ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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

April 12, 2022

PRESENTATIONS

Chairman Chaffee will be presenting a resolution proclaiming April as "Distracted Driving Awareness Month"

Supervisor Foley will be presenting a resolution proclaiming April 24 as "Armenian Genocide Remembrance Day"

CONSENT

3. Deleted

DISCUSSION

14. Deleted

18. Revised Title to read:
Health Care Agency - Approve amendment 2 to renew agreement MA-042-20010220 with Child Guidance Center, Inc. for behavioral health services for military families, 7/1/22 – 6/30/22 ($1,000,000; cumulative total $4,000,000); renewable for one additional one-year term; and authorize County Procurement Officer or Deputized designee to execute amendment - District~~s~~ 2 ~~and 3~~

27. **Health Care Agency -** Ratify submission of joint application as co-applicant with National Community Renaissance of California to California Department of Housing and Community Development for California Housing Accelerator Program funding for development of Santa Angelina Senior Project, Placentia ($17,415,777); adopt resolution authorizing Director or designee to execute *agreement, California Housing Accelerator* standard agreement and *No Place Like Home Standard agreement with California Department of Housing and Community Development for Santa Angelina Senior project* ~~related documents under certain conditions~~ - District 4

40. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted *by Sheriff-Coroner, District Attorney, Health Care Agency, Social Services Agency and OC Community Resources, and ratify grant application/award submitted by Sheriff-Coroner* in 4/12/22 grant report and other actions as recommended*; adopt resolution authorizing Sheriff-Coroner or designee to execute and submit grant application to U.S. Department of Homeland Security, Federal Emergency Management Agency through California Office of Emergency Services for FY 2021 Hazard Mitigation Grant Program ($500,000); adopt resolution authorizing District Attorney or designee to execute grant award agreement and amendments with California Office of Emergency Services for Unserved/Underserved Victim Advocacy and Outreach Program, 1/1/22 - 12/31/22 ($228,334); and making California Environmental Quality Act and other findings; adopt resolution approving standard agreement HI-2122-22 Amendment 1 with California Department of Aging for Older Americans Act Programs, effective upon Board approval through 3/31/24 ($1,089,434); and authorizing OCCR Director or designee to execute amendment and related documents under certain conditions* - All Districts

Document last updated: 4/12/2022 8:13 AM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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

Items: 27 and 40

Supplemental Item(s)

S42A. **Chairman Chaffee** - Adopt resolution supporting Federal PFAS legislation that protects ratepayers and water/wastewater agencies

S42B. Deleted
Chairman Chaffee - Adopt resolution welcoming Afghan Refugees and thanking all community partners who support their resettlement

S42C. **Chairman Chaffee** - Approve addition of Superhero Ball hosted by Women's Transitional Center to County Events Calendar and make related findings per Government Code Section 26227

S42D. **Supervisor Foley** - Direct CEO to develop a plan and ordinance for County of Orange to prohibit purchase and use of food service products produced with Expanded Polystyrene within County Government facilities

S42E. **OC Community Services - Acting as the Orange County Housing Authority** - Approve increase in initial term for Housing Assistance Payment contract to previously committed 43 Project Based Housing Choice Vouchers for The Crossroads at Washington project from 15 to 20 years; authorize Executive Director of Orange County Housing Authority to execute a Housing Assistance Payment contract and related documents; **Acting as the Board of Supervisors** - Approve subordination at permanent financing ($2,280,701) to amortized first trust deed conventional permanent loan ($9,730,000) and authorize subordination of additional senior debt up 100% of cumulative loan-to-value based on as-built appraised market value, if necessary, based on any future changes in project financing; authorize Director or designee to execute related documents; approve Ground Lease Agreement with Washington Santa Ana Housing Partners, L.P. for revised indemnity language, to plan, design, fund, construct, renovate, market, operate, manage and maintain The Crossroads at Washington property, 65- year term; and authorize the Chief Real Estate officer or designee to execute Ground Lease Agreement - District 2

S42F. **Sheriff-Coroner** - Approve amendment 3 to agreement MA-060-19011528 with Praeses LLC for consultant services for inmate telephone system services, 4/23/22 - 4/22/23 ($275,000; cumulative total $1,100,000); renewable for one additional one-year term; and authorize County Procurement Officer or Deputized designee to execute amendment - All Districts

Document last updated: 4/12/2022 8:13 AM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

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S42G. **Clerk of the Board** - Children and Families Commission of Orange County, also known as First 5, Orange County - Approve selection of one individual to the Health Category (annual alternating category); one individual to the Education Category and one individual to the Health Category, for terms ending 3/31/24 - All Districts

S42H. **Supervisor Bartlett** - Orange County Historical Commission - Appoint Bernie Svalstad, Corona del Mar, for term concurrent with 5th District Supervisor's term of office

SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Orange County Board of Education, Jade Ausmus v. Orange County Committee on School District Organization; Orange County Registrar of Voters, and Does 1-10 OCSC Case No.: 30-2022-01242499-CU-WM-CJC

SCS4. **County Executive Office** - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957(b):
Title: Director of John Wayne Airport

SCS5. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Orange County Catholic Worker, et al. v. County of Orange, et al., United States District Court Case No. 8:18-cv-00155-DOC-(JDEx). David Ramirez, et al. v. County of Orange, United States District Court Case No. 8:18-cv-0220-DOC-(KESx)

Document last updated: 4/12/2022 8:13 AM

Continuation or Deletion Request

RECEIVED
2022 APR 12 AM 7:56
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: **04/11/2022**

To: Clerk of the Board of Supervisors

From: **Katrina Foley, Second District Supervisor** NA for KF

Re: ASR Control #: N/A, Meeting Date 04/12/2022 Agenda Item No. # 3

Subject: **Orange County Senior Citizens Advisory Council Appointment**

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

Comments:

☒ Request deletion of Agenda Item No. # 3

Comments: We are deleting this item after consultation with the Clerk of the Board's office

Continuation or Deletion Request

Date: **April 7, 2022**

To: Clerk of the Board of Supervisors

From: **Clayton Chau, Agency Director, Health Care Agency**

Re: ASR Control #: 22-000108, Meeting Date 4/12/22 Agenda Item No. # 14

Subject: **Assignment of Contract for Laboratory Equipment and Supplies**

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

Comments:

☒ Request deletion of Agenda Item No. # 14

Comments: The Contract was expired and not renewed.

Revision to ASR and/or Attachments

RECEIVED
2022 APR -4 PM 5:44
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: **April 1, 2022**

To: Clerk of the Board of Supervisors

CC: County Executive Office

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.04.04 12:05:05 -07'00'

From: **Clayton Chau, Agency Director, Health Care Agency** MD

Re: ASR Control #: 21-000976, Meeting Date 4/12/22 , Item No. # 18

Subject: Renewal Amendment No. 2 for Behavioral Health Services for Military Families

---

Explanation:

The Health Care Agency would like to update the District, Attachment A and C to reflect the correct address for the provider.

District: 2, ~~3~~

☐ Revised Recommended Action(s)

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

☒ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A - Amendment No. 2 to Agreement MA-042-20010220 for Behavioral Health Services for Military Families with Child Guidance Center, Inc.

Attachment C - Redline to Attachment A

AMENDMENT NO. 2
TO
AGREEMENT NO. MA-042-20010220
FOR
BEHAVIORAL HEALTH SERVICES FOR MILITARY FAMILIES

This Amendment ("Amendment No. 2") to Agreement No. MA-042-20010220 for Behavioral Health Services for Military Families Services is made and entered into on July 1, 2022 ("Effective Date") between Child Guidance Center, Inc. ("Contractor"), with a place of business at 525 N. Cabrillo Park Drive, Suite 300, Santa Ana, CA 92701, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Agreement No. MA-042-20010220 for Behavioral Health Services for Military Families Services, effective July 1, 2019 through June 30, 2022, in an amount not to exceed $3,000,000 ("Agreement"); and

WHEREAS, the Parties executed Amendment No. 1 to include Federal Emergency Management Agency (FEMA) provisions and to increase contract amount by $39,550 for Covid-19 related needs, effective September 30, 2020 through December 30, 2020 to allow invoicing for Covid-19 related expenditures; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to amend Paragraph VII. and Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a term of one (1) year, effective July 1, 2022, through June 30, 2023, in an amount not to exceed $1,000,000 for this renewal term, for a revised cumulative contract total amount not to exceed $4,000,000, renewable for one additional one-year term.

2. Page 4, Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

   "Term: July 1, 2019 through June 30, 2023

   Period One means the period from July 1, 2019 through June 30, 2020

   Period Two means the period from July 1, 2020 through June 30, 2021

   Period Three means the period from July 1, 2021 through June 30, 2022

   Period Four means the period from July 1, 2022 through June 30, 2023

Amount Not to Exceed:

Period One Maximum Obligation:	$1,000,000
Period Two Maximum Obligation:	1,000,000
Period Three Maximum Obligation:	1,000,000
Period Four Maximum Obligation:	1,000,000
TOTAL MAXIMUM OBLIGATION:	$4,000,000"

3. All references in the Contract to the term "Maximum Obligation" shall be deleted and replaced with the term "Amount Not to Exceed".

4. Paragraph VII. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) of the Contract is deleted in its entirety and replaced with the following:

   "A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for Period One, Period Two, Period Three, and Period Four, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report."

5. Exhibit A, Paragraph II. Budget, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

"A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	PERIOD FOUR
ADMINISTRATIVE COSTS	
Indirect Costs	$ 130,435

SUBTOTAL ADMINISTRATIVE COSTS	$ 130,435
PROGRAM COSTS	
Salaries	$ 464,880
Benefits	120,868
Services and Supplies	115,281
Subcontracts	$ 168,536
SUBTOTAL PROGRAM COSTS	$ 869,565
TOTAL GROSS COSTS	$1,000,000
REVENUE	
MHSA	$1,000,000
TOTAL REVENUE	$1,000,000
TOTAL AMOUNT NOT TO EXCEED	$1,000,000”

This Amendment No. 2 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 2 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

N WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: CHILD GUIDANCE CENTER, INC.

Lori Pack	CEO
Print Name	Title
DocuSigned by: Lori Pack 503EEED3EA41412...	3/10/2022
Signature	Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Deputized Designee Authorized Signature:

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

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

Massoud Shamel	Deputy County Counsel
Print Name	Title
DocuSigned by: Massoud Shamel 79055CA571A94F8...	3/10/2022
Signature	Date

AMENDMENT NO. ~~1~~2
TO
AGREEMENT NO. MA-042-20010220
FOR
BEHAVIORAL HEALTH SERVICES FOR MILITARY FAMILIES

This Amendment ("Amendment No. ~~1~~2") to Agreement No. MA-042-20010220 for Behavioral Health Services for Military Families Services is made and entered into on ~~September 30, 2020~~July 1, 2022 ("Effective Date") between Child Guidance Center, Inc. ("Contractor"), with a place of business at 525 N. Cabrillo Park Drive, Suite 300, Santa Ana, CA 92701, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Agreement No. MA-042-20010220 for Behavioral Health Services for Military Families Services, effective July 1, 2019 through June 30, 2022, in an amount not to exceed $3,000,000 ("Agreement"); and

WHEREAS, ~~on February 26, 2020, the County's Health Officer declared a local health emergency in response to the novel coronavirus (named "COVID-19") emergency and outbreak threat in Orange County, as necessary for the preservation of public health and safety; and~~

~~**WHEREAS**, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County's Health Officer; and~~

~~**WHEREAS**, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in the State of California as a result of the COVID-19 emergency and outbreak; and~~

~~**WHEREAS**, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and~~

~~**WHEREAS**, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and~~

~~**WHEREAS**, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and~~

~~**WHEREAS**, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local~~

~~governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and~~

~~**WHEREAS**, the Guide identifies the services described herein as an eligible cost during emergencies; and~~

~~**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27th, 2020; and~~

~~**WHEREAS**, the CARES Act established the Coronavirus Relief Fund and the County received an allocation of funds from the Coronavirus Relief Fund under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act; and~~

~~**WHEREAS**, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the CARES Act, provides that payments from the CARES Act funds may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and~~

~~**WHEREAS**, County is in need of the services described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and~~

~~**WHEREAS,**~~ the Parties ~~now desire to enter into this~~executed Amendment No. 1 to include Federal Emergency Management Agency (FEMA) provisions and to increase contract amount by $39,550 for Covid-19 related needs~~ for the term of~~, effective September 30, 2020 through December 30, 2020 to allow invoicing for Covid-19 related expenditures; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to amend Paragraph VII. and Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County~~, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein,~~ agree to amend the ~~Agreement~~Contract as follows:

1. ~~Table below~~The Contract is ~~added~~renewed for a term of one (1) year, effective July 1, 2022, through June 30, 2023, in an amount not to ~~the~~exceed $1,000,000 for this renewal term, for a revised cumulative contract total amount not to exceed $4,000,000, renewable for one additional one-year term.

2. Page 4, Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

"Term: July 1, 2019 through June 30, 2023

Period One means the period from July 1, 2019 through June 30, 2020

Period Two means the period from July 1, 2020 through June 30, 2021

Period Three means the period from July 1, 2021 through June 30, 2022

Period Four means the period from July 1, 2022 through June 30, 2023

Amount Not to Exceed:

Period One Maximum Obligation: $1,000,000

Period Two Maximum Obligation: 1,000,000

Period Three Maximum Obligation: 1,000,000

Period Four Maximum Obligation: 1,000,000

TOTAL MAXIMUM OBLIGATION: $4,000,000"

3. All references in the Contract to the term "Maximum Obligation" shall be deleted and replaced with the term "Amount Not to Exceed".

4. Paragraph VII. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) of the Contract is deleted in its entirety and replaced with the following:

~~1.~~ "A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for Period One, Period Two, Period Three, and Period Four, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as ~~follows:~~stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report."

5. Exhibit A, Paragraph II. Budget, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

"A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes

only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	PERIOD FOUR
ADMINISTRATIVE COSTS	
Indirect Costs	$ 130,435
SUBTOTAL ADMINISTRATIVE COSTS	$ 130,435
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SUBTOTAL PROGRAM COSTS	$ 869,565
TOTAL GROSS COSTS	$1,000,000
REVENUE	
MHSA	$1,000,000
TOTAL REVENUE	$1,000,000
TOTAL AMOUNT NOT TO EXCEED	$1,000,000"

~~CFDA#~~	~~FAIN#~~	~~Program/Service Title~~	~~Federal Funding Agency~~	~~Federal Award Date~~	~~Federal Award Indirect Rate~~	~~Federal Award Amount~~	~~R&D Award (Y/N)~~
~~21.019~~	~~SLT012~~	~~Coronavirus Relief Fund (CRF)~~	~~US Department of Treasury~~	~~4/22/2020~~	~~N/A or 10% de minimis rate~~	~~$554,133,765~~	~~N~~

~~2. Paragraph 32 is added to the Agreement as follows:~~

"**Contract Work Hours And Safety Standards Act:**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

3. Paragraph 33 is added to the Agreement as follows:

"Clean Air Act And The Federal Water Pollution Control Act:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

4. Paragraph 34 is added to the Agreement as follows:

"**Suspension and Debarment:**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

5. Paragraph 35 is added to the Agreement as follows:

"**Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment C."

6. Paragraph 36 is added to the Agreement as follows:

"Procurement of Recovered Materials:

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7. Paragraph 37 is added to the Agreement as follows:

"Access To Records:

(1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

~~(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."~~

~~8. Paragraph 38 is added to the Agreement as follows:~~

~~**"Department of Homeland Security (DHS) Seal, Logo, And Flags:**~~

~~The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."~~

~~9. Paragraph 39 is added to the Agreement as follows:~~

~~**"Compliance with Federal Law, Regulations, And Executive Orders:**~~

~~This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."~~

~~10. Paragraph 40 is added to the Agreement as follows:~~

~~**"No Obligation by Federal Government:**~~

~~The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract."~~

~~11. Paragraph 41 is added to the Agreement as follows:~~

~~**"Program Fraud and False Or Fraudulent Statements Or Related Acts:**~~

~~The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."~~

~~12. Exhibit D, Attachment 1 is added to the Agreement.~~

~~This Amendment No. 1 modifies the Agreement~~This Amendment No. 2 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. ~~1~~2 and the ~~Agreement~~Contract, including all previous amendments, the terms and conditions of this Amendment No. ~~1~~2 shall prevail. In all other respects, the terms and conditions of the ~~Agreement~~Contract, including all previous amendments, not specifically changed by this Amendment No. ~~1~~2 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

~~IN~~N WITNESS WHEREOF, the Parties have executed this Amendment No. ~~1~~2. If ~~the company~~Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: CHILD GUIDANCE CENTER, INC.

Print Name	Title
Signature	Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Deputized Designee Authorized Signature:

Print Name	Deputy Purchasing Agent Title
Signature	Date

~~**ATTACHMENT D**~~

~~**CERTIFICATION REGARDING ANTI-LOBBYING**~~

~~Certification for Contracts, Grants, Loans, and Cooperative Agreements~~

~~The undersigned certifies, to the best of his or her knowledge and belief, that:~~

~~1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.~~

~~2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~

~~3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.~~

~~This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.~~

~~The Contractor, Western Youth Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.~~

~~_____~~

~~Signature of Contractor's Authorized Official~~

~~_____~~

~~Name and Title of Contractor's Authorized Official~~

~~_____~~

~~Date~~

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

	Deputy County Counsel
Print Name	Title
Signature	Date

Revision to ASR and/or Attachments

RECEIVED
2022 APR -6 PM 3:55
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: **April 5, 2022**

To: Clerk of the Board of Supervisors

CC: County Executive Office

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.04.06 09:38:47 -07'00'

From: **Clayton Chau, Agency Director, Health Care Agency**

Re: ASR Control #: 22-000308, Meeting Date 4/12/22 , Item No. # 27

Subject: Ratify Santa Angelina Senior California Housing Accelerator Funding Application

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Explanation:

The Health Care Agency would like to make the following edits and adding Attachment C -E.

☒ Revised Recommended Action(s)

1. Ratify the submission of the joint Application to California Department of Housing and Community Development with co-applicant and developer, National Community Renaissance of California, for $17,415,777 in California Housing Accelerator Program funding to finance the development of Santa Angelina Senior, located at 1314 North Angelina Drive, Placentia, and authorize Health Care Agency Director, or designee, to execute related California Housing Accelerator Program documents.

2. Approve and adopt the California Housing Accelerator Resolution ~~as contained in Attachment A authorizing and directing the following:~~ for Santa Angelina Senior as contained in Attachment A to authorize the Health Care Agency Director or designee to execute an agreement in amount not to exceed $17,415,777 with the California Department of Housing and Community Development and to participate in the California Housing Accelerator program.
3. Authorize Health Care Agency Director, or designee, to execute the California Housing Accelerator Standard Agreement for Santa Angelina Senior in substantial the form to the agreement contained in Attachment C upon concurrence by County Counsel.

4. Authorize Health Care Agency Director, or designee, to execute the No Place Like Home Standard Agreement for Santa Angelina Senior in substantial the form to the

agreement contained in Attachment D upon concurrence by County Counsel.

a. ~~To submit a joint Application to the California Department of Housing and Community Development in response to the California Housing Accelerator Project Solicitation for $17,415,777 in funding.~~
b. ~~To enter into, execute, and deliver an STD 213, Standard Agreement in an amount not to exceed $17,415,777, and any and all other documents required or deemed necessary or appropriate to secure the California Housing Accelerator Loan from the California Department of Housing and Community Development and to participate in the California Housing Accelerator program, and all amendments thereto.~~
c. ~~To be subject to the terms and conditions specified in the Standard Agreement, and that the California Housing Accelerator Project Solicitation and the Standard Agreement will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures, uses, and activities identified in the Standard Agreement.~~
d. ~~To execute the Application and the California Housing Accelerator Documents on behalf of the County of Orange as the Co-Applicant.~~

☒ Make modifications to the:

☐ Subject ☒ Background Information ☒ Summary ☐ Financial Impact

SUMMARY:

Ratification of the already submitted joint application for the California Housing Accelerator funding and authorization to execute the agreement with California Department of Housing and Community Development for Santa Angelina Senior project will help the County develop and extend affordability of permanent supportive housing for people with serious mental illness who are also experiencing homelessness, and expedite efforts to develop 2,700 units of permanent supportive housing in Orange County.

BACKGROUND INFORMATION:

Adding a paragraph before the last paragraph, along with edits to the last paragraph:

The two standard agreements with California Department of Housing and Community contain indemnification provisions that differ from County's standard indemnification provision, requiring the County to indemnify, defend with counsel and hold harmless the state against claims and liability that arise out of County's performance of these agreements. Risk Management has reviewed and approved these provisions.

HCA requests Board ratification of the submission of the grant application, approval and adoption of a resolution and authorization ~~of~~ for HCA Director or designee to execute

agreements with California Department of Housing and Community Development ~~for resolution~~ for the Santa Angelina Senior project in substantial form upon concurrence by County Counsel. ~~HCA will return to the Board to seek approval of any subsequent agreements for the Santa Angelina Senior project~~.

☒ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment C – California Housing Accelerator Program Standard Agreement Template
Attachment D – No Place Like Home Program Standard Agreement Template
Attachment E – Risk Assessment Forms

Agenda Item

AGENDA STAFF REPORT

40

ASR Control 21-001120

MEETING DATE:	04/12/22
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S):	Peter DeMarco (714) 834-5777
	Julie Bechtol (714) 834-2009

SUBJECT: Grant Applications/Awards Report

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

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

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

Current Fiscal Year Revenue: N/A

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

Prior Board Action: N/A

RECOMMENDED ACTION(S):

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

1.	Approve Ratified Grant Application – Orange County Sheriff Coroner – Toxicology Laboratory Automation and Efficiency Improvement – $356,312
2.	Approve Ratified Grant Application and Adopt Resolution – Orange County Sheriff Coroner – Hazard Mitigation – $500,000
3.	Approve Grant Application – Orange County Sheriff Coroner – Surrendered and Abandoned Vessel Exchange (SAVE) – $60,000
4.	Approve Grant Award and Adopt Resolution – District Attorney – Unserved/Underserved Victim Advocacy and Outreach Program – $228,334
5.	Approve Grant Award – Health Care Agency – Sexually Transmitted Diseases (STD) Prevention – $339,911
6.	Approve Grant Award – Health Care Agency – Children's Dental Disease Prevention and Local Oral Health Program – $3,749,050

7.	Approve Grant Application – Social Services Agency – State Block Grant Funds – $12,729,506
8.	Approve Grant Award – Orange County Community Resources – Continuum of Care Program – $12,062,004
9.	Approve Grant Award and Adopt Resolution – Orange County Community Resources – Health Insurance Counseling and Advocacy Program – $1,089,434
10.	Receive and File Grants Report.

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Grants Report
Attachment B - OCSD Hazard Mitigation Resolution
Attachment B - District Attorney Victim Advocacy Resolution
Attachment B - OCCR Health Insurance Counseling Resolution

Grants Report

DRAFT

County Executive Office/Legislative Affairs

April 12, 2022
Item No: 40

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 April 12, 2022 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 Ratified Grant Application – Orange County Sheriff Coroner – Toxicology Laboratory Automation and Efficiency Improvement – $356,312

2. Approve Ratified Grant Application and Adopt Resolution – Orange County Sheriff Coroner – Hazard Mitigation – $500,000

3. Approve Grant Application – Orange County Sheriff Coroner – Surrendered and Abandoned Vessel Exchange (SAVE) – $60,000

4. Approve Grant Award and Adopt Resolution – District Attorney – Unserved/Underserved Victim Advocacy and Outreach Program – $228,334

5. Approve Grant Award – Health Care Agency – Sexually Transmitted Diseases (STD) Prevention – $339,911

6. Approve Grant Award – Health Care Agency – Children's Dental Disease Prevention and Local Oral Health Program – $3,749,050

7. Approve Grant Application – Social Services Agency – State Block Grant Funds – $12,729,506

8. Approve Grant Award – Orange County Community Resources – Continuum of Care Program – $12,062,004

9. Approve Grant Award and Adopt Resolution – Orange County Community Resources – Health Insurance Counseling and Advocacy Program – $1,089,434

10. Receive and File Grants Report.

If you or your staff have any questions or require additional information on any of the items in this report, please contact Julie Bechtol at 714-834-2009.

ORANGE COUNTY
SHERIFF'S DEPARTMENT

EXTERNAL MEMO

To: County Executive Officer, Frank Kim

From: Acting Crime Laboratory Director, Stephanie Callian

Date: 3/31/22

RE: Request to Ratify Submission for Toxicology Laboratory Automation and Efficiency Improvement

CRIME LAB
ORANGE COUNTY, CALIFORNIA

This memo is submitted to request that the CEO place the subject grant application on the April 12, 2022, Board of Supervisors (Board) Meeting Agenda. The Orange County Crime Laboratory (OCCL) requests ratified approval of the grant submission as the OCCL was originally told they were ineligible to submit for this year's Toxicology Laboratory Automation and Efficiency through the California Highway Patrol's (CHP) Cannabis Tax Fund Program due to having been awarded the grant last year. The CHP received so few submissions this year they decided to open eligibility to those that had been awarded the previous year. The original deadline for this year's submission was February 23rd, 2022. The CHP notified the OCCL on February 18th that we were eligible for submission and that they extended the deadline to March 18th, 2022. Staff in the Forensic Chemistry Bureau put together a proposal and submitted online on March 16th, 2022.

Because we did not have time to seek Board approval prior to the deadline, we are asking for ratified approval to submit the grant application.

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	3/30/22		
Requesting Agency/Department:	Sheriff-Coroner Department		
Grant Name and Project Title:	Toxicology Laboratory Automation and Efficiency Improvement		
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Highway Patrol		
Application Amount Requested:	$356,312		
Application Due Date:	3/18/22		
Board Date when Board Approved this Application:			
Awarded Funding Amount:	NA		
Notification Date of Funding Award:	NA		
Is this an Authorized Retroactive Grant Application/Award? Yes (If yes, attach memo to CEO)			
Recurrence of Grant	New ☐	Recurrent ☒	Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	2021: $467,000		
Does this grant require CEQA findings?	Yes ☐		No ☒
What Type of Grant is this?	Competitive ☒		Other Type ☐ Explain:
County Match?	Yes ☐ Amount_____ or _____ %		No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A		
Will the grant/program create new part or full-time positions?	No		
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.		

The Orange County Crime Laboratory (OC Crime Lab) has worked collaboratively for a number of years to improve toxicological analysis and testimony on driving under the influence of drug (DUID) cases within the County of Orange. The laboratory has established standards of performance in both DUID testing and expert testimony that have been recognized at both the state and national level. To further improve the overall service to the County, the OC Crime Lab tests all blood samples obtained from traffic safety related incidents for drugs. To continue providing the County of Orange with up to date Toxicology services, the laboratory plans to replace aging equipment and expand capacity through grants funds provided by the California Highway Patrol. The cost for the total compensation for overtime and equipment is $356,312. The grant period is July 1, 2022 through June 30, 2024. The Orange County Crime Lab (OCCL) requests ratified approval of the grant submission as the OCCL was originally told they were ineligible to submit for this year's grant due to receiving the award last year. The CHP did not have enough applicants this year, so they opened the application three days prior to the initial closing (February 28, 2022), extending the due date to March 18, 2022. Staff at the Crime Lab did not have time to draft and submit before the next Board meeting.

CEO-Legislative Affairs Office
Grant Authorization eForm

Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☐ No ☒
Recommended Action/Special Instructions (Please specify below)	
Request the Board ratify the application to the California Highway Patrol for the Toxicology Laboratory Automation and Efficiency Improvement grant in the amount of $356,312 for the grant period July 1, 2022 through June 30, 2024. Resolution not required for this grant application.	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Bruce Lyle, blyle@ocsheriff.gov 714-834-4510	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Bruce Lyle, Assistant Director	

ORANGE COUNTY
SHERIFF'S DEPARTMENT

EXTERNAL MEMO

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.04.06 11:10:19 -07'00'

To: Frank Kim, County Executive Officer
From: Don Barnes, Sheriff-Coroner
Date: March 30, 2022
RE: Request to Ratify Grant Application – Hazard Mitigation Program

The Orange County Sheriff's Department, acting on behalf of the Orange County Operational Area, respectfully requests the ratification of a Hazard Mitigation Grant application for tsunami mitigation activities. This grant application is submitted through the California Office of Emergency Services (Cal OES) who will refer selected projects to the Federal Emergency Management Agency (FEMA) in late summer/early fall of 2022. If the application is approved by FEMA, an award would not be expected until 2023.

Cal OES set a deadline for applications of April 8, 2022. There are no Board of Supervisors meetings scheduled in advance of that date at which the Board can approve the grant application.

The project proposed in this application addresses a gap in tsunami monitoring capabilities that trigger local alert and warning of coastal populations. A limited opportunity exists for this highly competitive grant program. The grant project proposed is anticipated to cost $500,000, with 75% federal funds and 25% local funds match required.

If you have any question about this grant, please contact Michelle Anderson at 714-628-7158 or manderson@ocsheriff.gov.

Thank you for your consideration of this request.

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	March 31, 2022		
Requesting Agency/Department:	Sheriff-Coroner Department		
Grant Name and Project Title:	Hazard Mitigation Grant Program (CFDA 97.039)		
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Federal Emergency Management Agency; California Office of Emergency Services		
Application Amount Requested:	$500,000		
Application Due Date:	April 8, 2022		
Board Date when Board Approved this Application:	N/A		
Awarded Funding Amount:			
Notification Date of Funding Award:			
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	No		
Recurrence of Grant	New ☒	Recurrent ☐	Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:			
Does this grant require CEQA findings?	Yes ☐	No ☒	
What Type of Grant is this?	Competitive ☒	Other Type ☐ Explain:	
County Match?	Yes ☒ 25 %	No ☐	
How will the County Match be Fulfilled? (Please include the specific budget)	Net County Cost Cash Match		
Will the grant/program create new part or full-time positions?	No		
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.		

The requested grant funds will support the design, purchase, and installation of tsunami monitoring equipment to support alert and warning activities for the Orange County coast.

Section 404 of the Stafford Act, 42 U.S.C. 5170c, authorizes the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). The key purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. For the 2021 HMGP, approximately $173 million in federal funding is available for eligible activities and projects to communities statewide.

The California Office of Emergency Services (CalOES) has confirmed that the proposed project is an eligible activity under the 5% Initiative. The 5% Initiative allows CalOES to use up to five percent of total

HMGP grant funds for projects that are difficult to evaluate using FEMA-approved cost-effectiveness methodologies, but which otherwise meet HMGP eligibility requirements

2021 FEMA HMGP sub-applicants must have a FEMA-approved and adopted local or tribal hazard mitigation plan (LHMP) prior to the FEMA Notice of Grant award. The County of Orange and Orange County Operational Area LHMP was adopted by the Orange County Board of Supervisors in November 2021 and approved by FEMA in December 2021.

Tsunami are a repetitive threat along the entire coast of California, with the potential to impact lives of residents and visitors, homes, businesses, and local infrastructure. In reviewing tsunami run-up maps, the entire 42 miles of the Orange County coastline could be impacted. Orange County has a documented history of tsunami watches, advisories, and warnings. The most significant have included tsunamis triggered in 2010 (Chile), 2011 (Japan), 2015 (Chile), 2018 (Alaska), and 2022 (Tonga).

The County has suffered repetitive impacts, including instituting protective measures for coastal communities. Coastal communities are densely populated, making evacuations especially difficult so the earlier tsunami data is gathered and relayed into alert and warning notification systems, the more resilient coastal communities can be. Following the 2022 Tonga Tsunami, the after action discussions as to why Orange County Tsunami Warnings were not lifted simultaneous to Los Angeles and San Diego counties was asserted to be because Orange County has no tsunami monitoring equipment providing data to the surveillance network.

This collaborative project will ensure that the equipment will be woven into the existing network of equipment installed along the California coast and integrated into monitoring and alerting protocols. The County hopes to partner with the University of California Scripps Institute of Oceanography and the National Oceanic and Atmospheric Administration to incorporate the equipment into the existing array of monitoring and alerting technologies. High-precision data from the equipment will be made available both for earthquake and tsunami study and to trigger alert and warning when incidents occur.

This innovative project will have the additional potential benefit of providing data to assess sea level rise that can then be leveraged to better inform climate adaptive strategies for coastal homes, businesses, and infrastructure.

If awarded, the performance period will be for 36 months. The Sheriff-Coroner Department is requesting the Board ratify the submission of the grant application because there were no Board dates between the time the Department received the opportunity to apply and the due date (April 8, 2022).

CalOES will refer selected projects to FEMA in late summer/early fall of 2022. If the application is approved by FEMA, an award would not be expected until 2023.

Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	Wendy Phillips, Deputy County Counsel, has reviewed and approved the attached draft Board Resolution.

Recommended Action/Special Instructions
(Please specify below)

1. Ratify authorization for the Sheriff-Coroner, or designee, to sign all necessary application documents required for the submission of the application and supporting documentation to CalOES and FEMA.

2. Adopt a resolution designating the Sheriff, or specified designee, as the Authorized Agent and authorizing the Sheriff, or specified designee, to execute any actions necessary for the purposes of obtaining federal financial assistance provided by FEMA and sub-granted through CalOES, if those

CEO-Legislative Affairs Office
Grant Authorization eForm

actions do not materially change the terms or amount of the County's commitment as it is reflected in the above-referenced grant application and assurances. A Board of Supervisors Resolution is required to appoint an agent authorized to execute any actions necessary for the submission of the application and supporting documentation.

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Michelle Anderson 714-628-7158; manderson@ocsheriff.gov	

Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Michelle Anderson or designee	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
April 12, 2022

WHEREAS, the U.S. Department of Homeland Security, Federal Emergency Management Agency, through the California Office of Emergency Services, is providing Fiscal Year 2021 Hazard Mitigation Grant Program funding to sub-applicants to undertake critical mitigation measures to reduce the risk of loss of life and property from future disasters;

NOW, THEREFORE, BE IT RESOLVED this Board designate the following positions as the Authorized Agent to execute and submit to the Federal Emergency Management Agency and the California Office of Emergency Services, on behalf of the County of Orange, the Fiscal Year 2021 Hazard Mitigation Grant Application for assistance in the amount of $500,000:

- Sheriff-Coroner
- Undersheriff
- Assistant Sheriff
- Executive Director

BE IT FURTHER RESOLVED this Board authorizes the above-listed positions to execute, on behalf of the County of Orange, a public entity established under the laws of the State of California, any actions necessary for obtaining federal financial assistance provided by the U.S. Department of Homeland Security Federal Emergency Management Agency and sub-granted through the State of California, if those actions do not materially change the terms or amounts of the County's commitment as it is reflected in the above-referenced grant application and assurances.

BE IT FURTHER RESOLVED that this Board will provide 25% funding match to any grant funds awarded to and retained by the County of Orange if a grant award is approved and received.

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	March 22, 2022
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	Surrendered and Abandoned Vessel Exchange (SAVE) Grant
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State of California, Division of Boating and Waterways
Application Amount Requested:	$60,000
Application Due Date:	April 29, 2022
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	N/A
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	2018/2019: $40,000.00 2020/2021: $50,000.00 2021/2022: $60,000.00
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☒ 10% or $6,000 in-kind match. No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	The required match may be in cash or through in-kind contributions. For past grant years OCSD has satisfied the match requirement through in-kind contributions, such as, personnel hours (verifiable base net hourly rates only) and excess expenses above and beyond the grant amount of $6,000.00 such as storage, removal, etc. If the grant is awarded, OCSD plans as in-kind contribution to achieve the matching requirement.
Will the grant/program create new part or full-time positions?	No.
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The proactive Vessel Turn-In Program (VTIP) grant was created in 2010 as a solution to prevent abandoned vessels before they happen. By providing an easy and accessible alternative for boat owners to surrender an unwanted vessel to a participating agency instead of abandonment, this program eliminates the expensive, complicated, and time-consuming adjudication and removal process that abandoned vessels often require. Moreover, the VTIP also works to safeguard public and boater safety by preventing the risk of harmful water hazards and protecting the environment by avoiding discharges of oils, gas, sewage, and other toxic pollutants that may leak from an abandoned vessel into the waterways and fragile habitats.

The City of Newport has covered abandoned vessels' costs but has recently taken on more responsibility. With that, the City of Newport requires more of its available funding to cover its current obligations, and the County will need funding to cover the cost of removing some of the abandoned vessels. The $60,000 in Surrendered and

CEO-Legislative Affairs Office
Grant Authorization eForm

Abandoned Vessel Exchange (SAVE) grant funding from the Division of Boating and Waterways will cover the County's cost for removing abandoned vessels. The grant requires an in-kind or cash match of 10%. The Sheriff-Coroner Department plans to use funding and in-kind activities for the required match. This grant is a fund for a two-year cycle, with the first year commencing October 1, 2022, and ending on September 30, 2024. There will be no change in the net General Fund cost and no additional staff. If the application is approved, the Sheriff will submit the request for approval through the Board of Supervisors. Along with a resolution since it is a requirement by the funder to accept the funding.

Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☐ No ☒ If the application is approved, the Sheriff will return to the Board of Supervisors for approval of a grant resolution addressing the grant's requirements.

Recommended Action/Special Instructions
(Please specify below)

Authorize the Sheriff-Coroner or designee to sign all necessary application documents required for submitting the application to the Division of Boating and Waterways.

Wendy Phillips, Senior Deputy County Counsel, has reviewed the application.

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

Monique Vansuch, Administrative Manager
MVansuch@ocsheriff.gov
(714) 834-3201

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

Deputy Diamond Tann – DTann@ocsheriff.gov (949)723-1005 Ext 2

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☐ **GRANT APPLICATION /** ☒ **GRANT AWARD**

Today's Date:	March 31, 2022
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Unserved/Underserved Victim Advocacy & Outreach Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Governor's Office of Emergency Services
Application Amount Requested:	$228,334
Application Due Date:	October 29, 2021
Board Date when Board Approved this Application:	February 23, 2021
Awarded Funding Amount:	$228,334
Notification Date of Funding Award:	March 16, 2022
Is this an Authorized Retroactive Grant Application/Award? **No** (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 20-21; Applied for $228,052; Awarded $228,052
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No new position is required.
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The Unserved/Underserved Victim Advocacy & Outreach Program is supported by the Federal Victim of Crime Act. The program is designed to provide increased access to culturally appropriate victim services for unserved/underserved victims of crime. The District Attorney was awarded $228,334 to continue the program.

These grant funds will be utilized to support a specialized team within Waymakers to provide victims of gang violence and their families with support services, which include crisis intervention, emergency assistance, counseling, court support, community outreach and assistance with California Victim Compensation Board claims. The team consists of program directors, victim advocates and coordinators to assist victims.

Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	James Harman, Deputy County Counsel

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Recommended Action/Special Instructions (Please specify below)
Cal OES requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Board Resolution. 1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with CalOES accepting the grant award of $228,334 to continue the Unserved/Underserved Victim Advocacy & Outreach Program for fiscal year 2021-22. 2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award. 3. Adopt the Resolution to receive funds for the Unserved/Underserved Victim Advocacy & Outreach Program.

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Glenn Robison (714) 347-8778 glenn.robison@da.ocgov.com	

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

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

April 12, 2022

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

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

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CalOES for the Unserved/Underserved Victim Advocacy and Outreach Program, effective from January 1, 2022 to December 31, 2022, in the amount not to exceed $228,334.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the County's performance of this Grant Award Agreement, including civil court actions for damages. The State of California and Cal OES disclaim responsibility for any such liability.

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

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☐ **GRANT APPLICATION /** ☒ **GRANT AWARD**

Today's Date:	April 1, 2022
Requesting Agency/Department:	Health Care Agency/Clinical Services
Grant Name and Project Title:	Sexually Transmitted Diseases (STD) Prevention and Collaboration Grant
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH), STD Branch
Application Amount Requested:	$1,263,190
Application Due Date:	July 14, 2020
Board Date when Board Approved this Application:	June 23, 2020
Awarded Funding Amount:	$339,911 (7/1/21-6/30/22)
Notification Date of Funding Award:	March 25, 2022
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	$1,263,190 (7/1/19-6/30/24)
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Formula
County Match?	Yes ☐ Amount No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	N/A
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
The funds must be used to develop and implement innovative public health activities to monitor, investigate, and prevent Sexually Transmitted Diseases (STD) in collaboration with community-based organizations (CBOs) within the local health jurisdiction. Key strategic targets for STD prevention and control are: enhancement of surveillance and case follow up for syphilis cases; testing, treatment, partner services, and referrals to services for vulnerable and underserved clients at high risk for STD; and implementation of community-based services through partnerships between public health and CBOs. No less than 50 percent of the funds shall be provided to community-based organizations (CBOs) to accomplish these activities.	
Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☐ No ☒
Recommended Action/Special Instructions	

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(Please specify below)

The Health Care Agency (HCA) requests that the Board of Supervisors (Board) approve the Recommended Action authorizing the HCA to accept this amended Grant Agreement for the term of July 1, 2019 through June 30, 2024 in the amount of $1,603,101 and delegate authority to the HCA Director, or designee, to sign and execute the amended Grant Agreement and the Contractor Certification Clauses Form-4/2017. This amended Grant Agreement represents an additional funding amount of $339,911 for the period of July 1, 2021-June 30, 2022. The Agreement contains an indemnification provision that requires the County to indemnify and hold harmless the CDPH against claims that result from County's performance of the Agreement activities. This provision differs from the County's practice of requiring contractors to indemnify the County. CEO/Risk Management reviewed and approved this provision when the original agreement was approved.

The HCA respectfully requests that the Board take the following action:

1. Accept the Sexually Transmitted Disease (STD) Prevention and Collaboration grant additional funding of $339,911 for the period July 1 2021 – June 30, 2022.
2. Approve the amended Grant Agreement Number 19-10967-A1 and authorize the Health Care Agency Director, or designee, to execute the Agreement and such future amendments thereto that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement.
3. Authorize the Health Care Agency Director, or designee, to sign the amended Grant Agreement Number 19-10967-A1 and the Contractor Certification Clauses Form-4/2017.

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Margaret Bredehoft MBredehoft@ochca.com 714-834-3882	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Dr. Clayton Chau	

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☐ **GRANT APPLICATION /** ☒ **GRANT AWARD**

Today's Date:	3/24/2022
Requesting Agency/Department:	Health Care Agency/Health Promotion and Community Planning
Grant Name and Project Title:	Children's Dental Disease Prevention Program/Local Oral Health Program (LOHP)
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health/Office of Oral Health
Application Amount Requested:	$3,749,050
Application Due Date:	December 15, 2021
Board Date when Board Approved this Application:	July 27, 2021 (Annual Grants Form)
Awarded Funding Amount:	$3,749,050
Notification Date of Funding Award:	3/23/2022
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☒ Explain: Continuation of initial Local Oral Health Program grant funding initiative.
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	The original grant funding period was for January 1, 2018 – June 30, 2022. The total allocation for that period was $3,749,050. During FY 2021-22 one-time additional funding was applied for and received in the amount of $176,412 for a total five-year allocation total of $3,925,462.
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Allocation
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
This funding allows local health jurisdictions to continue implementation of the local and California Oral Health plans. Utilizing Prop 56 funding, this funding is intended to create and expand capacity to educate, prevent dental disease, and provide linkages to community clinical services.	
Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☐ No ☒
Recommended Action/Special Instructions (Please specify below)	
The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to accept this Grant Agreement for the term of July 1, 2022 through June 30, 2027 in the amount of $3,749,050 and delegate authority to the HCA Director, or designee, to sign and execute the following forms:	

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- A signed copy of the CDPH 1229 (12/21) (The Department is currently accepting digital signatures)
- Contractor Certification Clauses (CCC 04/2017)
- California Civil Rights Laws Attachment (DGS OLS 04 Rev. 01/17)

Authorize the Health Care Agency Director, or designee, to execute such future amendments to the Agreement referenced above that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial changes to the scope of work**.**

Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Margaret Bredehoft (714) 834-3882, MBredehoft@ochca.com	

Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Dr. Clayton Chau	

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☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	4/12/2022	
Requesting Agency/Department:	Social Services Agency	
Grant Name and Project Title:	State Block Grant Funds	
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Social Services	
Application Amount Requested:	$12,729,506	
Application Due Date:	4/30/2022	
Board Date when Board Approved this Application:	N/A	
Awarded Funding Amount:	N/A	
Notification Date of Funding Award:	N/A	
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)		
Recurrence of Grant	New ☒ Recurrent ☐	Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:		
Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: Non-competitive allocation
County Match?	Yes ☐ Amount_____ or _____ %	No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A	
Will the grant/program create new part or full-time positions?	No	
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.	

The Family First Prevention Services (FFPS) Program in California, established in Welfare and Institutions Code (WIC), Sections 16585 through 16589, supports the implementation of evidence-based prevention services to meet the needs of children and their families before they experience circumstances that result in entry into foster care. The FFPS Program aligns with the federal Family First Prevention Services Act enacted under Public Law 115-123 to allow states to access Title IV-E federal financial participation for the provision of specified evidence-based mental health, substance use and in-home parent skill-based services to children at imminent risk of entry into foster care; their parents or kin caregivers; and pregnant or parenting youth in foster care.

The California Department of Social Services (CDSS) released All County Letter (ACL) 22-23 on March 10, 2022, and County Fiscal Letter (CFL) 21/22-84 on March 11, 2022, notifying counties of a one-time appropriation of $222.4 million in the State Budget Act of 2021 (Chapter 240, Statutes of 2021) to implement a comprehensive prevention, early intervention and child well-being system of care.

