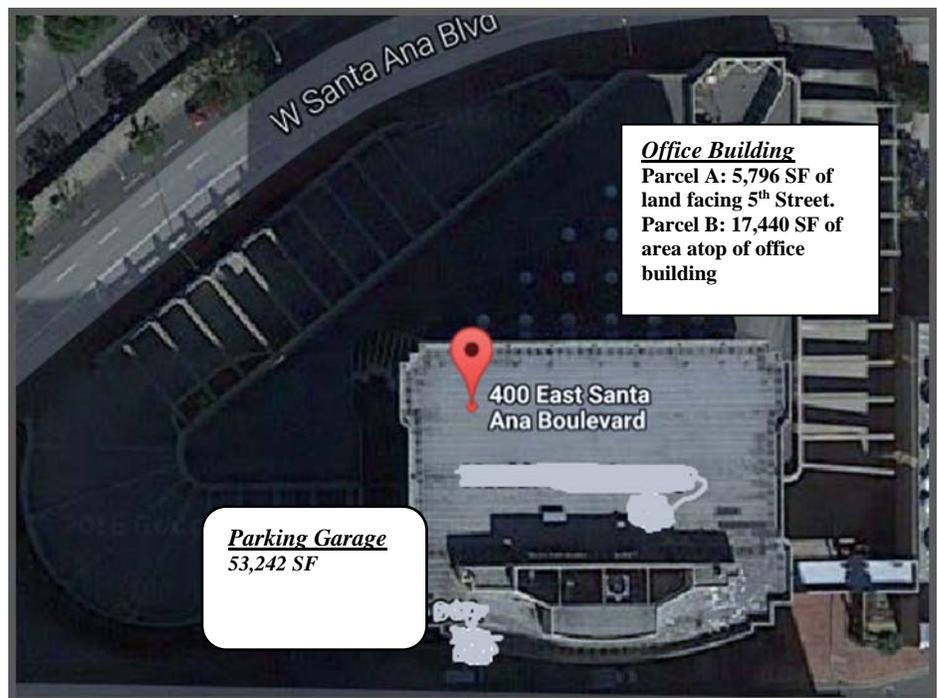
**NOT TO BE RECORDED**

**EXIHIBT B**

**Location  
Map**



**OCCR Courtyard  
Transitional Center**  
400 W. Santa Ana  
Boulevard in Santa Ana



## Real Property Conveyance Questionnaire\* for ASR

(\*Applies to sale, lease, license, or easement of County or District owned assets)

### Instructions:

- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure County leadership is fully informed.
- Insert the complete answer after each question below.
- When completed, save and include as an Attachment to your ASR.
- In the body of the ASR focus on the considerations relevant to the decision.
- If you need assistance, please contact CEO Real Estate.

1. What property interest is being considered for conveyance (e.g. fee, lease, license, easement)? – Emergency homeless shelter located at the Courtyard Transitional Center (formerly Santa Ana Transit Terminal) at 400 W. Santa Ana Boulevard in Santa Ana.
  - a) Why is this property being considered for lease, license, sale or other conveyance? – This is a Board of Supervisors directive to open the Courtyard Transitional Center by October 1, 2016 to The Midnight Mission to provide services to the homeless population living at the Civic Center.
  - b) How and who identified this property as a potential conveyance? – The County recently purchased this property for the initial purpose of opening it as an emergency homeless shelter and coordination of services to the homeless.
  - c) What factors are key in recommending this property for conveyance? – This is a Board of Supervisors directive to open the Courtyard Transitional Center by October 1, 2016, to The Midnight Mission, a California non-profit corporation, to provide services to the homeless living in the Civic Center.
  - d) How does the proposed conveyance fit into the County's/District's strategic or general plan? – The use of this property as an emergency homeless shelter and for coordination of services to the homeless supports the County's efforts to address homeless needs in the Civic Center.
  - e) What are the short and long term anticipated uses of the property? – The property will be used for an emergency homeless shelter and for coordination of services to the homeless.
  - f) Are there any limitations on the use of the property in the conveyance documents? – The property can only be used for a food and beverage concession during the license term.
2. What analysis has been performed as to whether to convey the proposed real property interest? – The County owns the property.
  - a) Have there been any internally or externally prepared reports regarding this property conveyance? – N/A.
  - b) Who performed the analysis? – N/A.
  - c) Provide details about the analysis and cost/benefit comparison. – N/A.
3. How was the conveyance price, or lease/license rent, determined? – In exchange for services provided by the tenant to the homeless living in the Civic Center, the County is not charging rent.
  - a) Who performed the appraisal or market study and what certifications do they possess? – N/A.
  - b) How does the price/rent compare with comparable properties? – N/A.
  - c) Does the setting of the price/rent follow industry standards and best practices? – N/A.
  - e) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable. - County is responsible for repairing and maintaining the premises including the provision of portable restrooms and shower facilities and all utilities. The County's costs for staff time and direct maintenance has not yet been established.
4. What additional post-conveyance remodeling or upgrade costs will be needed for the property to meet its intended use? – None.
  - a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? – N/A

- b) Include estimates of the costs. – N/A
  - c) What entity will be responsible for the costs? – N/A
5. Can the County terminate the sale/easement, lease/license? – Yes.
- a) What would be necessary to terminate the agreement and when can it be terminated? - County can terminate the lease with 90 days prior written notice anytime during the license term.
  - b) Are there penalties to terminate the sale/easement, lease/license? – No.
6. What entity will be responsible for the payment(s)? – N/A.
- a) How will the funds received be used or applied? – N/A.
  - b) What fund number will the funds from the conveyance ultimately be deposited into? - N/A.
  - c) If restricted funds might be created or supplemented, check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.) - N/A.
  - d) If restricted funds might be created or supplemented, has County Counsel advised that the destination fund for the payment(s) is properly restricted? – N/A.
7. Does the proposed sale/easement, lease/license agreement comply with the CEO Real Estate standard language? – Yes.
- a) List any modified clauses and reasons for modification. – N/A.