A General Funds State Block Grant of $199 million will be allocated to counties who enter into a Title IV-E agreement with the state for the FFPS Program. The funds are to be spent by June 30, 2024, to fund county prevention activities consistent with state and federal requirements. Orange County has been allocated a total of $12,729,506 ($11,093,370 for the Social Services Agency (SSA) and $1,636,136 for the Probation Department (Probation)) for this purpose. SSA is partnering with Probation and will apply for the entire allocation amount of $12,729,506 on the application.

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To opt-in to the FFPS Program, the County is required to submit a Comprehensive Prevention Plan (CPP) by January 31, 2023, outlining intended primary, secondary and tertiary prevention and intervention strategies and services. SSA and Probation are collaborating to determine the components of the CPP, and funding from this State Block Grant will initially be used to formulate the plan for primary, secondary and tertiary services for children at risk of involvement with child welfare or probation.

SSA plans to return to the Board with a request to accept funding should the State Block Grant application be approved.

Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☐ No ☒

Recommended Action/Special Instructions
(Please specify below)

Authorize the Social Services Agency Director, or designee, to apply for the State Block Grant funds allocation in the amount of $12,729,506, which includes an allocation of $11,093,370 for the Social Services Agency and $1,636,136 for the Probation Department.

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

Debra Baetz, 714-541-7773, Debra.Baetz@ssa.ocgov.com

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

Debra Baetz, 714-541-7773, Debra.Baetz@ssa.ocgov.com

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☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	March 17, 2022	
Requesting Agency/Department:	OC Community Resources/Orange County Housing Authority	
Grant Name and Project Title:	Continuum of Care (CoC) Program	
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	United States Department of Housing and Urban Development	
Application Amount Requested:	$12,012,780	
Application Due Date:	September 27, 2021	
Board Date when Board Approved this Application:	May 11, 2021, Item #39	
Awarded Funding Amount:	$12,062,004	
Notification Date of Funding Award:	March 14, 2022	
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)		
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:	
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Since 1996, Orange County Housing Authority has competed for and been awarded CoC Program funding to operate permanent supportive housing.	2020 Awarded 12,012,780 *see below 2019 $9,684.696, Awarded $10,509,300 2018 $9,666,408, Awarded $10,008,696 2017 $9,063,624, Awarded $ 9,777,780 2016 $9,350,791, Awarded $ 9,350,791 2015 $8,802,452, Awarded $ 9,086,852
Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☒	Other Type ☐ Explain:
County Match?	Yes ☒ Amount____ or _25_ %	No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	At minimum, 25% of funds expended by the Orange County Housing Authority will be matched by the Orange County Health Care Agency under a Memorandum of Understanding.	
Will the grant/program create new part or full-time positions?	No	
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.	
The Continuum of Care (CoC) renewal grant funding will provide for affordable, permanent supportive housing assistance throughout the County of Orange and ongoing support to house approximately 550 homeless, and formerly homeless households that are comprised of at least one disabled family member. *In 2020, because of COVID-19, HUD did not issue a NOFA for OCHA to apply for the renewal funding of its 5 CoC projects. Rather HUD awarded renewal funding based on the 2019 grant information.		
Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☐ N/A	No ☒

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Recommended Action/Special Instructions (Please specify below)	
1. Authorize the OC Community Resources Director or designee to receive renewal of Continuum of Care Program grant funds in the amount of $12,062,004 and execute 2021 renewal grant agreements, as well as, all documents necessary to administer the Continuum of Care Program funded projects.	
2. Authorize the OC Community Resources Director or designee to execute Memorandums of Understanding and/or other related documents necessary to administer the Continuum of Care Program funded projects.	
Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Julia Bidwell - (714) 480-2991 julia.bidwell@occr.ocgov.com Dylan Wright – (714) 480-2788 dylan.wright@occr.ocgov.com	
Name of the individual attending the Board Meeting:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Dylan Wright - (714) 480-2788 dylan.wright@occr.ocgov.com Julia Bidwell - (714) 480-2991 julia.bidwell@occr.ocgov.com	

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☐ **GRANT APPLICATION /** ☒ **GRANT AWARD**

Today's Date:	March 28, 2022	
Requesting Agency/Department:	OC Community Resources/OC Community Services	
Grant Name and Project Title:	Health Insurance Counseling and Advocacy Program	
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Aging (CDA)	
Application Amount Requested:	$1,089,434	
Application Due Date:	May 3, 2021 – initial application date with CDA for the 5-year HICAP Grant	
Board Date when Board Approved this Application:	May 5, 2020	
Awarded Funding Amount:	$1,089,434	
Notification Date of Funding Award:	March 15, 2022	
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)		
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:	
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 2023 – 24: $622,517 FY 2022 – 23: $466,917 FY 2021 – 22: $621,867 FY 2020 – 21: $618,147 FY 2019 – 20: $588,187 FY 2018 – 19: $616,282 FY 2017 – 18: $606,707 FY 2016 – 17: $667,314 FY 2015 – 16: $657,542	
Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: HICAP funds are allocated from the Federal Government by the California Department of Aging (CDA) as a Formula Grant.
County Match?	Yes ☐	No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A	
Will the grant/program create new part or full-time positions?	No	
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.	
The Health Insurance Counseling and Advocacy Program (HICAP) provides free, unbiased, one-on-one counseling, along with education and assistance to individuals and their families on Medicare, Long-Term Care insurance, planning for Long-Term Care needs, and other health insurance related issues. HICAP counselors are trained in Medi-Cal and Medicare to help persons 65 years of age understand the complex health insurance options. Counseling services are available to persons 65 years of age or older, who are eligible for Medicare, soon to be eligible for Medicare, or disabled persons younger than age 65, who are eligible for Medicare. HICAP outreach operations will be a blend of in-person and virtual methods in an effort to maintain the safety of older adults. Additionally, funds from the grant will be used to create HICAP marketing materials, purchase program equipment, and provide in-person and virtual outreach to HICAP eligible consumers. Currently for FY 2021-22, as of January 2022, approximately 267 in-person and virtual public media events to over 775,000 people on HICAP services. The California		

CEO-Legislative Affairs Office
Grant Authorization eForm

Department of Aging (CDA) released HI-2122-22 Amendment 1 to align HICAP funding with the federal fiscal year. HI-2122-22 Amendment 1 includes program funding from July 1, 2021, through March 31, 2024.	
Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	John Cleveland

Recommended Action/Special Instructions
(Please specify below)

1. Adopt the resolution as approved by County Counsel to receive $1,089,434 in funds from the California Department of Aging for the Health Insurance Counseling and Advocacy Program.
2. Approve the State Standard Agreement HI-2122-22, Amendment 1, with the California Department of Aging in the amount of $1,089,434 effective upon Board approval through March 31, 2024.
3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement HI-2122-22, Amendment 1.
4. Authorize Director of Orange County Community Resources or designee to execute all documents required to accept the additional Health Insurance Counseling Advocacy Program grant award funding.

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

Renee Ramirez (714) 480-6483 / Renee.Ramirez@occr.ocgov.com
Dylan Wright (714) 480-2788 / Dylan.Wright@occr.ocgov.com

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

Dylan Wright, Director, OC Community Resources

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
April 12, 2022

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement HI-2122-22, Amendment 1 in the amount of $1,089,434 from the California Department of Aging containing funding allocations for Older Americans Act Programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement HI-2122-22, Amendment 1; and

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

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

1. Approve the State Standard Agreement HI-2122-22, Amendment 1 with the California Department of Aging in the amount of $1,089,434 effective upon Board approval through March 31, 2024.
2. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement HI-2122-22, Amendment 1 to receive $1,089,434 in additional funding from the California Department of Aging.
3. Authorize Director of Orange County Community Resources, or his designee, to execute all documents required to accept the additional Health Insurance Counseling and Advocacy Program grant award funding.

Approved By: _____

Chairman of the Board of Supervisors
County of Orange, California

BOARD OF SUPERVISORS

MEMORANDUM

04/04/2022

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District

Subject: Add Supplemental Item to the April 12, 2022 Board of Supervisors Meeting

5:42A

Chairman Doug Chaffee requests the following resolution to be added to the agenda for the April 12, 2022 Board of Supervisors meeting. The title should read:

Chairman Doug Chaffee adopts resolution for the County of Orange to support the Federal PFAS legislation that protects ratepayers and water/wastewater agencies

RECEIVED
2022 APR -5 AM 11:40
CLERK OF THE BOARD
COUNTY OF ORANGE

A RESOLUTION OF THE COUNTY OF ORANGE SUPPORTING FEDERAL PFAS LEGISLATION THAT PROTECTS RATEPAYERS AND WATER/WASTEWATER AGENCIES

WHEREAS, Per- and Polyfluoroalkyl Substances (PFAS) are a group of chemicals developed by chemical manufacturers that would otherwise not exist naturally and despite playing no role in releasing PFAS into the environment, water and wastewater agencies must find ways to remove them from local water supplies; and

WHEREAS, Ratepayers are at risk from pending PFAS legislation and associated PFAS costs and water agencies and stakeholders must take action to inform members of Congress of these devastating impacts; and

WHEREAS, All PFAS-related legislation must exempt water and wastewater agencies from any liability for PFAS cleanup costs; and

WHEREAS, A water or wastewater utility that complies with applicable and appropriate federal management and treatment standards must not be responsible for current and future costs associated with a PFAS cleanup; and

WHEREAS, Given the potential for federal legislation to expose water and wastewater agencies with across-the-board liability for PFAS-related cleanups when they have no responsibility for the presence of PFAS, an explicit exemption from Superfund clean-up liability must be made for water and wastewater agencies; and

WHEREAS, Under existing law (Safe Drinking Water Act), the Environmental Protection Agency (EPA) ensures that public health benefits of new drinking water standards are reasonably balanced with the compliance costs that water system ratepayers will ultimately incur and eliminating this analysis would burden ratepayers of all income levels with astronomical costs to comply with drinking water standards; and

WHEREAS, When setting drinking water standards for PFAS compounds, we advocate for the EPA to use this longstanding methodology; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Orange hereby supports these federal PFAS policy principles to protect water/wastewater agencies and their ratepayers and

FURTHERMORE, we call upon the Orange County Congressional Delegation and California Senatorial Delegation to cast votes implementing these public policy positions.

BOARD OF SUPERVISORS

MEMORANDUM

04/6/2022

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District

Subject: Delete Supplemental Item to the April 12, 2022 to Board Meeting Agenda

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Chairman Doug Chaffee requests supplemental item -S42B be deleted from the April 12, 2022 Board meeting.

RECEIVED
2022 APR -6 PM 3:44
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

MEMORANDUM

04/04/2022

OK/Doug Chaffee

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District

Subject: Add Supplemental Item to the April 12, 2022 Board of Supervisors Meeting

S42B

Chairman Doug Chaffee requests the following resolution be added to the agenda for the April 12, 2022 Board of Supervisors meeting. The title should read:

Chairman Doug Chaffee and the Orange County Board of Supervisors will be presenting a resolution Welcoming Afghan Refugees to Orange County and Thanking all Community Partners who Support their Resettlement

RECEIVED
2022 APR -5 AM 11:40
CLERK OF THE BOARD
COUNTY OF ORANGE

A Resolution of the Orange County Board of Supervisors Welcoming Afghan Refugees to Orange County and Thanking all Community Partners who Support their Resettlement

Whereas, the County of Orange acknowledges that refugees and their families have faced a multitude of challenges arriving in a new country, including, but not limited to resettlement, language barriers, financial hardship, finding work and obtaining permanent legal status and as such, require assistance from the community to address these challenges and help them start new lives; and

Whereas, the Orange County Board of Supervisors, on behalf of all of our residents, reaffirms our solidarity with the people of Afghanistan and offers a hospitable and welcoming place to all newcomers, where people, families and institutions thrive and the contributions of all are celebrated and valued; and

Whereas, in response, Uplift Charity and Islamic Circle North America, on behalf of the U.S. State Department, have worked tirelessly to resettle refugees around the county, to help provide housing, job placement, food, mentorship and other assistance; and

Whereas, further, numerous County and community partners are working with the resettlement agencies and the Orange County Board of Supervisors, as well as federal, state and local entities, to ensure Afghan refugees are provided with assistance to enroll in public safety net programs, are receiving critical health assessments, ensure families with children are enrolled in school, and are offered other supportive services to ensure our new neighbors are welcomed with open hearts and open arms; and

Whereas, the County appreciates and recognizes that the success of the resettlement efforts is due to the close collaborations we share with our community partners, resettlement agencies and volunteers; and

NOW, THEREFORE, BE IT RESOLVED, that the Orange County Board of Supervisors welcomes our Afghan neighbors, celebrates the growing diversity of its residents and acknowledges that refugees, immigrants and all newcomers enhance our cultural richness and add to the strength of our economy; and we are committed to supporting them in achieving their pursuit of life, liberty and happiness.

BOARD OF SUPERVISORS

MEMORANDUM

RECEIVED
2022 APR -5 PM 1:34
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

04/05/2022

To: Robin Stieler, Clerk of the Board

Doug Chaffee

From: Chairman Doug Chaffee, Fourth District

Subject: Addition of Supplemental item to the April 12, 2022 Board of Supervisors Meeting

S42C

Chairman Doug Chaffee requests to approve the addition of the Superhero Ball hosted by Women's Transitional Center to the County Events Calendar.

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

SUPER HERO Ball

HONOR. EMPOWER. RESTART. OVERCOME.

Dear Friend of WTLC,

On April 30th, 2022, WTLC is hosting its 5th Annual Ball, "SuperHERO Ball," at the Clubhouse at Anaheim Hills. This event brings together 200 people dedicated to end domestic violence and human trafficking through an evening of dinner, dancing, and lively auctions. We invite you to join us in raising over **$90,000** to end the cycle of violence.

Founded in 1976, WTLC is the oldest domestic violence shelter in Orange County and the third oldest in the nation. With a vision of ending the cycle of violence, WTLC's mission is to help individuals and families escape the depths of domestic violence and exploitation.

Our programs serve over **1,600** and provide prevention education to over **2,000** people annually. WTLC's Bridge Housing is the largest program of its type in Orange County, offering a flexible range of shelter options to ensure survivors can focus on their recovery without the stress of housing instability, and we are currently the only DV shelter in Orange County to welcome pets alongside their owners.

In August 2021, WTLC launched our **"Hope House Capital Campaign"** to provide the necessary funding to newly construct a 4 bedroom, 2 bathroom multi-family facility, which will house 16-20 survivors who are participating in WTLC's Transitional Housing Program. Our Transitional Housing Program operates in the critical space between emergency shelter and permanent housing assistance, providing up to twenty-four (24) months of free housing and supportive services for residents who are not yet ready to live on their own. All funds raised from WTLC's SuperHERO Ball will go to support this endeavor.

Will you help us reach our goal and give survivors a future that fulfills their dreams?

Enclosed you will find information on this event and sponsorship opportunities. A team member will be following up with you within the week to answer any questions.

Sincerely,



SUPER HERO Ball

SPONSORSHIP OPPORTUNITIES & BENEFITS

SPONSORSHIP BENEFITS	PARAGON $10,000	UN-CAPED CRUSADER $5,000	HEROINE $2,500	GUARDIAN $1,500	SENTRY $500
Table | Seats at the Event	2 VIP Tables (20 seats)	1 VIP Table (10 seats)	10 Seats	5 Seats	2 Seats
Recognition by Master of Ceremonies	✓	✓	✓	✓	✓
Advertising space at event	✓	✓	✓	✓	✓
Logo/name included in promotional materials*	✓	✓	✓	✓	✓
Logo/name included in WTLC's media materials*	✓	✓	✓	✓	
Fifteen (15) second advertisement during program	✓	✓			
Wine for each table	✓				
Sponsorship highlight in E-Newsletter (logo & 150 words)	✓				

Donor Information

NAME TITLE

COMPANY NAME

ADDRESS CITY STATE ZIP

CONTACT NAME *[for questions/seating]*

CONTACT PHONE

CONTACT EMAIL

**Acknowledgement subject to deadline of 3/17/2022.*

METHOD OF PAYMENT

- ☐ Enclosed is my check made out to WTLC.
- ☐ Please send me an invoice.
- ☐ Please charge my credit card.

ACCOUNT NUMBER

EXP DATE CVV

SIGNATURE

Please return to Alycia Capone at ACapone@wtlc.org or at PO BOX 916, Fullerton, CA 92836

Super HERO Ball | April 30, 2022 | 6PM | www.WTLC.org/superheroball/

MEMORANDUM

RECEIVED
2022 APR -6 AM 11:59
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

To: Robin Stieler, Clerk of the Board

From: Supervisor Katrina Foley, 2nd District

Date: April 6, 2022

RE: Supplemental Item to Prohibit the Purchase and Use of Expanded Polystyrene (commonly known as "Styrofoam") Food Service Products Within County Government Facilities

S42D

Background:
The environmental impacts of Expanded Polystyrene ("EPS") are significant. As a non-recyclable and non-biodegradable plastic, Expanded Polystyrene can persist in the environment for thousands of years. Expanded Polystyrene fractures into microplastics, which enter streets, wilderness, waterways, oceans, and other precious natural resources. This leads to devastating environmental impacts including:

- Illness/death for birds and marine animals who mistake the Styrofoam as food
- Litter and visual blight that negatively impact residents and tourists
- Obstruction of public drainage systems

At least 10 Orange County cities, including Aliso Viejo, Costa Mesa, Dana Point, Huntington Beach, Irvine, Laguna Beach, Laguna Hills, Laguna Woods, Newport Beach, and San Clemente have some type of restriction on the use of Expanded Polystyrene at government facilities.

At a recent community cleanup at the Back Bay, we observed thousands of tiny particles in the protected marsh that are nearly impossible to remove. This is devastating.

As the steward of our precious County harbors, beaches, parks, open spaces, and trails, we have a responsibility to protect our vital natural resources. Prohibiting the purchase and use of Expanded Polystyrene food service products at County facilities is a common-sense intervention to ensure that our environment can be protected and preserved for future generations.

Recommended Action:
Direct the CEO to develop a plan and ordinance for the County of Orange to prohibit the purchase and use of food service products produced with Expanded Polystyrene within County Government Facilities.

County Executive Office

Memorandum

RECEIVED
2022 APR -7 PM 1:24

April 6, 2022

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.04.06 16:46:48 -07'00'

Subject: Exception to Rule 21

S42E

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 12, 2022, Board Hearing.

Agency: OC Community Resources
Subject: Crossroads at Washington Amended Financial and Real Estate Terms
Districts: 2

Reason Item is Supplemental: The Crossroads at Washington project is on track to start site work by April 2022 in order to meet the construction timeframes required by the low-income housing tax credit program and to complete the project by the December 31, 2023 deadline. Before any site work can begin however, an Agreement to Enter into A Housing Assistance Payment (AHAP) contract needs to be executed, that includes the current HAP contract terms. When this project was approved by the Board of Supervisors in February 2020 it included a HAP contract term of up to 15 years, which was consistent with the OCHA Administrative Plan at that time. However, in May 2020, the Board approved an updated OCHA Administrative Plan that allowed for a HAP contract term of up to 20 years for projects with a Project-Based Voucher commitment. The Crossroads project contract term needs to be amended to be consistent with Board's support of the revised allowable 20-year term in the OCHA Administrative Plan.

Justification: If this supplemental ASR request to update the Housing Assistance Payment (HAP) contract term is not approved, it will delay the construction of the project and jeopardize the Federal tax credits and/or result in penalties to the developer for not meeting the construction completion deadline. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Doug Chaffee

Doug Chaffee, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

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Agenda Item *Clerk's Use Only* S42E

SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE:	4/12/22
LEGAL ENTITY TAKING ACTION:	Board of Supervisors and Orange County Housing Authority
BOARD OF SUPERVISORS DISTRICT(S):	2
SUBMITTING AGENCY/DEPARTMENT:	OC Community Resources
DEPARTMENT HEAD REVIEW:	Dylan Wright *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Dylan Wright (714) 480-2788 Thomas Miller (714) 834-6019

RECEIVED 2022 APR -7 PM 1:24

SUBJECT: Crossroads at Washington Amended Financial and Real Estate Terms

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2022.04.06 16:46:24 -07'00'	Approved Agreement as to Form	Discussion
CEO Signature	*Action*	3 Votes Board Majority
	Jacqueline Guzman *County Counsel Signature*	

Budgeted: Yes **Current Year Cost:** N/A **Annual Cost:** N/A

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

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section **County Audit in last 3 years** No

Prior Board Action: 08/24/2021 #9, 12/15/2020 #S37C, 05/19/2020 #55, 02/25/2020 #7

RECOMMENDED ACTION(S)

Acting as the Board of Commissioners to the Orange County Housing Authority:

1. Approve increase in the initial term for the Housing Assistance Payment contract applicable to the previously committed 43 Project-Based Housing Choice Vouchers for The Crossroads at Washington project from 15 years to 20 years, consistent with the current policies and procedures in the Orange County Housing Authority Administrative Plan.

2. Authorize the Executive Director of the Orange County Housing Authority to execute a Housing Assistance Payment contract with an initial term of 20 years for the previously committed 43 Project-Based Housing Choice Vouchers consistent with the Orange County Housing Authority Administrative Plan.

3. Authorize the Executive Director of the Orange County Housing Authority to execute any document related to the commitment of the U.S. Department of Housing and Urban Development Project-

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Based Housing Choice Vouchers, which incorporate the business and financial terms set forth in this Agenda Staff Report in a form as approved by County Counsel.

Acting as the Board of Supervisors:

4. Approve subordination at permanent financing of previously approved $2,280,701 permanent loan to an amortized first trust deed permanent loan of approximately $9,730,000 and authorize the OC Community Resources Director or designee to subordinate to additional senior debt up to 100 percent of the cumulative loan-to-value based on the as-built appraised market value, if necessary, based on any future changes in project financing, including refinancing of the project at the expiration of the tax credits.

5. Authorize the OC Community Resources Director or designee to execute subordination agreements, standard set of loan documents and restrictive covenants, and such additional agreements, contracts, instructions and instruments necessary or appropriate for permanent loan financing.

6. Approve the proposed Ground Lease Agreement with Washington Santa Ana Housing Partners, L.P. for a 65-year term, with the revised indemnity language, to plan, design, fund, construct, renovate, market, operate, manage and maintain The Crossroads at Washington property, and authorize the Chief Real Estate Officer or designee to execute the Ground Lease Agreement in substantial conformance with the attached form, with approval of County Counsel, upon fulfillment of the conditions set forth in the previously approved and executed option agreement.

SUMMARY:

Approving the increase in the initial term of the Housing Assistance Payment contract, subordinating the previously approved County permanent loan, and incorporating revised indemnification language in the Ground Lease for the County-owned property, will support the development of the affordable and permanent supportive housing project, The Crossroads at Washington, and continue to support the production of supportive housing in Orange County.

BACKGROUND INFORMATION:

On February 25, 2020, the Board of Supervisors (Board) approved various agreements for disposition of the property located at 1126 E. Washington Avenue, Santa Ana, approval of a $2,280,701 County permanent loan, subordination of that loan at permanent financing and commitment of 43 Project-Based Housing Choice Vouchers to facilitate the development of the affordable housing project, The Crossroads at Washington (the Project).

The Project is a proposed 86-unit affordable rental housing development located at 1126 and 1146 E. Washington Avenue in the City of Santa Ana (City) being developed by The Related Companies of California, LLC (Developer). The site consists of two adjacent, irregular, vacant parcels currently owned by the City and the County, which will be leased to the limited partnership owner through a 65-year ground lease. The parcels were purchased by the City and County from Caltrans as part of an I-5 freeway widening project and have a combined 2.286 acres. For future reference, 1136 E. Washington Avenue has been assigned to the future northern building and 1146 E. Washington Avenue has been assigned to the future southern building. After Project completion, the 1126 E. Washington Avenue address will no longer be used.

Funding

Since 2020, the Developer applied for and received an allocation of low-income housing tax credits as well as funding from the Orange County Housing Finance Trust. Additionally, the Developer, together with the County is pursuing grant funding for the required soils remediation at the Project site.

Below are the updated financial summary highlights of the Permanent Financing phase of the Project:

Sources of Funds	**Total**
Conventional Permanent Loan (Tranche A & B)	$9,730,000
County Loan	$2,280,701
City Loan (Other Public Subsidies)	$4,305,182
OC Housing Finance Trust Loan	$2,500,000
City Residual Receipts Land Loan (Land Value)	$4,108,136
County Residual Receipts Land Loan (Land Value)	$2,341,864
Tax Credit Proceeds	$24,696,393
Housing Authority of the City of Santa Ana and County of Orange (Environmental Remediation Funding)	$300,000
Total Development Costs	**$50,262,276**

County Loan Terms and Project-Based Vouchers:

Permanent Loan:	$2,280,701
Interest Rate:	3 percent simple
Term:	55 years
Security:	Second Deed of Trust
Payments:	Residual Receipts share per the 2020 NOFA

Based on the updated financing, the County loan will be subordinate to a revised amortized first-trust deed Permanent Loan of $9,730,000. To encumber funds per the U.S. Department of Housing and Urban Development (HUD) requirements, Orange County Community Resources (OCCR) intends to close the loan at construction closing but fund at permanent loan closing. OCCR is requesting authorization to subordinate to additional senior debt up to 100 percent of the cumulative loan-to-value based on the as-built appraised market value, if necessary, based on any future changes in project financing. In determining the maximum additional senior debt to which the County will subordinate its loan, OCCR will calculate the senior debt plus the County loan and subtract that total from the current (within last six months) as-built appraised market value. If the current as-built appraised market value exceeds the cumulative senior debt plus the County loan, the County may subordinate to additional senior debt, if necessary, for the viability of the project.

Additionally, the County previously approved and committed 43 Project-Based Housing Choice Vouchers (PBVs) to the Project. When the Project was originally approved by the Board in February 2020, the PBVs were committed with a Housing Assistance Payment (HAP) contract initial term of up to 15 years, which was consistent with the Orange County Housing Authority (OCHA) Administrative Plan at that time. However, in May 2020, the Board approved an updated OCHA Administrative Plan that allowed for a HAP contract term of up to 20 years for projects with a PBV commitment. OCCR is recommending an increase of the HAP contract initial term for the Project by 5 years, from 15 years to 20 years, to be consistent with the updated OCHA Administrative Plan and to support the Project financially. The estimated value of the 43 PBVs for 20 years is up to $18,655,680.

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The Project is on track to start site work by April 2022 in order to meet the construction timeframes required by the low-income housing tax credit program and to complete the project by the December 31, 2023 deadline.

Lease
A proposed ground lease was approved the Board on February 25, 2020 (Ground Lease), along with an Option Agreement. Subsequent to this time, during the option term, the Developer conducted a site assessment of the Project area and identified a number of unexpected environmental contaminants. The Developer retained Altec Testing & Engineering, Inc. (Altec) during the due diligence period to conduct environmental investigations for the sites. An initial Phase I environmental investigation was conducted on October 19, 2019. A Phase II Environmental Site Assessment (Phase II) Report was warranted based on the Phase I findings and was prepared by Altec on February 19, 2020. The Phase II identified unexpected contaminants and recommended additional environmental investigations to determine the extent of the soil contamination on the County and Housing Authority of the City of Santa Ana (Housing Authority) properties. Subsequently, the County retained Geosyntec Consultants, Inc. to provide environmental peer review services and to act as the County's consultant with respect to environmental issues on the Property. Thereafter, with Board approval on August 21, 2021, the County entered into a voluntary oversight agreement with the Department of Toxic Substances Control (DTSC) that authorizes DTSC to serve as the oversight agency for the Project. The Agreement allows DTSC the ability to facilitate and help coordinate further inspections and investigations, review and approve appropriate remediation measures and documents, and engage the public, as necessary. This process is ongoing and a remediation plan that will permit the Project to go forward is being prepared.

Since the Developer did not contribute to the existing on-site environmental contaminants, the Developer has requested to amend the indemnity obligations in the Lease to reflect the preexisting condition of the property related to the existing contaminants. As a result, the County and the Housing Authority staff have negotiated a revised Ground Lease to eliminate the Developer's indemnity obligations associated only with these existing hazardous materials in Section 4.4.4 of the Ground Lease, but to maintain all prior indemnity provisions. With the DTSC approved remediation plan, this should not result in any additional obligations or liability to the County. A copy of the revised proposed Ground Lease with the updated indemnity language is attached as Attachment C.

Compliance with CEQA:
This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project since it is for approval to increase the initial term of the Housing Assistance Payment contract, subordination of the previously approved County loan at permanent financing to senior debt and incorporation of revised indemnification language in the Ground Lease for The Crossroads at Washington to allow the County to continue to support the production of supportive housing in Orange County. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA through the entitlement process with the City, as required by the Option Agreement.

Compliance with NEPA: Per 24 CFR Part 58, an Environmental Assessment of the project was completed and the Authority to Use Grant Funds was issued by the U.S. Department of Housing and Urban Development on January 28, 2022 for HOME funds and on January 31, 2022 for Project-Based Vouchers.

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FINANCIAL IMPACT:

The 43 PBVs is part of OCHA total voucher allocation and the Housing Assistance Payment funding will be included in the budget process for future years. The 43 PBVs available to recipients are funded 100 percent by federal HUD funding.

STAFFING IMPACT: N/A

ATTACHMENT(S):

Attachment A - California Code of Regulations Title 14 Section 15378
Attachment B - Code of Federal Regulations Title 24 Subtitle A Part 58
Attachment C - Ground Lease Agreement

Cal. Code Regs. tit. 14 § 15378

Section 15378 - Project

(a) "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and that is any of the following:

(1) An activity directly undertaken by any public agency including but not limited to public works construction and related activities clearing or grading of land, improvements to existing public structures, enactment and amendment of zoning ordinances, and the adoption and amendment of local General Plans or elements thereof pursuant to Government Code Sections 65100- 65700.

(2) An activity undertaken by a person which is supported in whole or in part through public agency contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies.

(3) An activity involving the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.

(b) Project does not include:

(1) Proposals for legislation to be enacted by the State Legislature;

(2) Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making (except as they are applied to specific instances covered above);

(3) The submittal of proposals to a vote of the people of the state or of a particular community that does not involve a public agency sponsored initiative. (Steinv.City of Santa Monica, (1980) 110 Cal. App. 3d 458;Friends of Sierra Madre v. City of Sierra Madre(2001) 25 Cal.4th 165);

(4) The creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

(5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

(c) The term "project" refers to the activity which is being approved and which may be subject to several discretionary approvals by governmental agencies. The term "project" does not mean each separate governmental approval.

(d) Where the lead agency could describe the project as either the adoption of a particular regulation under subdivision (a)(1) or as a development proposal which will be subject to several governmental approvals under subdivisions (a)(2) or (a)(3), the lead agency shall

describe the project as the development proposal for the purpose of environmental analysis. This approach will implement the lead agency principle as described in Article 4.

Cal. Code Regs. Tit. 14, § 15378

Note: Authority cited: Section 21083, Public Resources Code. Reference: Section 21065, Public Resources Code; Kaufman and Broad-South Bay, Inc. v. Morgan Hill Unified School District, (1992) 9 Cal.App.4th 464; and Fullerton Joint Union High School District v. State Board of Education, (1982) 32 Cal.3d 779; Simi Valley Recreation and Park District v. Local Agency Formation Commission of Ventura County (1975) 51 Cal.App.3d 648; and Communities for a Better Environment v. California Resources Agency (2002) 103 Cal.App.4th 98.

1. Amendment of subsection (b)(3), repealer and new subsection (b)(5) and amendment of Note filed 8-19-94; operative 9-19-94 (Register 94, No. 33).
2. Amendment of subsection (a) and Note filed 5-27-97; operative 5-27-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 22).
3. Amendment of subsections (b)(1)-(5) and amendment of Note filed 10-26-98; operative 10-26-98 pursuant to Public Resources Code section 21087 (Register 98, No. 44).
4. Change without regulatory effect repealing subsection (b)(5) and amendingNote filed 7-22-2003 pursuant to section 100, title 1, California Code of Regulations (Register 2003, No. 30).
5. Amendment of subsection (b)(3) and new subsection (b)(5) filed 9-7-2004; operative 9-7-2004 pursuant to Public Resources Code section 21083(e) (Register 2004, No. 37).
6. Change without regulatory effect amending subsection (d) and Note filed 10-6-2005 pursuant to section 100, title 1, California Code of Regulations (Register 2005, No. 40).

casetext

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of December 16, 2020

Title 24 → Subtitle A → Part 58

Title 24: Housing and Urban Development

PART 58—ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES

Contents

Subpart A—Purpose, Legal Authority, Federal Laws and Authorities

§58.1 Purpose and applicability.
§58.2 Terms, abbreviations and definitions.
§58.4 Assumption authority.
§58.5 Related Federal laws and authorities.
§58.6 Other requirements.

Subpart B—General Policy: Responsibilities of Responsible Entities

§58.10 Basic environmental responsibility.
§58.11 Legal capacity and performance.
§58.12 Technical and administrative capacity.
§58.13 Responsibilities of the certifying officer.
§58.14 Interaction with State, Federal and non-Federal entities.
§58.15 Tiering.
§58.17 [Reserved]
§58.18 Responsibilities of States assuming HUD environmental responsibilities.

Subpart C—General Policy: Environmental Review Procedures

§58.21 Time periods.
§58.22 Limitations on activities pending clearance.
§58.23 Financial assistance for environmental review.

Subpart D—Environmental Review Process: Documentation, Range of Activities, Project Aggregation and Classification

§58.30 Environmental review process.
§58.32 Project aggregation.
§58.33 Emergencies.
§58.34 Exempt activities.

§58 35 Categorical exclusions

§58.36 Environmental assessments.
§58.37 Environmental impact statement determinations.
§58.38 Environmental review record.

Subpart E—Environmental Review Process: Environmental Assessments (EA's)

§58.40 Preparing the environmental assessment.
§58.43 Dissemination and/or publication of the findings of no significant impact.
§58.45 Public comment periods.
§58.46 Time delays for exceptional circumstances.
§58.47 Re-evaluation of environmental assessments and other environmental findings.

Subpart F—Environmental Review Process: Environmental Impact Statement Determinations

§58.52 Adoption of other agencies' EISs.
§58.53 Use of prior environmental impact statements.

Subpart G—Environmental Review Process: Procedures for Draft, Final and Supplemental Environmental Impact Statements

§58.55 Notice of intent to prepare an EIS.
§58.56 Scoping process.
§58.57 Lead agency designation.
§58.59 Public hearings and meetings.
§58.60 Preparation and filing of environmental impact statements.

Subpart H—Release of Funds for Particular Projects

§58.70 Notice of intent to request release of funds.
§58.71 Request for release of funds and certification.
§58.72 HUD or State actions on RROFs and certifications.
§58.73 Objections to release of funds.
§58.74 Time for objecting.
§58.75 Permissible bases for objections.
§58.76 Procedure for objections.
§58.77 Effect of approval of certification.

AUTHORITY: 12 U.S.C. 1707 note, 1715z-13a(k); 25 U.S.C. 4115 and 4226; 42 U.S.C. 1437x, 3535(d), 3547, 4321-4335, 4852, 5304(g), 12838, and 12905(h); title II of Pub. L. 105-276; E.O. 11514 as amended by E.O. 11991, 3 CFR, 1977 Comp., p. 123.

SOURCE: 61 FR 19122, Apr. 30, 1996, unless otherwise noted.

Subpart A—Purpose, Legal Authority, Federal Laws and Authorities

§58.1 Purpose and applicability.

(a) *Purpose.* This part provides instructions and guidance to recipients of HUD assistance and other responsible entities for conducting an environmental review for a particular project or activity and for obtaining approval of a Request for Release of Funds.

(b) *Applicability.* This part applies to activities and projects where specific statutory authority exists for recipients or other responsible entities to assume environmental responsibilities. Programs and activities subject to this part include:

(1) Community Development Block Grant programs authorized by Title I of the Housing and Community Development Act of 1974, in accordance with section 104(g) (42 U.S.C. 5304(g));

(2) [Reserved]

(3)(i) Grants to states and units of general local government under the Emergency Shelter Grant Program, Supportive Housing Program (and its predecessors, the Supportive Housing Demonstration Program (both Transitional Housing and Permanent Housing for Homeless Persons with Disabilities) and Supplemental Assistance for Facilities to Assist the Homeless), Shelter Plus Care Program, Safe Havens for Homeless Individuals Demonstration Program, and Rural Homeless Housing Assistance, authorized by Title IV of the McKinney-Vento Homeless Assistance Act, in accordance with section 443 (42 U.S.C. 11402);

(ii) Grants beginning with Fiscal Year 2001 to private non-profit organizations and housing agencies under the Supportive Housing Program and Shelter Plus Care Program authorized by Title IV of the McKinney-Vento Homeless Assistance Act, in accordance with section 443 (42 U.S.C. 11402);

(4) The HOME Investment Partnerships Program authorized by Title II of the Cranston-Gonzalez National Affordable Housing Act (NAHA), in accordance with section 288 (42 U.S.C. 12838);

(5) Grants to States and units of general local government for abatement of lead-based paint and lead dust hazards pursuant to Title II of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act, 1992, and grants for lead-based paint hazard reduction under section 1011 of the Housing and Community Development Act of 1992, in accordance with section 1011(o) (42 U.S.C. 4852(o));

(6)(i) Public Housing Programs under Title I of the United States Housing Act of 1937, including HOPE VI grants authorized under section 24 of the Act for Fiscal Year 2000 and later, in accordance with section 26 (42 U.S.C. 1437x);

(ii) Grants for the revitalization of severely distressed public housing (HOPE VI) for Fiscal Year 1999 and prior years, in accordance with Title II of the Departments of Veterans

Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1999 (Pub. L. 105-276, approved October 21, 1998); and

(iii) Assistance administered by a public housing agency under section 8 of the United States Housing Act of 1937, except for assistance provided under part 886 of this title, in accordance with section 26 (42 U.S.C. 1437x);

(7) Special Projects appropriated under an appropriation act for HUD, such as special projects under the heading "Annual Contributions for Assisted Housing" in Title II of various Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Acts, in accordance with section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 (42 U.S.C. 3547);

(8) The FHA Multifamily Housing Finance Agency Pilot Program under section 542(c) of the Housing and Community Development Act of 1992, in accordance with section 542(c)(9) (12 U.S.C. 1707 note);

(9) The Self-Help Homeownership Opportunity Program under section 11 of the Housing Opportunity Program Extension Act of 1996 (Pub. L. 104-120, 110 Stat. 834), in accordance with section 11(m));

(10) Assistance provided under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), in accordance with:

(i) Section 105 for Indian Housing Block Grants and Federal Guarantees or Financing for Tribal Housing Authorities (25 U.S.C. 4115 and 4226); and

(ii) Section 806 for Native Hawaiian Housing Block Grants (25 U.S.C. 4226);

(11) Indian Housing Loan Guarantees authorized by section 184 of the Housing and Community Development Act of 1992, in accordance with section 184(k) (12 U.S.C. 1715z-13a(k)); and

(12) Grants for Housing Opportunities for Persons with AIDS (HOPWA) under the AIDS Housing Opportunity Act, as follows: competitive grants beginning with Fiscal Year 2001 and all formula grants, in accordance with section 856(h) (42 U.S.C. 12905(h)); all grants for Fiscal Year 1999 and prior years, in accordance with section 207(c) of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1999 (Pub. L. 105-276, approved October 21, 1998).

(c) When HUD assistance is used to help fund a revolving loan fund that is administered by a recipient or another party, the activities initially receiving assistance from the fund are subject to the requirements in this part. Future activities receiving assistance from the revolving loan fund, after the fund has received loan repayments, are subject to the environmental review requirements if the rules of the HUD program that initially provided

assistance to the fund continue to treat the activities as subject to the Federal requirements. If the HUD program treats the activities as not being subject to any Federal requirements, then the activities cease to become Federally-funded activities and the provisions of this part do not apply.

(d) To the extent permitted by applicable laws and the applicable regulations of the Council on Environmental Quality, the Assistant Secretary for Community Planning and Development may, for good cause and with appropriate conditions, approve waivers and exceptions or establish criteria for exceptions from the requirements of this part.

[61 FR 19122, Apr. 30, 1996, as amended at 68 FR 56127, Sept. 29, 2003]

§58.2 Terms, abbreviations and definitions.

(a) For the purposes of this part, the following definitions supplement the uniform terminology provided in 40 CFR part 1508:

(1) *Activity* means an action that a grantee or recipient puts forth as part of an assisted project, regardless of whether its cost is to be borne by the HUD assistance or is an eligible expense under the HUD assistance program.

(2) *Certifying Officer* means the official who is authorized to execute the Request for Release of Funds and Certification and has the legal capacity to carry out the responsibilities of §58.13.

(3) *Extraordinary Circumstances* means a situation in which an environmental assessment (EA) or environmental impact statement (EIS) is not normally required, but due to unusual conditions, an EA or EIS is appropriate. Indicators of unusual conditions are:

(i) Actions that are unique or without precedent;

(ii) Actions that are substantially similar to those that normally require an EIS;

(iii) Actions that are likely to alter existing HUD policy or HUD mandates; or

(iv) Actions that, due to unusual physical conditions on the site or in the vicinity, have the potential for a significant impact on the environment or in which the environment could have a significant impact on users of the facility.

(4) *Project* means an activity, or a group of integrally related activities, designed by the recipient to accomplish, in whole or in part, a specific objective.

(5) *Recipient* means any of the following entities, when they are eligible recipients or grantees under a program listed in §58.1(b):

(i) A State that does not distribute HUD assistance under the program to a unit of general local government;

(ii) Guam, the Northern Mariana Islands, the Virgin Islands, American Samoa, and Palau;

(iii) A unit of general local government;

(iv) An Indian tribe;

(v) With respect to Public Housing Programs under §58.1(b)(6)(i), fiscal year 1999 and prior HOPE VI grants under §58.1(b)(6)(ii) or Section 8 assistance under §58.1(b)(6)(iii), a public housing agency;

(vi) Any direct grantee of HUD for a special project under §58.1(b)(7);

(vii) With respect to the FHA Multifamily Housing Finance Agency Program under 58.1(b)(8), a qualified housing finance agency;

(viii) With respect to the Self-Help Homeownership Opportunity Program under §58.1(b)(9), any direct grantee of HUD.

(ix)(A) With respect to NAHASDA assistance under §58.1(b)(10), the Indian tribe or the Department of Hawaiian Home Lands; and

(B) With respect to the Section 184 Indian Housing Loan Guarantee program under §58.1(b)(11), the Indian tribe.

(x) With respect to the Shelter Plus Care and Supportive Housing Programs under §58.1(b)(3)(ii), nonprofit organizations and other entities.

(6) *Release of funds.* In the case of the FHA Multifamily Housing Finance Agency Program under §58.1(b)(8), Release of Funds, as used in this part, refers to HUD issuance of a firm approval letter, and Request for Release of Funds refers to a recipient's request for a firm approval letter. In the case of the Section 184 Indian Housing Loan Guarantee program under §58.1(b)(11), Release of Funds refers to HUD's issuance of a commitment to guarantee a loan, or if there is no commitment, HUD's issuance of a certificate of guarantee.

(7) *Responsible Entity.* Responsible Entity means:

(i) With respect to environmental responsibilities under programs listed in §58.1(b)(1), (2), (3)(i), (4), and (5), a recipient under the program.

(ii) With respect to environmental responsibilities under the programs listed in §58.1(b)(3)(ii) and (6) through (12), a state, unit of general local government, Indian tribe or Alaska Native Village, or the Department of Hawaiian Home Lands, when it is the recipient under the program. Under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101 *et seq.*) listed in §58.1(b)(10)(i), the Indian tribe is the responsible entity whether or not a Tribally Designated Housing Entity is authorized to receive grant amounts on behalf of the tribe. The Indian tribe is also the responsible entity under the Section 184 Indian Housing Loan Guarantee program listed in §58.1(b)(11). Regional Corporations in

Alaska are considered Indian tribes in this part. Non-recipient responsible entities are designated as follows:

(A) For qualified housing finance agencies, the State or a unit of general local government, Indian tribe or Alaska native village whose jurisdiction contains the project site;

(B) For public housing agencies, the unit of general local government within which the project is located that exercises land use responsibility, or if HUD determines this infeasible, the county, or if HUD determines this infeasible, the State;

(C) For non-profit organizations and other entities, the unit of general local government, Indian tribe or Alaska native village within which the project is located that exercises land use responsibility, or if HUD determines this infeasible, the county, or if HUD determines this infeasible, the State;

(8) *Unit Density* refers to a change in the number of dwelling units. Where a threshold is identified as a percentage change in density that triggers review requirements, no distinction is made between an increase or a decrease in density.

(9) *Tiering* means the evaluation of an action or an activity at various points in the development process as a proposal or event becomes ripe for an Environment Assessment or Review.

(10) *Vacant Building* means a habitable structure that has been vacant for more than one year.

(b) The following abbreviations are used throughout this part:

(1) CDBG—Community Development Block Grant;

(2) CEQ—Council on Environmental Quality;

(3) EA—Environmental Assessment;

(4) EIS—Environmental Impact Statement;

(5) EPA—Environmental Protection Agency;

(6) ERR—Environmental Review Record;

(7) FONSI—Finding of No Significant Impact;

(8) HUD—Department of Housing and Urban Development;

(9) NAHA—Cranston-Gonzalez National Affordable Housing Act of 1990;

(10) NEPA—National Environmental Policy Act of 1969, as amended;

(11) NOI/EIS—Notice of Intent to Prepare an EIS;

(12) NOI/RROF—Notice of Intent to Request Release of Funds;

(13) ROD—Record of Decision;

(14) ROF—Release of Funds; and

(15) RROF—Request for Release of Funds.

[61 FR 19122, Apr. 30, 1996, as amended at 68 FR 56128, Sept. 29, 2003]

§58.4 Assumption authority.

(a) *Assumption authority for responsible entities: General.* Responsible entities shall assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD under NEPA and other provisions of law that further the purposes of NEPA, as specified in §58.5. Responsible entities that receive assistance directly from HUD assume these responsibilities by execution of a grant agreement with HUD and/or a legally binding document such as the certification contained on HUD Form 7015.15, certifying to the assumption of environmental responsibilities. When a State distributes funds to a responsible entity, the State must provide for appropriate procedures by which these responsible entities will evidence their assumption of environmental responsibilities.

(b) *Particular responsibilities of the States.* (1) States are recipients for purposes of directly undertaking a State project and must assume the environmental review responsibilities for the State's activities and those of any non-governmental entity that may participate in the project. In this case, the State must submit the certification and RROF to HUD for approval.

(2) States must exercise HUD's responsibilities in accordance with §58.18, with respect to approval of a unit of local government's environmental certification and RROF for a HUD assisted project funded through the state. Approval by the state of a unit of local government's certification and RROF satisfies the Secretary's responsibilities under NEPA and the related laws cited in §58.5.

(c) *Particular responsibilities of Indian tribes.* An Indian tribe may, but is not required to, assume responsibilities for environmental review, decision-making and action for programs authorized by the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101 *et seq.*) (other than title VIII) or section 184 of the Housing and Community Development Act of 1992 (12 U.S.C. 1715z-13a). The tribe must make a separate decision regarding assumption of responsibilities for each of these Acts and communicate that decision in writing to HUD. If the tribe assumes these responsibilities, the requirements of this part shall apply. If a tribe formally declines assumption of these responsibilities, they are retained by HUD and the provisions of part 50 of this title apply.

[61 FR 19122, Apr. 30, 1996, as amended at 68 FR 56128, Sept. 29, 2003]

§58.5 Related Federal laws and authorities.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assume responsibilities for environmental review, decision-making and action that would apply to HUD under the following specified laws and authorities. The responsible entity must certify that it has complied with the requirements that would apply to HUD under these laws and authorities and must consider the criteria, standards, policies and regulations of these laws and authorities.

(a) *Historic properties.* (1) The National Historic Preservation Act of 1966 (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2).

(2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 CFR 1971-1975 Comp., p. 559, particularly section 2(c).

(3) Federal historic preservation regulations as follows:

(i) 36 CFR part 800 with respect to HUD programs other than Urban Development Action Grants (UDAG); and

(ii) 36 CFR part 801 with respect to UDAG.

(4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

(b) *Floodplain management and wetland protection.* (1) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 CFR part 55 and this part, see §55.10 of this subtitle A.)

(2) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 CFR, 1977 Comp., p. 121, as interpreted in HUD regulations at 24 CFR part 55, particularly sections 2 and 5 of the order.

(c) *Coastal Zone Management.* The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly section 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

(d) *Sole source aquifers.* (1) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.,* and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e)).

(2) Sole Source Aquifers (Environmental Protection Agency—40 CFR part 149).

(e) *Endangered species.* The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

(f) *Wild and scenic rivers.* The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly section 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

(g) *Air quality.* (1) The Clean Air Act (42 U.S.C. 7401 *et. seq.*) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

(2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).

(h) *Farmlands protection.* (1) Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202).

(2) Farmland Protection Policy (Department of Agriculture—7 CFR part 658).

(i) *HUD environmental standards.* (1) Applicable criteria and standards specified in part 51 of this title, other than the runway clear zone notification requirement in §51.303(a)(3).

(2)(i) Also, it is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.

(ii) The environmental review of multifamily housing with five or more dwelling units (including leasing), or non-residential property, must include the evaluation of previous uses of the site or other evidence of contamination on or near the site, to ensure that the occupants of proposed sites are not adversely affected by any of the hazards listed in paragraph (i)(2)(i) of this section.

(iii) Particular attention should be given to any proposed site on or in the general proximity of such areas as dumps, landfills, industrial sites, or other locations that contain, or may have contained, hazardous wastes.

(iv) The responsible entity shall use current techniques by qualified professionals to undertake investigations determined necessary.

(j) *Environmental justice.* Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

[61 FR 19122, Apr. 30, 1996, as amended at 68 FR 56128, Sept. 29, 2003; 78 FR 68734, Nov. 15, 2013]

§58.6 Other requirements.

In addition to the duties under the laws and authorities specified in §58.5 for assumption by the responsible entity under the laws cited in §58.1(b), the responsible entity must comply with the following requirements. Applicability of the following requirements does not trigger the certification and release of funds procedure under this part or preclude exemption of an activity under §58.34(a)(12) and/or the applicability of §58.35(b). However, the responsible entity remains responsible for addressing the following requirements in its ERR and meeting

these requirements, where applicable, regardless of whether the activity is exempt under §58.34 or categorically excluded under §58.35(a) or (b).

(a)(1) Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(i) The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CFR parts 59 through 79), or less than one year has passed since the FEMA notification regarding such hazards; and

(ii) Where the community is participating in the National Flood Insurance Program, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

(2) Where the community is participating in the National Flood Insurance Program and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, the responsible entity is responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.

(3) Paragraph (a) of this section does not apply to Federal formula grants made to a State.

(4) Flood insurance requirements cannot be fulfilled by self-insurance except as authorized by law for assistance to state-owned projects within states approved by the Federal Insurance Administrator consistent with 44 CFR 75.11.

(b) Under section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement or restoration for flood damage to any personal, residential or commercial property if:

(1) The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

(2) The person failed to obtain and maintain flood insurance.

(c) Pursuant to the Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501), HUD assistance may not be used for most activities proposed in the Coastal Barrier Resources System.

(d) In all cases involving HUD assistance, subsidy, or insurance for the purchase or sale of an existing property in a Runway Clear Zone or Clear Zone, as defined in 24 CFR part 51, the responsible entity shall advise the buyer that the property is in a runway clear zone or

clear zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information.

[61 FR 19122, Apr. 30, 1996, as amended at 63 FR 15271, Mar. 30, 1998; 78 FR 68734, Nov. 15, 2013]

Subpart B—General Policy: Responsibilities of Responsible Entities

§58.10 Basic environmental responsibility.

In accordance with the provisions of law cited in §58.1(b), except as otherwise provided in §58.4(c), the responsible entity must assume the environmental responsibilities for projects under programs cited in §58.1(b). In doing so, the responsible entity must comply with the provisions of NEPA and the CEQ regulations contained in 40 CFR parts 1500 through 1508, including the requirements set forth in this part.

[68 FR 56128, Sept. 29, 2003]

Back to Top

§58.11 Legal capacity and performance.

(a) A responsible entity which believes that it does not have the legal capacity to carry out the environmental responsibilities required by this part must contact the appropriate local HUD Office or the State for further instructions. Determinations of legal capacity will be made on a case-by-case basis.

(b) If a public housing, special project, HOPWA, Supportive Housing, Shelter Plus Care, or Self-Help Homeownership Opportunity recipient that is not a responsible entity objects to the non-recipient responsible entity conducting the environmental review on the basis of performance, timing, or compatibility of objectives, HUD will review the facts to determine who will perform the environmental review.

(c) At any time, HUD may reject the use of a responsible entity to conduct the environmental review in a particular case on the basis of performance, timing or compatibility of objectives, or in accordance with §58.77(d)(1).

(d) If a responsible entity, other than a recipient, objects to performing an environmental review, or if HUD determines that the responsible entity should not perform the environmental review, HUD may designate another responsible entity to conduct the review in accordance with this part or may itself conduct the environmental review in accordance with the provisions of 24 CFR part 50.

[61 FR 19122, Apr. 30, 1996, as amended at 68 FR 56129, Sept. 29, 2003]

§58.12 Technical and administrative capacity.

The responsible entity must develop the technical and administrative capability necessary to comply with 40 CFR parts 1500 through 1508 and the requirements of this part.

§58.13 Responsibilities of the certifying officer.

Under the terms of the certification required by §58.71, a responsible entity's certifying officer is the “responsible Federal official” as that term is used in section 102 of NEPA and in statutory provisions cited in §58.1(b). The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in §58.5. The Certifying Officer must also:

(a) Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and

(b) Ensure that the responsible entity reviews and comments on all EISs prepared for Federal projects that may have an impact on the recipient's program.

§58.14 Interaction with State, Federal and non-Federal entities.

A responsible entity shall consult with appropriate environmental agencies, State, Federal and non-Federal entities and the public in the preparation of an EIS, EA or other environmental reviews undertaken under the related laws and authorities cited in §58.5 and §58.6. The responsible entity must also cooperate with other agencies to reduce duplication between NEPA and comparable environmental review requirements of the State (see 40 CFR 1506.2 (b) and (c)). The responsible entity must prepare its EAs and EISs so that they comply with the environmental review requirements of both Federal and State laws unless otherwise specified or provided by law. State, Federal and local agencies may participate or act in a joint lead or cooperating agency capacity in the preparation of joint EISs or joint environmental assessments (see 40 CFR 1501.5(b) and 1501.6). A single EIS or EA may be prepared and adopted by multiple users to the extent that the review addresses the relevant environmental issues and there is a written agreement between the cooperating agencies which sets forth the coordinated and overall responsibilities.

[63 FR 15271, Mar. 30, 1998]

§58.15 Tiering.

Responsible entities may tier their environmental reviews and assessments to eliminate repetitive discussions of the same issues at subsequent levels of review Tiering is

appropriate when there is a requirement to evaluate a policy or proposal in the early stages of development or when site-specific analysis or mitigation is not currently feasible and a more narrow or focused analysis is better done at a later date. The site specific review need only reference or summarize the issues addressed in the broader review. The broader review should identify and evaluate those issues ripe for decision and exclude those issues not relevant to the policy, program or project under consideration. The broader review should also establish the policy, standard or process to be followed in the site specific review. The Finding of No Significant Impact (FONSI) with respect to the broader assessment shall include a summary of the assessment and identify the significant issues to be considered in site specific reviews. Subsequent site-specific reviews will not require notices or a Request for Release of Funds unless the Certifying Officer determines that there are unanticipated impacts or impacts not adequately addressed in the prior review. A tiering approach can be used for meeting environmental review requirements in areas designated for special focus in local Consolidated Plans. Local and State Governments are encouraged to use the Consolidated Plan process to facilitate environmental reviews.

§58.17 [Reserved]

§58.18 Responsibilities of States assuming HUD environmental responsibilities.

States that elect to administer a HUD program shall ensure that the program complies with the provisions of this part. The state must:

(a) Designate the state agency or agencies that will be responsible for carrying out the requirements and administrative responsibilities set forth in subpart H of this part and which will:

(1) Develop a monitoring and enforcement program for post-review actions on environmental reviews and monitor compliance with any environmental conditions included in the award.

(2) Receive public notices, RROFs, and certifications from recipients pursuant to §§58.70 and 58.71; accept objections from the public and from other agencies (§58.73); and perform other related responsibilities regarding releases of funds.

(b) Fulfill the state role in subpart H relative to the time period set for the receipt and disposition of comments, objections and appeals (if any) on particular projects.

[68 FR 56129, Sept. 29, 2003]

Subpart C—General Policy: Environmental Review Procedures

§58.21 Time periods.

All time periods in this part shall be counted in calendar days. The first day of a time period begins at 12:01 a.m. local time on the day following the publication or the mailing and

posting date of the notice which initiates the time period.

§58.22 Limitations on activities pending clearance.

(a) Neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in §58.1(b) on an activity or project until HUD or the state has approved the recipient's RROF and the related certification from the responsible entity. In addition, until the RROF and the related certification have been approved, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project under a program listed in §58.1(b) if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

(b) If a project or activity is exempt under §58.34, or is categorically excluded (except in extraordinary circumstances) under §58.35(b), no RROF is required and the recipient may undertake the activity immediately after the responsible entity has documented its determination as required in §58.34(b) and §58.35(d), but the recipient must comply with applicable requirements under §58.6.

(c) If a recipient is considering an application from a prospective subrecipient or beneficiary and is aware that the prospective subrecipient or beneficiary is about to take an action within the jurisdiction of the recipient that is prohibited by paragraph (a) of this section, then the recipient will take appropriate action to ensure that the objectives and procedures of NEPA are achieved.

(d) An option agreement on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is subject to a determination by the recipient on the desirability of the property for the project as a result of the completion of the environmental review in accordance with this part and the cost of the option is a nominal portion of the purchase price. There is no constraint on the purchase of an option by third parties that have not been selected for HUD funding, have no responsibility for the environmental review and have no say in the approval or disapproval of the project.

(e) *Self-Help Homeownership Opportunity Program (SHOP).* In accordance with section 11(d)(2)(A) of the Housing Opportunity Program Extension Act of 1996 (42 U.S.C. 12805 note), an organization, consortium, or affiliate receiving assistance under the SHOP program may advance nongrant funds to acquire land prior to completion of an environmental review and approval of a Request for Release of Funds (RROF) and certification, notwithstanding paragraph (a) of this section. Any advances to acquire land prior to approval of the RROF and certification are made at the risk of the organization, consortium, or affiliate and reimbursement for such advances may depend on the result of the environmental review. This authorization is limited to the SHOP program only and all other forms of HUD assistance are subject to the limitations in paragraph (a) of this section.

(f) *Relocation.* Funds may be committed for relocation assistance before the approval of the RROF and related certification for the project provided that the relocation assistance is

required by 24 CFR part 42.

[68 FR 56129, Sept. 29, 2003]

§58.23 Financial assistance for environmental review.

The costs of environmental reviews, including costs incurred in complying with any of the related laws and authorities cited in §58.5 and §58.6, are eligible costs to the extent allowable under the HUD assistance program regulations.

Subpart D—Environmental Review Process: Documentation, Range of Activities, Project Aggregation and Classification

§58.30 Environmental review process.

(a) The environmental review process consists of all the actions that a responsible entity must take to determine compliance with this part. The environmental review process includes all the compliance actions needed for other activities and projects that are not assisted by HUD but are aggregated by the responsible entity in accordance with §58.32.

(b) The environmental review process should begin as soon as a recipient determines the projected use of HUD assistance.

§58.32 Project aggregation.

(a) A responsible entity must group together and evaluate as a single project all individual activities which are related either on a geographical or functional basis, or are logical parts of a composite of contemplated actions.

(b) In deciding the most appropriate basis for aggregation when evaluating activities under more than one program, the responsible entity may choose: *functional aggregation* when a specific type of activity (e.g., water improvements) is to take place in several separate locales or jurisdictions; *geographic aggregation* when a mix of dissimilar but related activities is to be concentrated in a fairly specific project area (e.g., a combination of water, sewer and street improvements and economic development activities); or *a combination of*

aggregation approaches, which, for various project locations, considers the impacts arising from each functional activity and its interrelationship with other activities.

(c) The purpose of project aggregation is to group together related activities so that the responsible entity can:

(1) Address adequately and analyze, in a single environmental review, the separate and combined impacts of activities that are similar, connected and closely related, or that are dependent upon other activities and actions. (See 40 CFR 1508.25(a)).

(2) Consider reasonable alternative courses of action.

(3) Schedule the activities to resolve conflicts or mitigate the individual, combined and/or cumulative effects.

(4) Prescribe mitigation measures and safeguards including project alternatives and modifications to individual activities.

(d) *Multi-year project aggregation*—(1) *Release of funds.* When a recipient's planning and program development provide for activities to be implemented over two or more years, the responsible entity's environmental review should consider the relationship among all component activities of the multi-year project regardless of the source of funds and address and evaluate their cumulative environmental effects. The estimated range of the aggregated activities and the estimated cost of the total project must be listed and described by the responsible entity in the environmental review and included in the RROF. The release of funds will cover the entire project period.

(2) When one or more of the conditions described in §58.47 exists, the recipient or other responsible entity must re-evaluate the environmental review.

§58.33 Emergencies.

(a) In the cases of emergency, disaster or imminent threat to health and safety which warrant the taking of an action with significant environmental impact, the provisions of 40 CFR 1506.11 shall apply.

(b) If funds are needed on an emergency basis and adherence to separate comment periods would prevent the giving of assistance during a Presidentially declared disaster, or during a local emergency that has been declared by the chief elected official of the responsible entity who has proclaimed that there is an immediate need for public action to protect the public safety, the combined Notice of FONSI and Notice of Intent to Request Release of Funds (NOI/RROF) may be disseminated and/or published simultaneously with the submission of the RROF. The combined Notice of FONSI and NOI/RROF shall state that the funds are needed on an emergency basis due to a declared disaster and that the comment periods have been combined. The Notice shall also invite commenters to submit

their comments to both HUD and the responsible entity issuing the notice to ensure that these comments will receive full consideration.

[61 FR 19122, Apr. 30, 1996, as amended at 68 FR 56129, Sept. 29, 2003]

§58.34 Exempt activities.

(a) Except for the applicable requirements of §58.6, the responsible entity does not have to comply with the requirements of this part or undertake any environmental review, consultation or other action under NEPA and the other provisions of law or authorities cited in §58.5 for the activities exempt by this section or projects consisting solely of the following exempt activities:

(1) Environmental and other studies, resource identification and the development of plans and strategies;

(2) Information and financial services;

(3) Administrative and management activities;

(4) Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;

(5) Inspections and testing of properties for hazards or defects;

(6) Purchase of insurance;

(7) Purchase of tools;

(8) Engineering or design costs;

(9) Technical assistance and training;

(10) Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;

(11) Payment of principal and interest on loans made or obligations guaranteed by HUD;

(12) Any of the categorical exclusions listed in §58.35(a) provided that there are no circumstances which require compliance with any other Federal laws and authorities cited in §58.5.

(b) A recipient does not have to submit an RROF and certification, and no further approval from HUD or the State will be needed by the recipient for the drawdown of funds to carry out exempt activities and projects. However, the responsible entity must document in writing its determination that each activity or project is exempt and meets the conditions specified for such exemption under this section.

[61 FR 19122, Apr. 30, 1996, as amended at 63 FR 15271, Mar. 30, 1998]

§58.35 Categorical exclusions.

Categorical exclusion refers to a category of activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required, except in extraordinary circumstances (see §58.2(a)(3)) in which a normally excluded activity may have a significant impact. Compliance with the other applicable Federal environmental laws and authorities listed in §58.5 is required for any categorical exclusion listed in paragraph (a) of this section.

(a) *Categorical exclusions subject to §58.5.* The following activities are categorically excluded under NEPA, but may be subject to review under authorities listed in §58.5:

(1) Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets).

(2) Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.

(3) Rehabilitation of buildings and improvements when the following conditions are met:

(i) In the case of a building for residential use (with one to four units), the density is not increased beyond four units, and the land use is not changed;

(ii) In the case of multifamily residential buildings:

(A) Unit density is not changed more than 20 percent;

(B) The project does not involve changes in land use from residential to non-residential; and

(C) The estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation.

(iii) In the case of non-residential structures, including commercial, industrial, and public buildings:

(A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and

(B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

(4)(i) An individual action on up to four dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between; or

(ii) An individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site.

(iii) Paragraphs (a)(4)(i) and (ii) of this section do not apply to rehabilitation of a building for residential use (with one to four units) (see paragraph (a)(3)(i) of this section).

(5) Acquisition (including leasing) or disposition of, or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.

(6) Combinations of the above activities.

(b) *Categorical exclusions not subject to §58.5.* The Department has determined that the following categorically excluded activities would not alter any conditions that would require a review or compliance determination under the Federal laws and authorities cited in §58.5. When the following kinds of activities are undertaken, the responsible entity does not have to publish a NOI/RROF or execute a certification and the recipient does not have to submit a RROF to HUD (or the State) except in the circumstances described in paragraph (c) of this section. Following the award of the assistance, no further approval from HUD or the State will be needed with respect to environmental requirements, except where paragraph (c) of this section applies. The recipient remains responsible for carrying out any applicable requirements under §58.6.

(1) Tenant-based rental assistance;

(2) Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services;

(3) Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;

(4) Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;

(5) Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buydowns, and similar activities that result in the transfer of title.

(6) Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.

(7) Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under §58.47.

(c) *Circumstances requiring NEPA review.* If a responsible entity determines that an activity or project identified in paragraph (a) or (b) of this section, because of extraordinary circumstances and conditions at or affecting the location of the activity or project, may have a significant environmental effect, it shall comply with all the requirements of this part.

(d) The Environmental Review Record (ERR) must contain a well organized written record of the process and determinations made under this section.

[61 FR 19122, Apr. 30, 1996, as amended at 63 FR 15272, Mar. 30, 1998; 68 FR 56129, Sept. 29, 2003; 78 FR 68734, Nov. 15, 2013]

§58.36 Environmental assessments.

If a project is not exempt or categorically excluded under §§58.34 and 58.35, the responsible entity must prepare an EA in accordance with subpart E of this part. If it is evident without preparing an EA that an EIS is required under §58.37, the responsible entity should proceed directly to an EIS.

§58.37 Environmental impact statement determinations.

(a) An EIS is required when the project is determined to have a potentially significant impact on the human environment.

(b) An EIS is required under any of the following circumstances, except as provided in paragraph (c) of this section:

(1) The project would provide a site or sites for, or result in the construction of, hospitals or nursing homes containing a total of 2,500 or more beds.

(2) The project would remove, demolish, convert or substantially rehabilitate 2,500 or more existing housing units (but not including rehabilitation projects categorically excluded

under §58.35), or would result in the construction or installation of 2,500 or more housing units, or would provide sites for 2,500 or more housing units.

(3) The project would provide enough additional water and sewer capacity to support 2,500 or more additional housing units. The project does not have to be specifically intended for residential use nor does it have to be totally new construction. If the project is designed to provide upgraded service to existing development as well as to serve new development, only that portion of the increased capacity which is intended to serve new development should be counted.

(c) If, on the basis of an EA, a responsible entity determines that the thresholds in paragraph (b) of this section are the sole reason for the EIS, the responsible entity may prepare a FONSI pursuant to 40 CFR 1501.4. In such cases, the FONSI must be made available for public review for at least 30 days before the responsible entity makes the final determination whether to prepare an EIS.

(d) Notwithstanding paragraphs (a) through (c) of this section, an EIS is not required where §58.53 is applicable.

(e) *Recommended EIS Format.* The responsible entity must use the EIS format recommended by the CEQ regulations (40 CFR 1502.10) unless a determination is made on a particular project that there is a compelling reason to do otherwise. In such a case, the EIS format must meet the minimum requirements prescribed in 40 CFR 1502.10.

§58.38 Environmental review record.

The responsible entity must maintain a written record of the environmental review undertaken under this part for each project. This document will be designated the "Environmental Review Record" (ERR) and shall be available for public review. The Departmental Environmental Clearance Officer (DECO) shall establish a prescribed format that the responsible entity shall use to prepare the ERR. The DECO may prescribe alternative formats as necessary to meet specific program needs.

(a) *ERR Documents.* The ERR shall contain all the environmental review documents, public notices and written determinations or environmental findings required by this part as evidence of review, decisionmaking and actions pertaining to a particular project of a recipient. The document shall:

(1) Describe the project and the activities that the recipient has determined to be part of the project;

(2) Evaluate the effects of the project or the activities on the human environment;

(3) Document compliance with applicable statutes and authorities, in particular those cited in §58.5 and 58.6; and

(4) Record the written determinations and other review findings required by this part (e.g., exempt and categorically excluded projects determinations, findings of no significant impact).

(b) *Other documents and information.* The ERR shall also contain verifiable source documents and relevant base data used or cited in EAs, EISs or other project review documents. These documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and special studies prepared for the recipient that are not otherwise generally available for public review shall not be incorporated by reference but shall be included in the ERR.

[61 FR 19122, Apr. 30, 1996, as amended at 79 FR 49229, Aug. 20, 2014]

Back to Top

Subpart E—Environmental Review Process: Environmental Assessments (EA's)

§58.40 Preparing the environmental assessment.

The DECO shall establish a prescribed format that the responsible entity shall use to prepare the EA. The DECO may prescribe alternative formats as necessary to meet specific program needs. In preparing an EA for a particular proposed project or other action, the responsible entity must:

(a) Determine existing conditions and describe the character, features and resources of the project area and its surroundings; identify the trends that are likely to continue in the absence of the project.

(b) Identify all potential environmental impacts, whether beneficial or adverse, and the conditions that would change as a result of the project.

(c) Identify, analyze and evaluate all impacts to determine the significance of their effects on the human environment and whether the project will require further compliance under related laws and authorities cited in §58.5 and §58.6.

(d) Examine and recommend feasible ways in which the project or external factors relating to the project could be modified in order to eliminate or minimize adverse environmental impacts.

(e) Discuss the need for the proposal, appropriate alternatives where the proposal involves unresolved conflicts concerning alternative uses of available resources, the environmental impacts of the proposed action and alternatives, and a listing of agencies and persons consulted.

(f) Complete all environmental review requirements necessary for the project's compliance with applicable authorities cited in §§58.5 and 58.6.

(g) Based on steps set forth in paragraph (a) through (f) of this section, make one of the following findings:

(1) A Finding of No Significant Impact (FONSI), in which the responsible entity determines that the project is not an action that will result in a significant impact on the quality of the human environment. The responsible entity may then proceed to §58.43.

(2) A finding of significant impact, in which the project is deemed to be an action which may significantly affect the quality of the human environment. The responsible entity must then proceed with its environmental review under subpart F or G of this part.

[61 FR 19122, Apr. 30, 1996, as amended at 79 FR 49229, Aug. 20, 2014]

§58.43 Dissemination and/or publication of the findings of no significant impact.

(a) If the responsible entity makes a finding of no significant impact, it must prepare a FONSI notice, using the current HUD-recommended format or an equivalent format. As a minimum, the responsible entity must send the FONSI notice to individuals and groups known to be interested in the activities, to the local news media, to the appropriate tribal, local, State and Federal agencies; to the Regional Offices of the Environmental Protection Agency having jurisdiction and to the HUD Field Office (or the State where applicable). The responsible entity may also publish the FONSI notice in a newspaper of general circulation in the affected community. If the notice is not published, it must also be prominently displayed in public buildings, such as the local Post Office and within the project area or in accordance with procedures established as part of the citizen participation process.

(b) The responsible entity may disseminate or publish a FONSI notice at the same time it disseminates or publishes the NOI/RROF required by §58.70. If the notices are released as a combined notice, the combined notice shall:

(1) Clearly indicate that it is intended to meet two separate procedural requirements; and

(2) Advise the public to specify in their comments which “notice” their comments address.

(c) The responsible entity must consider the comments and make modifications, if appropriate, in response to the comments, before it completes its environmental certification and before the recipient submits its RROF. If funds will be used in Presidentially declared disaster areas, modifications resulting from public comment, if appropriate, must be made before proceeding with the expenditure of funds.

§58.45 Public comment periods.

Required notices must afford the public the following minimum comment periods, counted in accordance with §58.21:

(a) Notice of Finding of No Significant Impact (FONSI)	15 days when published or, if no publication, 18 days when mailing and posting
(b) Notice of Intent to Request Release of Funds (NOI-RROF)	7 days when published or, if no publication, 10 days when mailing and posting
(c) Concurrent or combined notices	15 days when published or, if no publication, 18 days when mailing and posting

[68 FR 56130, Sept. 29, 2003]

§58.46 Time delays for exceptional circumstances.

The responsible entity must make the FONSI available for public comments for 30 days before the recipient files the RROF when:

(a) There is a considerable interest or controversy concerning the project;

(b) The proposed project is similar to other projects that normally require the preparation of an EIS; or

(c) The project is unique and without precedent.

§58.47 Re-evaluation of environmental assessments and other environmental findings.

(a) A responsible entity must re-evaluate its environmental findings to determine if the original findings are still valid, when:

(1) The recipient proposes substantial changes in the nature, magnitude or extent of the project, including adding new activities not anticipated in the original scope of the project;

(2) There are new circumstances and environmental conditions which may affect the project or have a bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity which is proposed to be continued; or

(3) The recipient proposes the selection of an alternative not in the original finding.

(b)(1) If the original findings are still valid but the data or conditions upon which they were based have changed, the responsible entity must affirm the original findings and update its ERR by including this re-evaluation and its determination based on its findings. Under these circumstances, if a FONSI notice has already been published, no further publication of a FONSI notice is required.

(2) If the responsible entity determines that the original findings are no longer valid, it must prepare an EA or an EIS if its evaluation indicates potentially significant impacts.

(3) Where the recipient is not the responsible entity, the recipient must inform the responsible entity promptly of any proposed substantial changes under paragraph (a)(1) of this section, new circumstances or environmental conditions under paragraph (a)(2) of this section, or any proposals to select a different alternative under paragraph (a)(3) of this section, and must then permit the responsible entity to re-evaluate the findings before proceeding.

[61 FR 19122, Apr. 30, 1996, as amended at 63 FR 15272, Mar. 30, 1998]

Subpart F—Environmental Review Process: Environmental Impact Statement Determinations

§58.52 Adoption of other agencies' EISs.

The responsible entity may adopt a draft or final EIS prepared by another agency provided that the EIS was prepared in accordance with 40 CFR parts 1500 through 1508. If the responsible entity adopts an EIS prepared by another agency, the procedure in 40 CFR 1506.3 shall be followed. An adopted EIS may have to be revised and modified to adapt it to the particular environmental conditions and circumstances of the project if these are different from the project reviewed in the EIS. In such cases the responsible entity must prepare, circulate, and file a supplemental draft EIS in the manner prescribed in §58.60(d) and otherwise comply with the clearance and time requirements of the EIS process, except that scoping requirements under 40 CFR 1501.7 shall not apply. The agency that prepared the original EIS should be informed that the responsible entity intends to amend and adopt the EIS. The responsible entity may adopt an EIS when it acts as a cooperating agency in its preparation under 40 CFR 1506.3. The responsible entity is not required to re-circulate or file the EIS, but must complete the clearance process for the RROF. The decision to adopt an EIS shall be made a part of the project ERR.

§58.53 Use of prior environmental impact statements.

Where any final EIS has been listed in the FEDERAL REGISTER for a project pursuant to this part, or where an areawide or similar broad scale final EIS has been issued and the EIS anticipated a subsequent project requiring an environmental clearance, then no new EIS is required for the subsequent project if all the following conditions are met:

(a) The ERR contains a decision based on a finding pursuant to §58.40 that the proposed project is not a new major Federal action significantly affecting the quality of the human environment. The decision shall include:

(1) References to the prior EIS and its evaluation of the environmental factors affecting the proposed subsequent action subject to NEPA;

(2) An evaluation of any environmental factors which may not have been previously assessed, or which may have significantly changed;

(3) An analysis showing that the proposed project is consistent with the location, use, and density assumptions for the site and with the timing and capacity of the circulation, utility, and other supporting infrastructure assumptions in the prior EIS;

(4) Documentation showing that where the previous EIS called for mitigating measures or other corrective action, these are completed to the extent reasonable given the current state of development.

(b) The prior final EIS has been filed within five (5) years, and updated as follows:

(1) The EIS has been updated to reflect any significant revisions made to the assumptions under which the original EIS was prepared;

(2) The EIS has been updated to reflect new environmental issues and data or legislation and implementing regulations which may have significant environmental impact on the project area covered by the prior EIS.

(c) There is no litigation pending in connection with the prior EIS, and no final judicial finding of inadequacy of the prior EIS has been made.

Subpart G—Environmental Review Process: Procedures for Draft, Final and Supplemental Environmental Impact Statements

§58.55 Notice of intent to prepare an EIS.

As soon as practicable after the responsible entity decides to prepare an EIS, it must publish a NOI/EIS, using the HUD recommended format and disseminate it in the same manner as required by 40 CFR parts 1500 through 1508.

§58.56 Scoping process.

The determination on whether or not to hold a scoping meeting will depend on the same circumstances and factors as for the holding of public hearings under §58.59. The responsible entity must wait at least 15 days after disseminating or publishing the NOI/EIS before holding a scoping meeting.

§58.57 Lead agency designation.

If there are several agencies ready to assume the lead role, the responsible entity must make its decision based on the criteria in 40 CFR 1501.5(c). If the responsible entity and a Federal agency are unable to reach agreement, then the responsible entity must notify HUD (or the State, where applicable). HUD (or the State) will assist in obtaining a determination based on the procedure set forth in 40 CFR 1501.5(e).

§58.59 Public hearings and meetings.

(a) *Factors to consider.* In determining whether or not to hold public hearings in accordance with 40 CFR 1506.6, the responsible entity must consider the following factors:

(1) The magnitude of the project in terms of economic costs, the geographic area involved, and the uniqueness or size of commitment of resources involved.

(2) The degree of interest in or controversy concerning the project.

(3) The complexity of the issues and the likelihood that information will be presented at the hearing which will be of assistance to the responsible entity.

(4) The extent to which public involvement has been achieved through other means.

(b) *Procedure.* All public hearings must be preceded by a notice of public hearing, which must be published in the local news media 15 days before the hearing date. The Notice must:

(1) State the date, time, place, and purpose of the hearing or meeting.

(2) Describe the project, its estimated costs, and the project area.

(3) State that persons desiring to be heard on environmental issues will be afforded the opportunity to be heard.

(4) State the responsible entity's name and address and the name and address of its Certifying Officer.

(5) State what documents are available, where they can be obtained, and any charges that may apply.

§58.60 Preparation and filing of environmental impact statements.

(a) The responsible entity must prepare the draft environmental impact statement (DEIS) and the final environmental impact statements (FEIS) using the current HUD recommended format or its equivalent.

(b) The responsible entity must file and distribute the (DEIS) and the (FEIS) in the

following manner:

(1) Five copies to EPA Headquarters;

(2) Five copies to EPA Regional Office;

(3) Copies made available in the responsible entity's and the recipient's office;

(4) Copies or summaries made available to persons who request them; and

(5) FEIS only—one copy to State, HUD Field Office, and HUD Headquarters library.

(c) The responsible entity may request waivers from the time requirements specified for the draft and final EIS as prescribed in 40 CFR 1506.6.

(d) When substantial changes are proposed in a project or when significant new circumstances or information becomes available during an environmental review, the recipient may prepare a supplemental EIS as prescribed in 40 CFR 1502.9.

(e) The responsible entity must prepare a Record of Decision (ROD) as prescribed in 40 CFR 1505.2.

[61 FR 19122, Apr. 30, 1996, as amended at 63 FR 15272, Mar. 30, 1998]

Subpart H—Release of Funds for Particular Projects

§58.70 Notice of intent to request release of funds.

The NOI/RROF must be disseminated and/or published in the manner prescribed by §58.43 and §58.45 before the certification is signed by the responsible entity.

§58.71 Request for release of funds and certification.

(a) The RROF and certification shall be sent to the appropriate HUD Field Office (or the State, if applicable), except as provided in paragraph (b) of this section. This request shall be executed by the Certifying Officer. The request shall describe the specific project and activities covered by the request and contain the certification required under the applicable statute cited in §58.1(b). The RROF and certification must be in a form specified by HUD.

(b) When the responsible entity is conducting an environmental review on behalf of a recipient, as provided for in §58.10, the recipient must provide the responsible entity with all available project and environmental information and refrain from undertaking any physical activities or choice limiting actions until HUD (or the State if applicable) has approved its

request for release of funds. The certification form executed by the responsible entity's certifying officer shall be sent to the recipient that is to receive the assistance along with a description of any special environmental conditions that must be adhered to in carrying out the project. The recipient is to submit the RROF and the certification of the responsible entity to HUD (or the State, if applicable) requesting the release of funds. The recipient must agree to abide by the special conditions, procedures and requirements of the environmental review, and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions.

(c) If the responsible entity determines that some of the activities are exempt under applicable provisions of this part, the responsible entity shall advise the recipient that it may commit funds for these activities as soon as programmatic authorization is received. This finding shall be documented in the ERR maintained by the responsible entity and in the recipient's project files.

§58.72 HUD or State actions on RROFs and certifications.

The actions which HUD (or a State) may take with respect to a recipient's environmental certification and RROF are as follows:

(a) In the absence of any receipt of objection to the contrary, except as provided in paragraph (b) of this section, HUD (or the State) will assume the validity of the certification and RROF and will approve these documents after expiration of the 15-day period prescribed by statute.

(b) HUD (or the state) may disapprove a certification and RROF if it has knowledge that the responsible entity or other participants in the development process have not complied with the items in §58.75, or that the RROF and certification are inaccurate.

(c) In cases in which HUD has approved a certification and RROF but subsequently learns (e.g., through monitoring) that the recipient violated §58.22 or the recipient or responsible entity otherwise failed to comply with a clearly applicable environmental authority, HUD shall impose appropriate remedies and sanctions in accord with the law and regulations for the program under which the violation was found.

[61 FR 19122, Apr. 30, 1996, as amended at 68 FR 56130, Sept. 29, 2003]

§58.73 Objections to release of funds.

HUD (or the State) will not approve the ROF for any project before 15 calendar days have elapsed from the time of receipt of the RROF and the certification or from the time specified in the notice published pursuant to §58.70, whichever is later. Any person or agency may object to a recipient's RROF and the related certification. However, the objections must meet the conditions and procedures set forth in subpart H of this part. HUD

(or the State) can refuse the RROF and certification on any grounds set forth in §58.75. All decisions by HUD (or the State) regarding the RROF and the certification shall be final.

§58.74 Time for objecting.

All objections must be received by HUD (or the State) within 15 days from the time HUD (or the State) receives the recipient's RROF and the related certification, or within the time period specified in the notice, whichever is later.

§58.75 Permissible bases for objections.

HUD (or the State), will consider objections claiming a responsible entity's noncompliance with this part based only on any of the following grounds:

(a) The certification was not in fact executed by the responsible entity's Certifying Officer.

(b) The responsible entity has failed to make one of the two findings pursuant to §58.40 or to make the written determination required by §§58.35, 58.47 or 58.53 for the project, as applicable.

(c) The responsible entity has omitted one or more of the steps set forth at subpart E of this part for the preparation, publication and completion of an EA.

(d) The responsible entity has omitted one or more of the steps set forth at subparts F and G of this part for the conduct, preparation, publication and completion of an EIS.

(e) The recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by this part before release of funds and approval of the environmental certification by HUD (or the state).

(f) Another Federal agency acting pursuant to 40 CFR part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

[61 FR 19122, Apr. 30, 1996, as amended at 68 FR 56130, Sept. 29, 2003]

§58.76 Procedure for objections.

A person or agency objecting to a responsible entity's RROF and certification shall submit objections in writing to HUD (or the State). The objections shall:

(a) Include the name, address and telephone number of the person or agency submitting the objection, and be signed by the person or authorized official of an agency.

(b) Be dated when signed

(c) Describe the basis for objection and the facts or legal authority supporting the objection.

(d) State when a copy of the objection was mailed or delivered to the responsible entity's Certifying Officer.

§58.77 Effect of approval of certification.

(a) *Responsibilities of HUD and States.* HUD's (or, where applicable, the State's) approval of the certification shall be deemed to satisfy the responsibilities of the Secretary under NEPA and related provisions of law cited at §58.5 insofar as those responsibilities relate to the release of funds as authorized by the applicable provisions of law cited in §58.1(b).

(b) *Public and agency redress.* Persons and agencies seeking redress in relation to environmental reviews covered by an approved certification shall deal with the responsible entity and not with HUD. It is HUD's policy to refer all inquiries and complaints to the responsible entity and its Certifying Officer. Similarly, the State (where applicable) may direct persons and agencies seeking redress in relation to environmental reviews covered by an approved certification to deal with the responsible entity, and not the State, and may refer inquiries and complaints to the responsible entity and its Certifying Officer. Remedies for noncompliance are set forth in program regulations.

(c) *Implementation of environmental review decisions.* Projects of a recipient will require post-review monitoring and other inspection and enforcement actions by the recipient and the State or HUD (using procedures provided for in program regulations) to assure that decisions adopted through the environmental review process are carried out during project development and implementation.

(d) *Responsibility for monitoring and training.* (1) At least once every three years, HUD intends to conduct in-depth monitoring and exercise quality control (through training and consultation) over the environmental activities performed by responsible entities under this part. Limited monitoring of these environmental activities will be conducted during each program monitoring site visit. If through limited or in-depth monitoring of these environmental activities or by other means, HUD becomes aware of any environmental deficiencies, HUD may take one or more of the following actions:

(i) In the case of problems found during limited monitoring, HUD may schedule in-depth monitoring at an earlier date or may schedule in-depth monitoring more frequently;

(ii) HUD may require attendance by staff of the responsible entity at HUD-sponsored or approved training, which will be provided periodically at various locations around the country;

(iii) HUD may refuse to accept the certifications of environmental compliance on subsequent grants;

(iv) HUD may suspend or terminate the responsible entity's assumption of the environmental review responsibility;

(v) HUD may initiate sanctions, corrective actions, or other remedies specified in program regulations or agreements or contracts with the recipient.

(2) HUD's responsibilities and action under paragraph (d)(1) of this section shall not be construed to limit or reduce any responsibility assumed by a responsible entity with respect to any particular release of funds under this part. Whether or not HUD takes action under paragraph (d)(1) of this section, the Certifying Officer remains the responsible Federal official under §58.13 with respect to projects and activities for which the Certifying Officer has submitted a certification under this part.

GROUND LEASE

THIS GROUND LEASE ("**Lease**") is made and effective as of the ___ day of _____ , 2020 ("**Effective Date**") by and between the COUNTY OF ORANGE, a political subdivision of the State of California, the HOUSING AUTHORITY OF THE CITY OF SANTA ANA, a public body, corporate and politic, as tenants-in-common (respectively, the "**County**" and the "**Agency**", and collectively "**Lessor**") and WASHINGTON SANTA ANA HOUSING PARTNERS, L.P., a California limited partnership (hereinafter called "**Tenant**") (also referred to hereinafter each as "**Party**" or collectively as the "**Parties**").

RECITALS

A. County and Agency are tenants-in-common of a certain property that encompasses the Premises (as hereinafter defined).

B. County and Agency have executed a Joint Powers Agreement ("**Joint Powers Agreement**"), pursuant to which the County and Agency agreed to lease the Premises to the Tenant to develop, entitle and construct an 86-unit multifamily affordable housing project, as more fully described herein, upon the fulfillment of certain conditions precedent as set forth therein.

C. The Parties have executed an Option Agreement, dated _____, 2020 ("**Option Agreement**"), pursuant to which the Lessor had agreed to lease the Premises to the Tenant upon the fulfillment of certain conditions precedent.

D. The County and Agency acknowledge that the conditions precedent required by the Joint Powers Agreement and Option Agreement have been fulfilled and therefore the Parties desire that Tenant shall ground lease the Premises from Lessor on the terms set forth herein.

E. Lessor and Tenant have jointly agreed to enter into this Lease as of the date set forth above.

F. On July 2, 2019, the Agency authorized the Executive Director of the Agency and the Recording Secretary to execute a pre-commitment letter with the Tenant to enter into negotiations for a sixty-five (65) year ground-lease of 1126 E. Washington Ave for the development of the Crossroads at Washington affordable housing project located at 1126 and 1146 E. Washington Avenue, Santa Ana, CA 92701 (APNs 398-092-13 and 398-092-14).

G. On July 2, 2019, the City of Santa Ana authorized the City Manager and the Clerk of the Council to execute a pre-commitment letter with the Tenant for $3,971,440 in affordable housing funds consisting of $963,951 in Neighborhood Stabilization Program funds and $3,007,489 in HOME Investment Partnerships Program funds, for the development of the Crossroads at Washington affordable housing project located at 1126 and 1146 E. Washington Avenue, Santa Ana, CA 92701 (APNs 398-092-13 and 398-092-14).

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated into this Lease by reference, and mutual covenants and agreements hereinafter contained, County, Agency and Tenant mutually agree to the following:

ARTICLE I
DEFINITIONS

1.1 **Definitions**: The following defined terms used in this Lease shall have the meanings set forth below. Other terms are defined in other provisions of this Lease, and shall have the definitions given to such terms in such other provisions.

1.1.1. "**Affiliate**" shall mean, with respect to any person (which as used herein includes an individual, trust or entity), any other person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person.

1.1.2. "**Agency**" shall mean the Housing Authority of the City of Santa Ana, acting as the Housing Successor Agency, a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the California Redevelopment Law. The principal office of the Agency is located at 20 Civic Center Plaza, Santa Ana, California 92702. "Agency" shall also refer to the City of Santa Ana where the context dictates, to the effect that the City of Santa Ana shall have all rights granted to the Agency hereunder.

1.1.3. "**Aggregate Transfer**" shall refer to the total "Ownership Interest(s)" in Tenant transferred or assigned in one transaction or a series of related transactions (other than an Excluded Transfer) occurring since the latest of (a) the Effective Date, (b) the execution by Tenant of this Lease, or (c) the most recent Tenant Ownership Change; provided, however, that there shall be no double counting of successive transfers of the same interest in the case of a transaction or series of related transactions involving successive transfers of the same interest. Isolated and unrelated transfers shall not be treated as a series of related transactions for purposes of the definition of "Aggregate Transfer."