8. If this is a lease, is it a straight lease, an operating lease, a lease with an option to purchase, or a capital lease (see details below)? - Straight license.

Capital Lease Determination: At the inception of any *potential* capital lease, it is important to contact the Auditor-Controller's Capital Asset Unit for further guidance to ensure proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County's Accounting Manual, Policy No. FA-1: *Accounting for Lease Purchases (Capital Leases)*, located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

- i) Lease transfers ownership to another party by the end of the term.
- ii) Lease contains an option for the other party to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example \$1 or \$1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)
- iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.\*
- iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.\*

\*Criteria iii) and iv) don't apply if the lease term begins in the last 25% of a property's estimated useful life.

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller's Capital Asset Unit at [capitalassets@ac.ocgov.com](mailto:capitalassets@ac.ocgov.com) .

OCCR-HRC-COURTYARD-2016  
Courtyard Transitional Center  
The Midnight Mission

## LICENSE SUMMARY

### COUNTY

County of Orange

### TENANT

The Midnight Mission, a California non-profit corporation

### PREMISES

The premises consists of 44,892 square feet of space known as the Courtyard Transitional Center located at 400 W. Santa Ana Boulevard in Santa Ana, formerly known as the Santa Ana Transit Terminal.

### PARKING

Tenant may use the available parking spaces on the premises for staff.

### USE

Tenant's use of the premises is limited to the operation of a sleeping area and supportive services to the homeless.

### TERM

The term of the license is one (1) year commencing on October 1, 2016.

### OPTION TO EXTEND TERM

The license automatically extends for one (1) one-year period on the same terms and conditions unless either party gives the other written notice of its intention not to extend with written notice 90 days prior to the expiration of the initial one-year term.

### OPTION TO TERMINATE LICENSE

Either party may terminate this lease at any time with 30 days prior written notice.

OCCR-HRC-COURTYARD-2016  
 Courtyard Transitional Center  
 The Midnight Mission  
 License Summary (continued)

RENT

Tenant will not be charged a rental fee.

SERVICES PROVIDED BY COUNTY

- All maintenance and repairs including HVAC, plumbing, electrical
- Provision of and maintenance and cleaning of portable restroom and shower facilities
- Lighting repair and maintenance
- Utilities including telephone, electricity, water, gas, and trash pick-up service
- Taxes

SERVICES PROVIDED BY TENANT

- Maintaining the premises in a neat, clean, safe, and sanitary condition

INSURANCE CARRIED BY TENANT

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability Insurance	\$1,000,000 per occurrence
Worker's Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Commercial Property Risk Insurance	100% of the Replacement Cost Value

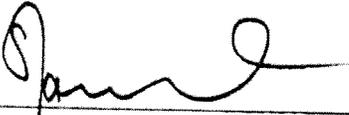
HOLDOVER

This License does not contain a holdover provision.

1 WITNESS WHEREOF, the parties have executed this License on the date first above written.

3 APPROVED AS TO FORM:  
4 OFFICE OF COUNTY COUNSEL  
5 ORANGE COUNTY, CALIFORNIA

LICENSEE

7  
8  
9 By  \_\_\_\_\_  
10 Deputy County Counsel

By \_\_\_\_\_

11 Date: 9/26/16

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COUNTY

COUNTY OF ORANGE

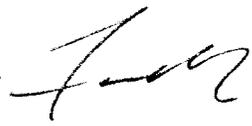
\_\_\_\_\_  
Scott Mayer, Chief Real Estate Officer



County Executive Office  
Memorandum

SCS 7

September 19, 2016

**To:** Robin Stieler, Clerk of the Board  
**From:** Frank Kim, County Executive Officer   
**Subject:** Request for Supplemental Closed Session on September 27, 2016

SEP 19 11 21 AM  
COUNTY EXECUTIVE OFFICE

**Accordingly, please prepare the Agenda item to read:**

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

Property Location: Orange County Flood Control District owned +/- 95 acre property located at the intersection of Mountain Avenue and Bickmore Avenue, Chino, CA  
County Negotiator: Scott D. Mayer, Chief Real Estate Officer  
Negotiating Party: Majestic Realty  
Under Negotiation: Terms and Value of Future Lease

**Recommended Action: Conduct Closed Session**

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



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- 8  
September 27, 2016

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

September 19, 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, September 27, 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: *Greenspot Residents Association, et al. v. City of  
Highland, et al.*, San Bernardino Superior Court Case Number  
CIVDS 1615280.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

TAM:nr

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

2016 SEP 19 PM 2:58  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS



2016 SEP 21 PM 3:02

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  
September 27, 2016

MEMORANDUM

September 21, 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, September 27, 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: *Sierra Club, et al. v. City of Highland, et al.*, San  
Bernardino Superior Court Case Number CIVDS 1615347.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

TAM:nr

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