1.1.4. **"Annual Operating Expenses"** means all regular and customary annual expenses incurred in relation to the operation of the Premises, including the Improvements, as reflected on the annual budget that Tenant shall prepare and abide by each year during the Term of the loans made by the Agency, City, and County, separately, for the Improvements and for so long as Base Rent remains unpaid and outstanding, as approved in writing by the Lessor. Said Annual Operating Expenses shall include a reasonable property management and administrative fee, fees related to the tax credit syndication of the Premises, utility charges, operating and maintenance expenses, Project property taxes and Project insurance premiums, and such other costs as approved by the Lessor, in his/her reasonable discretion. Tenant will deliver an annual budget for the following year no later than December 1 for each year following issuance of a permanent certificate of occupancy for the Improvements. Lessor shall deliver any comments, or its approval to such operating budget within thirty (30) days of receipt thereof. If an operating budget for the following year has not been approved by Lessor and Tenant prior to January 1 of such year, the annual operating budget from the previous year shall apply until a new operating budget is approved. Notwithstanding the foregoing, in no event shall Annual Operating Expenses include any costs, fees, fines, charges, penalties, awards, judgments or expenses (including, but not limited to legal and accounting fees and expenses) which are due to or arising out of the Tenant's (A) breach or default of any mortgage loan, (B) fraudulent acts or willful misconduct or (C) breach or default under any other contract, lease or agreement pertaining to the Project. Annual Operating Expenses shall also not

include other expenses not related to the Project's operations such as depreciation, amortization, accrued principal and interest expense on deferred payment debt and capital improvement expenditures.

1.1.5. **"Annual Project Revenue"** means all annual revenue generated by the Project from any source, including, but not limited to, rent payments, governmental assistance housing payments, laundry and other vending machine and pay telephone income. Notwithstanding the foregoing, Annual Project Revenue shall not include the following items: (a) security deposits from subtenants (except when applied by Tenant to rent or other amounts owing by subtenants); (b) capital contributions to Tenant by its members, partners or shareholders (including capital contributions required to pay deferred developer fee); (c) condemnation or insurance proceeds; (d) there shall be no line item, expense, or revenue shown allocable to vacant unit(s) at the Project; or (e) receipt by an Affiliate of management fees or other bona fide arms-length payments for reasonable and necessary Operating Expenses associated with the Project.

1.1.6. "**Auditor-Controller**" shall mean the Auditor-Controller, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the Board of Supervisors.

1.1.7. "**Base Rent**" shall mean a total of six million four hundred and fifty thousand dollars ($6,450,000) due and owing and payable in full on the Commencement Date, but if not paid in full on the Commencement Date, then the Base Rent amount paid in accordance with this Lease, including pursuant to Article III, below, with four million, one hundred and eight thousand, one hundred and thirty-six dollars ($4,108,136) being paid to the Agency pursuant to Section 3.1.2 and two million, three hundred and forty-one thousand, eight hundred and sixty-four dollars ($2,341,864) being paid to the County pursuant to Section 3.1.1.

Address	APN	Size (Acres)	Size (SF)	Land Percentage	Value Allocation
City Owned Site	398-092-14	1.456	63,423	63.69%	$4,108,136
County Owned Site	398-092-13	0.83	36,155	36.31%	$2,341,864
Total		**2.286**	**99,578**	**100.00%**	**$6,450,000**

1.1.8. "**Board of Supervisors**" shall mean the Board of Supervisors of the County of Orange, a political subdivision of the State of California, the governing body of the County.

1.1.9. "**Certificate of Occupancy**" shall mean a temporary or final certificate of occupancy (or other equivalent entitlement, however designated) which entitles Tenant to commence normal operation and occupancy of the Improvements.

1.1.10. "**Chief Real Estate Officer**" shall mean the Chief Real Estate Officer, County Executive Office, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the County Board of Supervisors.

1.1.11. "**City**" shall mean the City of Santa Ana, California, a charter city and municipal corporation. "City" shall also refer to the Agency where the context dictates, to the effect that the Agency shall have all the rights granted to the City hereunder. **"City Council"** shall mean the City Council of the City of Santa Ana.

1.1.12. "**Claims**" shall mean liens, claims, demands, suits, judgments, liabilities, damages, fines, losses, penalties, costs and expenses (including without limitation reasonable attorneys' fees and expert witness costs, and costs of suit), and sums reasonably paid in settlement of any of the foregoing.

1.1.13. "**Commencement Date**" shall mean the date on which a Certificate of Occupancy is issued for the Project, and on which the Term shall commence and Base Rent shall become due and payable.

1.1.14. "**Contractor**" shall mean Tenant's general contractor for the construction of the Improvements.

1.1.15. "**County**" shall mean the County of Orange, a political subdivision of the State of California.

1.1.16. "**Effective Date**" is defined in the introductory paragraph to this Lease, and shall be the date on which Tenant take possession of the Premises and is entitled to commence construction pursuant to Article V, below.

1.1.17. "**Event of Default**" is defined in Section 11.1.

1.1.18. "**Excluded Transfer**" shall mean any of the following:

(a) A transfer by any direct or indirect partner, shareholder, or member of Tenant (or of a limited partnership, corporation, or limited liability company that is a direct or indirect owner in Tenant's ownership structure) as of the Effective Date or the date on which a Tenant Ownership Change occurred as to the interest transferred, to any other direct or indirect partner, shareholder, or member of Tenant (or of a limited partnership, corporation, or limited liability company that is a direct or indirect owner in Tenant's ownership structure) as of the Effective Date, including in each case to or from a trust for the benefit of the immediate family of any direct or indirect partner or member of Tenant who is an individual;

(b) A transfer of an Ownership Interest in Tenant or in constituent entities of Tenant (i) to a member of the immediate family of the transferor (which for purposes of this Lease shall be limited to the transferor's spouse, children, parents, siblings, and grandchildren); (ii) to a trust for the benefit of a member of the immediate family of the transferor; (iii) from such a trust or any trust that is an owner in a constituent entity of Tenant as of the Effective Date, to the settlor or beneficiaries of such trust or to one or more other trusts created by or for the benefit of any of the foregoing persons, whether any such transfer described in this subsection is the result of gift, devise, intestate succession, or operation of law; or (iv) in connection with a pledge by any partners or members of a constituent entity of Tenant to an affiliate of such partner or member;

(c) A transfer of a direct or indirect interest resulting from public trading in the stock or securities of an entity, when such entity is a corporation or other entity whose stock and/or securities is/are traded publicly on a national stock exchange or traded in the over-the-counter market and the price for which is regularly quoted in recognized national quotation services;

(d) A mere change in the form, method, or status of ownership (including, without limitation, the creation of single-purpose entities) as long as the ultimate beneficial ownership remains the same as of the Effective Date, or is otherwise excluded in accordance with subsections (a) – (c) above;

(e) A transfer to an Affiliated nonprofit public benefit corporation or for-profit corporation, or to a limited partnership whose general partner is a nonprofit corporation, for-profit corporation or limited liability company Affiliated with the Tenant or the Tenant's general partner, subject to the County and Agency's right to reasonably approve the agreement to effect such assignment or transfer;

(f) The lease, assignment of lease or sublease of any individual residential unit in the Improvements;

(g) A transfer of the Tenant's interest in the Premises by foreclosure or deed in lieu of foreclosure (i) to any bona fide third-party lender holding a lien encumbering the Premises (or its nominee), and (ii) by a Lender Foreclosure Transferee to a third-party made in accordance with Section 17.6.5;

(h) Transfers of any limited partnership or membership interest in the Tenant to an investor solely in connection with the tax credit syndication of the Premises in accordance with Section 42 of the Internal Revenue Code of 1986, as amended (the "**Tax Credit Laws**"), (including, without limitation, a subsequent transfer of the Limited Partner's interest to an Affiliate of the Limited Partner), provided, such syndication shall not extend the Term of this Lease;

(i) The grant or exercise of an option agreement or right of first refusal solely in connection with the tax credit syndication of the Premises in accordance with the Tax Credit Laws provided that the syndication shall not extend the Term of this Lease;

(j) The removal and replacement of one or both of Tenant's general partners pursuant to the terms of Tenant's Partnership Agreement as of the Effective Date and replacement by the Limited Partner, or an Affiliate thereof; or

(k) Any assignment of the Lease by Tenant to an Affiliate of Tenant or to a Mortgagee as security in which there is no change to the direct and indirect beneficial ownership of the leasehold interest.

1.1.19. "**Force Majeure Event**" is defined in Article XIV.

1.1.20. "**Hazardous Material(s)**" is defined in Section 4.5.

1.1.21. "**HCD**" shall mean the California Department of Housing and Community Development.

1.1.22. "**Improvement Costs"** shall mean the final actual construction costs incurred by Tenant in connection with the construction of the Improvements and in accordance with the terms of this Lease, excluding ordinary repair and maintenance costs and any Permitted Capital Expenditures paid for out of the Capital Improvement Fund.

1.1.23. "**Improvements**" shall mean and includes all buildings (including above-ground and below ground portions thereof, and all foundations and supports), building systems and equipment (such as HVAC, electrical and plumbing equipment), physical structures, fixtures, hardscape, paving, curbs, gutters, sidewalks, fences, landscaping and all other improvements of any type or nature whatsoever now or hereafter made or constructed on the Premises. The term Improvements shall mean the Initial Improvements and any replacement improvements constructed in accordance with the terms of this Lease. During the entire Term, the Improvements will be restricted to the following uses:

(a) multifamily affordable housing,
(b) permanent supportive housing units and related services, and
(c) related commercial and community-serving uses as needed for the siting of the affordable housing and supportive housing units, as approved by the Lessor.

1.1.24. "**Includes**" shall mean "includes but is not limited to" and "**including**" shall mean "including but is not limited to."

1.1.25. "**Initial Improvements**" shall mean the improvements first constructed by Tenant on the Premises at its sole cost and expense as more particularly described in **Exhibit B** attached hereto and incorporated by reference herein.

1.1.26. "**Interest Rate**" shall mean the lower of: (a) the reference or prime rate of U.S. Bank National Association, in effect from time to time plus three percent (3%); or (b) the highest rate of interest permissible under the Laws not to exceed the rate of twelve percent (12%) per annum.

1.1.27. "**Laws**" shall mean all laws, codes, ordinances, statutes, orders and regulations now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity that are binding on and applicable to the Premises and Improvements.

1.1.28. "**Lease**" shall mean this Ground Lease (including any and all addenda, amendments and exhibits hereto), as now or hereafter amended.

1.1.29. "**Leasehold Estate**" is defined in Section 17.1.1.

1.1.30. "**Leasehold Foreclosure Transferee**" is defined in Section 17.1.2.

1.1.31. "**Leasehold Mortgage**" is defined in Section 17.1.3.

1.1.32. "**Leasehold Mortgagee**" is defined in Section 17.1.4.

1.1.33. "**Lender**" shall mean: (a) a bank, savings bank, investment bank, savings and loan association, mortgage company, insurance company, trust company, commercial credit corporation, real estate investment trust, pension trust or real estate mortgage investment conduit; or (b) some other type of lender engaged in the business of making commercial loans, provided that such other type of lender has total assets of at least $2,000,000 and capital/statutory surplus or shareholder's equity of at least $500,000,000 (or a substantially similar financial capacity if the foregoing tests are not applicable to such type of lender); or (c) a local, state or federal governmental

entity, including but not limited to HCD, which provides predevelopment, acquisition, construction and/or permanent financing for Tenant's acquisition and development of the Property.

1.1.34. "**Lessor's Interest**" shall mean all of County's and Agency's interests in the real property, the Premises, this Lease as tenants-in-common and their existing and reversionary interest in the real property, Premises, as well as the Improvements upon the expiration of the Term or earlier termination thereof.

1.1.35. "**Lessor Parties**" shall mean, collectively and individually, the County, the Agency and their respective Affiliates, governing boards, agents, employees, members, officers, directors and attorneys.

1.1.36. "**Limited Partner**" shall mean any limited partner or investor member (and its successors and/or assigns) of Tenant and shall include all references to "investor" in this Ground Lease.

1.1.37. "**Net Refinancing Proceeds**" is defined in Section 3.2.

1.1.38. "**Net Syndication Proceeds**" is defined in Section 3.2.

1.1.39. "**New Lease**" is defined in Section 17.7.1.

1.1.40. "**Operating Costs**" is defined in Section 3.4.1.

1.1.41. "**Ownership Interests**" shall mean the share(s) of stock, partnership interests, membership interests, other equity interests or any other direct or indirect ownership interests in Tenant, regardless of the form of ownership and regardless of whether such interests are owned directly or through one or more layers of constituent partnerships, corporations, limited liability companies, or trusts.

1.1.42. "**Partnership Related Fees**" shall mean the following fees of Tenant (or partners thereof pursuant to Tenant's Partnership Agreement) which are actually paid including:

(i) a limited partner asset management fee payable to the Limited Partner in the annual amount of $5,000 (increased annually by 3%); and

(ii) partnership management fee (administrative and/or managing general partner) payable to the general partners of Tenant in the aggregate annual amount of $20,000 (increased annually by 3%).

1.1.43. "**Person**" shall include firms, associations, partnerships, joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

1.1.44. "**Premises**" shall mean that certain real property containing approximately 2.28 acres of undeveloped land in the City, together with all easements, rights and privileges appurtenant thereto, to be leased to Tenant pursuant to this Lease and on which Tenant intends to construct the Improvements. The legal description of the Premises is attached hereto as **Exhibit A**. A rendering showing the approximate boundaries of the Premises is attached hereto as **Exhibit A-1**.

1.1.45. "**Project**" shall mean the Improvements, and all related appurtenances, constructed by Tenant on the Premises.

1.1.46. "**Rent**" shall mean and includes the County Base Rent, the Agency Base Rent, and Additional Rent payable by Tenant under this Lease.

1.1.47. "**Residual Receipts"** means the Annual Project Revenue less (A) Annual Operating Expenses (hereinafter defined), (B) obligated debt service on Leasehold Mortgages for the funding of the Improvements approved in writing by the Lessor at the closing of the construction financing for the Improvements or as otherwise approved pursuant to Section 17.2, below, (C) payment obligations approved in writing by the Lessor at the closing of the construction financing for the Improvements, (D) Partnership Related Fees (including accrued by unpaid Partnership Related Fees from the prior year or years), (E) repayment of loans, if any, made by Limited Partner to Tenant for development and/or operating expense deficits on terms reasonably acceptable to Lessor, (F) repayment of loans, if any, made by a general partner of Tenant solely for development and/or operating expense deficits on terms reasonably acceptable to Lessor, (G) deferred developer fee, and (H) scheduled deposits to reserves approved in writing by the Lessor at the closing of the construction financing for the Improvements (or such higher reserve deposits as may be reasonably required by any Leasehold Mortgagee).

1.1.48. "**Risk Manager**" shall mean the Manager of County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the Board of Supervisors and the Risk Manager for the City of Santa Ana, or designee, or upon written notice to Tenant, such other person as may be designated by the City Council.

1.1.49. "**Taxes**" is defined in Section 3.11.2.

1.1.51. "TCAC" is defined as the California Tax Credit Allocation Committee.

1.1.52. "**Tenant Group**" shall mean Tenant and Tenant's Affiliates, agents, employees, members, officers, directors and attorneys.

1.1.53. "**Tenant Ownership Change**" shall mean (a) any transfer or assignment by Tenant of the Leasehold Estate or (b) any "Aggregate Transfer" of at least twenty five percent (25%) of the "Ownership Interest(s)" in Tenant, in each case that is not an "Excluded Transfer."

1.1.54. "**Tenant's Partnership Agreement**" shall mean Tenants Amended and Restated Agreement of Limited Partnership dated as of _____.

1.1.55. "**Term**" is defined in Section 2.2.

1.1.56. "**Transfer**" is defined in Section 10.1.1.

1.1.57. "**Transfer Notice**" is defined in Section 10.4.

1.1.58. "**Treasurer-Tax Collector**" shall mean the Treasurer-Tax Collector, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as may be designated by the Board of Supervisors.

1.1.59. "**Utility Costs**" is defined in Section 3.4.1.

1.1.60. "**Work**" shall mean both Tenant's construction activity with respect to the Improvements, including permitted future changes, alterations and renovations thereto and also including, without limiting the generality of the foregoing, site preparation, landscaping, installation of utilities, street construction or improvement and grading or filling in or on the Premises.

ARTICLE II
LEASE OF PROPERTY

2.1 **Lease of Premises**.

2.1.1. Lessor hereby leases the Premises to Tenant for the Term, and Tenant hereby leases the Premises from Lessor for the Term, subject to the terms, conditions, covenants, restrictions and reservations of this Lease.

2.1.2. Warranty of Peaceful Possession. Lessor covenants and warrants that, subject to the Tenant's payment of Rent and performance and observation of all of the covenants, obligations and agreements herein contained and provided to Tenant, Tenant shall and may peaceably and quietly have, hold, occupy, use and enjoy the Premises during the Term and may exercise all of its rights hereunder. Except as otherwise set forth herein, the Lessor covenants and agrees that they shall not grant any mortgage or lien on or in respect of its fee interest in the Premises unless the same is expressly subject and subordinate to this Lease or any New Lease.

2.2 **Term.** The "**Term**" of this Lease shall commence on the Effective Date of this Lease, and shall expire at 12:00 midnight Pacific Standard Time on the 62nd anniversary of the Commencement Date, unless sooner terminated as a result of Tenant's non-compliance with any terms, conditions, covenants, restrictions or reservations of this Lease. Notwithstanding the foregoing, the Term shall not exceed sixty five (65) years from the Effective Date.

2.3 **Termination at End of Term**. This Lease shall terminate without need of further actions of any Party at 12:00 midnight Pacific Standard Time on the last day of the Term.

2.4 **Condition of the Premises**. **TENANT HEREBY ACCEPTS THE PREMISES "AS IS", AND ACKNOWLEDGES THAT THE PREMISES IS IN SATISFACTORY CONDITION. COUNTY AND AGENCY MAKES NO WARRANTY, IMPLIED OR OTHERWISE, AS TO THE SUITABILITY OF THE PREMISES FOR TENANT'S PROPOSED USES. COUNTY AND AGENCY MAKE NO COVENANTS OR WARRANTIES, IMPLIED OR OTHERWISE, RESPECTING THE CONDITION OF THE SOIL, SUBSOIL, OR ANY OTHER CONDITIONS OF THE PREMISES OR THE PRESENCE OF HAZARDOUS MATERIALS, NOR DOES COUNTY OR AGENCY COVENANT OR WARRANT, IMPLIED OR OTHERWISE, AS TO THE SUITABILITY OF THE PREMISES FOR THE PROPOSED DEVELOPMENT, CONSTRUCTION OR USE BY TENANT. COUNTY AND AGENCY SHALL NOT BE RESPONSIBLE FOR ANY LAND SUBSIDENCE, SLIPPAGE, SOIL INSTABILITY OR DAMAGE RESULTING**

THEREFROM. COUNTY AND AGENCY SHALL NOT BE REQUIRED OR OBLIGATED TO MAKE ANY CHANGES, ALTERATIONS, ADDITIONS, IMPROVEMENTS OR REPAIRS TO THE PREMISES. TENANT SHALL RELY ON ITS OWN INSPECTION AS TO THE SUITABILITY OF THE PREMISES FOR THE INTENDED USE.

TENANT INITIALS: _____ _____

2.5 **Limitations of the Leasehold**. This Lease and the rights and privileges granted Tenant in and to the Premises are subject to all covenants, conditions, restrictions, and exceptions of record as of the date hereof or otherwise disclosed to Tenant prior to the date hereof. Nothing contained in this Lease or in any document related hereto shall be construed to imply the conveyance to Tenant of rights in the Premises which exceed those owned by Lessor, or any representation or warranty, either express or implied, relating to the nature or condition of the Premises or County's or Agency's interest therein.

2.6 **Tenant's Investigation**. Tenant acknowledges that it is solely responsible for investigating the Premises to determine the suitability thereof for the uses contemplated by Tenant. Tenant further acknowledges by executing this Lease that it has completed its investigation and has made such determinations as Tenant believes may be required under the circumstances.

ARTICLE III
TOTAL RENT

3.1 **Base Rent**. Throughout the Term of this Lease, regardless of an earlier termination date Tenant shall pay to the County and the Agency the Base Rent as set forth herein.

3.1.1 County Base Rent. Tenant shall make annual payments to County of thirty-three and four-tenths percent (33.4%) of the then available Residual Receipts (defined above), but only to the extent said Residual Receipts are available, until the amount of two million, three hundred and forty-one thousand, eight hundred and sixty-four dollars ($2,341,864) is fully paid ("**County Base Rent**"). County Base Rent shall only become due after the Tenant has repaid that certain loan from the County awarded under the 2016 Permanent Supportive Housing Notice of Funding Availability, Addendum One, evidenced by a Loan Agreement, Promissory Note and Leasehold Deed of Trust, in the amount of $2,280,701, which is also being paid out of the same thirty-three and four-tenths percent (33.4%) of the Residual Receipts. On the last day of the Term the then outstanding amount of the County Base Rent shall be paid in full if not already paid by that time. County Base Rent will bear interest commencing on the Commencement Date at the simple rate of three percent (3%) per year until paid in full. Once the County Base Rent has been paid in full with interest, Tenant shall have no further obligation for County Base Rent under this Lease.

3.1.2 Agency Base Rent. Tenant shall also make annual payments to Agency of thirty-three and one-third percent (33.3%) of the then available Residual Receipts (defined above), but only to the extent said Residual Receipts are available, until the amount of four million, one hundred and eight thousand, one hundred and thirty-six dollars ($4,108,136) is fully paid ("**Agency Base Rent**"). Agency Base Rent shall only become due after the Tenant has repaid those two certain loans from the City, each evidenced by a Loan Agreement, Promissory Note, Deed of Trust, and Affordability Restrictions on Transfer of Property dated _____, 20__, in the amount of $3,007,489.00, and dated _____, 20__, in the amount of $963,951, which is also being paid out of the same thirty-three and one-third percent (33.3%) of the Residual Receipts. On

the last day of the Term the then outstanding amount of the Agency Base Rent shall be paid in full if not already paid by that time. Agency Base Rent will bear interest commencing on the Commencement Date at the simple rate of three percent (3%) per year until paid in full. Once the Agency Base Rent has been paid in full, Tenant shall have no further obligation for Agency Base Rent under this Lease.

3.2 **Net Refinancing Proceeds/Net Syndication Proceeds**. Any Net Refinancing Proceeds or Net Syndication Proceeds received by Tenant shall be used to pay any unpaid Base Rent. Additionally, the Tenant's right and obligation to use such net proceeds to pay Base Rent is subject to the rights of Leasehold Mortgagees to control the use of such proceeds pursuant to the terms of their respective loan documents, all of which have been reviewed and reasonably approved by the Lessor and is further subject to the consent of TCAC to the extent required under the applicable regulations or the extended use agreement. Without limiting application of those loan documents and TCAC regulations and requirements, in no case shall Tenant be permitted to retain Net Refinancing Proceeds or Net Syndication Proceeds without the prior written consent of the Lessor, until full satisfaction of the unpaid Base Rent. Notwithstanding the foregoing, this Section 3.2 shall not apply to (i) any Excluded Transfer or (ii) any financing described in Section 17.2.

"Net Refinancing Proceeds" shall be defined as the proceeds from the refinancing of any loan approved by Lessor hereunder, net of all of the following: the amount of the financing which is satisfied out of such proceeds, closing costs, costs to rehabilitate the Project, including the costs necessary to obtain refinancing proceeds (such as consultant, legal and other consultant costs), the soft costs related to the rehabilitation of the Project (such as architecture, engineering and other consultant costs, and all required relocation costs), and all hard costs of the rehabilitation, all of which have been reviewed and reasonably approved by the Lessor.

"Net Syndication Proceeds" shall be defined as syndication proceeds net of final Project hard and soft construction costs, including developer fee, based on a cost certification completed at the end of construction, and syndication costs all of which has been reviewed and reasonably approved by the Lessor.

3.3 **Triple Net Rent**. It is the intent of the Parties that all Rent shall be absolutely net to Lessor and that, except as otherwise provided herein, Tenant will pay all costs, charges, insurance premiums, taxes, utilities, expenses and assessments of every kind and nature incurred for, against or in connection with the Premises which arise or become due during the Term as a result of Tenant's use and occupancy of the Premises. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the Parties, shall County or Agency be obligated or required to make any payment of any kind whatsoever or be under any other obligation or liability under this Lease except as expressly provided herein.

3.4 **Insufficient Funds**. For purposes of this Section 3.4, Rent shall have the same meaning as stated in Section 1.1.42. If any payment of Rent or other fees made by check is returned due to insufficient funds or otherwise, County and Agency shall have the right to require Tenant to make all subsequent Rent payments by cashier's check, certified check or automated clearing house debit system. All Rent or other fees shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand. No payment by Tenant or receipt by County and Agency of a lesser amount than the Rent or other fees due shall be deemed to be other than on account of the Rent or other fees due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and County

and Agency shall accept such check or payment without prejudice to County's and Agency's right to recover the balance of the Rent or other fees or pursue any other remedy available to the County or Agency in this Lease.

3.5 **Reserved**.

3.6 **Additional Rent**.

3.6.1. **Additional Rent**. During the Term, the Base Rent shall be absolutely net to County and Agency so that all costs (including but not limited to Operating Costs and Utility Costs, as defined below), fees, taxes (including but not limited to Real Estate Taxes and Equipment Taxes, as defined below), charges, expenses, impositions, reimbursements, and obligations of every kind relating to the Premises shall be paid or discharged by Tenant as additional rent ("**Additional Rent**"). Additional Rent shall also include such amounts as described in Article XI. As more particularly set forth in Sections 3.6.3 and 3.6.6, below, Tenant has the right to pay under protest the foregoing Additional Rent, as applicable, and defend against the same. Any imposition rebates shall belong to Tenant.

3.6.2. **Taxes**. During the Term, Tenant shall pay directly to the taxing authorities all Taxes (as herein defined) at least ten (10) days prior to delinquency thereof. For purposes hereof, "**Taxes**" shall include any form of assessment, license fee, license tax, business license fee, commercial rental tax, levy, penalty, sewer use fee, real property tax, charge, possessory interest tax, tax or similar imposition (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage, flood control, water pollution control, public transit or other special district thereof, as against any legal or equitable interest of County or Agency in the Premises or any payments in lieu of taxes required to be made by County or Agency, including, but not limited to, the following:

(a) Any assessment, tax, fee, levy, improvement district tax, charge or similar imposition in substitution, partially or totally, of any assessment, tax, fee, levy, charge or similar imposition previously included within the definition of Taxes. It is the intention of Tenant and Lessor that all such new and increased assessments, taxes, fees, levies, charges and similar impositions be included within the definition of "**Taxes**" for the purpose of this Lease.

(b) Any assessment, tax, fee, levy, charge or similar imposition allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax or excise tax levied by the city, county, state or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof;

(c) Any assessment, tax, fee, levy, charge or similar imposition upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises, including any possessory interest tax levied on the Tenant's interest under this Lease;

(d) Any assessment, tax, fee, levy, charge or similar imposition by any governmental agency related to any transportation plan, fund or system instituted within the geographic area of which the Premises are a part.

The definition of "**Taxes**," including any additional tax the nature of which was previously included within the definition of "**Taxes**," shall include any increases in such taxes, levies, charges or assessments occasioned by increases in tax rates or increases in assessed valuations, whether occurring as a result of a sale or otherwise.

3.6.3. **Contest of Taxes**. Tenant shall have the right to contest, oppose or object to the amount or validity of any Taxes or other charge levied on or assessed against the Premises and/or Improvements or any part thereof; provided, however, that the contest, opposition or objection must be filed before such time the Taxes or other charge at which it is directed becomes delinquent. Furthermore, no such contest, opposition or objection shall be continued or maintained after the date the tax, assessment or other charge at which it is directed becomes delinquent unless Tenant has either: (i) paid such tax, assessment or other charge under protest prior to its becoming delinquent; or (ii) obtained and maintained a stay of all proceedings for enforcement and collection of the tax, assessment or other charge by posting such bond or other matter required by law for such a stay; or (iii) delivered to Lessor a good and sufficient undertaking in an amount specified by Lessor and issued by a bonding corporation authorized to issue undertakings in California conditioned on the payment by Tenant of the tax, assessments or charge, together with any fines, interest, penalties, costs and expenses that may have accrued or been imposed thereon within thirty (30) days after final determination of Tenant's contest, opposition or objection to such tax, assessment or other charge.

3.6.4. **Payment by Lessor**. Should Tenant fail to pay any Taxes required by this Article III to be paid by Tenant within the time specified herein, subject to Tenant's right to contest such Taxes in accordance with Section 3.6.3, and if such amount is not paid by Tenant within fifteen (15) days after receipt of Lessor's written notice advising Tenant of such nonpayment, County and/or Agency may, without further notice to or demand on Tenant, pay, discharge or adjust such tax, assessment or other charge for the benefit of Tenant. In such event Tenant shall promptly on written demand of County or Agency reimburse County and/or Agency for the full amount paid by County and/or Agency in paying, discharging or adjusting such tax, assessment or other charge, together with interest at the Interest Rate from the date advanced until the date repaid.

3.6.5. **Operating Costs**. Tenant shall pay all Operating Costs during the Term prior to delinquency. As used in this Lease, the term "**Operating Costs**" shall mean all charges, costs and expenses related to the Premises, including, but not limited to, management, operation, maintenance, overhaul, improvement, replacement or repair of the Improvements and/or the Premises.

3.6.6. **Utility Costs**. Tenant shall pay all Utility Costs during the Term prior to delinquency. As used in this Lease, the term "**Utility Costs**" shall include all charges, surcharges, taxes, connection fees, service fees and other costs of installing and using all utilities required for or utilized in connection with the Premises and/or the Improvements, including without limitation, costs of heating, ventilation and air conditioning for the Premises, costs of furnishing gas, electricity and other fuels or power sources to the Premises, and the costs of furnishing water and sewer services to the Premises. Tenant agrees to indemnify and hold harmless the County and Agency against any liability, claim, or demand for the late payment or non-payment of Utility Costs.

ARTICLE IV
USE OF PREMISES

4.1 **Permitted Use of Premises**. Tenant may use the Premises for the construction, development, entitlement, operation, maintenance, replacement and repair of the Improvements as follows:

4.1.1. **Required Services and Uses**. Lessor's primary purpose for entering into this Lease is to promote the development of the Improvements consistent with this Lease. In furtherance of that purpose, Tenant shall construct and during the entire Term operate, maintain, replace and repair the Improvements in a manner consistent with the Laws and for the following uses:

(a) multifamily affordable housing, and appurtenant improvements, including, without limitation, parking,

(b) permanent supportive housing units and related services, and

(c) related commercial and community-serving uses, as approved by the Lessor.

4.1.2. **Ancillary Services and Uses**. Subject to the prior written approval of Lessor, which approval may be granted or withheld in the sole discretion of the Lessor, Tenant may provide those additional services and uses which are ancillary to and compatible with the required services and uses set forth in Section 4.1.1., above.

4.1.3. **Additional Concessions or Services**. Tenant may establish, maintain, and operate such other additional facilities, concessions, and services as Tenant and Lessor may jointly from time to time reasonably determine to be reasonably necessary for the use of the Premises and which are otherwise permitted by Law for the sole purpose to provide affordable housing and/or emergency shelter.

4.1.4. **Restricted Use**. The services and uses listed in this Section 4.1, both required and optional, shall be the only services and uses permitted. Tenant agrees not to use the Premises for any other purpose or engage in or permit any other activity within or from the Premises unless approved in writing by the Lessor, which approval may be granted or withheld in the sole discretion of the Lessor.

4.1.5. **Continuous Use**. During the Term, Tenant shall continuously conduct Tenant's business in the Premises in the manner provided under this Lease and shall not discontinue use of the Premises for any period of time except in the case of a Force Majeure Event or as permitted in advance and in writing by the Lessor.

4.1.6. **Alcohol Restrictions.** Tenant shall not permit the sale or service of alcoholic beverages on the Premises.

4.1.7. **Permits and Licenses**. Tenant shall be solely responsible to obtain, at its sole cost and expense, any and all permits, licenses or other approvals required for the uses permitted herein and shall maintain such permits, licenses or other approvals for the entire Term.

4.2 **Nuisance; Waste**. Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises and Improvements or any part thereof. Tenant shall not commit or allow to be committed any waste in or upon the Premises or Improvements and shall keep the Premises and the Improvements thereon in good condition, repair and appearance.

4.3 **Compliance with Laws**. Tenant shall not use or permit the Premises or the Improvements or any portion thereof to be used in any manner or for any purpose that violates any applicable Laws. Tenant shall have the right to contest, in good faith, any such Laws, and to delay compliance with such Laws during the pendency of such contest (so long as there is no material threat to life, health or safety that is not mitigated by Tenant to the satisfaction of the applicable authorities). Lessor may cooperate with Tenant in all reasonable respects in such contest, including joining with Tenant in any such contest if County and/or Agency's joinder is required in order to maintain such contest; provide, however, that any such contest shall be without cost to Lessor, and Tenant shall indemnify, defend (with attorneys acceptable to Lessor), and hold harmless the Lessor from any and all claims, liabilities, losses, damages, or actions of any kind and nature, including reasonable attorneys' fees, arising or related to Tenant's failure to observe or comply with the contested Law during the pendency of the contest.

4.4 **Hazardous Materials**.

4.4.1. **Definition of Hazardous Materials**. For purposes of this Lease, the term "**Hazardous Material**" or "**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 and/or Agency acting in their governmental capacity, the State of California or the United States government.

4.4.2. **Use of Hazardous Materials**. Except for those Hazardous Materials which are customarily used in connection with the construction, operation, maintenance and repair of the Improvements or used in connection with any permitted use of the Premises and Improvements under this Lease (which Hazardous Materials shall be used in compliance with all applicable Laws), Tenant or Tenant's employees, agents, independent contractors or invitees (collectively "**Tenant Parties**") shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the Premises (which for purposes of this Section shall include the subsurface soil and ground water).

4.4.3. **Tenant Obligations**. If the presence of any Hazardous Materials on, under or about the Premises caused or permitted by Tenant or Tenant Parties, and excluding Hazardous Materials existing on the Premises prior to the Effective Date (the "**Existing Hazardous Materials**"), results in (i) injury to any person, (ii) injury to or contamination of the Premises (or a portion thereof), or (iii) injury to or contamination or any real or personal property wherever situated, Tenant, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Premises to the condition existing prior to the introduction of such Hazardous Materials to the Premises and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of County or Agency under this Lease, Tenant shall pay the cost of any cleanup or remedial work performed on, under, or about the Premises as required by this Lease or by applicable Laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by Tenant or Tenant Parties, excluding the Existing Hazardous Materials. Notwithstanding the foregoing, Tenant shall not take any remedial action in response to

the presence, discharge or release, of any Hazardous Materials on, under or about the Premises caused or permitted by Tenant or Tenant Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of the Lessor. All work performed or caused to be performed by Tenant as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by Lessor.

4.4.4. **Indemnification for Hazardous Materials**.

(a) To the fullest extent permitted by law, Tenant hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to Lessor) Lessor, its elected officials, officers, employees, agents, independent contractors, and the Premises, from and against any and all liabilities, losses, damages (including, but not limited, damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact on marketing and diminution in the value of the Premises), judgments, fines, demands, claims, recoveries, efficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable (collectively, "**Liabilities**"), arising out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises by Tenant or Tenant Parties, and excluding all Existing Hazardous Materials. To clarify, the foregoing indemnification shall not apply to any Liabilities arising out of Tenant's discovery of Existing Hazardous Materials on the Premises or attributable to the presence of Existing Hazardous Materials on the Premises.

(b) The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the Premises and the preparation of any closure or other required plans; provided, however, Tenant shall have no obligation or responsibility for the cost of any repair, remediation, restoration, clean-up or detoxification of the Premises related to Existing Hazardous Materials.

(c) The foregoing indemnity and defense obligations (and exclusions therefrom) of this Lease shall survive its expiration or termination; provided, however, that the indemnity contained in this Section 4.4.4 shall not apply to any Liabilities arising or occurring (a) prior to the Effective Date of this Ground Lease, (b) after the expiration or earlier termination of the Term of this Ground Lease, (c) as a result of the grossly negligent or wrongful acts or omissions of Lessor, or (d) related to Existing Hazardous Materials on the Premises.

4.5 **Access by Lessor**. Lessor reserves the right for County, Agency and their authorized representatives to enter the Premises upon two (2) business days' prior written notice to Tenant, during normal business hours, in order to determine whether Tenant is complying with Tenant's obligations hereunder, or to enforce any rights given to County or Agency under this Lease. Lessor and its representatives shall report to the Tenant's on-site office and must be accompanied by a representative of Tenant at all times while on the Property and obey Tenant's rules and regulations. Tenant acknowledges Lessor have the authority to enter the Premises and perform work on the Premises at any time as needed to provide immediate or necessary protection for the general public. Lessor will take all necessary measures not to unreasonably interfere with Tenant's business at the Premises in exercising its rights under this Section.

Lessor shall indemnify and hold Tenant harmless from and against any loss, cost, damage or liability, including, without limitation, attorneys' fees, which results from Lessor's willful misconduct or gross negligence, or willful misconduct or gross negligence committed by any party acting under Lessor's authority, of the rights granted by this Section 4.5.

ARTICLE V
CONSTRUCTION OF IMPROVEMENTS

5.1 **Construction of Improvements**.

5.1.1. **Initial Improvements**. Upon the fulfillment of the Preconditions set forth in Section 5.1.2, below, and payment for and issuance of all permits required under the Laws (whether from County or City in their governmental capacity, or otherwise), Tenant shall construct the Initial Improvements.

5.1.2. **Preconditions**. No work for development of the Initial Improvements shall be commenced, and no building or other materials shall be delivered to the Premises, until:

(a) Lessor has provided approval in writing that all the conditions set forth in Section 5 of the Option Agreement have been satisfied;

(b) Tenant has obtained a permit through the City, submitted Project design, conceptual development, plans and special provisions for the construction of Improvements in accordance with the Lessor's criteria, standard and practices;

(c) Tenant has given Lessor written notice of the proposed commencement of construction of the Premises or the delivery of construction materials in order to allow Lessor to take all necessary actions under California Civil Code section 3094, including posting of a notice of non-responsibility at the Premises; and

(d) Tenant has provided to Lessor evidence that (i) Tenant has entered into a Construction Contract with a Contractor in accordance with Section 5.2 below, (ii) Tenant has secured the construction funding required under Section 5.1.4 below, and (iii) Tenant has provided Lessor with assurances sufficient to construct the Initial Improvements in accordance with Section 5.3 below.

5.1.3. **Utilities**. To the extent not already constructed, Tenant, at no cost to Lessor, shall construct or cause to be constructed all water, gas, heat, light, power, air conditioning, telephone, broadband internet, and other utilities and related services supplied to and/or used on the Premises at Tenant's sole cost and expense for the purposes of conducting Tenant's operations thereon. All such utilities shall be separately metered from any utilities which may be used by County and/or Agency in conducting its operations, if any, on or about the Premises. Nothing contained in this Section is to be construed or implied to give Tenant the right or permission to install or to permit any utility poles or communication towers to be constructed or installed on the Premises.

5.1.4. **Construction Funding**. Prior to commencement of construction of the Initial Improvements, Tenant shall provide to Lessor evidence reasonably satisfactory to Lessor of funding available to Tenant that is sufficient to pay for Tenant's estimated total cost of constructing the Initial Improvements, which evidence may consist of (i) a written commitment to Tenant from a Lender

selected by Tenant to provide a construction loan to Tenant for the purpose of constructing the Initial Improvements (which may be secured by a Leasehold Mortgage encumbering Tenant's leasehold interest under this Lease), (ii) actual equity funds then held by Tenant or irrevocably committed to be paid to Tenant for the purpose of constructing the Initial Improvements, or (iii) any combination of the foregoing. Tenant may from time to time change any of the foregoing funding sources and the allocation thereof, so long as the aggregate available funding continues to be sufficient to pay for Tenant's estimated remaining cost of constructing the Initial Improvements, provided that Tenant shall promptly notify Lessor of any such change.

5.1.5. **Compliance with Laws and Permits**. Tenant shall cause all Improvements made by Tenant to be constructed in substantial compliance with all applicable Laws, including all applicable grading permits, building permits, and other permits and approvals issued by governmental agencies and bodies having jurisdiction over the construction thereof. No permit, approval, or consent given hereunder by County and/or Agency, in their governmental capacity, shall affect or limit Tenant's obligations hereunder, nor shall any approvals or consents given by County and/or Agency, as a Party to this Lease, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

5.1.6. **Reports**. Not less than monthly from the commencement of construction of the Initial Improvements, Tenant shall provide Lessor with written construction status reports in the form of AIA No. G702 ("**Application and Certification for Payment**") or comparable form, augmented by oral reports if so requested by County or Agency.

5.1.7. **Certificate of Occupancy**. Tenant shall provide Lessor with a copy of the Certificate of Occupancy promptly following issuance thereof. The date of issuance of the Certificate of Occupancy shall be the Commencement Date hereunder.

5.1.8. **Insurance**. Tenant (or the Contractor, as applicable) shall deliver to Lessor both (i) certificates of insurance evidencing coverage for "builder's risk," as specified in Section 8.1, and (ii) evidence of worker's compensation insurance, which provide the requisite insurance levels in accordance with Article VIII, for all persons employed in connection with the construction of any Improvements upon the Premises and with respect to whom death or bodily injury claims could be asserted against County and/or Agency or the Premises. Tenant shall (or shall cause Contractor to) maintain, keep in force and pay all premiums required to maintain and keep in said insurance herein at all times during which construction Work is in progress.

5.1.9. **Mechanic's Liens**.

(a) **Payment of Liens**. Tenant shall pay or cause to be paid the total cost and expense of all "Work of Improvement," as that phrase is defined in the California Mechanics' Lien law in effect and as amended from time to time. Tenant shall not suffer or permit to be enforced against the Premises or Improvements or any portion thereof, any mechanics', materialmen's, contractors' or subcontractors' liens arising from any work of improvement, however it may arise. Tenant may, however, in good faith and at Tenant's sole cost and expense contest the validity of any such asserted lien, claim, or demand, provided Tenant (or any contractor or subcontractor, as applicable) has furnished the release bond (if required by County, Agency or any construction lender) required in California Civil Code section 8000 et seq. (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such lien claim). In the event a lien or stop-notice is imposed upon the Premises as a result of such construction, repair, alteration, or

installation, and provided the lien is not the result of actions of, or work performed by, the Lessor, Tenant shall either:

(1) Record a valid Release of Lien, or

(2) Procure and record a bond in accordance with Section 8424 of the Civil Code, which releases the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien, or

(3) Post such security as shall be required by Tenant's title insurer to insure over such lien or stop-notice, or

(4) Should Tenant fail to accomplish either of the three optional actions above within 30 days after Tenant receives notice of the filing of such a lien or stop-notice, it shall constitute an Event of Default hereunder.

(b) **Indemnification**. Tenant shall at all times indemnify, defend with counsel approved in writing by County and/or Agency and hold County and Agency harmless from 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 Premises, and from the cost of defending against such claims, including reasonable attorneys' fees and costs, but excluding any liability resulting from the gross negligence or willful misconduct of Lessor, and excluding any liens resulting from the actions of, or work performed by, the Lessor.

(c) **Protection Against Liens**. Lessor shall have the right to post and maintain on the Premises any notices of non-responsibility provided for under applicable California law. During the course of construction, Tenant shall obtain customary mechanics' lien waivers and releases. Upon completion of the construction of any Improvements, Tenant shall record a notice of completion in accordance with applicable law. Promptly after the Improvements have been completed, Tenant shall (or shall cause Contractor to) record a notice of completion as defined and provided for in California Civil Code section 8000 *et seq*.

(d) **Lessor's Rights**. If Tenant (or any contractor or subcontractor, as applicable) does not cause to be recorded the bond described in California Civil Code section 8000 *et seq*. or otherwise protect the Premises and Improvements under any alternative or successor statute, and a final judgment has been rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Tenant fails to stay the execution of judgment by lawful means or to pay the judgment, Lessor shall have the right, but not the duty to pay or otherwise discharge, stay or prevent the execution of any such judgment or lien or both. Upon any such payment by County and/or Agency, Tenant shall immediately upon receipt of written request therefor by County or Agency, reimburse County and/or Agency for all sums paid by County and/or Agency under this paragraph together with all County and/or Agency's reasonable attorney's fees and costs, plus interest at the Interest Rate from the date of payment until the date of reimbursement.

5.1.10. **No Responsibility**. Any approvals by County or Agency with respect to any Improvements shall not make County or Agency responsible for the Improvement with respect to which approval is given or the construction thereof. Tenant shall indemnify, defend and hold Lessor

harmless from and against all liability and all claims of liability (including, without limitation, reasonable attorneys' fees and costs) arising during the Term of this Lease for damage or injury to persons or property or for death of persons arising from or in connection with the Improvement or construction thereof, but excluding any liability resulting from the gross negligence or willful misconduct of Lessor, and excluding any liens resulting from the actions of, or work performed by, the Lessor.

5.2 **Construction Contracts**.

5.2.1. **Construction Contract**. Tenant shall enter into a written contract with a general contractor ("**Contractor**") for construction of the Initial Improvements based upon the "Construction Contract Documents" approved pursuant to the Option Agreement. All construction of the Initial Improvements shall be performed by contractors and subcontractors duly licensed as such under the laws of the State of California. Tenant shall give Lessor a true copy of the contract or contracts with the Contractor.

5.2.2. **Assignment to County and/or Agency**. Tenant shall obtain the written agreement of the Contractor that, at County and/or Agency's election and in the event that Tenant fails to perform its contract with the Contractor, such Contractor will recognize County and/or Agency as the assignee of the contract with the Contractor, and that County and/or Agency may, upon such election, assume such contract with credit for payments made prior thereto. Notwithstanding the foregoing, the County's and/or Agency's rights under this Section 5.2.2 are hereby made subject and subordinate to the lien of each Leasehold Mortgage.

5.3 **Tenant's Assurance of Construction Completion**. Prior to commencement of construction of the Initial Improvements, or any phase thereof, within the Premises by Tenant, Tenant shall furnish to Lessor evidence that assures Lessor that sufficient monies will be available to complete the proposed construction. The amount of money available shall be at least the total estimated construction cost. Such evidence may take one of the following forms:

5.3.1. Performance bond and labor and materials bond in a principal sum equal to the total estimated construction cost supplied by Contractor or subcontractors, provided said bonds are issued jointly to Tenant, County, Agency and any Leasehold Mortgagees as obligees.

5.3.2. Irrevocable letter of credit issued to Lessor from a financial institution to be in effect until County and Agency acknowledges satisfactory completion of construction;

5.3.3. Cash deposited with the County or Agency (may be in the form of cashier's check or money order or may be electronically deposited);

5.3.4. A completion guaranty, in favor of County and Agency from an Affiliate of The Related Companies of California, LLC, in a form reasonably acceptable to Lessor, coupled with a repayment guaranty in favor of the senior construction lender for its loan;

5.3.4. Any combination of the above.

All bonds and letters of credit must be issued by a company qualified to do business in the State of California and acceptable to Lessor. All bonds and letters of credit shall be in a form acceptable to Lessor, County's Risk Manager and City's Risk Manager in their reasonable discretion, and shall

insure faithful and full observance and performance by Tenant of all terms, conditions, covenants, and agreements relating to the construction of improvements within the Premises.

Tenant shall provide or cause its Contractor to provide payment and/or performance bonds in connection with the construction of the Initial Improvements, and shall name the County and City as an additional obligee on, with the right to enforce, any such bonds.

5.4 **Ownership of Improvements**.

5.4.1. For purposes of this Section 5.4, "**Term**" shall have the meaning stated in Section 2.2.3.

5.4.2. **During Term**. Title to all Improvements constructed or placed on the Premises by Tenant and paid for by Tenant are and shall be vested in Tenant during the Term of this Lease, until the expiration or earlier termination thereof. Any and all depreciation, amortization and tax credits for federal or state purposes relating to the Improvements located on the Premises and any and all additions thereto shall be deducted or credited exclusively by Tenant during the Term. The Parties agree for themselves and all persons claiming under them that the Improvements are real property.

5.4.3. **Upon Expiration or Earlier Termination of Term**. All Improvements on the Premises at the expiration or earlier termination of the Term of this Lease shall, without additional payment to Tenant, then become Lessor's property free and clear of all claims to or against them by Tenant and free and clear of all Leasehold Mortgages and any other liens and claims arising from Tenant's use and occupancy of the Premises, and with Taxes paid current as of the expiration or earlier termination date. Tenant shall upon the expiration or earlier termination of the Term deliver possession of the Premises and the Improvements to Lessor in good order, condition and repair consistent with the requirements of this Lease and in compliance with all applicable laws and regulations for the occupancy of the Project, taking into account reasonable wear and tear and the age of the Improvements.

5.5 **"AS-BUILT" Plans**. Within sixty (60) days following completion of any substantial improvement within the Premises, Tenant shall furnish the Lessor a complete set of reproducibles and two sets of prints of "As-Built" plans and a magnetic tape, disk or other storage device containing the "As-Built" plans in a form usable by Lessor, to Lessor's satisfaction, on Lessor's computer aided mapping and design ("**CAD**") equipment. CAD files are also to be converted to Acrobat Reader (pdf format), which shall be included on the disk or CD ROM. In addition, Tenant shall furnish Lessor copy of the final construction costs for the construction of such improvements.

5.6 **Capital Improvement Fund.**

5.6.1. Tenant shall establish and maintain a reserve fund (the **"Capital Improvement Fund**") during the Term of this Lease (as "Term" is defined in Section 2.2) in accordance with the provisions of this Section 5.6 designated to pay for Permitted Capital Expenditures (as defined below) for the Improvements during the Term of this Lease.

5.6.2. Tenant and Lessor agree and acknowledge that the purpose of the Capital Improvement Fund shall be to provide sufficient funds to pay for the costs of major replacements, renovations or significant upgrades of or to the Improvements, including without limitation building

facade or structure and major building systems (such as HVAC, mechanical, electrical, plumbing, vertical transportation, security, communications, structural or roof) that significantly affect the capacity, efficiency, useful life or economy of operation of the Improvements or their major systems, after the completion of the Initial Improvements ("**Permitted Capital Expenditure(s)**").

5.6.3. The Capital Improvement Fund shall not be used to fund any portion of the construction cost of the Initial Improvements. In addition, Permitted Capital Expenditures shall not include the cost of periodic, recurring or ordinary maintenance expenditures or maintenance, repairs or replacements that keep the Improvements in an ordinarily efficient operating condition, but that do not significantly add to their value or appreciably prolong their useful life. Permitted Capital Expenditures must constitute capital replacements, improvements or equipment under generally accepted accounting principles consistently applied or constitute qualifying aesthetic improvements. Permitted Capital Expenditures shall not include costs for any necessary repairs to remedy any broken or damaged Improvements, all of which costs shall be separately funded by Tenant.

5.6.4. All specific purposes and costs for which Tenant desires to utilize amounts from the Capital Improvement Fund shall be at Tenant's reasonable discretion and subject to Lessor's written approval as provided for in Section 5.6.9, below. Tenant shall furnish to the Lessor applicable invoices, evidence of payment and other back-up materials concerning the use of amounts from the Capital Improvement Fund.

5.6.5. The Capital Improvement Fund shall be held in an account established with a Lender acceptable to the Lessor, into which deposits shall be made by Tenant pursuant to Section 5.6.8, below.

5.6.6. Tenant shall have the right to partly or fully satisfy the Capital Improvement Fund obligations of this Section 5.6 with capital improvement reserves (or replacement reserves) required by Tenant's Leasehold Mortgagees or the Limited Partner, as long as such capital improvement reserves or replacement reserves are in all material respects administered and utilized in accordance, and otherwise comply, with the terms, provisions and requirements of this Section 5.6.

5.6.7. In the event of default by Tenant and the early termination of this Lease, the Lessor shall have full access to the Capital Improvement Fund, provided the Tenant's Leasehold Mortgagee does not use it within a reasonable time for the purposes stated in this Section 5.6; provided, however, that Lessor's rights under this Section 5.6.7 are hereby made subject and subordinate to the lien of each Leasehold Mortgage.

5.6.8. Commencing on the fifteenth (15th) day of the month during which the fifth (5th) anniversary of the Commencement Date occurs, and continuing on or before the fifteenth (15th) day of each month thereafter until five (5) years prior to the expiration of the Term, Tenant shall make a monthly deposit to the Capital Improvement Fund in an amount equal to one percent (1%) of total rent collected by Tenant from sub-tenants for the previous month. All interest and earnings on the Capital Improvement Fund shall be added to the Capital Improvement Fund, but shall not be treated as a credit against the Capital Improvement Fund deposits required to be made by Tenant pursuant to this Section 5.6.

5.6.9. Disbursements shall be made from the Capital Improvement Fund only for costs which satisfy the requirements of this Section 5.6. For the purpose of obtaining the Lessor's prior approval of any Capital Improvement Fund disbursements, Tenant shall submit to the Lessor on

an annual calendar year basis a capital expenditure plan for the upcoming year which details the amount and purpose of anticipated Capital Improvement Fund expenditures ("**Capital Improvement Plan**"). Lessor shall approve or disapprove such Capital Improvement Plan within thirty (30) days of receipt, which approval shall not be unreasonably withheld, conditioned or delayed. Any expenditure set forth in the approved Capital Improvement Plan shall be considered pre-approved by Lessor (but only up to the amount of such expenditure set forth in the Capital Improvement Plan) for the duration of the upcoming year. Tenant shall have the right during the course of each year to submit to the Lessor for the Lessor's approval revisions to the then current Capital Improvement Plan, or individual expenditures not noted on the previously submitted Capital Improvement Plan. In the event of an unexpected emergency that necessitates a Permitted Capital Expenditure not contemplated by the Capital Improvement Plan, the Tenant may complete such work using the funds from the Capital Improvement Fund with contemporaneous or prior (if possible) written notice to the Lessor and provide applicable documentation to the Lessor thereafter for approval. If the Lessor disapproves the emergency expenditure which was not previously approved by Lessor, Tenant shall refund the amount taken from the Capital Improvement Fund within thirty (30) days of written notice from the Lessor of its decision.

5.6.10. Notwithstanding anything above to the contrary, if Tenant incurs expenditures that constitute Permitted Capital Expenditures but which are not funded out of the Capital Improvement Fund because sufficient funds are not then available in such fund, then Tenant may credit the Permitted Capital Expenditures so funded by Tenant out of its own funds against future Capital Improvement Fund contribution obligations of Tenant; provided, that such credit must be applied, if at all, within four (4) years after such Permitted Capital Expenditure is incurred by the Tenant.

ARTICLE VI
REPAIRS, MAINTENANCE, ADDITIONS AND RECONSTRUCTION

6.1 **Maintenance by Tenant**. Throughout the Term of this Lease, Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and any and all Improvements now or hereafter constructed and installed on the Premises in good order, condition and repair (*i.e.*, so that the Premises does not deteriorate more quickly than its age and reasonable wear and tear would otherwise dictate) and in a safe and sanitary condition and in compliance with all applicable Laws in all material respects. Tenant shall immediately notify the Lessor of any damage relating to the Premises.

6.2 **Interior Improvements, Additions and Reconstruction of Improvements**. Following the completion of construction of the Initial Improvements, Tenant shall have the right from time to time to make any interior improvements to the Improvements that are consistent with the Lessor's approved use of the Premises as reflected in this Lease, without Lessor's prior written consent, but with prior written notice to the Lessor (except in the event of an emergency, in which case no prior written notice shall be required but Tenant shall notify Lessor of any emergency work done as soon as practicable). With prior written approval of Lessor, Tenant may restore and reconstruct the Improvements, and in that process make any modifications otherwise required by changes in Laws, following any damage or destruction thereto (whether or not required to do so under Article VII); and/or to make changes, revisions or improvements to the Improvements for uses consistent with the Lessor approved use of the Premises as reflected in this Lease. Tenant shall perform all work authorized by this Section at its sole cost and expense, including, without limitation, with insurance

proceeds approved for such use in accordance with Article VII, if any, and in compliance with all applicable Laws in all material respects.

6.3 **All Other Construction, Demolition, Alterations, Improvements and Reconstruction**. Following the completion of construction of the Initial Improvements, and except as specified in Sections 6.1 and 6.2, any construction, alterations, additions, major repairs, demolition, improvements or reconstruction of any kind shall require the prior written consent of the Lessor, which consent shall not be unreasonably conditioned, delayed or withheld and may require their respective governing body's approval (e.g. Board of Supervisors' and City Council approval). Tenant shall perform all work authorized by this Section at its sole cost and expense, including, without limitation, with insurance proceeds approved for such use in accordance with Article VII, if any, and in compliance with all applicable Laws in all material respects.

6.4 **Requirements of Governmental Agencies**. At all times during the Term of this Lease, Tenant, at Tenant's sole cost and expense, shall: (i) make all alterations, improvements, demolitions, additions or repairs to the Premises and/or the Improvements required to be made by any law, ordinance, statute, order or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity; (ii) observe and comply in all material respects with all Laws now or hereafter made or issued respecting the Premises and/or the Improvements (subject to Tenant's right to contest such Laws in accordance with Section 4.4); (iv) indemnify, defend and hold County, Agency, the Premises and the Improvements free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from Tenant's failure to comply with and perform the requirements of this Article VI.

6.5 **Lessor Obligations**. Tenant specifically acknowledges and agrees that County, Agency and Lessor Parties do not and shall not have any obligations with respect to the maintenance, alteration, improvement, demolition, replacement, addition or repair of any Improvements.

6.6 **Lessor Reservations**. Without limiting Lessor's rights with respect to the Premises, Lessor reserves for themselves, their successors and assigns those rights necessary to assure proper maintenance and operation of the Premises and to permit any steps to be taken which the Lessor deems necessary or desirable to maintain, repair, improve, modify or reconstruct the Premises. The rights reserved to Lessor in this section or any other section of this Lease shall be exercised by the Lessor at their sole discretion, unless otherwise provided herein.

ARTICLE VII
DAMAGE AND RESTORATION

7.1 **Damage and Restoration**. In the event the whole or any part of the Improvements shall be damaged or destroyed by fire or other casualty, damage or action of the elements which is fully covered by insurance required to be carried by Tenant pursuant to this Lease or in fact caused by Tenant, at any time during the Term, Tenant shall with all due diligence, at Tenant's sole cost and expense, repair, restore and rebuild the Improvements on substantially the same plan and design as existed immediately prior to such damage or destruction and to substantially the same condition that existed immediately prior to such damage, with any changes made by Tenant to comply with then applicable Laws and with any upgrades or improvements that Tenant may determine in its reasonable discretion. If Tenant desires to change the use of the Premises following such casualty, then Tenant may make appropriate changes to the Premises to accommodate such changed use after approval of such change of use by the Lessor pursuant to Article IV above. This Article shall not apply to

cosmetic damage or alterations. In the event that Tenant shall determine, subject to the rights of the Leasehold Mortgagees and Limited Partner, if applicable, by notice to the Lessor given by the later of ninety (90) days after the date of the damage or destruction or thirty (30) days after receipt by Tenant of any such insurance proceeds, that there are not adequate proceeds to restore the Improvements and/or the Premises to substantially the same condition in which they existed prior to the occurrence of such damage or destruction, then Tenant may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice. Notwithstanding Section 17.9, if Tenant terminates this Lease pursuant to this Section 7.1, Tenant shall surrender possession of the Premises to the Lessor immediately and assign to the Lessor (or, if same has already been received by Tenant, pay to the Lessor) all of its right, title and interest in and to the proceeds from Tenant's insurance upon the Premises.

7.2 **Restoration**. In the event of any restoration or reconstruction pursuant to this Section, all such work performed by Tenant shall be constructed in a good and workmanlike manner according to and in conformance with the Laws, rules and regulations of all governmental bodies and agencies and the requirements of this Lease applicable to the construction of the Initial Improvements.

7.3 **No Rental Abatement**. Tenant shall not be entitled to any abatement, allowance, reduction, or suspension of Rent because part or all of the Improvements become untenantable as a result of the partial or total destruction of the Improvements, and Tenant's obligation to keep and perform all covenants and agreements on its part to be kept and performed hereunder, shall not be decreased or affected in any way by any destruction of or damage to the Improvements; except as otherwise provided herein.

7.4 **Application of Insurance Proceeds**. If following the occurrence of damage or destruction to the Premises or Improvements, Tenant is obligated to or determines that there are adequate proceeds to restore the Premises and Improvements pursuant to this Article VII, then all proceeds from the insurance required to be maintained by Tenant on the Premises and the Improvements shall be applied to fully restore the same, and, subject to the rights of the Leasehold Mortgagees and Limited Partner, if applicable, any excess proceeds shall be paid to Tenant and any deficit in necessary funds plus the amount of any deductible shall be paid by Tenant. If Tenant after commencing or causing the commencement of the restoration of Premises and Improvements shall determine that the insurance proceeds are insufficient to pay all costs to fully restore the Improvements, Tenant shall pay the deficiency and shall nevertheless proceed to complete the restoration of Premises and the Improvements and pay the cost thereof. Upon lien free completion of the restoration, subject to the rights of the Leasehold Mortgagees, if applicable, any balance of the insurance proceeds remaining over and above the cost of such restoration shall be paid to Tenant.

7.5 **Exclusive Remedies**. Notwithstanding any destruction or damage to the Premises and/or the Improvements, Tenant shall not be released from any of its obligations under this Lease, except to the extent and upon the conditions expressly stated in this Article VII. County, Agency and Tenant hereby expressly waive the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any damage or destruction of the Premises and/or the Improvements and agree that their rights shall be exclusively governed by the provisions of this Article VII.

7.6 **Damage Near End of Term**. If, during the last three (3) years of the Term, as applicable, the Improvements shall be damaged or destroyed for which the repair and/or replacement cost is fifty percent (50%) or more of then replacement cost of the Improvements, then Tenant shall have the option, to be exercised within ninety (90) days after such damage or destruction:

7.6.1. to notify the Lessor of its election to repair or restore the Improvements as provided in this Article VII; or

7.6.2. subject to the rights of Leasehold Mortgagees and such provisions of this Lease that survive termination, to terminate this Lease by notice to the Lessor, which termination shall be deemed to be effective as of the date of the damage or destruction. If Tenant terminates this Lease pursuant to this Section 7.6.2, Tenant shall surrender possession of the Leased Premises to the Lessor immediately and assign to the Lessor (or, if same has already been received by Tenant, pay to the Lessor) all of its right, title and interest in and to the proceeds from Tenant's insurance upon the Premises less (i) any costs, fees, or expenses incurred by Tenant in connection with the adjustment of the loss or collection of the proceeds, (ii) any reasonable costs incurred by Tenant in connection with the Premises after the damage or destruction, which costs are eligible for reimbursement from such insurance proceeds, and (iii) the proceeds of any rental loss or business interruption insurance applicable prior to the date of surrender of the Premises to the Lessor.

ARTICLE VIII
INSURANCE AND INDEMNITY

8.1 Tenant's Required Insurance.

8.1.1. Tenant agrees to purchase all required insurance at Tenant's expense and to deposit with Chief Real Estate Officer certificates of insurance, including all endorsements required herein, necessary to satisfy Chief Real Estate Officer that the insurance provisions of this Lease have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with Chief Real Estate Officer during the entire term of this Lease.

8.1.2. Tenant agrees that it shall not operate on the Premises 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 interim, an official binder being in the possession of Chief Real Estate Officer; rent however shall not be suspended. In no cases shall assurances by Tenant, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Chief Real Estate Officer will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Tenant also agrees that upon cancellation, termination, or expiration of Tenant's insurance, Chief Real Estate Officer may take whatever steps are necessary to interrupt any operation from or on the Premises until such time as the Chief Real Estate Officer reinstates the Lease.

8.1.3. If Tenant fails to provide Chief Real Estate Officer with a valid certificate of insurance and endorsements, or binder at any time during the term of the Lease, County and Tenant agree that this shall constitute a material breach of the Lease. Whether or not a notice of default has or has not been sent to Tenant, said material breach shall permit Chief Real Estate Officer to take whatever steps are necessary to interrupt any operation from or on the Premises, and to prevent any persons, including, but not limited to, members of the general public, and Tenant's employees and agents, from entering the Premises until such time as the Chief Real Estate Officer is provided with adequate evidence of insurance required herein. Tenant further agrees to hold County harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from Chief Real Estate Officer's action.

8.1.4. All contractors and subcontractors performing work on behalf of Tenant pursuant to this Lease shall obtain insurance subject to the same terms and conditions as set forth herein for Tenant and limits of insurance as described in Section 8.1.6 (e), Section 8.1.6 (f) and Section 8.1.6 (g). Tenant shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by County under this Lease. It is the obligation of the Tenant to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Premises. Such proof of insurance must be maintained by Tenant through the entirety of this Lease and be available for inspection by Chief Real Estate Officer at any reasonable time.

8.1.5. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Tenant's current audited financial report. If Tenant's SIR is approved, Tenant, in addition to, and without limitation of, any other indemnity provision(s) in this Lease, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Tenant's, its agents, employee's or subcontractor's performance of this Lease, Tenant shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) Tenant's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Tenant's SIR provision shall be interpreted as though the Tenant was an insurer and the County was the insured.

If the Tenant fails to maintain insurance acceptable to the County or City for the full term of this Lease, the County or City may terminate this Lease.

8.1.6. All policies of insurance required under this Article VIII 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 must be licensed to do business in the state of California.

(a) If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the Chief Real Estate Officer retains the right to approve or reject a carrier after a review of the carrier's performance and financial ratings.

(b) If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the Chief Real Estate Officer retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

(c.1) The policy or policies of insurance maintained by the **TENANT DURING CONSTRUCTION** shall provide the minimum limits and coverage as set forth below:

Coverages	Minimum Limits

Builder's Risk (during the Construction Period) naming retained General Contractor	Project value and no coinsurance provision.
Commercial General Liability	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 limit per occurrence
Workers' Compensation	Statutory Minimum
Employers' Liability Insurance	$1,000,000 per occurrence

(c.2) The policy or policies of insurance maintained by the **TENANT'S GENERAL CONTRACTOR DURING CONSTRUCTION** shall provide the minimum limits and coverage as set forth below:

Coverages	Minimum Limits
Commercial General Liability	$5,000,000 per occurrence $10,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$2,000,000 limit per occurrence
Workers' Compensation	Statutory Minimum
Employers' Liability Insurance	$1,000,000 per occurrence
Contractor's Pollution Liability including NODS	$5,000,000 per claims made or per occurrence

(d) The policy or policies of insurance maintained by the **TENANT'S SUBCONTRACTORS DURING CONSTRUCTION** shall provide the minimum limits and coverage as set forth below:

Coverages	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 limit per occurrence
Workers' Compensation	Statutory Minimum
Employer's Liability Insurance (not required for self-employed subcontractors)	$1,000,000 per occurrence
Contractor's Pollution Liability including NODS (Required only of those subcontractors involved in pollution remediation)	$1,000,000 per claims made or per occurrence

(e) The policy or policies of insurance maintained by the **ARCHITECT-ENGINEER** shall provide the minimum limits and coverage as set forth below:

Coverages	Minimum Limits
Professional Liability (architect, structural, electrical engineer, mechanical/plumbing engineering, environmental engineer, civil engineer, landscape architect, and geotechnical engineer)	$2,000,000 per occurrence $2,000,000 aggregate
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 Minimum
Employers' Liability Insurance	$1,000,000 per occurrence

(f) The policy or policies of insurance maintained by the **TENANT AFTER CONSTRUCTION** shall provide the minimum limits and coverage as set forth below:

Coverages	Minimum Limits
Commercial General Liability Including Sexual Misconduct (defined as abuse, molestation and assault and battery)	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 limit per occurrence

Workers' Compensation	Statutory Minimum
Employers' Liability Insurance	$1,000,000 per occurrence
Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all buildings, 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

Tenant shall provide a builder's risk policy, naming the Contractor, providing coverage for the full project value and no coinsurance provision. The policy shall provide coverage for all perils excluding earthquake, and flood. Tenant is responsible for any deductible amount. The County of Orange and the Housing Authority of the City of Santa Ana shall be named as Loss Payees as its financial interests may appear. This shall be evidenced by a Loss Payee endorsement which shall accompany the Certificate of Insurance.

The Builder's Risk policy shall not be required to cover any tools, equipment, or supplies, unless such tools, equipment, or supplies are part of the Work being constructed. The Contractor shall be responsible for securing and maintaining appropriate insurance on any tools, equipment, or supplies that are not part of the work being constructed.

The County and the Contractor waive all rights against each other and the subcontractors, sub-subcontractors, officers, and employees of each other, and the Contractor waives all rights against County's separate contractors, if any, and their subcontractors, sub-subcontractors, officers and employees for damages caused by fire or other perils to the extent paid by the Builder's Risk insurance, except such rights as they may have to the proceeds of such insurance. The Contractor shall require of its subcontractors and sub-subcontractors by appropriate agreements, similar waivers, each in favor of all other parties enumerated in the preceding sentence.

(g) The policy or policies of insurance maintained by the **TENANT'S CONTRACTOR AFTER CONSTRUCTION** shall provide the minimum limits and coverage as set forth below when performing maintenance and minor work after the building is in operation:

Coverages	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 limit per occurrence
Workers' Compensation	Statutory Minimum
Employers' Liability Insurance	$1,000,000 per occurrence

8.1.7. **Required Coverage Forms**.

(a) 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.

(b) The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

8.1.8. **Required Endorsements**. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, City of Santa Ana, and their respective elected and appointed officials, officers, employees, agents as Additional Insureds. Blanket coverage may also be provided which will state, as required by Lease.

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the TENANT's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

3) A Products and Completed Operations endorsement using ISO Form CG2037 (ed.04/13) or a form at least as broad, or an acceptable alternative is the ISO from CG2010 (ed. 11/85). (Pertains to contractors and subcontractors performing major construction). Contractors shall maintain Products and Completed Operations coverage for ten (10) years following completion of construction.

The Contactors Pollution Liability and Pollution Liability policies shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement naming the County of Orange, City of Santa Ana, and their respective elected and appointed officials, officers, employees, and 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 County shall be excess and non-contributing.

(a) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, City of Santa Ana, and their respective elected and appointed officials, officers, agents and employees.

(b) All insurance policies required by this Lease shall waive all rights of subrogation against the County of Orange, City of Santa Ana, and their respective elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

(c) The Commercial Property Building policy shall include the County of Orange and City of Santa Ana as both Named Insureds. A Certificate of Insurance shall be submitted

as evidence of this requirement. The Builders' Risk policy shall be endorsed to include the County of Orange and City of Santa Ana as Loss Payees. A Loss Payee endorsement shall be submitted with the Certificate of Insurance as evidence of this requirement.

(d) Tenant shall notify County and City 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 the County and City. Failure to provide written notice of cancellation may constitute a material breach of the Lease, after which the County or City may suspend or terminate this Lease.

(e) 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 001 policy).

(f) If Contractor's Pollution Liability and Pollution Liability are claims-made policies, Contractor shall agree to maintain coverage for five (5) years following completion of the construction. If Contractor's Professional Liability is a claims-made policy, Contractor shall agree to maintain coverage for ten (10) years following the completion of construction. Products and Completed Operations coverage shall be maintained for ten (10) years following the completion of construction.

(g) Insurance certificates should be forwarded to County and City addresses provided in Section 18.19 below. Tenant has ten (10) business days to provide adequate evidence of insurance or it shall constitute an Event of Default.

(h) County or City expressly retains the right to require Tenant to increase or decrease insurance of any of the above insurance types throughout the term of this Lease which shall be mutually agreed upon by County, City and Tenant.

(i) Chief Real Estate Officer shall notify Tenant in writing of changes in the insurance requirements consistent with subsection (h) above. If Tenant does not deposit copies of certificates of insurance and endorsements with Chief Real Estate Officer incorporating such changes within thirty (30) days of receipt of such notice, it shall constitute an Event of Default.

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

8.2 **Indemnification**. Tenant agrees to assume all risks, financial or otherwise, associated with the Premises. Tenant hereby releases and waives all claims and recourse against Lessor, 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 Lease, including any damage to or interruption of use of the Premises including, but not limited to, loss of business, damage to, destruction of, or relocation costs of Tenant's Improvements or impaired utility of the Premises caused by erosion, flood, or flood overflow, or caused by any action undertaken in the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the Premises except claims arising from the gross negligence or willful misconduct of County or Agency, their officers, agents, employees and contractors. Tenant hereby agrees to indemnify, defend (with counsel approved in writing by Lessor), and hold harmless, County and the Agency, their respective elected and appointed officials,

officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the operation or maintenance of the Premises, and/or Tenant's exercise of the rights under this Lease, except for liability arising out of the gross negligence or willful misconduct of County or Agency, their elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom, and except for claims arising after the later to occur of the expiration or earlier termination of the Term, or the date Tenant vacates the Premises. If County and/or Agency is named as co-defendant in a lawsuit in connection with this Lease, Tenant shall notify Lessor of such fact and shall represent the County and/or Agency in such legal action unless County or Agency undertakes to represent themselves as co-defendant in such legal action, in which event, Tenant shall pay to Lessor their litigation costs, expenses, and reasonable attorneys' fees. If judgment is entered against County and/or Agency and Tenant by a court of competent jurisdiction because of the concurrent active negligence of County and/or Agency and Tenant, County, Agency and Tenant agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. A judgment or other judicial determination regarding Lessor's negligence shall not be a condition precedent to Tenant's obligations stated in this Section.

Tenant acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Tenant, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this paragraph.

The foregoing indemnity and defense obligations of this Lease shall survive its expiration or termination. This Section 8.2 notwithstanding, indemnification with respect to Hazardous Materials shall be governed by Section 4.4.4.

8.3 **Damage to Tenant's Premises**. Lessor shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise, or other property of Tenant, of Tenant's employees, invitees, customers, or of any other person in or about the Premises or the Improvements caused by or resulting from any peril which may affect the Premises or Improvements, including fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises or the Improvements, whether such damage or injury results from conditions arising upon the Premises or from other sources; provided, however, Lessor shall be liable for injury or damage under this Section 8.3 resulting from County or Agency, their elected and appointed officials, officers, agents, employees or contractor's gross negligence or willful misconduct.

ARTICLE IX
CONDEMNATION

9.1 **Definitions**.

9.1.1. "**Condemnation**" means (i) the taking or damaging, including severance damage, by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute, whether by legal proceedings or otherwise, by a Condemnor (hereinafter defined), and

(ii) a voluntary sale or transfer to a Condemnor, either under threat of condemnation or while condemnation legal proceedings are pending.

9.1.2. "**Date of Taking**" means the later of (i) the date actual physical possession is taken by the Condemnor; or (ii) the date on which the right to compensation and damages accrues under the law applicable to the Premises.

9.1.3. "**Award**" means all compensation, sums or anything of value awarded, paid or received for a Total Taking, a Substantial Taking or a Partial Taking (hereinafter defined), whether pursuant to judgment or by agreement or otherwise.

9.1.4. "**Condemnor**" means any public or quasi-public authority or private corporation or individual having the power of condemnation.

9.1.5. "**Total Taking**" means the taking by Condemnation of all of the Premises and all of the Improvements.

9.1.6. "**Substantial Taking**" means the taking by Condemnation of so much of the Premises or Improvements or both that one or more of the following conditions results, as reasonably determined by Tenant: (i) The remainder of the Premises would not be economically and feasibly usable by Tenant; and/or (ii) A reasonable amount of reconstruction would not make the Premises and Improvements a practical improvement and reasonably suited for the uses and purposes for which the Premises were being used prior to the Condemnation; and/or (iii) The conduct of Tenant's business on the Premises would be materially and substantially prevented or impaired.

9.1.7. "**Partial Taking**" means any taking of the Premises or Improvements that is neither a Total Taking nor a Substantial Taking.

9.1.8. "**Notice of Intended Condemnation**" means any notice or notification on which a reasonably prudent person would rely and which he would interpret as expressing an existing intention of Condemnation as distinguished from a mere preliminary inquiry or proposal. It includes but is not limited to service of a Condemnation summons and complaint on a Party hereto. The notice is considered to have been received when a Party receives from the Condemnor a notice of intent to condemn, in writing, containing a description or map reasonably defining the extent of the Condemnation.

9.2 **Notice and Representation**.

9.2.1. **Notification**. The Party receiving a notice of one or more of the kinds specified below shall promptly notify the other Party (and the Limited Partner, if during the Compliance Period) of the receipt, contents and dates of such notice: (i) a Notice of Intended Condemnation; (ii) service of any legal process relating to the Condemnation of the Premises or Improvements; (iii) any notice in connection with any proceedings or negotiations with respect to such a Condemnation; (iv) any notice of an intent or willingness to make or negotiate a private purchase, sale or transfer in lieu of Condemnation.

9.2.2. **Separate Representation**. County, Agency and Tenant each have the right to represent its respective interest in each Condemnation proceeding or negotiation and to make full proof of his claims. No agreement, settlement, sale or transfer to or with the Condemnor shall be

made without the consent of County, Agency and Tenant. County, Agency and Tenant shall each execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Lease relating to Condemnation.

9.3 **Total or Substantial Taking**.

9.3.1. **Total Taking**. On a Total Taking, this Lease shall terminate on the Date of Taking.

9.3.2. **Substantial Taking**. If a taking is a Substantial Taking, Tenant may, with the consent of each Leasehold Mortgagee and the Limited Partner, to the extent required, by notice to Lessor given within ninety (90) days after Tenant receives a Notice of Intended Condemnation, elect to treat the taking as a Total Taking. If Tenant does not so notify Lessor, the taking shall be deemed a Partial Taking.

9.3.3. **Early Delivery of Possession**. Tenant may continue to occupy the Premises and Improvements until the Condemnor takes physical possession. At any time following Notice of Intended Condemnation, Tenant may in its sole discretion, with the consent of each Leasehold Mortgagee and the Limited Partner, to the extent required, elect to relinquish possession of the Premises to Lessor before the actual Taking. The election shall be made by notice declaring the election and agreeing to pay all Rent required under this Lease to the Date of Taking. Tenant's right to apportionment of or compensation from the Award shall then accrue as of the date that the Tenant relinquishes possession.

9.3.4. **Apportionment of Award**. On a Total Taking all sums, including damages and interest, awarded for the fee or leasehold or both shall be distributed and disbursed as finally determined by the court with jurisdiction over the Condemnation proceedings in accordance with applicable law. Notwithstanding anything herein to the contrary, Tenant shall be entitled to receive compensation for the value of its leasehold estate under this Lease including its fee interest in all Improvements, personal property and trade fixtures located on the Premises, its relocation and removal expenses, its loss of business goodwill and any other items to which Tenant may be entitled under applicable law.

9.4 **Partial Taking**.

9.4.1. **Effect on Rent**. On a Partial Taking this Lease shall remain in full force and effect covering the remainder of the Premises and Improvements, and Tenant shall not be entitled to any refund of the Base Rent.

9.4.2. **Restoration of Improvements**. Promptly after a Partial Taking, Tenant shall repair, alter, modify or reconstruct the Improvements ("**Restoring**") so as to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased.

9.4.3. **Apportionment of Award**. On a Partial Taking, Lessor shall be entitled to receive the entire award for such Partial Taking, except that (i) the proceeds of such Partial Taking shall first be applied towards the cost of Restoring the Premises pursuant to Section 9.4.2 and (ii) Tenant shall be entitled to receive any portion of such award allocated to Tenant's interest in any of

Tenant's Improvements, Personal property and trade fixtures taken, and any part of the award attributable to the low income housing tax credits.

9.5 **Waiver of Termination Rights.** Both Parties waive their rights under Section 1265.130 of the California Code of Civil Procedure (and any successor provision) and agree that the right to terminate this Lease in the event of Condemnation shall be governed by the provisions of this Article IX.

ARTICLE X
ASSIGNMENT, SUBLETTING AND ENCUMBERING

10.1 **General**. Except as provided in Sections 10.3 and 17.6.4, below, Tenant shall not mortgage, pledge, hypothecate, encumber, transfer, sublease Tenant's interest in this Lease or assign (including an assignment by operation of law) Tenant's interest in the Premises or Improvements or any part or portion thereof (hereinafter referred to collectively as "**Transfer**") without the written consent of the Lessor, which consent may not be unreasonably withheld, conditioned or delayed. Lessor's consent may be subject to approval by their respective governing bodies (e.g. Board of Supervisors and City Council). Tenant's failure to obtain the Lessor's written consent to a Transfer shall render such Transfer void. Occupancy of the Premises by a prospective transferee, sublessee, or assignee prior to Lessor's written consent of a Transfer shall constitute an Event of Default, except as set forth in Section 10.3, below.

10.1.1. Except as provided in Section 10.3, below, if Tenant hereunder is a corporation, limited liability company, an unincorporated association or partnership, the sale or transfer of any stock or interest in said corporation, company, association and partnership in the aggregate exceeding 25% shall require the written consent of the Lessor, as set forth in Section 10.3, above, which consent may not be unreasonably withheld, conditioned or delayed.

10.1.2. Should Lessor consent to any Transfer, such consent and approval shall not constitute a waiver of any of the terms, conditions, covenants, restrictions or reservations of this Lease nor be construed as Lessor's consent to any further Transfer. Such terms conditions, covenants, restrictions and reservations shall apply to each and every Transfer hereunder and shall be severally binding upon each and every party thereto. Any document to regarding the Transfer of the Premises or any part thereof shall not be inconsistent with the provisions of this Lease and in the event of any such inconsistency, the provisions of this Lease shall control.

10.1.3. This Section shall not be interpreted to prohibit, disallow or require Lessor's consent to space leases (subleases of less than Tenant's entire Lease interest), including leases of individual residential units in the Improvements, which are consistent with the approved uses under this Lease.

10.2 **Leasehold Mortgage**. Under no circumstances may Tenant mortgage, encumber or hypothecate Lessor's Fee Interest, other than as required by TCAC pursuant to its lease rider, if any, and previously approved by Lessor prior to the Effective Date of this Lease, in connection with the award of low income housing tax credits to Tenant.

10.3 **Excluded Transfers**. Lessor's consent, as set forth in Section 10.1, above, shall not be required to for any Excluded Transfer (each party to whom an Excluded Transfer may be made is a

"**Permitted Transferee**"), provided, however, that (1) Tenant shall notify Lessor of such Excluded Transfer at least twenty (20) days prior to the consummation of such Excluded Transfer, and shall provide Lessor with information regarding the transferee evidencing that the Transfer falls within the scope of this Section 10.3 and the definition of Excluded Transfer, set forth in Section 1.1.21, above, and (2) if such Transfer involves an assignment of Tenant's rights under this Lease, Tenant or such transferee shall provide Lessor with a written assumption of Tenant's obligations and liabilities under this Lease executed by such transferee in a form approved by the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed in the event that the assignment is consistent with the terms of this Lease; provided, however, that the provisions of this Section 10.3 shall not apply to any Transfer to a Foreclosure Transferee.

10.4 **Transfer Procedure**. The provisions of this Section 10.4 shall not be applicable to an Excluded Transfer, which shall be governed by Sections 1.1.21 and 10.3, above. If Tenant desires at any time to enter into a Transfer for which Lessor's consent is required hereunder, Tenant shall provide Lessor with written notice ("**Transfer Notice**") at least ninety (90) days prior to the proposed effective date of the Transfer. The Transfer Notice shall include (i) the name and address of the proposed transferee, (ii) the nature of the Transfer (*e.g.*, whether an assignment, sublease, etc.), (iii) the proposed effective date of the Transfer, (iv) income statements and "fair market" balance sheets of the proposed transferee for the two (2) most recently completed fiscal or calendar years (provided however, if the proposed transferee is a newly formed entity and has not been in existence for such two (2) year period, the financial statements submitted shall be those of its principals), (v) a detailed description of the proposed transferees qualifications and experience that demonstrates the transferee meets the criteria for a Tenant as established by this Lease, and (vi) a bank or other credit reference. Thereafter, Tenant shall furnish such supplemental information as Lessor may reasonably request concerning the proposed transferee. Lessor shall, no later than ninety (90) days after Lessor's receipt of the information specified above, deliver written notice to Tenant which shall (i) indicate whether Lessor give or withhold consent to the proposed Transfer, and (ii) if Lessor withhold consent to the proposed Transfer, setting forth a detailed explanation of Lessor's grounds for doing so. If Lessor consents to a proposed Transfer, then Tenant may thereafter effectuate such Transfer to the proposed transferee based upon the specific terms of the Lessor's approval and after execution of a consent to assignment by Lessor in a form approved by the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed in the event that the assignment is consistent with the terms of this Lease; provided, however, that the provisions of this Section 10.4 shall not apply to any Transfer to a Foreclosure Transferee.

10.5 **Liability of Transferors/Transferees For Lease Obligations**. In the case of an assignment, including an assignment pursuant to Section 17.6.5, each Permitted Transferee and any other assignees or transferees of this Lease shall assume in writing all of Tenant's obligations thereafter arising under this Lease. All assignees or transferees of any interest in this Lease or the Premises or Improvements (whether or not directly liable on this Lease) shall be subject to the terms, conditions, covenants, restrictions and reservations of this Lease. Except as otherwise provided in Section 17.6.5, the transferor may be released from all liability under this Lease only if the Permitted Transferee or other transferee agrees in writing to assume all of transferor's obligations and liabilities and provides to Lessor evidence of sufficient and adequate assets, including any required insurance policies, subject to approval by Lessor, which approval shall not be unreasonably withheld, that evidence said Permitted Transferee's or other transferees' financial and otherwise competence to assume transferor's obligations and liability (an "**Approved Release**"). Except as otherwise provided in Section 17.6.5 and except for an Approved Release, for all other Transfers, any transferor of any interest in this Lease or the Premises or Improvements shall remain primarily liable for all

obligations hereunder and shall be subject to the terms, conditions, covenants, restrictions and reservations of this Lease. Except as otherwise provided in Section 17.6.5 and except for an Approved Release, the Lessor may proceed directly against the transferor in its sole and absolute discretion, with no obligation to exhaust its remedies against the transferee. Notwithstanding anything to the contrary contained herein, Lessor consent shall not be required for any of the following: (i) the exercise by the Limited Partner of its rights pursuant to Tenant's Partnership Agreement to remove the general partner of the Tenant and appoint the Limited Partner or an affiliate thereof as interim general partner of the Tenant; (ii) the exercise by the Limited Partner of its right to enforce any repurchase requirements under Tenant's Partnership Agreement; and/or (iii) a transfer by the Limited Partner of its partnership interest in Tenant to an Affiliate of the Limited Partner.

10.6 **Conditions of Certain Lessor Consent**.

10.6.1. Lessor may withhold consent to a Transfer (excluding Excluded Transfers which shall not require Lessor consent) at its and absolute sole discretion if any of the following conditions exist:

(a) An Event of Default exists under this Lease.

(b) The prospective transferee has not agreed in writing to keep, perform, and be bound by all the terms conditions, covenants, restrictions and reservations of this Lease.

(c) In the case of an assignment, the prospective transferee has not agreed in writing to assume all of transferor's obligations and liabilities.

(d) The construction of the Initial Improvements has not been completed.

(e) Any construction required of Tenant as a condition of this Lease has not been completed.

(f) All the material terms, covenants, and conditions of the Transfer that are relevant to the Lessor's approval of the Transfer have not been disclosed in writing to the Lessor.

10.7 **Transfer of Mortgages of Lessor's Interest.** Notwithstanding anything to the contrary set forth in this Ground Lease, unless required by statute, court order or operation of law, Lessor shall not transfer, assign, pledge or hypothecate its fee interest in the Premises (other than to entities under common control with Lessor or other governmental entities under applicable law) without the prior written consent of Tenant, Leasehold Mortgagee and the Limited Partner (provided, the Limited Partner's consent shall be required only during the tax credit compliance period). Any and all mortgages or liens placed or suffered by the Lessor encumbering the Lessor's fee interest in the Premises shall be expressly subject and subordinate to this Lease, to all obligations of Lessor hereunder, to all of the rights, titles, interests, and estates of the Tenant created or arising hereunder, to each New Lease and to each Leasehold Mortgage. Furthermore, any Person succeeding to the Lessor's fee interest as a consequence of any conveyance, foreclosure or other transfer shall succeed to all of the obligations of the Lessor hereunder.

ARTICLE XI
DEFAULT AND REMEDIES

11.1 **Event of Default**. Each of the following events shall constitute an "**Event of Default**" by Tenant:

11.1.1. **Failure to Pay**. Tenant's failure or omission to pay any Rent or other sum payable hereunder on or before the date due where such failure shall continue for a period of five (5) days after written notice thereof from Lessor to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure §1161 *et seq*.

11.1.2. **Failure to Perform**. The failure or inability by Tenant to observe or perform any of its obligations under this Lease (other than those specified in Sections 11.1.1, 11.1.3, 11.1.6, or 11.1.8 herein, which have their own notice and cure periods), where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Tenant or past any such longer period as reasonably agreed upon by the Tenant, Lessor in writing as may be necessary for completion of its cure; provided, however, that any such notice by Lessor shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 *et. seq*.; provided, further, that if the nature of such failure is such that it can be cured by Tenant but that more than thirty (30) days are reasonably required for its cure (for any reason other than financial inability), then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) days, and thereafter diligently pursues such cure to completion.

11.1.3. **Abandonment**. The abandonment (as defined in California Civil Code Section 1951.3) or vacation of the Premises by Tenant for a period of thirty (30) days or more.

11.1.4. **Assignments**.

(a) The making by Tenant of any assignment of its leasehold estate under this Lease without Lessor's consent, as set forth in Article X;

(b) A case is commenced by or against Tenant under Chapters 7, 11 or 13 of the Bankruptcy Code, Title 11 of the United States Code as now in force or hereafter amended and if so commenced against Tenant, the same is not dismissed within ninety (90) days of such commencement;

(c) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days; or

(d) Tenant's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts. In the event of any such default, neither this Lease nor any interests of Tenant in and to the Premises shall become an asset in any of such proceedings.

11.1.5. **Failure to Reimburse Lessor**. Tenant's failure to reimburse the Lessor pursuant to Section 3.6.4.

11.1.6. **Termination of and Failure to Reinstate Insurance Coverage**. Termination of Tenant's insurance coverage and lack of reinstatement within ten (10) business days after notice from Lessor of such termination.

11.1.7. **Failure to Provide Evidence of Insurance**. Tenant's failure to provide Lessor with a valid and adequate certificate of insurance and endorsements, or binder, at any time during the Term of the Lease, within the time period required under Section 8.1.3.

11.1.8. **Lessor's Consent and Approval of Transfer**. Occupancy of the Premises by a prospective transferee, sublessee, or assignee which requires Lessor's consent or approval, before Lessor's written consent and approval of a Transfer is obtained as required in Section 10.1.

11.1.9. Tenant's failure to make Additional Rent payment(s) as set forth in Sections 11.3 and 11.10.

11.2 **Lessor's Remedies**. If an Event of Default occurs, Lessor shall have the following remedies in addition to all rights and remedies provided by law or equity to which Lessor may resort cumulatively or in the alternative:

11.2.1. **Termination of Lease**. Subject to Article 17, as applicable, Lessor shall have the right to terminate this Lease and all rights of Tenant hereunder including Tenant's right to possession of the Premises. In the event that Lessor shall elect to so terminate this Lease then Lessor may recover from Tenant:

(a) The worth at the time of award of the unpaid Rent and other charges, which had been earned as of the date of the termination hereof; plus

(b) The worth at the time of award of the amount by which the unpaid Rent and other charges which would have been earned after the date of the termination hereof until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid Rent and other charges for the balance of the Term hereof after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and alteration of the Premises, reasonable attorneys' fees, expert witness costs; plus

(e) Subject to the rights of any Leasehold Mortgagees and TCAC, the funds in the Capital Improvement Fund; plus

(f) Any other amount which Lessor may by law hereafter be permitted to recover from Tenant to compensate Lessor for the detriment caused by Tenant's default as permitted under applicable California law.

The term "**Rent**" as used herein shall mean as defined in Section 1.1.41. Additional Rent shall be computed on the basis of the average monthly amount thereof accruing during the 24-month period immediately prior to default, except that if it becomes necessary to compute such Additional Rent before such 24-month period has occurred, then it shall be computed on the basis of the average monthly amount during such shorter period. As used in Sections 11.2.1(a) and 11.2.1(b) above, the "worth at the time of award" shall be computed by allowing interest at the Interest Rate. As used in Sections 11.2.1 (c) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%), but not in excess of the Interest Rate.

11.2.2. **Continue Lease in Effect**. Lessor may continue this Lease in effect without terminating Tenant's right to possession and to enforce all of Lessor's rights and remedies under this Lease, at law or in equity, including the right to recover the Rent as it becomes due under this Lease; provided, however, that Lessor may at any time thereafter elect to terminate this Lease for the underlying Event(s) of Default by notifying Tenant in writing that Tenant's right to possession of the Premises has been terminated.

11.2.3. **Removal of Personal Property Following Termination of Lease**. Lessor shall have the right, following a termination of this Lease and Tenant's rights of possession of the Premises under Section 11.2.1 above, to re-enter the Premises and, subject to applicable law, to remove Tenant's personal property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, or disposed of without such storage, in accordance with applicable California law.

11.3 **Lessor's Right to Cure Tenant Defaults**. If Tenant shall have failed to cure, after expiration of the applicable time for curing, a particular default under this Lease, Lessor may at their election, but are not obligated to, make any payment required of Tenant under this Lease or perform or comply with any term, agreement or condition imposed on Tenant hereunder, and the amount so paid plus the reasonable cost of any such performance or compliance, plus interest on such sum at the Interest Rate from the date of payment, performance or compliance until reimbursed shall be deemed to be Additional Rent payable by Tenant on Lessor's demand. Tenant's failure to reimburse the County and/or Agency within 30 days of Lessor's demand shall constitute an Event of Default under this Lease. No such payment, performance or compliance shall constitute a waiver of default or of any remedy for default, or render County and/or Agency liable for any loss or damage resulting from the same.

11.4 **Lessor's Default**. Lessor shall not be considered to be in default under this Lease unless Tenant has given Lessor written notice specifying the default, and either (i) as to monetary defaults, Lessor have failed to cure the same within ten (10) business days after written notice from Tenant, or (ii) as to nonmonetary defaults, Lessor have failed to cure the same within thirty (30) days after written notice from Tenant, or if the nature of Lessor's nonmonetary default is such that more than thirty (30) days are reasonably required for its cure, then such thirty (30) day period shall be extended automatically so long as County and/or Agency commences a cure within such thirty (30) day period and thereafter diligently pursues such cure to completion. Tenant shall have no right to offset or abate alleged amounts owing by County and/or Agency under this Lease against any amounts owing by Tenant under this Lease. Additionally, Tenant's sole remedy for any monetary default shall be towards the Lessor's interest in the property and not to any other assets. Any and all claims or actions accruing hereunder shall be absolutely barred unless such action is commenced within six (6) months of the event or action giving rise to the default.

11.5 **Remedies Cumulative**. All rights and remedies of Lessor contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease.

11.6 **Waiver by Lessor**. No delay or omission of Lessor to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by Tenant hereunder. The acceptance by Lessor of Rent or any other sums hereunder shall not be (a) a waiver of any preceding breach or default by Tenant of any provision thereof, other than the failure of Tenant to pay the particular rent or sum accepted, regardless of Lessor's knowledge of such preceding breach or default at the time of acceptance of such rent or sum, or (b) waiver of Lessor's right to exercise any remedy available to Lessor by virtue of such breach or default. No act or thing done by County or Agency's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender shall be valid unless in writing and signed by Lessor.

11.7 **Interest**. Any installment or Rent due under this Lease or any other sums not paid to Lessor when due (other than interest) shall bear interest at the Interest Rate from the date such payment is due until paid, provided, however, that the payment of such interest shall not excuse or cure the default.

11.8 **Conditions Deemed Reasonable**. Tenant acknowledges that each of the conditions to a Transfer, and the rights of Lessor set forth in this Article X in the event of a Transfer is a reasonable restriction for the purposes of California Civil Code Section 1951.4.

11.9 **Waiver by Tenant**. Tenant's waiver of any breach by Lessor of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

11.10 **Tenant Covenants and Agreements**. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expenses and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Rent required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder, or to provide any insurance or evidence of insurance to be provided by Tenant within the time period required under this Lease, then in addition to any other remedies provided herein, Lessor may, but shall not be obligated to do so, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such act on Tenant's part to be made or performed as provided in this Lease or to provide such insurance. Any payment or performance of any act or the provision of any such insurance by Lessor on Tenant's behalf shall not give rise to any responsibility of Lessor to continue making the same or similar payments or performing the same or similar acts. All costs, expenses, and other sums incurred or paid by Lessor in connection therewith, together with interest at the Interest Rate from the date incurred or paid by Lessor, shall be deemed to be Additional Rent hereunder and shall be paid by Tenant within thirty (30) days of receipt of a demand and invoice from Lessor, and Tenant's failure to pay the Lessor, as stated herein, shall constitute an Event of Default under this Lease.

ARTICLE XII
HOLDING OVER

If Tenant holds over after the expiration or earlier termination of the Term hereof without the express written consent of Lessor, Tenant shall become a Tenant at sufferance only, at a monthly rental rate of (a) Fifty Thousand Dollars ($50,000) to the extent the Premises are not subject to any tenant income or rent restrictions and all units may be rented at market-rate rents, or (b) Twenty Five Thousand Dollars ($25,000) to the extent the Premises are subject to any tenant income or rent restrictions ("**Hold Over Rent**"), increased annually commencing with commencement of the hold over period by an amount equal to the greater of (i) three percent (3%) for each year of the Term, or (ii) a percentage equal to the percentage increase from the Base Period of the Consumer Price Index ("CPI") for Los Angeles- Riverside-Orange County [All Urban Consumers-All Items, not seasonally adjusted (Base Period 1982-84=100)]. Said CPI for the month of December for the second year of the Term shall be considered the "Base Period." Said adjustment shall be made by comparing the CPI for the Base Period to the CPI for the month of December immediately preceding each such adjustment. If at any time there shall not exist the CPI, Lessor shall substitute any official index published by the Bureau of Labor Statistics, or successor or similar governmental agency, as may then be in existence, and shall be most nearly equivalent thereto. If Tenant fails to surrender the Premises and the Improvements as stated herein, and Lessor shall take legal action to cause Tenant's eviction from the Premises and is successful in such action, Tenant shall be responsible for all costs and expenses, including reasonable attorney's fees and costs, incurred by County and/or Agency in connection with such eviction action; Tenant shall also indemnify and hold Lessor harmless from all loss or liability or reasonable attorney's fees and costs, including any claim made by any succeeding tenant, incurred by County and/or Agency founded on or resulting from such failure to surrender.

ARTICLE XIII
ESTOPPEL CERTIFICATES

At any time and from time to time, within ten (10) business days after written request by either County, Agency or Tenant (the "**requesting party**"), the other Party (the "**responding party**") shall execute, acknowledge and deliver an estoppel certificate addressed to the requesting party, and/or to such other beneficiary (as described below) as the requesting party shall request, certifying (i) that this Lease is in full force and effect, (ii) that this Lease is unmodified, or, if there have been modifications, identifying the same, (iii) the dates to which Rent has been paid in advance, (iv) that, to the actual knowledge of the responding party, there are no then existing and uncured defaults under the Lease by either County, Agency or Tenant, or, if any such defaults are known, identifying the same, and (v) any other factual matters (which shall be limited to the actual knowledge of the responding party) as may be reasonably requested by the requesting party. Such certificate may designate as the beneficiary thereof the requesting party, and/or any third party having a reasonable need for such a certificate (such as, but not limited to, a prospective purchaser, transferee or lender) and any such certificate may be relied upon by the Parties.

ARTICLE XIV
FORCE MAJEURE

Unless otherwise specifically provided herein, the period for performance of any nonmonetary obligation by either Party shall be extended by the period of any delay in performance caused by Acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of electric power, riots, civil unrest, acts of terrorism, insurrection, war,

declaration of a state or national emergency, weather that could not have reasonably been anticipated, changes in the Laws which would prevent the Premise from being operated in accordance with this Lease, or other reasons beyond the reasonable control of County, Agency, Tenant, or their respective agents or representatives (collectively, "**Force Majeure Events**"). In no event, however, shall Force Majeure Events include the financial inability of a Party to this Lease to pay or perform its obligations hereunder. Further, nothing herein shall extend the time for performance of any monetary obligation owing under this Lease (including Tenant's obligation to pay Rent owing hereunder).

ARTICLE XV
RECORDS AND ACCOUNTS

15.1 **Financial Statements**. Within one hundred eighty (180) after the end of each accounting year, Tenant shall at his own expense submit to Auditor-Controller and the Agency a balance sheet and income statement prepared by a Certified Public Accountant ("**CPA**") who is a member of the American Institute of Certified Public Accountants ("**AICPA**") and the California Society of CPAs, reflecting business transacted on or from the Premises during the preceding accounting year. The Certified Public Accountant must attest that the balance sheet and income statement submitted are an accurate representation of Tenant's records as reported to the United States of America for income tax purposes. At the same time, Tenant shall submit to Auditor-Controller and Agency a statement certified as to accuracy by a Public Accountant who is a member of AICPA and the California Society of CPAs, wherein the total Gross Receipts for the accounting year are classified according to the categories of business established for percentage rent and listed in Section 3.4.1(d) and for any other business conducted on or from the Premises. Tenant shall provide Lessor with copies of any CPA's management letters prepared in conjunction with their audits of Tenant's operations from the Premises. Copies of management letters shall be provided directly to Lessor by the CPA at the same time Tenant's copy is provided to Tenant. In the event that when such financial statements are submitted, the Tenant has a budget for the following accounting year, Tenant, at the same time, shall also provide Lessor with such budget.

15.1.1. Tenant acknowledges its understanding that any and all of the Financial Statement submitted to the Lessor pursuant to this Lease become Public Records and may be subject to public inspection and copying pursuant to §§ 6250 *et. seq*. of the California Government Code.

15.1.2. All Tenant's books of account and records and supporting source documents related to this Lease or to business operations conducted within or from the Premises shall be kept and made available at one location within the limits of the County unless an alternative location is approved in writing by the Lessor. Lessor shall, through their duly authorized agents or representatives, have the right to examine and audit said books of account and records and supporting source documents at any and all reasonable times for the purpose of determining the accuracy thereof in connection with such Sections of this Lease as the Parties mutually and reasonably agree the audit is relevant thereto.

15.2 **Reports**. In the event that the Tenant commissions, requests or is required to produce any reports related to the physical condition of the Improvements or Premises, Tenant shall submit copies of such reports to Lessor along with the financial statements required above in Section 15.1.

ARTICLE XVI
OPERATIONAL OBLIGATIONS OF TENANT

16.1 **Standards of Operation**.

16.1.1. Tenant shall operate the Premises in a manner reasonably comparable to other comparable facilities or businesses within the County of Orange. Tenant shall at all times during the Term provide adequate security measures to reasonably protect persons and property on the Premises.

16.1.2. The ultimate purpose of this Lease is to permit the construction and operation of a multifamily affordable residential rental development, including permanent supportive housing, in accordance with Section 4.1.1. Accordingly, Tenant covenants and agrees to operate said Premises fully and continuously to accomplish said purposes and not to abandon or vacate the Premises at any time.

16.1.3. The facilities on the Premises shall be operated during normal business hours, subject to any temporary interruptions in operations or closures due to ordinary maintenance and repair and any Force Majeure Event, defined in Article XIV above.

16.2 **Protection of Environment**. Tenant shall take all reasonable measures available to:

16.2.1. Avoid any pollution of the atmosphere or littering of land or water caused by or originating in, on, or about Tenant's facilities.

16.2.2. Maintain a reasonable noise level on the Premises so that persons in the general neighborhood will be able to comfortably enjoy the other facilities and amenities in the area.

16.2.3. Prevent the light fixtures of the Premises from emitting light that could negatively affect the operation of cars, boats, or airplanes in the area.

16.2.4. Prevent all pollutants from Tenant's operations on the Premises from being discharged, including petroleum products of any nature, except as may be permitted in accordance with any applicable permits or as permitted by applicable Law. Tenant and all of Tenant's agents, employees and contractors shall conduct operations under this Lease so as to ensure that pollutants do not enter the municipal storm drain system (including but not limited to curbs and gutters that are part of the street systems), or directly impact receiving waters (including but not limited to rivers, creeks, streams, estuaries, lakes, harbors, bays and the ocean), except as may be permitted by any applicable permits or as permitted by applicable law.

16.2.5. The Lessor may enter the Premises in accordance with Section 4.5 and/or review Tenant records at all reasonable times to assure that activities conducted on the Premises comply with the requirements of this Section.

16.3 **On-Site Manager**. Tenant shall employ a competent manager who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order for the Premises. Such person shall be vested with the authority of Tenant with respect to the supervision over the operation and maintenance of the Premises, including the authority to enforce compliance by Tenant's agents, employees, concessionaires, or licensees with the terms and conditions of this Lease

and any and all rules and regulations adopted hereunder. Tenant shall notify Lessor in writing of the name of the Manager currently so employed as provided in Section 19.20 of this Lease.

16.4 **Policies and Procedures to be Established by Tenant**. Prior to the completion of construction, Tenant shall submit to Lessor proposed policies and procedures pertinent to the operation of the multifamily affordable residential rental development and manner of providing the uses required by this Lease ("**Policies and Procedures**").

ARTICLE XVII
LEASEHOLD MORTGAGES

17.1 **Definitions**. The following definitions are used in this Article (and in other Sections of this Lease):

17.1.1. "**Leasehold Estate**" shall mean Tenant's leasehold estate in and to the Premises, including Tenant's rights, title and interest in and to the Premises and the Improvements, or any applicable portion thereof or interest therein.

17.1.2. "**Leasehold Foreclosure Transferee**" shall mean any person (which may, but need not be, a Leasehold Mortgagee) which acquires the Leasehold Estate pursuant to a foreclosure, assignment in lieu of foreclosure or other enforcement of remedies under or in connection with a Leasehold Mortgage.

17.1.3. "**Leasehold Mortgage**" shall mean and includes a mortgage, deed of trust, security deed, conditional deed, deed to secure debt or any other security instrument (including any assignment of leases and rents, security agreement and financing statements) held by a Lender by which Tenant's Leasehold Estate is mortgaged to secure a debt or other obligation, including a purchase money obligation.

17.1.4. "**Leasehold Mortgagee**" shall mean a Lender which is the holder of a Leasehold Mortgage.

17.1.5. "**Tenant**" shall mean all of the following: (i) the Tenant under this Lease; (ii) an approved assignee, transferee or subtenant of the Tenant under this Lease who is or becomes directly and primarily liable to Lessor; and (iii) any further assignee, transferee or subtenant of any of the parties listed in (ii) who is or becomes directly and primarily liable to Lessor.

17.2 **Tenant's Right to Encumber Leasehold Estate; No Right to Encumber Lessor's Fee Interest**. Provided that an Event of Default has not occurred and is continuing, Tenant may, at any time during the Term of this Lease (with consent of Lessor after prior written notice providing evidence that all requirements of this Lease have been complied with, which consent shall not be unreasonably withheld, conditioned or delayed), encumber all or any portion of Tenant's Leasehold Estate with one (1) or more Leasehold Mortgages; provided, however:

17.2.1. Such Leasehold Mortgage(s) (as of the date recorded) shall not exceed (a) if recorded before completion of the Initial Improvements, One Hundred Percent (100%) of the costs of the Initial Improvements, or (b) if recorded after completion of the Initial Improvements, eighty percent (80%) of the Leasehold Estate value (including the value of all improvements) after completion;

17.2.2. That Tenant shall not have the power to encumber, and no Leasehold Mortgage shall encumber, Lessor's Fee Interest;

17.2.3. Except as expressly provided in this Lease, the Leasehold Mortgage and all rights acquired under it shall be subject to each and all of the covenants, conditions, and restrictions set forth in this Lease and to all rights and interests of Lessor hereunder; and

17.2.4. Nothing in this Lease shall be construed so as to require or result in a subordination in whole or in part in any way of the Lessor's Fee Interest to any Leasehold Mortgage, and;

17.2.5. Except as otherwise expressly provided herein, in the event of any conflict between the provisions of this Lease and the provisions of any such Leasehold Mortgage, the provisions of this Lease shall control.

Tenant's encumbrance of its Leasehold Estate with a Leasehold Mortgage, as provided in this Section 17.2, shall not constitute an assignment or other Transfer under Article X or otherwise, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the Leasehold Estate so as to require such Leasehold Mortgagee, as such, to assume the Tenant's obligations and liabilities under this Lease.

Notwithstanding the foregoing, if any Leasehold Mortgagee (or its nominee) acquires title to the Premises by foreclosure or deed in lieu thereof, any required consent of the Lessor under this Section 17.2 shall not be unreasonably withheld.

17.3 **Notification to Lessor of Leasehold Mortgage**. Tenant or any Leasehold Mortgagee shall, prior to making any Leasehold Mortgage, provide Lessor with written notice of such Leasehold Mortgage and the name and address of the Leasehold Mortgagee. At the time of notice, Tenant or such Leasehold Mortgagee shall furnish to Lessor a complete copy of any trust deed and note to be secured thereby, together with the name and address of the holder thereof. Thereafter, Tenant or any Leasehold Mortgagee shall notify Lessor of any change in the identity or address of such Leasehold Mortgagee. Lessor shall be entitled to rely upon the addresses provided pursuant to this Section for purposes of giving any notices required by this Article XVII.

17.4 **Notice and Cure Rights of Leasehold Mortgagees With Respect to Tenant Defaults**. Lessor, upon delivery to Tenant of any notice of a default or demand for payment by Tenant under this Lease or a matter as to which Lessor may predicate or claim a default, will promptly deliver a copy of such notice to each Leasehold Mortgagee. Each notice or demand required to be given by Lessor to a Leasehold Mortgagee under this Lease shall be in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested, to such Leasehold Mortgagee at the address(es) provided by such Leasehold Mortgagee, as applicable, to Lessor from time to time in writing and shall be effective upon receipt (or refusal to accept receipt). No notice or demand given by Lessor to Tenant shall be effective until the duplicate copy of such notice or demand to the Tenant shall have been effectively given to each Leasehold Mortgagee in accordance with this Lease. From and after the date such notice has been given to any Leasehold Mortgagee, such Leasehold Mortgagee shall have the same cure period for such default (or act or omission which is the subject matter of such notice) that is provided to Tenant under this Lease or as otherwise agreed upon by County, Agency and the Tenant, to commence and/or complete a cure of such default (or act or omission which is the subject matter of such notice). Lessor shall accept any and all performance by

or on behalf of any Leasehold Mortgagee(s), including by any receiver obtained by any Leasehold Mortgagee(s), as if the same had been done by Tenant. Tenant authorizes each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option, and hereby authorizes any Leasehold Mortgagee (or any receiver or agent) to enter upon the Premises for such purpose.

17.5 **Limitation on Lessor's Termination Right**. If following the delivery of notice pursuant to Section 17.4, above, the default by Tenant continues and is not cured by Tenant (or any Leasehold Mortgagee as allowed under Section 17.4, above), and such failure entitles County and/or Agency to terminate this Lease, Lessor shall have no right to terminate this Lease unless Lessor shall notify in writing each and every Leasehold Mortgagee who has complied with Section 17.3 of Lessor's intent to so terminate at least sixty (60) days in advance of the proposed effective date of such termination. If any Leasehold Mortgagee, within such sixty (60) day period, (i) notifies Lessor of such Leasehold Mortgagee's desire to cure such default and initiates such cure and (ii) pays or cause to be paid the amount that is necessary to cure any monetary default as stated in such notice, if any, then Section 17.6 shall apply. The Lessor, at its sole discretion, may permit such additional time as necessary for any Leasehold Mortgagee to commence the cure or make payment(s), as stated herein. If any Leasehold Mortgagee and Limited Partner fails to respond to said notice of termination within the allotted sixty (60) days as consistent with the conditions of this Section 17.5, Lessor are entitled to immediately terminate this Lease.

17.6 **Leasehold Mortgagee Foreclosure Period**. If any Leasehold Mortgagee complies with Section 17.5 above, then the following provisions shall apply:

17.6.1. If Lessor's notice under Section 17.5 specifies only monetary Events of Default as the basis for Lessor's election to terminate this Lease, and Leasehold Mortgagee has fully paid the monetary amount designated by Lessor in its notice, then such payment shall be deemed to have cured the Event of Default. If Lessor's notice under Section 17.5 specifies both monetary and non-monetary Events of Default or non-monetary Events of Default as the basis for Lessor's election to terminate this Lease, and Leasehold Mortgagee has fully paid the monetary amount designated by Lessor in its notice, as applicable, then the date of termination specified in Lessor's notice shall be extended for a period of twelve (12) months, provided that such Leasehold Mortgagee shall, during such twelve (12) month period:

(a) pay or cause to be paid all Rent under this Lease as the same becomes due (subject to the notice and cure rights expressly set forth herein); and

(b) continue (subject to any stay as described in Section 17.6.2 below) its good faith efforts to perform (and complete performance of) all of Tenant's nonmonetary obligations under this Lease, excepting nonmonetary obligations (whether or not a default exists with respect thereto) that are not then reasonably susceptible of being cured by Leasehold Mortgagee; and

(c) commence and pursue with reasonable diligence until completion (subject to any stay as described in Section 17.6.2 below) a judicial or nonjudicial foreclosure or other enforcement of remedies under its Leasehold Mortgage.

17.6.2. In the event of a judicial or non-judicial foreclosure, the twelve (12) month period described in Section 17.6.1, above, shall automatically be extended by the length of any delay caused by any stay (including any automatic stay arising from any bankruptcy or insolvency proceeding involving Tenant), injunction or other order arising under applicable Laws or issued by

any court (which term as used herein includes any other governmental or quasi-governmental authority having such power) (the foregoing being collectively referred to as a "**Stay**"). Further, Leasehold Mortgagee's obligations stated in Section 17.6.1(b) and (c) shall be automatically suspended during any period that any Stay prevents Leasehold Mortgagee from taking any such actions. Nothing herein, however, shall be construed to extend this Lease beyond the Term hereof nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the Event of Default has been cured. If the Event of Default has been cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

17.6.3. In the event the Leasehold Mortgage requires a new lease between the Lessor and the Leasehold Mortgagee, Lessor shall enter into such new lease with the Leasehold Mortgagee pursuant to Section 17.7, below, provided Lessor are provided with the necessary and adequate documents related to the new lease requirements in the Leasehold Mortgage as described in Section 17.7.

17.6.4. So long as any Leasehold Mortgagee is complying with Sections 17.6.1 and 17.6.2 above, then upon the acquisition of Tenant's Leasehold Estate by a Leasehold Foreclosure Transferee, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease; provided that no Leasehold Foreclosure Transferee shall have any liability for the performance of any of the Tenant's obligations under this Lease until the Leasehold Foreclosure Transferee has acquired the Tenant's interest under the Lease, and then the Leasehold Foreclosure Transferee shall be liable for the performance of only those obligations of the Tenant arising from and after the effective date of the Leasehold Foreclosure Transferee's acquisition of the Tenant's Leasehold Estate. Any such Leasehold Foreclosure Transferee shall be deemed to be an assignee or transferee and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Tenant to be performed hereunder from and after the effective date on which such Leasehold Foreclosure Transferee acquires title to the Leasehold Estate, but only for so long as such purchaser or assignee is the owner of the leasehold estate.

17.6.5. Any Leasehold Mortgagee (or its designee) that becomes a Leasehold Foreclosure Transferee, upon acquiring title to Tenant's Leasehold Estate without obtaining Lessor's consent and provided it is not in default of any of the provisions of this Lease, shall have a one-time right to assign the Leasehold Estate to an assignee (a) which is an Affiliate of the Leasehold Foreclosure Transferee, or (b) which has substantial experience, or will employ a property management company with substantial experience, managing, maintaining and operating affordable housing developments like that on the Premises. Upon such assignment, the Leasehold Foreclosure Transferee shall automatically be released of all obligations thereafter accruing under this Lease, provided that, substantially concurrently with such assignment, the assignee delivers to Lessor a written agreement assuming Tenant's obligations under the Lease thereafter accruing. Any subsequent Transfers occurring after the one-time assignment permitted under this Section shall be subject to Article X.

17.7 **Leasehold Mortgagee's Right to New Lease**.

17.7.1. In the event of any termination of this Lease (including any termination because of an Event of Default, or because of any rejection or disaffirmance of this Lease pursuant to bankruptcy law or any other law affecting creditor's rights, but other than by reason of a Total Taking), Lessor shall give prompt written notice of such termination to each Leasehold Mortgagee

and shall (subject to Section 17.8 below if more than one Leasehold Mortgagee then exists) enter into a new lease ("**New Lease**") of the Premises with the Leasehold Mortgagee holding the Leasehold Mortgage that has the most senior lien priority, in accordance with Section 17.8 below, or its designee, upon notice to Lessor by such Leasehold Mortgagee. The New Lease shall commence as of its effective date and shall continue for the remainder of the scheduled Term of this Lease, at the same Rent that is payable under this Lease, and on the same terms, conditions, covenants, restrictions and reservations that are contained in this Lease (including any extension options, purchase options and rights of first refusal, if any, provided for in this Lease), and subject to the rights of any tenants under residential subleases or other subtenants then in valid occupancy of the Premises and Improvements and further subject to any then existing senior Leasehold Mortgagees; provided that, substantially concurrently with the delivery of a notice by Leasehold Mortgagee requiring Lessor to enter into a New Lease, Leasehold Mortgagee shall pay to Lessor all Rent or any other amounts payable by Tenant hereunder which are then due and shall commence and proceed with diligence to cure all nonmonetary defaults under this Lease, other than those nonmonetary defaults which are personal to the foreclosed tenant and impossible for the Leasehold Mortgagee to remedy.

17.7.2. If such Leasehold Mortgagee elects to enter into a New Lease pursuant to Section 17.7.1 above, then County, Agency and the Leasehold Mortgagee (or its designee) shall promptly prepare and enter into a written New Lease; but until such written New Lease is mutually executed and delivered, this Lease shall govern, from and after the giving of notice pursuant to Section 17.7.1 but prior to the execution of the New Lease, the Lessor's and Leasehold Mortgagee's relationship with respect to the Premises and the Improvements and the Leasehold Mortgagee shall (i) be entitled to possession of the Premises and to exercise all rights of Tenant hereunder, (ii) pay to Lessor any Rent accruing under the New Lease as it becomes owing, and (iii) perform or cause to be performed all of the other covenants and agreements under this Lease. Further, at such time as the written New Lease is mutually executed and delivered, Leasehold Mortgagee (or its designee) shall pay to Lessor its reasonable expenses, including reasonable attorneys' fees and costs, incurred in connection with the preparation, execution and delivery of such written New Lease. In addition, upon execution of any such New Lease, Lessor shall execute, acknowledge and deliver to such Leasehold Mortgagee (or its designee) a grant deed, in recordable form, conveying to such Leasehold Mortgagee (or its designee) fee title to all Improvements in the event that title to such Improvements have vested with the County.

17.7.3. In the event that Lessor receives any net income (*i.e.*, gross income less gross expenses on a cash basis), if any, from the Premises and Improvements during any period that Lessor may control the same, then the Leasehold Mortgagee under the New Lease shall be entitled to such net income received by Lessor except to the extent that it was applied to cure any default of Tenant.

17.7.4. All rights and claims of Tenant under this Lease shall be subject and subordinate to all right and claims of the tenant under the New Lease.

17.8 **Multiple Leasehold Mortgages**. If more than one Leasehold Mortgagee shall make a written request upon Lessor for a New Lease in accordance with the provisions of Section 17.7, then such New Lease shall be entered into pursuant to the request of the Leasehold Mortgagee holding the Leasehold Mortgage that has the most senior lien priority.

Notwithstanding anything herein to the contrary, Lessor shall have no duty or obligation to resolve any disputes or conflicting demands between Leasehold Mortgagees. In the event of any conflicting demands made upon County and/or Agency by multiple Leasehold Mortgagees, Lessor may (subject

to any applicable court orders to the contrary) rely on the direction of the Leasehold Mortgagee whose Leasehold Mortgage is recorded first in time in the Official Records of the County, as determined by any national title company.

17.9 **Condemnation and Insurance Proceeds**. Notwithstanding anything to the contrary contained herein, all condemnation proceeds (other than proceeds payable on account of the value of the Lessor's Fee Interest as encumbered by this Lease) or insurance proceeds shall be subject to and paid in accordance with the requirements of the most senior (in order of lien priority) Leasehold Mortgage, subject, however, to any requirement in this Lease that, to the extent not in conflict with the terms of the applicable Leasehold Mortgage, such proceeds must be used to repair and restore the Improvements to the Premises which were damaged or destroyed by such condemnation or casualty (including, without limitation, as required in Article VII following a casualty and in Section 9.4.3 following a condemnation). The handling and disbursement of any such proceeds used to repair or restore the Improvements to the Premises shall be subject to the requirements of such senior Leasehold Mortgage.

17.10 **Mortgagee Clauses**. A standard mortgagee clause naming each Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Tenant hereunder, provided that any such Leasehold Mortgagee shall hold and apply such insurance proceeds subject to the provisions of this Lease.

17.11 **No Waiver**. No payment made to Lessor by a Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease; and a Leasehold Mortgagee having made any payment to Lessor pursuant to County and/or Agency's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof.

17.12 **Fees and Costs**. Tenant agrees to reimburse Lessor for its reasonable attorneys' fees and costs incurred in connection with Lessor's review and/or approval of any documentation which may be required in connection with any Leasehold Mortgage by Tenant as provided herein.

17.13 **No Termination, Cancellation, Surrender or Modification**. Without the prior written consent of each Leasehold Mortgagee, (a) this Lease may not be terminated or cancelled by mutual agreement of County, Agency and Tenant, (b) Lessor may not accept the surrender this Lease or the Leasehold Estate created hereunder without the consent of each Leasehold Mortgagee, and (c) this Lease may not be amended, modified or supplemented (and any action taken in furtherance of any of the foregoing without the required consent of each Leasehold Mortgagee shall be void and of no effect). In addition, if any term or provision of this Lease gives Tenant the right to terminate or cancel this Lease, in whole or in part, no such termination or cancellation shall be or become effective unless Tenant has first received approval in writing by each Leasehold Mortgagee.

17.14 **Effect of Foreclosure upon Base Rent.** Notwithstanding anything to the contrary contained elsewhere in this Lease, (i) in no event shall any Leasehold Mortgagee (or its designee) be required to pay or cure, in order to prevent the termination of this Lease, to exercise its cure rights hereunder or to obtain a New Lease or otherwise, any Base Rent, and (ii) in no event shall any Leasehold Mortgagee (or its designee) or its (or their) successors and assigns be required to pay or cure any Base Rent which otherwise became due and payable prior to completion of any foreclosure under any Leasehold Mortgage (or acceptance of any assignment or deed in lieu thereof).

ARTICLE XVIII
BEST MANAGEMENT PRACTICES

18.1 Tenant and all of Tenant's, subtenant, agents, employees and contractors shall conduct operations under this Lease so as to assure that pollutants do not enter municipal storm drain systems, in violation of applicable Laws, which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

18.2 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System ("**NPDES**") permits ("**Stormwater Permits**") to the County of Orange, and to the Orange County Flood Control District ("**District**") and cities within Orange County, as co-permittees (hereinafter collectively referred to as "**NPDES Parties**") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises leased under this Lease. The NPDES Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

18.3 To assure compliance with the Stormwater Permits and water quality ordinances, the NPDES Parties have developed a Drainage Area Management Plan ("**DAMP**") which includes a Local Implementation Plan ("**LIP**") for each jurisdiction that contains Best Management Practices ("**BMPs**") that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the District and/or County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "**BMP Fact Sheets**") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

18.4 BMP Fact Sheets that apply to uses authorized under this Lease include the BMP Fact Sheets that are attached hereto as **Exhibit C.** These BMP Fact Sheets may be modified during the term of the Lease; and the Lessor shall provide Tenant with any such modified BMP Fact Sheets. Tenant, its agents, contractors, representatives and employees and all persons authorized by Tenant to conduct activities on the Premises shall, throughout the term of this Lease, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Lease commences or as the Stormwater Permits may be modified. Tenant agrees to maintain current copies of the BMP Fact Sheets on the Premises throughout the term of this Lease. The BMPs applicable to uses authorized under this Lease must be performed as described within all applicable BMP Fact Sheets.

18.5 Tenant may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the Lessor for review and approval prior to implementation.

18.6 Lessor may enter the Premises and/or review Tenant's records at any reasonable time during normal business hours to ensure that activities conducted on the Premises comply with the requirements of this Section. Tenant may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this Section.

ARTICLE XIX
GENERAL CONDITIONS & MISCELLANEOUS PROVISIONS

19.1 **Signs.** Tenant agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon the Premises except (a) as approved in writing in advance by Lessor, which approval may be withheld in the sole and absolute discretion of the Lessor, or (b) required by any of Tenant's lenders, provided that any such signage is in compliance with all applicable Laws. Tenant further agrees not to construct, maintain, or allow billboards or outdoor advertising signs upon the Premises. Unapproved signs, banners, flags, etc., may be removed by Lessor without prior notice to Tenant.

19.2 **Nondiscrimination.** Tenant agrees not to discriminate against any person or class of persons by reason of sex, age (except as permitted by law), race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this Lease.

19.3 **Taxes and Assessments**. Pursuant to California Revenue and Taxation Code Section 107.6, Tenant is specifically informed that this Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Premises or upon fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of Tenant, and Tenant shall cause said taxes and assessments to be paid promptly.

19.4 **Quitclaim of Interest upon Termination**. Upon termination of this Lease for any reason whatsoever in accordance with the terms of the Lease, Tenant shall execute, acknowledge, and deliver to Lessor, within five (5) business days, a good and sufficient deed, in a form as approved by the Lessor, whereby all right, title, and interest of Tenant in the Premises is quitclaimed back to Lessor ("**Quitclaim Deed**"). The Quitclaim Deed shall then be recorded by Lessor to remove any cloud on title created by this Lease. In the event that the Tenant fails to provide such Quitclaim Deed within five (5) additional business days after written demand by either the County or City, the Parties agree that the County and City will be damaged and entitled to compensation for those damages. Such actual damages will, however, be extremely difficult to ascertain. Therefore, if the Tenant does not provide the required Quitclaim Deed after such notice and cure period, in addition to any other remedy provided by law or equity, the Tenant shall pay the Lessor $2,000 per day for every day that passes until a Quitclaim Deed is delivered, which amount shall be deemed to constitute a reasonable estimate of Lessor's damages and not a penalty. Such amount shall become due and payable by Tenant to Lessor for each calendar day that passes beyond the cure period. Notwithstanding the foregoing, if the Tenant has disputed the termination of the Lease by Lessor, upon a final determination by a court of competent jurisdiction that the Lease has not been terminated, Tenant shall not be subject to payment of the foregoing damages.

19.5 **Public Records**. Tenant acknowledges that any written information submitted to and/or obtained by Lessor from Tenant or any other person or entity having to do with or related to this Lease and/or the Premises, either pursuant to this Lease or otherwise, is a "public record" open to inspection and copying by the public pursuant to the California Public Records Act (Government

Code §6250, *et seq*.) ("**CPRA**") as now in force or hereafter amended, or any Law in substitution thereof, or otherwise made available to the public, unless such information is exempt from disclosure pursuant to the applicable sections of CPRA. In the event that a CPRA request is made for any financial statements and records (not including Gross Receipts Statements) and the Lessor determines that the records must be turned over, the Lessor will give Tenant fifteen (15) days' written notice prior to turning over such records so that Tenant can take any necessary action, including, but not limited to, injunctive relief, to prevent Lessor from turning over such financial statements and records.

19.6 **Attorney's Fees**. In any action or proceeding brought to enforce or interpret any provision of this Lease, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

19.7 **Payment Card Compliance**. Should Tenant conduct credit/debit card transactions in conjunction with Tenant's business with the County and/or Agency, on behalf of the County and/or Agency, or as part of the business that Tenant conducts on the Premises, Tenant covenants and warrants that it will during the course of such activities be Payment Card Industry Data Security Standard ("**PCI/DSS**") and Payment Application Data Security Standard ("**PA/DSS**") compliant and will remain compliant during the entire duration of its conduct of such activities. Tenant agrees to immediately notify Lessor in the event Tenant should ever become non-compliant at a time when compliance is required hereunder, 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 Lessor, Tenant shall provide to Lessor written certification of Tenant's PCI/DSS and/or PA/DSS compliance.

19.8 **Right to Work and Minimum Wage Laws**.

19.8.1. In accordance with the United States Immigration Reform and Control Act of 1986, Tenant shall require its employees that directly or indirectly service the Premises, pursuant to the terms and conditions of this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Tenant shall also require and verify that its contractors or any other persons servicing the Premises, pursuant to the terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

19.8.2. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, Tenant shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. Tenant shall require and verify that all its contractors or other persons servicing the Premises on behalf of the Tenant also pay their employees no less than the greater of the Federal or California Minimum Wage.

19.8.3. Tenant shall comply and verify that its general contractor complies with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

19.9 **Declaration of Knowledge by Tenant**. Tenant warrants that Tenant has carefully examined this Lease and by investigation of the site and of all matters relating to the Lease arrangements has fully informed itself as to all existing conditions and limitations affecting the

construction of the Lease improvements and business practices required in the operation and management of the uses contemplated hereunder.

19.10 **Governing Law**. This Lease shall be governed by and construed in accordance with the laws of the State of California and the City.

19.11 **Venue.** The Parties hereto agree that this Lease has been negotiated and executed in the State of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Lease, 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 hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

19.12 **Headings and Titles**. The captions of the Articles or Sections of this Lease are only to assist the Parties in reading this Lease and shall have no effect upon the construction or interpretation of any part hereof.

19.13 **Interpretation**. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "**Tenant**" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission. In any provision relating to the conduct, acts or omissions of County, the term "**County**" shall include County's agents, employees, contractors, invitees, successors or others using the Premises with County's expressed or implied permission. In any provision relating to the conduct, acts or omissions of Agency, the term "**Agency**" shall include Agency's agents, employees, contractors, invitees, successors or others using the Premises with Agency's expressed or implied permission.

19.14 **Ambiguities**. Each Party hereto has reviewed this Lease with legal counsel, and has revised (or requested revisions of) this Lease based on the advice of counsel, and therefore any rules of construction requiring that ambiguities are to be resolved against a particular Party shall not be applicable in the construction and interpretation of this Lease or any exhibits hereto.

19.15 **Successors and Assigns**. Except as otherwise specifically provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

19.16 **Time is of the Essence**. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

19.17 **Severability**. If any term or provision of this Lease is held invalid or unenforceable to any extent under any applicable law by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

19.18 **Integration**. This Lease, along with any exhibits, attachments or other documents affixed hereto or referred to herein and related Agency permits, constitute the entire agreement

between County, Agency and Tenant relative to the leasing of the Premises. This Lease and such exhibits, attachments and other documents may be amended or revoked only by an instrument in writing signed by County, Agency and Tenant. County, Agency and Tenant hereby agree that no prior agreement, understanding or representation pertaining to any matter covered or mentioned in this Lease shall be effective for any purpose.

19.19 **Notices**. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or electronic mail, shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, three (3) business days after the date of posting by the United States post office, (c) if given by electronic mail, when sent if before 5:00 p.m., otherwise on the next business day, or (d) if delivered by overnight delivery, one (1) business day after mailing. Any notice, request, demand, direction or other communication sent by electronic mail must be confirmed within by letter mailed or delivered within two business days in accordance with the foregoing.

Either Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

If to Lessor:	County of Orange c/o CEO/Corporate Real Estate 333 W. Santa Ana Blvd, 3rd Floor Santa, Ana, CA 92702 Attn: Chief Real Estate Officer And to: Housing Authority of the City of Santa Ana 20 Civic Center Plaza (M-26) P.0. Box 1988 Santa Ana, California 92702 Attn: Housing Manager
With a copy to:	Office of the City Attorney City of Santa Ana 20 Civic Center Plaza, 7th Floor (M-29) Santa Ana, California 92702
If to Tenant:	c/o The Related Companies of California, LLC 19201 Von Karman Avenue, Suite 900 Irvine, CA 92612 Attention: President c/o A Community of Friends 3701 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attention: Dora Leong Gallo, President and Chief Executive Officer And to:

With a copy to: Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. 5th Street, 64th Floor
Los Angeles. CA 90071
Attention: Lance Bocarsly, Esq.

19.20 **Amendments**. This Lease 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 Lease shall be in writing and shall be properly executed by all Parties.

19.21 **Limited Partner Cure Rights**. In the event the Tenant is a partnership, the Lessor agrees to accept a cure of any Event of Default by Tenant made by any one or more of the Tenant's limited partners as if such cure had been made by Tenant, provided such cure is made in accordance with the applicable provisions of this Lease.

19.22 **Dispositions of Abandoned Property**. If Tenant abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises thirty (30) days after such event shall, at County and/or Agency's option, be deemed to have been transferred to County and/or Agency. County and/or Agency shall have the right to remove and to dispose of such property at Tenant's cost, including the cost of labor, materials, equipment and an administrative fee equal to fifteen percent (15%) of the sum of such costs without liability therefor to Tenant or to any person claiming under Tenant, and shall have no need to account therefor. At Lessor's option, Lessor may provide Tenant with an invoice for such costs, which invoice Tenant agrees to pay within fifteen (15) days of receipt.

19.23 **Brokers**. If Tenant has engaged a broker in this transaction pursuant to a separate agreement, Tenant shall be solely responsible for the payment of any broker commission or similar fee payable pursuant to such separate agreement. Tenant each hereby agree to indemnify and hold the Lessor harmless from and against all costs, expenses or liabilities (including attorney fees and court costs, whether or not taxable and whether or not any action is prosecuted to judgment) incurred by the County and/or Agency in connection with any claim or demand by a person or entity for any broker's, finder's or other commission or fee from the County and/or Agency in connection with the Tenant's entry into this Lease and the transactions contemplated hereby based upon any alleged statement or representation or agreement of the Tenant. No broker, finder or other agent of any Party hereto shall be a third-party beneficiary of this Lease

19.24 **No Partnership**. This Lease shall not be construed to constitute any form of partnership or joint venture between County, Agency and Tenant. County, Agency and Tenant mutually acknowledge that no business or financial relationship exists between them other than as County, Agency and Tenant, and that County and Agency is not responsible in any way for the debts of Tenant or any other Party.

19.25 **Authorization**. County, Agency and Tenant (each, a "**signing party**") each represents and warrants to the other that the person or persons signing this Lease on behalf of the signing party has full authority to do so and that this Lease binds the signing party. Concurrently with the execution of this Lease, the Tenant shall deliver to the Lessor a certified copy of a resolution of the signing party's board of directors or other governing board authorizing the execution of this Lease by the signing party.

19.26 **Recording**. This Lease itself shall not be recorded, but in the event that the Tenant encumbers the leasehold as set forth in Article XVII, a memorandum hereof may be recorded in the form of **Exhibit D** attached hereto (the "**Memorandum**"). The Memorandum may be executed concurrently with this Lease and thereafter recorded in the Official Records of the County Recorder on the Effective Date of this Lease has occurred. Tenant shall be responsible for the payment of all charges imposed in connection with the recordation of the Memorandum, including, without limitation, any documentary transfer tax imposed in connection with this transaction and all recording fees and charges.

19.27 **Exhibits**. This Lease contains the following exhibits, schedules and addenda, each of which is attached to this Lease and incorporated herein in its entirety by this reference:

Exhibit A: Legal Description of the Premises

Exhibit A-1: Rendering of the Premises

Exhibit B: Initial Improvements

Exhibit C: Best Management Practices Fact Sheets

Exhibit D: Form of Memorandum of Lease

19.28 **Consent/Duty to Act Reasonably**. Except as otherwise expressly provided herein, whenever this Lease grants County, Agency and/or Tenant the right to take any action, grant any approval or consent, or exercise any discretion, County, Agency and/or Tenant shall act reasonably and in good faith and take no action which might result in the frustration of the other Party's reasonable expectations concerning the benefits to be enjoyed under this Lease.

19.29 **Counterparts**. For the convenience of the Parties to this Lease, this Lease may be executed in several original counterparts, each of which shall together constitute but one and the same agreement. Original executed pages may be assembled together into one fully executed document.

19.30. **No Merger.** The interests created by this Lease shall not be extinguished by merger of any or all of the ownership interests the Premises or the Improvements in one person or entity.

19.31 **Cooperation of County and Agency**. County and Agency hereby agree that (a) Agency staff shall be responsible for administering the operation of the Project to insure it is being used in conformance with this Lease, and (b) Agency staff shall serve as administrator of the Lease with the Tenant and coordinate with the County as necessary. County and Agency hereby agree to work cooperatively and expeditiously to provide written consent (or written refusal to provide consent) to Tenant, the Leasehold Mortgagees and Limited Partner hereunder.

[Signatures On Following Pages]

IN WITNESS WHEREOF, the Parties have executed this Lease on the date first written above.

	TENANT WASHINGTON SANTA ANA HOUSING PARTNERS, L.P., a California limited partnership By: Related/Washington Santa Ana Development Co., LLC, a California limited liability company, its Administrative General Partner By: _____ Frank Cardone, President By: Supportive Housing LLC, a California limited liability company By: A Community of Friends, a California nonprofit public benefit corporation, its sole member/manager By: _____ Dora Leong Gallo, President and Chief Executive Officer

APPROVED AS TO FORM: SONIA CARAVALHO AUTHORITY GENERAL COUNSEL By: _____ Ryan O. Hodge, Assistant City Attorney Date _____	**LESSOR** HOUSING AUTHORITY OF THE CITY OF SANTA ANA ACTING AS THE HOUSING SUCCESSOR AGENCY a public body, corporate and politic By: _____ Steven A. Mendoza, Executive Director Date _____

APPROVED AS TO FORM: COUNTY COUNSEL By: _____ Deputy Date March 29, 2022	COUNTY OF ORANGE, a political subdivision of the State of California _____ Thomas A. Miller, Chief Real Estate Officer Orange County, California

Digitally signed by Michael A. Haubert
DN: cn=Michael A. Haubert, o=County of Orange, ou=County Counsel, email=michael.haubert@coco.ocgov.com, c=US
Date: 2022.03.29 15:51:12 -07'00'

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Orange, City of Santa Ana, State of California, and is described as follows:

That certain parcel of land situated in the City of Santa Ana, County of Orange, State of California, being that portion of Parcel 1 of Parcel 73035 described in the Grant Deed recorded July 24, 1991, Instrument No. 91-387576 of Official Records, together with that portion of Parcel 73034 described in the Grant Deed recorded November 15, 1991, Instrument No. 91-626431 of Official Records, lying southwesterly and westerly of those three (3) courses and the Northwesterly extension of course Three (3) thereof, in the State Right of Way as shown on a map filed in Book 194, pages 28 through 36 inclusive of Record of Surveys in said Office of said County Recorder, said Three (3) courses being shown on sheet 2 of said map as:

1) North 21° 00' 58" West 286.98';
2) North 32° 46' 23" West 157.90';
3) North 25° 03' 45" West 62.42'.

EXCEPTING THEREFROM: That portion of above said Parcel 1, lying within the limits of the Washington Avenue Cul-De-Sac as shown on said Sheet 2 of said Map.

APN: 398-092-14

That portion of the land allotted to Maria Ygnacia Alvarado De Moreno, as described in the final decree of partition of the Rancho Santiago De Santa Ana, which was entered September 12, 1868 in Book "B" Page 410 of Judgments of the District Court of the 17th Judicial District, in and for Los Angeles County, California, described as follows:

Beginning at a point 1584.0 feet north and 301.05 feet west of an iron axle set at the intersection of the centerlines of Fourth Street and Grand Avenue; thence North 717.80 feet; thence West 606.90 feet; thence South 717.80 feet; thence East 606.90 feet to the point of beginning.

EXCEPTING THEREFROM: That portion lying southeasterly of the northwesterly line of that certain 104.00 foot strip of land described in Parcel A of Deed to the City of Santa Ana, recorded June 25, 1970 in Book 9327, page 72 of Official Records.

ALSO EXCEPTING THEREFROM: That portion described as Parcel C in said Deed to the City of Santa Ana.

ALSO EXCEPTING THEREFROM: That portion conveyed in the deed to the State of California recorded January 10, 1992, Instrument 92-15188 of Official Records.

APN: 398-092-13

EXHIBIT A-1
RENDERING OF THE PROPERTY

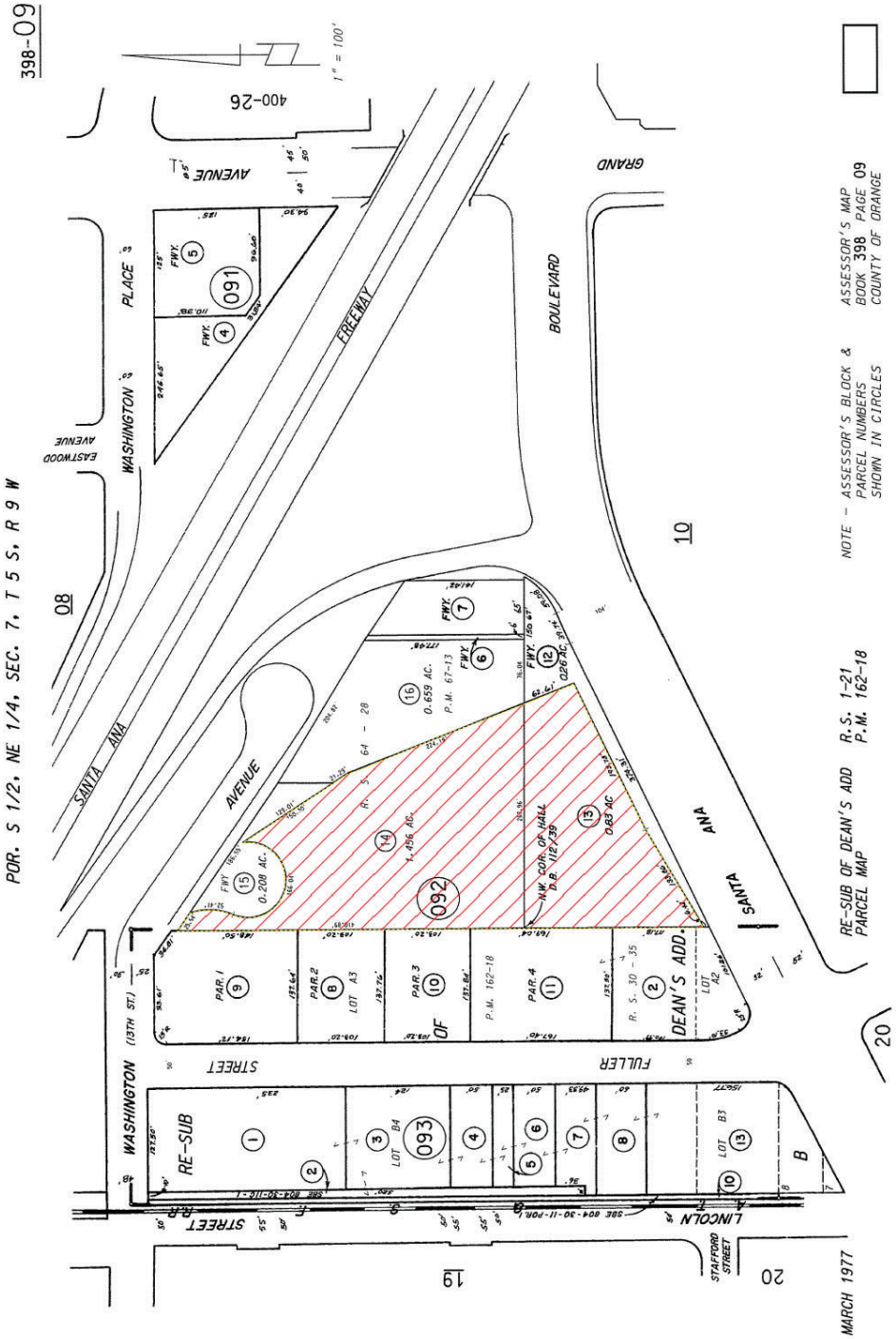


EXHIBIT B
INITIAL IMPROVEMENTS

The proposed Project includes the development of two residential buildings with 86 units surrounding two interior, landscaped courtyard/amenity spaces. The Project includes 16 studio units, 26 one bedroom units, 22 two-bedroom units, 17 three-bedroom units, and 5 four-bedroom units. All units will be flat apartments located on the first, second, third and fourth floors. In addition, a proposed sound wall is being positioned along the eastern property line adjacent to the US Interstate 5 ramp. Approximately 3,500 square foot of interior community amenities and leasing offices is designed to accommodate supportive and management services.

The Project will be 100% affordable to households earning no more than 30 percent of Area Median Income (AMI) for Orange County of which 43 units will be set-aside for Permanent Supportive Housing (PSH), with one exempt 2-bedroom managers unit. The unit mix and rent restrictions are as follows, provided, however, the rent and income restrictions applicable to the Project shall be set forth in and subject to the terms of the County Loan Regulatory Agreement:

Bedroom Size	**30% AMI (PSH)**	**30% AMI**	**Manager's Unit**	**Total Units**
Studios	16			16
One-Bedroom	26			26
Two-Bedroom	1	20	1	22
Three-Bedroom		17		17
Four-Bedroom		5		5
TOTAL	**43**	**42**	**1**	**86**

EXHIBIT C
Best Management Practices
("**BMPs**" Fact Sheets)

Best Management Practices can be found at: http://www.ocwatersheds.com/documents/bmp which website may change from time to time.

BMPs apply to the TENANT's defined Premises and BMPs also apply to the TENANT's Contractor therefore TENANT shall cause Contractor to be responsible for implementing and complying with all BMP Fact Sheet requirements that apply to construction activity with respect to the Improvements, and also including, without limiting the generality of the foregoing, site preparation, landscaping, installation of utilities, street construction or improvement and grading or filling in or on the Premises. TENANT is to be aware that the BMP clause within this Lease, along with all related BMP Exhibits, may be revised, and may incorporate more than what is initially being presented in this Lease. Suggested BMPs Fact Sheets may include, but may not be limited to, the following list shown below and can be found at: http://www.ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities (which website may change from time to time):
IC3 Building Maintenance
IC4 Carpet Cleaning
IC6 Contaminated or Erodible Surface Areas
IC7 Landscape Maintenance
IC9 Outdoor Drainage from Indoor Areas
IC10 Outdoor Loading/Unloading of Materials
IC12 Outdoor Storage of Raw Materials, Products, and Containers
IC14 Painting, Finishing, and Coatings of Vehicles, Boats, Buildings, and Equipment
IC15 Parking & Storage Area Maintenance
IC17 Spill Prevention and Cleanup
IC21 Waste Handling and Disposal
IC22 Eating and Drinking Establishments
IC23 Fire Sprinkler Testing/Maintenance
IC24 Wastewater Disposal Guidelines

EXHIBIT D
FORM OF MEMORANDUM OF LEASE
MEMORANDUM OF LEASE

This is a Memorandum of Lease ("**Memorandum**") made and entered into as of this _____ day of _____, 20___, by and between the County of Orange, a political subdivision of the State of California, the Housing Authority of the City of Santa Ana, a public body, corporate and politic (collectively, the "**Lessor**") and _____, ("**Tenant**"), residing at _____, upon the following terms:

1. **Lease.** The provisions set forth in a written lease between the parties hereto dated _____ ("**Lease**"), are hereby incorporated by reference into this Memorandum.

2. **Subject Premises.** The Premises which are the subject of the Lease are more particularly described as on **Exhibit A**, attached hereto

3. **Effective Date of Lease.** The Lease shall be deemed to have commenced on _____ (the "**Effective Date**") as set forth within the terms of the Lease.

4. **Term.** The Term of the Lease shall be Sixty-Five (65) years from the Effective Date as stated in the written Lease. The Term shall commence on the date hereof and terminate Sixty-Two (62) years from the Commencement Date, which is the date on which a Certificate of Occupancy is issued for the Project, provided, however the Term shall be no longer than sixty five (65) years from the Effective Date.

5. **Duplicate Copies** of the originals of the Lease are in the possession of the Lessor and Tenant and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto. The addresses for Lessor and Tenant are as follows:

If to Lessor:
County of Orange
c/o CEO/Corporate Real Estate
333 W. Santa Ana Blvd, 3rd Floor
Santa, Ana, CA 92702
Attn: Chief Real Estate Officer

And to:

Housing Authority of the City of Santa Ana
20 Civic Center Plaza (M-26)
P.0. Box 1988
Santa Ana, California 92702
Attn: Housing Manager

With a copy to:
Office of the City Attorney
City of Santa Ana
20 Civic Center Plaza, 7th Floor (M-29)
Santa Ana, California 92702

If to Tenant:	c/o The Related Companies of California, LLC 19201 Von Karman Avenue, Suite 900 Irvine, CA 92612 Attention: President c/o A Community of Friends 3701 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attention: Dora Leong Gallo And to:
With a copy to:	Bocarsly Emden Cowan Esmail & Arndt LLP 633 W. 5th Street, 64th Floor Los Angeles. CA 90071 Attention: Lance Bocarsly, Esq.

6. **Purpose.** It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Lessor and Tenant with respect to the Premises and is hereby incorporated by reference. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease. This Memorandum is for informational purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum pursuant to due authorization on the dates herein acknowledged.

COUNTY:

By: _____

Name: _____
Title: _____

AGENCY:

By: _____

Name: _____
Title: _____

TENANT:

By: _____

Name: _____
Title: _____

By: _____

Name: _____
Title: _____

County Executive Office

Memorandum

RECEIVED
2022 APR -7 PM 1:23

April 6, 2022

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.04.06 16:47:47 -07'00'

Subject: Exception to Rule 21

S42F

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 12, 2022, Board Hearing.

Agency: Sheriff-Coroner
Subject: Renew Amendment Number Three with Praeses LLC Contract MA-060-
Districts: All Districts

Reason Item is Supplemental: Per direction from the Board of Supervisors, this Agenda Staff Report was deleted from the last Board Hearing and now needs to be placed at the next Board Hearing.

Justification: Sheriff requires the use of consulting services to ensure a smooth transition to a new vendor, and/or new products, including coordinating training for County staff on the products. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Doug Chaffee

Doug Chaffee, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S42F
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2022 APR -7 PM 1:23
CLERK OF THE BOARD
COUNTY OF ORANGE
CALIFORNIA

MEETING DATE:	04/12/22
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Sheriff-Coroner
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Jeffrey Puckett (714) 647-1839 Brian Wayt (714) 647-1803

SUBJECT: Approve Amendment Number Three with Praeses LLC

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2022.04.06 16:51:02 -07'00'	Approved Agreement as to Form	Discussion
CEO Signature	*Action*	3 Votes Board Majority
	County Counsel Signature	

Budgeted: Yes **Current Year Cost:** $51,233 **Annual Cost:** FY 2022-23 $223,767

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: 4/13/2021 #16, 4/14/2020 #6, 4/23/2019 #S49B, 11/6/2018 #S9E

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or Deputized designee to execute Amendment Number Three to the sole source agreement with Praeses LLC for Consultant Services for Inmate Telephone System Services, for the term of April 23, 2022 through April 22, 2023, in an amount not to exceed $275,000, for a revised cumulative contract amount not to exceed $1,100,000, renewable for one additional one-year term.

SUMMARY:

Approval of Amendment Number Three to the sole source agreement with Praeses LLC will allow the Sheriff-Coroner Department to continue to contract for consulting management services to assist in the oversight of inmate telephone service providers and in the evaluation of a Request for Proposals for Correctional/Institutional communications and technologies.

BACKGROUND INFORMATION:

The Orange County Jail System and Probation Department require telephone services for their inmates, detainees and/or wards, and have historically contracted out for these services. The contract for telephone services is a revenue-generating contract for the Inmate and Ward Welfare Funds. Sheriff-Coroner Department (Sheriff) received a report of a number of attorney telephone calls that were inappropriately recorded and decided to evaluate its long-term relationship with GTL. Sheriff shared its plans with the Board of Supervisors (Board) to contract with a company that could oversee the inmate telephone services contract and provide Sheriff's staff with consulting services to establish a procedure to manage attorney calls. Sheriff expressed an interest also in utilizing the consulting services to ensure a smooth transition to a new vendor, should a new provider be selected through an RFP process. Below is a summary of the Board actions on this contract.

BOARD DATE	CONTRACT TERM	DOLLAR AMOUNT	ACTION TAKEN
4/23/2019	4/23/2019-4/22/2020	$275,000	Original Contract Approved
4/14/2020	4/23/2020-4/22/2021	$275,000	Contract Renewed
4/13/2021	4/23/2021-4/22/2022	$275,000	Contract Renewed

Sheriff now requests Board approval to execute Amendment Number Three to renew the sole source agreement with Praeses LLC for Consultant Services for Inmate Telephone System Services, for the term of April 23, 2022, through April 22, 2023, in an amount not to exceed $275,000, for a revised cumulative contract amount not to exceed $1,100,000, renewable for one additional one-year terms.

The proposed agreement with Praeses LLC is a sole source agreement and a completed Sole Source Request Form is attached to this Agenda Staff Report (See Attachment C). For 15 years, Praeses LLC has provided California sheriff departments with services such as consulting, vendor and supplier compliance, rate validation and revenue reconciliation and assistance during RFPs, including Scope of Work development assistance. After several contracting processes, multiple California sheriff departments, including San Francisco and Ventura, have determined that Praeses LLC is the only company in the industry that can provide these expert services.

The Contractor's performance has been confirmed as at least satisfactory. Sheriff has verified that there are no concerns that must be addressed with respect to contractor's ownership/name, litigation status or conflicts with County interests. This agreement does not currently include subcontractors or pass through to other providers.
This contract is submitted for Board approval less than 30 days prior to the start of the contract renewal due to extended negotiations by the issuing agency. The Orange County Preference Policy is not applicable to this contract award. See Attachment D for the Contract Summary Form.

FINANCIAL IMPACT:

Appropriations for this contract are included in the Sheriff-Coroner's FY 2021-22 Budget for Budget Control 060 and will be included in the budgeting process for future years. The contract contains language allowing the Sheriff-Coroner Department to terminate the contract without penalty with cause or after 30 days of written notice without cause in the event that funding is reduced and/or not available to continue funding the contract.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Amendment Number Three to Agreement MA-060-19011528
Attachment B - Redline Version of Contract
Attachment C - Sole Source Request Form
Attachment D - Contract Summary Form

AMENDMENT NUMBER THREE
TO
AGREEMENT MA-060-19011528
BETWEEN THE
COUNTY OF ORANGE
AND
PRAESES LLC

This AMENDMENT NUMBER THREE to agreement Number MA-060-19011528 (hereinafter "AMENDMENT NUMBER THREE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY"), and Praeses LLC ("CONTRACTOR") with a place of business at 330 Marshall St., Suite 800, Shreveport, LA 71101 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and Praeses LLC executed a Contract for Consultant Services for Inmate Telephone System on April 23, 2019 as Contract Number MA-060-19011528 (hereinafter "ORIGINAL CONTRACT") in an amount not to exceed $275,000, for a one (1) year term of April 23, 2019 through and including April 22, 2020, renewable for four (4) additional one-year terms upon mutual agreement of both parties; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on April 23, 2020 as Contract Number MA-060-20010904 for a one (1) year term of April 23, 2020 through and including April 22, 2021(hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on April 14, 2021 for a one (1) year term of April 23, 2021 through and including April 22, 2022 (hereinafter "AMENDMENT NUMBER TWO"); and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of April 23, 2022 through and including April 22, 2023 in an amount not to exceed $275,000, and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section 2, Term of Contract of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:
   This Contract shall commence upon execution of all necessary signatures, and continue in effect from 4/23/19 through and including 4/22/23, unless otherwise terminated by COUNTY. The period of 4/23/19 through and including 4/22/20 shall be known as Contract Number MA-060-19011528. The period of 4/23/20 through and including 4/22/23 shall be known as Contract Number MA-060-20010904.

b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

   3. Renewal:
      This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

2. A true and correct copy of the ORIGINAL CONTRACT is attached hereto as Exhibit A and incorporated by this reference.

3. A true and correct copy of AMENDMENT NUMBER ONE is attached hereto as Exhibit B and incorporated by this reference.

4. A true and correct copy of AMENDMENT NUMBER TWO is attached hereto as Exhibit C and incorporated by this reference.

5. All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE and AMENDMENT NUMBER TWO except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER THREE, remain in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed AMENDMENT NUMBER THREE to Contract Number MA-060-19011528.

*Contractor: Praeses LLC

By: _____ Title: President,Manager

Print Name: Ann Day Date: 01/27/22

*Contractor: Praeses LLC

By: _____ Title: General Manager

Print Name: Frank M. Auer Date: 01/28/22

**If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California
By: _____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-19011528)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-20010904)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-20010904)

Contract # MA-060-19011528
with
Praeses LLC
for
Consultant Services for Inmate Telephone System

This Contract MA-060-19011528 for Consultant Services for Inmate Telephone System (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Praeses LLC, with a place of business at 330 Marshall St., Suite 800, Shreveport, LA 71101, (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Consultant Services for Inmate Telephone System under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Consultant Services for Inmate Telephone System to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Consultant Services for Inmate Telephone System with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

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 adjudication to another county.

B. Entire Contract: This Contract 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 designee.

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. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. Sales tax is added and collectable, but no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. 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 descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

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 "Z" 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, costs and expenses but not including attorney's fees.

I. Assignment: 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 by Contractor without the express written consent of County. Any attempt by Contractor to assign 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 penalties pursuant to Section 1741 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 immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material 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 obligation.

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. 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 County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions:

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

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

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 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence
Professional Liability	$1,000,000 per claims-made $1,000,000 aggregate

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

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

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees and agents* as Additional Insured's, or provide blanket coverage, which will state *As Required By Written Contract.*

2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the 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, employees and agents*, or provide blanket coverage, which will state *As Required By Written Contract.*

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents 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 Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause, also known as a "separation of insured's" clause (standard in the ISO CG 001 policy).

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

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

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

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

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

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. 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. To the extent Contractor believes any internally developed, proprietary software and processes used in providing services under this Contract constitute trade secrets or otherwise

protected confidential information, Contractor shall meet and confer with County to designate such software and processes as confidential ("Confidential Information"). Confidential Information will not be made available to any individual or organization by County without the prior written approval of Contractor, which approval shall not be unreasonably withheld and should be provided within forty-eight (48) hours of notice by County, except as authorized or required by law.

T. 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 "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight: Prior to the County's express acceptance of delivery of products. 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.

V. 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.

W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. 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 had 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 effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, which approval shall not be unreasonably withheld, 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.

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

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

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

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for one calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for four (4) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

5. 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) Terminate the Contract immediately, pursuant to Section K herein;

    b) 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;

    c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

    d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. 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 subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

8. 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.

9. 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 shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business 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. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

11. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service.

12. Contractor Personnel – Uniform/Badges/Identification: 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 under this Contract.

    All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. In anticipation of expiration or termination of this Contract, Contractor shall provide copies of these records to County for storage in Orange County for a period of three (3) years after final payment is received from the County.

14. 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.

15. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for

providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

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

16. County of Orange Child Support Enforcement: Contractor certifies it 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 the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the 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. Contractor's internally developed, proprietary softare and processes used in providing services under this Contract remain the property of Contractor.

18. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

19. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

    1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

    2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

        a. The dangers of drug abuse in the workplace;

        b. The organization's policy of maintaining a drug-free workplace;

        c. Any available 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 8355(a)(3) that every employee who works under this Contract:

a. Will receive a copy of the company's drug-free policy statement; and

b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or

2. The Contractor violates the certification by failing to carry out the requirements as noted above.

20. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code 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.

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 http://www.edd.ca.gov/Employer_Services.htm

21. 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.

22. 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 the 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.

23. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

    Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

    Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

24. 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.

25. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), 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 (4) 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.

    Contractor: Praeses LLC
    330 Marshall St., Suite 800
    Shreveport, LA 71101
    Attn: Ann Day
    Ph: 318-655-4804
    Email: ann.day@praeses.com

County: Sheriff-Coroner Department/Inmate Services Division
1530 S. State College Blvd.
Anaheim, CA 92806
Attn: Buffy O'Neil
Ph: 714-939-4855
Email: boneil@ocsd.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Lorena Quirarte
Ph: 714-834-4690
Email: lquirarte@ocsd.org

26. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

27. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 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 combined with 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 performance of the Contract.

28. Usage: Omitted Intentionally.

29. Usage Reports: Omitted Intentionally.

30. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the 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 take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

31. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

32. Diligent Material: Neither the County nor any of its agents, advisors, or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of Diligent Material provided to the Contractor in response to this Scope of Work. Diligent Material may include,

but is not limited to, certain assumptions, statements, estimates and projections. As subject matter experts, it is the responsibility of the Contractor to determine the accuracy and/or completeness of such Material pursuant to the Scope of Work.

33. 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 recommendation.

34. Security Requirements:

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.

2. Inquire as to past criminal felony convictions.

3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.

4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.

B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.

2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.

3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.

4. Usage of illegal controlled substances as defined by federal law.

C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.

2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.

3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.

4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.

5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.

6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.

2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while preforming work under this contract. Specifically:

   a. Do not give names or addresses to inmates.

   b. Do not receive any names or addresses from inmates.

c. Do not disclose the identity of any inmate to anyone outside the facility.

d. Do not give any materials to inmates.

e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).

3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.

4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.

5. Failure to comply with these requirements is a criminal act and can result in prosecution.

6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.

8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.

9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.

10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.

11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.

12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.

2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.

3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.

4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.

5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure

environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.

6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

Signature Page

The Parties hereto have executed this Contract # MA-060-19011528 for Consultant Services for Inmate Telephone System on the dates shown opposite their respective signatures below

Contractor*: Praeses LLC

By: Frank M. Auer Title: General Manager

Print Name: Frank M. Auer Date: April 9, 2019

Contractor*: Praeses LLC

By: Adam T. Rosen Title: Manager

Print Name: Adam T. Rosen Date: April 9, 2019

**If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: [signature] Title: Supervising PCS

Print Name: Lorena Quirarte Date: 4-23-19

Approved by the Board of Supervisors: 4-23-19

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

By: [signature]
Deputy

ATTACHMENT A

Scope of Work

Consultant Services for the development of a Scope of Work and the coordination and implementation of an Inmate Telephone System and Related Technology

1.0 Scope of Project

Contractor shall provide subject matter expertise and shall assist the County in the oversight of Inmate Telephone Service Provider (ITSP), including ongoing vendor compliance with terms, services and conditions of the current Inmate Telephone Services Contract); best practices in the industry; and auditing and report review. Contractor shall also assist the County through the entire Request for Proposal (RFP) process for Inmate Telephones Services, including but not limited to assistance in writing the scope of work, weighted evaluation criteria, the review process, evaluation process, and up to the final selection process. The RFP Scope of Work shall include new/updated Correctional/Institutional communication and technology such as email systems, video visitation, correctional tablets and any other options available in the Correctional realm.

A. Current ITSP Contract Monitoring, Auditing & Reporting

Contractor shall:

- Meet with the County to define functional requirements and objectives of the current contractual environment, including but not limited to: project updates, equipment/services, reporting, and County-identified areas of focus (i.e., process for verifying attorney telephone numbers).

- Monitor the market to ensure current industry standards and practices, as well as innovations, are communicated to County for consideration.

- Provide the County a single point of contact for all issues associated with the ITSP contract(s) managed by the County, with assistance from the Contractor to work alongside County staff to provide expertise in how issues were/are addressed and make recommendations to the County for consideration to address the various issues going forward. This individual should be available via cell phone, toll-free number, or e-mail. The vendor shall also provide one person as a back up to the single point of contact and ensure this person has met the County staff and is up- to-date on the current issues. The single point of contact (and back-up) will work directly with the County to manage and coordinate day-to-day issues as requested by the County, which may include but not be limited to:

  1. Day-to-Day Management Services

     - End-user requests/issues
     - Repair/service issues
     - Coordination of on-site technicians
     - System upgrades/maintenance
     - Investigative reports
     - Blocked/private numbers
     - Coordination of new installation of equipment/features
     - Maintenance of inventory (phones, rate plans, commission structures, equipment)

- Verification of "free" phone numbers (e.g., attorney, bail bondsmen)
- Telephone removals and relocations
- ITSP issues (validation of rates, fees, etc.)
- Reporting and commissions
- Opportunities for improvement in technology, commissions and service

2. ITSP Compliance and Reconciliation Services

Compliance

- Work with the ITSP and the County to facilitate optimal inmate telephone customer service from the ITSP.
- Work with the ITSP and the County to validate ITSP is in contractual compliance with its service offerings.
- Work with the ITSP to facilitate responses to open requests and ongoing issues/areas of focus.

Reconciliation

- Evaluate the accuracy of calling rates, revenues, and commissions by performing a monthly reconciliation of the call detail records, calling rates, billing fines, and commission and traffic reports to validate the accuracy of the information received from the vendor.
- Utilize proprietary methods to detect errors and identify trends and anomalies.
- Work at the discretion of the County to conduct a historical reconciliation in which Contractor will reconcile all records for the life of the current contract to validate that the County has been paid what it earned from its ITSP contract.
- Deliver customized reports that that promote transparency and equip the County with data to make informed decisions and understand the commission being paid, and other reports as requested by the County to monitor information within the system.
- Send a monthly remittance report, reconciliation report and additional summaries to the County. The County may also request other customized reports.

B. Inmate Telephone and Other Correctional Technologies RFP Process

Contractor shall conduct a written needs assessment and site surveys to understand the County's unique needs and requirements affecting its inmate communications environment. Contractor shall consult with the County to:

- Keep County informed about new technologies, legislation, regulations, rates, and industry trends. Activities include but are not limited to:
  - Monitoring trends of current inmate communications usage and new technologies to ensure up-to-date requirements.
  - Serving as the County's researcher for inmate technology.
  - Advising the County if Contractor finds an anomaly or develops a strategy to improve the inmate telecommunications environment.
  - Maintaining contacts with all major inmate technology vendors and providing County with factual analysis of products and services.

- Consult through any RFP process or contract renewal process, which shall include, at the County's sole option, RFP creation, vendor RFP response summaries, contract negotiations, and vendor/equipment transitions. Activities include but are not limited to:

- Completing a comprehensive requirements gathering process necessary for the preparation/revision of an inmate telephone service.
- Documenting existing inventory and validate current inmate telecommunications trends.
- Attending meetings with County to validate expectations, evaluate needs/wants vs. industry availability.
- Finalizing inmate telephone service RFP for its release.
- Assisting with any site visits and pre-proposal conference as part of the RFP process.
- Preparing and presenting RFP analysis for vendor proposals.
- Assisting in preparing any Best and Final negotiation documentation.
- Assisting in drafting, negotiating and finalizing Contract(s) with the awarded inmate communication(s) vendor(s).

2.0. Milestones & Anticipated Timelines

A. Current ITSP Monitoring, Auditing, & Reporting

Task	Due Date
Review existing contract (renewed May 2019) with current ITSP and develop a task list of items that need to be met by current ITSP to include follow-up, timelines, and execution planning. Work with County to identify content and format of reports.	Within 60 of days of the County renewing.
Provide ongoing day-to-day management, compliance and reconciliation services.	By the 15th of each month, ongoing activities will be completed and/or issues identified during the prior month will have been resolved. Ongoing for duration of contract.
Monthly reporting on prior month's remittance and reconciliation, management and compliance activities, findings, and any corrective actions.	15th of each month for the duration of contract.
Conduct a historical reconciliation of all records for the life of the ITSP contract. Issue report as to conclusions.	Within 90 days of contract signing

B. Inmate Telephone and Other Correctional Technologies RFP Process

Task	Due Date
Meet with the County staff to discuss needs and expectations and review previously proposed vendor RFIs to develop a plan and project schedule to move forward.	Within 30 days of signed contract.
Prepare and provide a draft Scope of Work to County staff at a meeting to discuss the details, changes, and options.	Within 30 days of first meeting with County when expectations and parameters were set.
Review and return the draft and final RFP prepared by the County.	Within 30 days of RFP submission to contractor.

Provide assistance in developing RFP evaluation criteria.	Within 15 days of RFP Final Draft meeting.
Provide ongoing consultation, including answering questions and providing subject matter expertise for the RFP, and further assist with issuance of any amendments.	Discuss deadlines established in the project schedule and status at monthly meetings with County.
Once ITSP is selected, coordinate with the ITSP to complete the transition to the new ITSP and/or new products, including coordinating training for County employees on the products.	Discuss deadlines established in the project schedule and status at monthly meetings with County.
Meet with ISD staff monthly to keep apprised of task progress and provide new information on "Best Practices" and trends in the industry.	Contractor and County to set a monthly date that will work for both parties.

3.0 Implementation Plans

Contractor, in collaboration with the County, shall assist in the development of strategic planning tools and information pertaining to a new technology solution. These planning tools shall assist the County with implementation of recommendations derived from the work described above. The suggested implementation plans shall show a breakdown on estimated costs and staffing implications associated with each recommendation and also give a projected time line and project duration for implementation at each jail facility.

4.0 Materials and Equipment

The purchase of all materials / equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the jail environment and safe for use by the Contractors and the County, as determined by the County.

5.0 Contractor's Office

Contractor shall maintain an office with a telephone in the Contractor's name where Contractor conducts business while offsite. During the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, at least one employee must be available to respond to inquiries and complaints that may be received about the Contractor's performance of the Contract. Outside these hours, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service the next business day for non-emergency calls and within two (2) hours of receipt of emergency calls, as specified by the County.

Contractor shall comply with County's Criminal background investigation for all Contractor and subcontractor employees assigned. All Contractor and subcontractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under the Contract. The County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting or other methods deemed appropriate.

6.0 Work Schedules / Hours of Work

Hours of work shall be flexible and shall coincide with that of the facilities that they are inspecting. Since the jail facilities are staffed 24 hours a day, Contractor may need to visit during all working

shifts in order to evaluate the operations of each jail facility accurately. Contractor shall also be available by phone as specified in item 5.0, Contractor's Office.

7.0 Work Locations

Central Jail Complex 550 N. Flower St. Santa Ana, CA 92703	Theo Lacy Facility 501 The City Drive South Orange, CA 92668
James Musick Facility 13502 Musick Road Irvine, CA 92714	Global Medical Center 1001 N. Tustin Ave. Santa Ana, CA 92705
Joplin Youth Center 19480 Rose Canyon Road Trabuco Canyon, Ca 92678	Juvenile Hall 331 The City Drive Orange, Ca 92868
Youth Guidance Center 3030 N. Hesperian Way Santa Ana, Ca 92706	-Intentionally left blank-

8.0 County's Responsibilities

- The County shall provide Contractor, to the extent possible, with County records to assist Contractor in providing the services set forth herein. Such information will include but not be limited to:
  - Number of inmate communication devices at each County facility;
  - Average daily population and number of beds at each County facility;
  - Copies of current ITSP contracts and amendments;
  - Other information pertinent to Contractor's oversight of the ITSP contract and services.

- The County shall provide Contractor reasonable access to County facilities during normal business hours for the purposes of inspecting, evaluating and monitoring the quality of inmate communications services. The County shall also provide authorization for remote access from vendor.

- The County shall assist Contractor with obtaining data from ITSP vendor(s) if vendor declines to give the requested data to Contractor.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Consultant Services for Inmate Telephone System as set forth in Attachment A, "Scope of Work.

   The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

   a. Fixed Price

   Total Contract Term Fixed Price: $ 275,000.00 (12 monthly payments of $22,916.67)*

   The fixed price shall include the fee and all expenses (including travel) related to the performance of the work and services required to meet the requirements in the Scope of Work, set forth more fully in Attachment A. Contractor will be responsible for all costs relating to performance of the Contract, including but not limited to travel/food/lodging expenses, database input, document preparation, photography, photocopying, printing, shipping, telephone communications, sales tax and parking while on County sites during performance of the Contract.

   * Contract shall not exceed $275,000.00 for the entire term of the Contract. Pricing includes all labor, necessary materials, travel expenses, lodging, and food expenses.

3. Price Increase/Decreases: No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure: Contractor agrees that no price increases shall be passed along to the County du ring the term of this Contract not otherwise specified and provided for within this Contract.

5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. Payment Terms – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor 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 the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or 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 goods or services.

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

    a. Contractor's name and address
    b. Contractor's remittance address, if different from 1 above
    c. Contractor's Taxpayer ID Number
    d. Name of County Agency/Department
    e. Delivery/service address
    f. Master Agreement (MA) or Purchase Order (PO) number
    g. Agency/Department's Account Number
    h. Date of invoice
    i. Product/service description, quantity, and prices
    j. Sales tax, if applicable
    k. Freight/delivery charges, if applicable
    l. Total

    Invoice and support documentation are to be forwarded to:

    Sheriff-Coroner Department/Inmate Services Division
    1530 S. State College Blvd.
    Anaheim, CA 92806
    Attn: Christina Chavez
    Ph: 714-939-4836
    Email: cchavez@ocsd.org

9. Payment (Electronic Funds Transfer (EFT)
    The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

    At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one

year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS
EXHIBIT I

This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support order and for no other purposes and shall be held confidential by those agencies.

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

Name: _____

D.O.B: _____

Social Security 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 Use Only	
Department Name	Sheriff-Coroner
DPA Name	Lorena Quirarte
Email Address	lquirarte@ocsd.org
Phone Number	714-834-4690

AMENDMENT NUMBER ONE
TO
AGREEMENT MA-060-19011528
BETWEEN THE
COUNTY OF ORANGE
AND
PRAESES LLC

This AMENDMENT NUMBER ONE to agreement Number MA-060-19011528 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY"), and Praeses LLC ("CONTRACTOR") with a place of business at 330 Marshall St., Suite 800, Shreveport, LA 71101 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and Praeses LLC executed a Contract for Consultant Services for Inmate Telephone System on April 23, 2019, as Contract Number MA-060-19011528 (hereinafter "ORIGINAL CONTRACT") for a one (1) year term of April 23, 2019 through and including April 22, 2020, renewable for four (4) additional one-year terms upon mutual agreement of both parties; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-20010904 for a one (1) year term of April 23, 2020 through and including April 22, 2021 and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section 2, Term of Contract of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:
This Contract shall commence upon execution of all necessary signatures, and continue in effect from 4/23/19 through and including 4/22/21, unless otherwise terminated by COUNTY. The 4/23/19 through and including 4/22/20 shall be known as Contract Number MA-060-19011528. The period of 4/23/20 through and including 4/22/21 shall be known as Contract Number MA-060-20010904. This Contract may be renewed for three (3) additional one-year terms by mutual written agreement of both Parties. The County does not have to give a reason if it elects not to renew.

3. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-19011528) is attached hereto as Exhibit A and incorporated by this reference.

4. All other provisions of the ORIGINAL CONTRACT, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ONE, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed AMENDMENT NUMBER ONE to Contract Number MA-060-19011528.

*Contractor: Praeses LLC

By: _____ Title: General Manager

Print Name: Frank M. Auer Date: 3/9/20

*Contractor: Praeses LLC

By: _____ Title: Manager

Print Name: Adam T. Rosen Date: 3/9/20

**If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: Supervising PCS

Print Name: Lorena Quirarte Date: 4-23-20

Approved by the Board of Supervisors: 4-14-20

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

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-19011528)

AMENDMENT NUMBER TWO
TO
AGREEMENT MA-060-19011528
BETWEEN THE
COUNTY OF ORANGE
AND
PRAESES LLC

This AMENDMENT NUMBER TWO to agreement Number MA-060-19011528 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY"), and Praeses LLC ("CONTRACTOR") with a place of business at 330 Marshall St., Suite 800, Shreveport, LA 71101 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and Praeses LLC executed a Contract for Consultant Services for Inmate Telephone System on April 23, 2019 as Contract Number MA-060-19011528 (hereinafter "ORIGINAL CONTRACT") for a one (1) year term of April 23, 2019 through and including April 22, 2020, renewable for four (4) additional one-year terms upon mutual agreement of both parties; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on April 23, 2020 as Contract Number MA-060-20010904 for a one (1) year term of April 23, 2020 through and including April 22, 2021(hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of April 23, 2021 through and including April 22, 2022 and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section 2, Term of Contract of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:
This Contract shall commence upon execution of all necessary signatures, and continue in effect from 4/23/19 through and including 4/22/22, unless otherwise terminated by COUNTY. The 4/23/19 through and including 4/22/20 shall be known as Contract Number MA-060-19011528. The period of 4/23/20 through and including 4/22/22 shall be known as Contract Number MA-060-20010904, unless otherwise terminated by County.

b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one-year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

2. A true and correct copy of the ORIGINAL CONTRACT is attached hereto as Exhibit A and incorporated by this reference.

3. A true and correct copy of AMENDMENT NUMBER ONE is attached hereto as Exhibit B and incorporated by this reference.

4. All other provisions of the ORIGINAL CONTRACT, and AMENDMENT NUMBER ONE except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed AMENDMENT NUMBER TWO to Contract Number MA-060-19011528.

*Contractor: Praeses LLC

By: Ann Day | President, Manager

Print Name: Ann Day | 3/16/2021

*Contractor: Praeses LLC

By: Frank M. Auer Title: General Manager

Print Name: FRANK M. AUER Date: 2/26/21

**If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: [signature] Title: Supervising PCS

Print Name: Lorena Quintana Date: 4-14-21

Approved by the Board of Supervisors: 4-13-21

Approved as to Form

Office of the County Counsel
Orange County, California
By: Wendy J. Phillips
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-19011528)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-20010904)

AMENDMENT NUMBER ~~TWO~~THREE
TO
AGREEMENT MA-060-19011528
BETWEEN THE
COUNTY OF ORANGE
AND
PRAESES LLC

This AMENDMENT NUMBER ~~TWO~~THREE to agreement Number MA-060-19011528 (hereinafter "AMENDMENT NUMBER ~~TWO~~THREE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY"), and Praeses LLC ("CONTRACTOR") with a place of business at 330 Marshall St., Suite 800, Shreveport, LA 71101 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and Praeses LLC executed a Contract for Consultant Services for Inmate Telephone System on April 23, 2019 as Contract Number MA-060-19011528 (hereinafter "ORIGINAL CONTRACT") in an amount not to exceed $275,000, for a one (1) year term of April 23, 2019 through and including April 22, 2020, renewable for four (4) additional one-year terms upon mutual agreement of both parties; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on April 23, 2020 as Contract Number MA-060-20010904 for a one (1) year term of April 23, 2020 through and including April 22, 2021(hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY ~~desires to~~and CONTRACTOR renewed the ORIGINAL CONTRACT on April 14, 2021 for a one (1) year term of April 23, 2021 through and including April 22, 2022 (hereinafter "AMENDMENT NUMBER TWO"); and ~~the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;~~

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of April 23, 2022 through and including April 22, 2023 in an amount not to exceed $275,000, and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section 2, Term of Contract of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:
This Contract shall commence upon execution of all necessary signatures, and continue in effect from 4/23/19 through and including 4/22/~~22~~23, unless otherwise terminated by COUNTY. The period of 4/23/19 through and including 4/22/20 shall be known as Contract Number MA-060-19011528. The period of 4/23/20 through and including 4/22/~~22~~ 23 shall be known as Contract Number MA-060-20010904~~, unless otherwise terminated by County~~.

b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal:
~~3.~~ This Contract may be renewed by mutual written agreement of both Parties for ~~two~~ one (~~2~~1) additional one-year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

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2. A true and correct copy of the ORIGINAL CONTRACT is attached hereto as Exhibit A and incorporated by this reference.

3. A true and correct copy of AMENDMENT NUMBER ONE is attached hereto as Exhibit B and incorporated by this reference.

~~3.~~4.A true and correct copy of AMENDMENT NUMBER TWO is attached hereto as Exhibit C and incorporated by this reference.

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~~4.~~5.All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE and AMENDMENT NUMBER ~~ONE~~ TWO except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~TWO~~THREE, remain in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed AMENDMENT NUMBER ~~TWO~~ THREE to Contract Number MA-060-19011528.

*Contractor: Praeses LLC

By:_____ Title:_____

Print Name:_____ Date: _____

*Contractor: Praeses LLC

By:_____ Title:_____

Print Name:_____ Date:_____

**If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By:_____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel
Orange County, California
By:_____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-19011528)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-20010904)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-20010904)

OCProcurement

Sole Source Request Form

Sole Source 060-C021378-W-SS

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: OC Sheriff/ Inmate Services Division		Date: December 10, 2021	
Vendor Name: Praeses LLC		Sole Source BidSync Number: 060-C021378-W-SS	
Is the above named vendor a retired employee of the County of Orange? ☐ Yes ☒ No **If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.**			
Contract Term (Dates): 04/23/2022-04/22/2023	Is Agreement Grant Funded? Funding Source ☐ Yes ☒ No	Percent Funded: 100%	Proprietary? ☐ Yes ☒ No
Contract Amount? $275,000.00		Is this renewable? If yes, how many years? Two (2) additional, one-year terms	
Type of Request: ☐ New ☐ Multi-Year ☒ Renewal ☐ Amendment ☐ Increase			
Renewal Year: Third renewal year of original contract.		Did vendor provide a sole source affidavit? ☐ Yes ☒ No If yes, please attach	
Board Date: 3/22/22	ASR Number: To be assigned	If not scheduled to go to the Board explain why?	
Does Contract include Non-Standard Language? If yes, explain in detail. The original contract (MA-060-19011528) does contain non-standard terms. They are D. Taxes, S. Confidentiality, Z. Indemnification, 3. Renewal, 13. Contractor's Records, 17. Data – Title Two.			
Was Contract Approved by Risk Mgmt.? CEO Risk not required.		Was Contract Approved by County Counsel? With County Counsel pending review	
Were any exceptions taken? If yes, explain in detail. Praeses LLC took exceptions on the original contract to the following provisions: . Taxes, S. Confidentiality, Z. Indemnification, 3. Renewal, 13. Contractor's Records, 17. Data – Title Two.			
☒ DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.			
☐ Solicitation Exemption *(For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)*			

OC Procurement

Sole Source Request Form

Sole Source 060-C021378-W-55

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.)* **Attach additional sheet if necessary.**

   Inmate Services Division (ISD) would like to renew the service contract with Praeses, to provide subject matter expertise and assist the County in the oversight of the Inmate Telephone Service Provider. The Contractor has assisted the County through the entire Request for Proposal (RFP) process for Inmate Telephones Services. The RFP process is being finalized, once a new contract is established, the contractor will assist the county with vendor compliance with terms, services and conditions of the contract; implementation of services, Inmate phones, tablets, video visitation, and full infrastructure, and auditing.

2. **Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(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.**

   Praeses is an expert in the area of Inmate Telephone contracts and will provide a "world view" understanding of national and international specialized expertise while assisting the ISD and provide a gap analysis by way of audits, reviews, and updates of the telephone contract. Praeses will coordinate/assist ISD with the roll out of the new Telephone system, ensuring contract compliance for all equipment, services and technology in the facilities. Praeses will monitor the market to ensure new innovations and ideas are communicated to OCSD/ISD and to keep them apprised of the current trends, industry standards and best practices. Praeses and OCSD/ISD will meet monthly to discuss progress, changes, and/or bring new information as it becomes available. Praseses will bring a hard copy updated information and also provide the information via email. Contractor shall deliver customized reports monthly that promote transparency and equip OCSD/ISD with data at its fingertips to make informed decisions and understand the Commission being paid, and other reports as requested to monitor information within the system. Additionally, Praeses shall send a monthly remittance report, reconciliation report and additional summaries. Other customized reports may also be requested by OCSD/ISD. Praeses shall provide a single point of contact for all issues associated with the contract managed by ISD with assistance from Praeses. On the BOS hearing date of November 20, 2018, then Undersheriff Barnes, now Sheriff Barnes provided contracting with Praeses as one of the resolutions in addressing the recent GTL contract/performance issues and several board members were in agreement with this Sole Source resolution. Original Contract was renewed under contract No. MA-060-20010904 and was approved by the Board of Supervisors on April 14, 2020 under ASR 20-000294.

3. **Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source.** *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.)* **Attach additional sheet if necessary.**

Praeses has provided California Sheriff's with services such as consulting, vendor and supplier compliance, ongoing management of vendors, rate validation, and revenue share reconciliation for over 14 years. After several contracting processes, multiple California Sheriff's, such as San Francisco Contract #41209-13/14 and Ventura Contract #7358 (Sole source attachments) have determined Praeses is the only company in the industry that can provide these expert services. The County of San Francisco recently completed an RFP process for the specific type of consulting service and determined Praeses was the only qualified vendor. There were no other qualified respondents.

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

We are unable to obtain a price comparison with other vendors; however, the County of Milwaukee has a current contract with Praeses for comparable consulting services. Per the contract, Praeses is to receive a flat monthly rate of $8,279 for services provided. Milwaukee County a third the size of OCSD. Based on these rates, OCSD's monthly flat rate would be $22,916.67.

5. **If the recommended vendor was not available, how would the County accomplish this particular task?** Attach additional sheet if necessary.

The Department would have to try to use existing staff to complete the work. Staff are not as well rounded or experienced to develop a tight scope of work. In addition to the development of the scope of work, the Department does not have staff to manage the transition to a new contract with the intensive labor it will take.

6. **Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.**

Through the normal County of Orange vetting process. Praeses LLC has had no name changes or judgements within the last seven (7) years. They do have one (1) litigation item on public record which is of no major significance to the County. and immaterial to their delivery of services as described above.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? ☐ Yes ☒ No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

8. Explain (in detail) why a request for Solicitation Exemption is needed. *(Only applicable for Solicitation Exemption)*
Attach additional sheet if necessary.

Attachment C
060 · C021378 · N. SS

OCProcurement

Sole Source Request Form

Sole Source

SECTION IV – AUTHOR/REQUESTOR

Signature:	Print Name:	Date:
	Buffy M. D'Neil	12/13/2021

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

Signature:	Print Name:	Date:

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature:	Print Name:	Date:
	Frederick Lyle Rossow	1/20/2022

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature:	Print Name:	Date:
	A/S U. BALICKI	12-13-21

SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed $250,000, Capitol Assets and services exceeding $75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:	
Comments:	
CPO: ☐Approved ☐Denied	CFO: ☐Approved ☐Denied
CPO Authorized Signature: **Date:**	**CFO Authorized Signature:** **Date:**

Release Bid Workflow

```
Name:   Victor Vega
Phone:  714-834-4312
Email:  vvega@ocsd.org
Status: Submitter  Jan 25, 2022 10:28:35 AM PST
```



Bid Information

Bid Number:
060-C021378-VV-SS

Bid Title:
Consultant Services For Inmate Telephone System

Status

Status:
Approved

View Workflow History

Close

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Contract Summary Form

Praeses LLC

SUMMARY OF SIGNIFICANT CHANGES

No significant changes.

SUBCONTRACTORS

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

CONTRACT OPERATING EXPENSES

See attached excerpt from the contract, which details an annual not to exceed amount of $275,000, for a total contract not to exceed amount of $1,100,000. This contract may be renewed for one additional one-year period.

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of April 23, 2022 through and including April 22, 2023 in an amount not to exceed $275,000, and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

2. Term of Contract:

   This Contract shall commence upon execution of all necessary signatures, and continue in effect from 4/23/19 through and including 4/22/23, unless otherwise terminated by COUNTY. The period of 4/23/19 through and including 4/22/20 shall be known as Contract Number MA-060-19011528. The period of 4/23/20 through and including 4/22/23 shall be known as Contract Number MA-060- 20010904.

3. Renewal:

   This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

County Executive Office

Memorandum

April 6, 2022

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.04.06 16:31:55 -07'00'

RECEIVED
2022 APR -7 PM 1:24
CLERK OF THE BOARD
SUPERVISORS

S42G

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 12, 2022, Board Hearing.

Agency: Clerk of the Board
Subject: Approve Appointments to Children and Families Commission of Orange County
Districts: All Districts

Reason Item is Supplemental: In accordance with County Ordinance Section 1-2-335 appointments to the Children and Families Commission shall take place during the first meeting of the Board of Supervisors in April.

Justification: This item cannot be moved to another meeting date per County Ordinance Section 1-2-335 - Appointment of At-Large Commission members shall take place at the first meeting of the Board of Supervisors in April. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: _____

Doug Chaffee, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item
Clerk's Use Only S42G

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	4/12/22
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Clerk of the Board
DEPARTMENT HEAD REVIEW:	Robin Stieler *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Robin Stieler (714) 834-2206 Maria Lopez (714) 834-2206

RECEIVED
2022 APR -7 PM 1:24

SUBJECT: Approve Appointments to Children and Families Commission of Orange County

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2022.04.06 16:32:20 -07'00'	No Legal Objection	Discussion
	Action	3 Votes Board Majority
CEO Signature	*County Counsel Signature*	

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: N/A **# of Positions:** N/A **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

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

Prior Board Action: 6/22/2021 #S71A, 4/14/2020 #S18A, 4/23/2019 #S49E, 3/27/2018 #S14D

RECOMMENDED ACTION(S)

Select one individual from each of the following three category nominations and make appointments to the Children and Families Commission of Orange County, also known as First 5 Orange County, with terms of April 1, 2022, through March 31, 2024:

Health Category (annual alternating category) - Nominations by Chairman Chaffee:
Ramin Baschshi, MD
Marta M. Shinn, PhD

Education Category - Nominations by Vice Chairman Wagner:
Susan McClintic
Frank Donovan

Health Category - Nominations by Supervisor Bartlett:
Dr. Coleen Cunningham
Yvette Lavery

SUMMARY:

Selection and appointment of the three candidates to the Children and Families Commission will fill the At-Large positions needed for their two-year terms of April 1, 2022, through March 31, 2024.

BACKGROUND INFORMATION:

Under the County Ordinance establishing the Children and Families Commission of Orange County (Commission), the Commission is composed of nine positions appointed by the Orange County Board of Supervisors (Board). Except for the three positions designated for a member of the Board, the County Executive Officer and the Director of the Health Care Agency, Commissioners serve staggered two-year terms.

In February 2022, a recruitment was initiated for prospective candidates to fill the three At-Large positions whose terms ended on March 31, 2022. The Commission posted the openings through social media beginning February 1, 2022. Notification was sent to the Board offices, health care organizations, education institutions, professional associations and other prospective candidates to inform them of the recruitment effort. A total of ten applications were received by the established deadlines.

In accordance with the terms of the Commission Ordinance, nominations for the upcoming vacancies to the Commission are to be made as follows: one appointment, alternating annually between the Health and Education categories, is to be nominated by the Supervisor currently serving on the Commission; and one appointment to both the Health and Education categories are to be nominated by the two Supervisors designated by the Chair of the Board in the annual appointments. For each of the three appointments, the designated Supervisor is to nominate two to three candidates.

Health Category (annual alternating category) - Nominations by Chairman Chaffee:
Ramin Baschshi, MD
Marta M. Shinn, PhD

Education Category - Nominations by Vice Chairman Wagner:
Susan McClintic
Frank Donovan

Health Category - Nominations by Supervisor Bartlett:
Dr. Coleen Cunningham
Yvette Lavery

These candidates meet the necessary qualifications required for appointment to the Commission.

The Board also approved At-Large Children and Families Commission appointments on June 22, 2021, April 14, 2020, April 23, 2019 and March 27, 2018.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Application Packet (for each nominee)
Attachment B - Nomination Memos

Ramin Baschshi, MD

FIRST 5 ORANGE COUNTY, CHILDREN & FAMILIES COMMISSION

MEMBERSHIP APPLICATION - 2022

Name: Ramin Baschshi Hussain _____

Home Address: _____ **City: Lake Forest Zip:** _____

Agency: _____ **Title:** _____

Business _____ **City: Santa Ana Zip:** _____

Phone: _____ **Email** _____

CATEGORIES FOR APPOINTMENT

Please indicate all of the categories with which you are currently affiliated as cited in County Ordinance Sec. 1-2-334

☐ **Category 1 - Education and Early Intervention**

a) Representative of a local child care resource or referral agency, or a local child care coordinating group, or a local organization for prevention or early intervention for families at risk or a recipient of early education project services included in the First 5 Orange County strategic plan; or

b) Representative of a local school district, or an educator specializing in early childhood development.

X **Category 2 – Healthy Children and Early Intervention**

a) Representative of a community-based organization that has a goal of promoting nurturing and early childhood development or a local organization for prevention or early intervention for families at risk, or a recipient of project services included in the Commission strategic plan related to healthy children; or

b) A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

As the current Chair of the First 5 Orange County Children and Families Commission, a medical doctor and current President and CEO of a children's charity in Orange County, I believe that I am uniquely qualified to serve on the commission for the 2022-2024 term. My current role as President and CEO of UCP of Orange County, a leading nonprofit provider of early intervention services for children with developmental disabilities and/or delays, allows me to better understand the crucial need for early intervention for all children, no matter their circumstance. This past year as Chair of the First 5 Commission, and the prior three years before serving as a Commissioner, have granted me an in-depth understanding of the Commission and the strategic direction we need to take to better serve the community. Last fiscal year, in addition to providing Covid-19 relief funds to 823 childcare facilities, the Commission facilitated the distribution of $215,668 in emergency relief stipends to 317 Family Child Care Providers and 150 early childhood education centers. All while simultaneously developing a 5-year strategic plan designed to increase the number and effectiveness of well child visits, screenings, and services for children, increase resilience amongst children and families, and increase availability and access to quality infant and toddler care for families

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

I am proud to have served on the First 5 Orange County Children and Families Commission for the last 4 years as it has worked to improve the lives of young children in Orange County and strengthen our community's resources for families. I whole-heartedly believe in the Commission's vision for all children to reach their full potential and maintain that my executive leadership in pediatric health care and social services, my non-profit experience, and my strategic and operational leadership skills will bring value to the commission as we move forward with the initiatives developed in the 2021-2025 five-year strategic plan. I look forward to an opportunity to continue to work alongside the other commissioners as we pool our expertise to help the children in our community thrive.

Please describe a specific issue related to young children and families that you would like to champion in Orange County.

A lack of quality early intervention and inclusion services are amongst some of the biggest hurdles facing children and families in our community. By increasing equity and prioritizing the most vulnerable families, the commission can ensure that these children have a stronger foundation and have a better chance to reach their full potential. By creating an easy transition through services and increasing the availability and access of them, we can create an infrastructure designed to support the children and families of our community more effectively.

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

As a CEO and non-profit leader, I am acutely aware of the importance of personal and professional support from representatives of an organization. I have and will continue to utilize all platforms at my disposal to promote and bring awareness to the Commission and the impact it continues to make in our community. My network includes non-profit collaborative partners to help disseminate information and garner support, connections to local businesses, and my own professional network of individuals within the community.

CONFLICT OF INTEREST

Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

☐ No
X Yes, Please explain

UCP-OC was the recipient of Emergency Covid-19 relief funds in 2020. These funds were donated in partnership with the OC Community Resilience Fund. I was not part of the donation request process, nor did I participate in any proceedings related to the disbursement of those funds. Should the organization wish to apply for future funding as appropriate, I would again recuse myself from any proceedings related to such requests.

RESUME - ATTACHED

Attach a current resume including educational and employment history and mail or email with membership application to: First 5 Orange County Children and Families Commission, 1505 East 17th Street, Suite 230, Santa Ana, CA 92705; email: First5OC@cfcoc.ocgov.com - Attention: Tiffany Alva by 3:00 p.m. on March 4, 2022.

Signature _____ Date 2/22/2022

RAMIN BASCHSHI, MD

PROFESSIONAL EXPERIENCE:

1/18 -- Present UCP of Orange County **Santa Ana, CA**
President & CEO

- Possesses entrepreneurial spirit, imagination, vision, leadership, and integrity
- Directs stewardship of Boards of Directors
- Experience leading a complex organization through significant growth and/or change
- Ability to work effectively with diverse constituencies, including key community leaders and organizations
- Demonstrates ability to plan and operate strategically, to build public support, to strengthen infrastructure, to inspire staff and the Board of Directors, and to develop effective programs including Early Intervention, Therapy, Respite and Childcare
- Excellent knowledge of fiscal management, budgeting, and cash flow management
- Team builder with a track record of effective staff management, including hiring, rewarding, and retaining talented managers and administrative staff members.
- Responsible for the development and implementation of Strategic and Operational plans
- Excellent representative of the organization to donors, families, community partners and the public.
- Provides cross-functional management of two Vice Presidents, three Department Directors, five Department managers and general oversight for over 400 employees creating an empowering and collaborative work environment.
- Oversee an annual operating budget of over $9M
- Fostered change in company culture to be more open, transparent and accountable.

6/10 – 12/17 Make-A-Wish Foundation® Greater Los Angeles **Los Angeles, CA**
Chief Operating Officer

- Create, execute and oversee strategic and operational plans.
- Prepare and submit an annual operational budget, manage effectively within this budget, and report accurately on progress made and challenges encountered.
- Ensure the continued financial viability of the operational units through fiscal management.
- Manage and cultivate existing relationships with funders to secure and expand recurring revenue streams (30 – 40% face to face meeting).
- Actively fund-raise on behalf of Make-A-Wish to gain new donors and or adoption of wishes (successfully secured medical honorees for Gala, three consecutive years).
- Provide programmatic leadership and input for all strategic plan implementation processes with the President & CEO and staff. Coach program directors as they implement the strategic plan and transition program operations.
- Participate and work closely with the Board of Directors and its committees
- Develop robust medical engagement to further the mission (increased wish pipeline from 60 – 131%).
- Provide effective and inspiring leadership by being actively involved in all programs and services, developing a broad and deep knowledge of all programs.

- Identify opportunities to leverage cross-program strengths to take advantage of new opportunities and/or to address organizational challenges.
- Serve as liaison to Make-A-Wish® Greater Los Angeles partners; and work with the Board of Directors to keep them abreast of programmatic strategies and challenges.
- Publicly represent Make-A-Wish® Greater Los Angeles with the media and external constituency groups including medical community, governmental, and private organizations and build excitement for the mission.
- Lead, develop, and retain team with an emphasis on developing capacity in strategic analysis and planning and program budgeting.

10/15 – 4/16
Chief Operating Officer and Interim President/CEO

- Maintain COO responsibilities in conjunction with President/CEO responsibilities
- Possesses entrepreneurial spirit, imagination, vision, leadership, and integrity
- Directs stewardship of Boards of Directors
- Experience leading a complex organization through significant growth and/or change
- Proven track record of management success with comparable P&L, planning, and operations responsibilities
- Understand the importance the organization and its volunteers have in their local communities
- Ability to work effectively with diverse constituencies, including key community leaders and organizations
- Demonstrate ability to plan and operate strategically, to build public support, to strengthen infrastructure, to inspire staff and the Board of Directors, and to develop effective programs
- Excellent knowledge of fiscal management, budgeting, and cash flow management
- Team builder with a track record of effective staff management, including hiring, rewarding, and retaining talented managers and administrative staff members

08/08 – 5/10 Catholic Healthcare West - St. Mary Medical Center Long Beach, CA
VP, Physician & Strategic Operations (Interim)/Dir. of Physician Operation/Services

- Created, executed and oversaw Service Line development, worked closely with Senior Leadership in planning and development of programs. Provided design and support for Physician operation management.
- Developed and implemented strategic goals and initiatives, resulting in an excellent, quality driven programs and fund development in excess of $3+MM.
- Facilitated the integration of principles and values of continuous quality improvement throughout the Medical Center to include all Service Lines. Ensures QI efforts fulfill regulatory standards including JCAHO, State Dept of Health, Health and Human Services and Medical Professional Organizations.
- Responsible for the Recruitment of Physicians, management, organization, and services related to a new recruit.
- Created and executed strategies to continually improve source network quality, efficiency and operations; prepare weekly and monthly priorities, plans and activity report; lead the multi-year strategic planning process; translate critical and complex strategies into an effective plan and support the organization in the execution of the plan and key initiatives; identify, analyze and interpret emerging healthcare trends, competitive position and available opportunities so specific actions are planned for with an emphasis on prioritization and resource allocation; play a leadership role in working closely with other key stakeholders to shape and guide the evolution and development of the organization's strategic analytical decision support capabilities, including benchmarking,

scenario planning, performance monitoring and reporting. Conducted research on strategic business issues affecting the company and lead regular, strategic discussions with the CEO, COO, CNE, CFO and Chief Of Staff.

- Collected and compiled internal and external strategic benchmarking information on an ongoing basis. Informed the organization about the strategic position, sources of competitive advantage and industry shifts in order to facilitate disciplined and well-informed strategic decision-making and monitoring of the return on our investments.
- Built recruitment channels and capabilities to hire high-potential talent in the strategic planning organization. Created a performance-based culture and results-oriented environment, physician and service line focus, along with performance management tools, to develop and maintain high-performing individuals and teams focused on meeting organizational and business needs

Director of Physician Relations

- Directed and oversaw programs designed to foster positive relations between physicians and the hospital/healthcare facility. Promoted the organization among members of the medical community in order to establish partnerships and affiliations. Assisted the Administrative Team and the Board of Trustees in developing and maintaining physician relations and services between the medical staff and the hospital to promote quality health care delivery and in response to community need.
- Responsible for serving as the physician's conduit for issue resolution and the coordination of customer service with hospital leadership. Established strategic direction - Ability to understand and commit to an organization's long-range goal or vision after analyzing factual information and assumptions. Supported the development and implementation of strategic and medical staff development plans. Operational decision making - Demonstrated personal management skills. Acted as the liaison and resource to senior management of physician networks and primary contact to address issues of high complexity.

07/06 – 08/08 Mission Hospital Regional Medical Center **Mission Viejo, CA**
Operations Analyst

- Program development - Assisted in development of patient satisfaction process improvement plan, charter (plan, do, check, act), communication, and education. Policy development - Contributed to development and analysis of policies and procedures pertaining to patient satisfaction and complaint process. Prepared quarterly report for Patient Satisfaction Recognition Program to determine best performers and award recipients.
- Prepared and reviewed complex contracts for Medical Director, Professional Services, Independent Contractor, and Administrative Services. Contract reviews with Department Heads, St. Josephs Health System Legal Department, and Accounting Department. Review timesheets for appropriateness and accuracy of hours charged and process payments for physician reimbursement. Responsible for all proper documentation and signatures of confidential agreements.
- Prepared communication material for Board of Trustees, Governance/Leadership Team, Quality Leadership Council, JCAHO. Worked directly with the Chief Operating Officer on all Physician contracts.
- Conducted Patient Satisfaction data analysis of patient satisfaction spreadsheets, trending reports, and variance analysis reports. Interact with patient care departments in healthcare organization; maintain a direct channel of communication between patient and administration, management, and staff.

- Verified and interpreted issues by conducting service line reports. Attended service line and Customer Service Steering Committee Meetings to present analyzed data. Assisted Department Directors in facilitating systems of improvements to better meet patients' needs.

03/03 – 12/07 Xavier University School of Medicine - Clinical Clerkship

- As a student doctor, performed daily activities under physician supervision for each clerkship requirements: Family Practice, Internal Medicine, Psychiatry, Pediatrics, OB-Gyn, Surgery, and elective {included Neurology (adult and pediatric), Sports Medicine, Acupuncture, Pulmonary, Plastic Surgery, & Cardiac Surgery}.
- As a student doctor, presented patients to Attendings, daily case studies, assessed prognosis, diagnosis, treatment plans, and screened patients vitals, performed monitored examinations, ability to perform in any OR setting, assist with any research protocols.

Doctorate in Medicine (MD). Xavier University School of Medicine – March 2008, *Magna Cum Laude*
Bachelors of Science in Medical Sciences. University of Sint Eustatius School of Medicine – December 2002.
Bachelors of Science in Biology. California State University, Fullerton – June 1999.

SOFTWARE
Raiser's Edge/Financial Edge, Microsoft Word, Excel, Power Point, Outlook

PROFESSIONAL MEMBERSHIP/AWARDS
* Chair of First Five Orange County, Children and Families Commission
* Board Member, UCI Customer Experience Advisory Board
* Member, Women's CEO Leadership Group
* Graduate Magna Cum Laude – Xavier University Medical School
* Member of the Alumni Association for California State University, Fullerton

Marta M. Shinn, PhD

FIRST 5 ORANGE COUNTY, CHILDREN & FAMILIES COMMISSION

MEMBERSHIP APPLICATION - 2022

Name Marta M. Shinn, PhD

Home Address: _____ **City** Costa Mesa **Zip** _____

Agency _____ **Title** _____

Business Address _____ **City** _____ **Zip** _____

Phone _____ **Email** _____

CATEGORIES FOR APPOINTMENT

Please indicate all of the categories with which you are currently affiliated as cited in County Ordinance Sec. 1-2-334

☐ **Category 1 - Education and Early Intervention**

a) Representative of a local child care resource or referral agency, or a local child care coordinating group, or a local organization for prevention or early intervention for families at risk or a recipient of early education project services included in the First 5 Orange County strategic plan; or

b) Representative of a local school district, or an educator specializing in early childhood development.

☒ **Category 2 – Healthy Children and Early Intervention**

a) Representative of a community-based organization that has a goal of promoting nurturing and early childhood development or a local organization for prevention or early intervention for families at risk, or a recipient of project services included in the Commission strategic plan related to healthy children; or

b) A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

I have over 20 years experience as a child psychologist with licensure in clincical child psychology educational psychology, and school psychology. As a clinician, I am both a provider and trainer of Parent-Child Interaction Therapy (PCIT) and PC-CARE. I am also co-developer of a pediatric feeding and eating dyadic coaching program - Family Mealtime Coaching. I serve as volunteer clinical faculty in the department of pediatrics at UCI and have formerly taught at Cal State Fullerton in the department of child and adolescent studies.

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

I care deeply about early intervention and have dedicated my career to helping children and families through my clinical work, research, and teaching. Additionally, as a Black Latina woman I am committed to ensuring that BIPOC, immigrant, ethnically and linguistically diverse communities receive equitable healthcare and education. I believe that serving on the First 5 OC Children & Families Commission board offers an opportunity for me to be part of this work.

Please describe a specific issue related to young children and families that you would like to champion in Orange County.

I have a couple of issues I would like to Champion. The first is infant mental health and young children's mental health. Social, emotional, and behavioral development are important aspects of birth to 5 development that often either go unattended and/or are considered only once physical development has been ruled out as the primary problem. As a child psychologist and educator, I think that emotional literacy is a foundational skill similar to reading that once learned can be used to enrich every area of our life. Secondly, I would like to champion equity for BIPOC communities.

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

While I have collaborated with many community parters in OC over the years, I am not a well-connected or influential person that could engage specific networks or strategies for policy advancement. I would primarily support the work of First 5 OC through my professional skill as a clinical child psychologist and educational psychologist as well as serving as a voice for the unique needs of individuals of BIPOC and immigrant backgrounds.

CONFLICT OF INTEREST

Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

☐ No
☒ Yes Please explain

Through my work at the Child Guidance Center, I have previously received funding for the Family Mealtime Coaching program. While currently this program is not funded by First 5 OC, if a funding opportunity became available, CGC may want to apply. As one of the developers, I may be saught for expertise as a consultant. Additionally, I am one the few UC Davis certified PCIT and PC-CARE bilingual Spanish speaking trainers. Currently, First 5 OC does fund PCIT training for CGC. If a funding opportunity for PC-CARE, a program for 1-10 year-olds, were available I also see CGC having interest in seeking funding and considering me as a consultant as well.

RESUME

Attach a current resume including educational and employment history and mail or email with membership application to: First 5 Orange County Children and Families Commission, 1505 East 17th Street, Suite 230, Santa Ana, CA 92705; email: First5OC@cfcoc.ocgov.com - Attention: Tiffany Alva by 3:00 p.m. on March 4, 2022.

Signature _____ Date 3/3/2022

POSITION DESCRIPTION

There are nine members on the First 5 Orange County Children and Families Commission board, all of whom are appointed by the Orange County Board of Supervisors and serve as “at-will” appointments.

One of the positions is always filled by a member of the Board of Supervisors, annually appointed in January by the Chair and approved by the full Board of Supervisors. Two additional positions are filled automatically, designated by the Board of Supervisors by position, and include the Director of the Orange County Health Care Agency (or designee) and County Executive Officer (or designee).

The remaining six positions are at-large members, who serve staggered two-year terms that begin April 1 and expire March 31 of the second year. Each year, three of these positions must be filled through a recruitment and reappointment process. Qualified candidates are nominated by designated members of the Orange County Board of Supervisors.

WHAT ARE THE REQUIREMENTS TO BE A COMMISSIONER?

Candidates for the at-large positions must have relevant expertise or experience in one of the following two categories: education and early intervention, or healthy children and early intervention. Specific requirements for each category are included on the membership application. Candidates must either live within Orange County or be an officer, director, or employee of an organization or agency doing business within Orange County.

Examples of candidates that fall within the Education and Early Intervention Category include representatives from school districts, local foundations and a recipient of early education services.

Examples of candidates that fall within the Healthy Children and Early Intervention Category include representatives from community-based organizations, health and medical organizations, medical doctors, and dentists.

RECRUITMENT AND SELECTION PROCESS/SCHEDULE FOR 2022

The recruitment is open to new applicants and current members to fill three seats for the 2022-2024 term. Two in the category of Health and Early Intervention and one in the category of Education and Early Intervention. Applications will be accepted by 3:00 p.m. on March 4, 2022. Applications will be screened to ensure candidates meet the minimum qualifications. Applications from qualified candidates will be submitted to the Clerk of the Board of Supervisors. The designated members of the Board of Supervisors will nominate at least two, but no more than three candidates for the Commission. The appointments or reappointments will made by the full Board of Supervisors at a public meeting on or before the first Board of Supervisors meeting in April.

APPLICATION

To be considered for an appointment, please mail or email a completed application and resume to:

First 5 Orange County Children and Families Commission
1505 East 17th Street, Suite 230 -- Santa Ana, CA 92705
Attention: Tiffany Alva
email: First5OC@cfcoc.ocgov.com
For application and recruitment information call (714) 567-0183

COMMISSION MEETINGS, DUTIES AND COMPENSATION

The Commission members meet the first Wednesday of the following months: February, April, June, August, October and December and brief special meetings in January, March, May, July, September, and November due to the pandemic. The Commission administers the program funds that are consistent with the mission, goals, and objectives of the Strategic Plan. An annual half-day planning meeting may be scheduled in February. Commission members may also serve on ad-hoc committees to review programs and services, participate in program site visits, or represent First 5 Orange County at community events. Compensation is required by law and is limited to a per diem and reimbursement of out of pocket expense up to $100.00 per meeting.

CONFLICT OF INTEREST

Statements of Economic Interests (SEIs or Form 700s) are required for all Commission members. They are an important means for the official that files them, the media, and the public to help gauge where potential conflicts of interest may exist. These state mandated forms include information about the sources of an official's income, investments, business positions, real property holdings and gifts. Merely reporting an economic interest is not a conflict in itself; a conflict arises when an official governmental decision, made by the official, impacts their economic interests.

GIFT BAN ORDINANCE

The County of Orange Gift Ban Ordinance applies to First 5 Orange County:

- No person who is doing business with the First 5 Orange County shall make any gift to any First 5 Orange County officer.
- No First 5 Orange County Officer shall solicit or accept any gift from any person whom they know, or has reason to know, is doing business with First 5 Orange County.
- "Doing business with First 5 Orange County" is defined as:
    - Seeking the award of a contract or grant from First 5 Orange County.
    - Having sought the award of a contract or grant from First 5 Orange County in the past 12 months.
    - Being engaged as a lobbyist from the time of such engagement until 12 months after the award of the contract or grant which was the subject of the engagement.
    - Having an existing contractual relationship with First 5 Orange County, until 12 months after the contractual obligations of all parties have been completed.

Marta M. Shinn Ph.D. NCSP, LEP

Clinical Child & Educational Psychologist

EDUCATION:

Ph.D. Psychology, Walden University School of Psychology, 2007
Concentrations: Clinical and Educational Psychology
Dissertation: *Content Analysis of Bibliotherapeutic Books on Childhood Depression.*
Chairperson: Dr. Thomas Trocchio
Recognition: A Johns Hopkins University Press Dissertation of Note.

Reference:
Forcdyce, R. (2009). Dissertations of Note, *Children's Literature, 37,* 300-318.

M.S. Ed. School Psychology, City University of New York Queens College, 2003.
Concentrations: School Psychology, Bilingual School Psychology
Research: *The Functional Behavior Assessment Components School Psychologists Find Most Useful in Understanding Behavior.*
Advisor: Dr. David Goh

B.A. Psychology, State University of New York at Stony Brook, NY, 1999.
Major: Psychology
Minor: Hispanic Languages and Literature

LICENSES & CERTIFICATIONS:

Licensed Clinical Psychologist, CA Board of Psychology, 2009, # PSY 23107

Licensed Educational Psychologist, CA Board of Behavioral Sciences, 2007, # LEP 2973

Nationally Certified Bilingual School Psychologist (NCSP), National Association of School Psychologist, 2004, NCSP # 33466

LANGUAGE SKILLS: Fluent reading, writing, and speaking skills in Spanish and English.

RESEARCH EXPERIENCE & SKILLS:

- Principal Investigator: Family Mealtime Coaching, Orange County United Way
- Phase II Protocol: Parent Child Feeding Interaction Therapy (PC-Fit), Orange County Alliance for Community Health Research, UCI collaborating university, 2013.
- Lead Research Scientist: Child Guidance Center, Inc., 2011- Present
- Principal Investigator: Coaching to Decrease Childhood Obesity, Research Grant Recipient: Harvard Institute of Coaching, 2011- 2014
- Collaborating Investigator: DSM 5 Field Trials, 2011- 2012
- Lead Researcher: Masters Research and PhD Dissertation topics listed above.
- Research Assistant, State University of New York at Stony Brook, NY, 1998, *Affective and Social Influences on Cognition.*
- Research Assistant, State University of New York at Stony Brook, NY, 1996, *Stony Brook Reading and Language Project.*

- Developed survey instrument for nationally stratified survey and content analysis instruments, grant writing skills, history of funding, and use of statistical packages.

AWARDED GRANTS:

2020	RESET Teacher Child Interaction Training – Group Coaching (TCIT-GC)
2020	First 5 Orange County, Family Mealtime Coaching
2020-‘22	Behavioral Health Training Collaborative – OC HCA
2017-’20	OC HCA PCIT Basic & Advanced Training
2019-‘20	Pathways PCIT Training
2018	OCAPICA PCIT Training
2017	Gimble Foundation
2016	Orange County Department of Education, Obesity Prevention
2015	Women’s Philanthropy Fund
2015	OC United Way, FACE 2024
2013	Orange County Alliance for Community Health Research
2011	Harvard Institute of Coaching

PROFESSIONAL PSYCHOLOGY EXPERIENCE:

California Board of Psychology, Psychology Subject Matter Expert, 2010- Present

- Develop licensing exam items for the California Psychology Supplemental Examination & Law and Ethics exam (CPSE, CPLEE).
- Collaborate with other subject matter experts in ensuring exam questions reflect clinical and research practice.

University California, Davis, Consultant Trainer & Implementation Specialist, 2012- Present

- Support agency program launch and development
- Train providers to become certified coaches in evidence based practices (e.g. PCIT, PC-CARE, TCIT).
- Teach and certified trainers using a “trainer of trainers” (ToT) model.
- Supervise cohorts of trainees going through the certification process.
- Conduct lunch time workshops, special topic trainings, and consultations in person and remotely using a tele-medicine system.

Child Guidance Center Inc., Senior Consultant. Previous roles: Director of Training, Licensed Clinical Child Psychologist, Lead Research Scientist, PCIT Trainer, 2007-2022

- Oversee training across all agency clinics. Ensure clinicians, coaches, peer navigators, and other parent educators receive training in evidence based practices.
- Train and supervise Parent-Child Interaction Therapy (PCIT) therapists and trainers using TOT model. UC Davis Partner Trainer – First 5 LA PCIT Training Project.
- Implement Evidenced-Based Treatments: PCIT and Trauma Focused Cognitive Behavioral Therapy (TF-CBT).
- Lead Family Mealtime Coaching research protocol development, research design, research investigation, and analysis.
- Grant write and collaborate on Requests for Proposals (RFP).
- Train and Supervise Graduate clinical and research interns.
- Complete diagnostic and psychological evaluations.
- Prepare psychological reports; present clinical and diagnostic findings and recommendations for treatment and disposition.
- Participate in staff conferences and case consultation regarding individual patient treatment coordination and planning.

- Provide bilingual Spanish psychotherapy to children, adolescents and families in individual, family and group modalities.

Private Practitioner, Variations Psychology PC. Clinical Child Psychologist, 2010- Present
- Child and Adolescent Psychological and Educational Evaluations.
- Psychological Consultation Services: Families, Schools, Colleges.
- Launched group practice in 2017. Oversee psychological services at the practice.

Association of State and Provincial Psychology Boards, Subject Matter Expert, 2017- 2018
- Item writer the Examination for Professional Practice in Psychology – Part 2

American Psychiatric Association Diagnostic and Statistical Manual Fifth Edition (DSM 5), Field Trial Clinician, Collaborating Investigator, 2011-2012
- Clinician Investigator responsibilities included Human Subjects Certification, online data collection training, patient recruitment, and patient diagnosis using newly proposed DSM-5 criteria, data collection at patient visits, and submission.

Encinitas Union School District, Per-Diem Psychologist, 2007- 2008
- Completed Functional Behavioral Analysis for children with developmental and behavioral disabilities, designed and monitored implementation of Behavioral Intervention Plans.
- Participated in Child Study Team, provided pre-referral interventions and determined need for psychological and/or educational assessment.
- Prepared psychological evaluation reports.
- Presented assessment findings and provided recommendations at IEP meetings.
- Engaged in parent, teacher and student psychological consultation.

Broward County School Board, Bilingual School Psychologist, 2004-2005.
- Conducted bilingual and monolingual psychological evaluations, diagnosis, classification, and placement. Lead 504 & IEP meetings.
- Engaged in parent, child, and teacher consultation.
- Responded to crisis and provided crisis assessment and counseling.
- Supervised and mentored interns and practicum graduate students.

Yonkers Public Schools, Bilingual School Psychologist, 2003-2004.
- Provided individual and group therapy to emotionally handicapped children.
- Conducted psychological evaluations, diagnosis, classification, placement, consultation, and 504 & IEP meetings.
- Evaluated preschoolers for early intervention and transitioning to elementary school.

NYC Department of Education, Psychologist-In-Training, 2002-2003.
- Conducted psychological evaluations, psychological consultation, IEP meetings, crisis intervention and counseling in various facilities throughout NYC under the supervision of licensed and certified psychologists.

TEACHING & TRAINING EXPERIENCE:

University of California, Irvine, Assistant Clinical Professor, Pediatric Exercise and Genomics Research Center, Department of Pediatrics, School of Medicine, 2016 - Present.

Columbia University, School of Social Work, Lecturer in Social Work Field Instruction, 2016-present.

California State University, Fullerton, Adjunct Professor, College of Health and Human Development, Department of Child and Adolescent Studies (CAS), 2014 - 2018.

- Taught undergraduate courses in child and adolescent development:
    1. CAS 310: Assessment & Observation of Development
    2. CAS 490T: Developmental & Behavioral Disorders – DSM Diagnoses

Liberty University, Adjunct Professor Graduate Counseling Department, 2009-2013.

- Teach graduate level courses: human growth and development, theories of counseling/therapy, crisis intervention/brief therapy, counseling children and families.
- Facilitate learning using online course management system- Blackboard.
- Maintain office hours and provide students feedback and mentorship to encourage and support completion of their graduate degree.

Child Guidance Center Inc., Supervise Graduate Interns, 2010- 2021

- Screen, train, mentor, and supervise the clinical, research and psychometric work of graduate interns.
- Teach group therapy skills by leading groups and instructing interns via co-facilitation. Observe live intern-patient clinical interactions via a one-way mirror.

Argosy University, Orange County, CA: Visiting Speaker

- Spring 2011. Course Title: Interventions II Topic: Attachment
- Fall 2011. Course Title: Interventions II Topic: Attachment
- Spring 2012. Lifelong Learning Series Topic: Psychological Assessment of Culturally and Linguistically Diverse Persons.

Broward County School Board: Supervisor of School Psychology Interns, ’04-’05

- Demonstrated and taught psychological evaluation techniques, diagnosis, consultation, design and implementation of interventions, and crisis counseling.

NYC Department of Education, Language Teacher, 1999-2002.

- Taught language to special needs and gifted students.
- Taught 7th, 8th, and 9th grade math, science, and social studies.
- Team taught a music and language curriculum to special needs children.

TEACHING INTERESTS:

Undergraduate and graduate psychology courses in child/adolescent and developmental psychology, counseling and clinical psychology, psychological assessment, bilingual assessment, school psychology, and educational psychology.

PUBLICATIONS:

Shinn, M. M. (2019). Nonsuicidal Self-Injury: A condition for further study. *National Association of School Psychologists – Communiqué, 47*(7), 12-13.

Shinn, M. M. (2019, January 16). 5 tips for acing your first IEP meeting. Retrieved from http://blog.time2track.com/5-tips-for-acing-your-first-iep-meeting/

Shinn, M. M., Timmer, S., & Sandoz, T. K. (2017). Coaching to improve mealtime parenting in treating pediatric obesity. *Clinical Practice in Pediatric Psychology, 5*(3), 232-247.

Shinn, M. M. (2015). Clinical research update: family mealtime coaching. *Working Strategies, 18*(3), 9-10.

Shinn, M. M. (2013). Parent-child interaction therapy (PCIT) with a deaf and hard of hearing family. *Journal of Clinical Case Studies, 12(6),* 411-427. DOI: 10.1177/1534650113500065

Shinn, M. M. (2013). Solving the childhood obesity epidemic one family meal at a time. *Working Strategies, 16*(1)*,* 10-11.

Shinn, M. M. (2007). *Content Analysis of bibliotherapeutic books on childhood depression (*Unpublished doctoral dissertation). Walden University, Minneapolis, MN.

Florentino, M. M. Reip, A., & Shepard T. (2003). *The functional behavior assessment components school psychologists find most useful in understanding behavior* (Unpublished master's research). City University of New York at Queens College, Queens, NY.

PROFESSIONAL PRESENTATIONS:

Shinn, M. M. (2019, August). *Healing trauma through parent-child interactions.* Orange County Psychological Association (OCPA) Annual Conference.

Barnett, M., Sanchez, E.L., Davis, E., Davidson, B., & Shinn, M. M. (2019, August). *PCIT en Español: Issues and recommendations for training, supervision, coding, coaching, and more.* 2019 PCIT International Biennial Conference, Chicago Illinois.

Timmer, S.G., Barnett, M., Blacker, D., Shinn, M. M. & Masse, J. (2019, August). *Train to sustain: Strategies for supporting fidelity in community mental health agencies.* 2019 PCIT International Biennial Conference, Chicago Illinois.

Timmer, S.G., Hawk, B., & Shinn, M.M. (2019, June). *Working with children's dangerous and destructive behavior in PCIT.* Child Guidance Center's Annual UC Davis PCIT Training.

Shinn, M. M. (2019, April). *Healing trauma through parent-child interactions.* Children's Hospital Orange County, American Academy of Pediatrics – Orange County Chapter, and First 5 Orange County, Trauma Informed Care Conference.

Shinn, M. M. (2019, April). *Suicide prevention in the school setting.* Variations Psychology, Futures Academy.

Shinn, M. M. (2019, February). *Promoting positive parent-child interaction for preventing and managing obesity.* Children's Hospital Orange County, American Academy of Pediatrics – Orange County Chapter, and First 5 Orange County, Preventing Pediatric Obesity Forum.

Shinn, M. M. (2018, October). *Student eligibility for accommodations: IEP, 504, SAT, ACT, AP, & other high stakes exams.* American Academy of Pediatrics – Orange County Chapter, School Health Conference: Learning Disabilities & Special Education.

Troutman, B., Shinn, M. M., Gerard, E., Guzman, K., Johnsons, B., & Pelzel, K. (2018, October). *Dyadic parent-child interaction coding system (DPICS) dancing.* UC Davis Children's, Hospital, PCIT Training Center, 18th Annual PCIT Conference.

Shinn, M. M. (2018, July). *Creating a supportive classroom. Addressing the mental health needs of students.* Variations Psychology, Futures Academy.

Shinn, M. M. (2018, June). *Becoming a PCIT trainer: The trainer, the team, the process.* UC Davis Children's, Hospital and Child Guidance Center Inc. Annual OC PCIT Training.

Shinn, M. M. (2018, September). *Take the stress out of tests! 11 ways to manage test anxiety.* Variations Psychology, Futures Academy.

Shinn, M. M. (2018, August). *7 strategies for fostering a growth mindset in your child.* Variations Psychology, Halstrom Academy.

Shinn, M. M. (2018, June). *Becoming a PCIT trainer: The trainer, the team, the process.* UC Davis Children's, Hospital, PCIT Training Center, First 5 LA Learning Community Network.

Shinn, M. M. (2017, September). *Latinos & Trauma.* UC Davis Children's, Hospital, PCIT Training Center, 17th Annual PCIT Conference.

Shinn, M. M. (2017, September). *New stuff you'll love: Tools for the PCIT Terrain.* UC Davis Children's, Hospital, PCIT Training Center, 17th Annual PCIT Conference.

Shinn, M. M. (2016, September). *A meeting of the coalition of Spanish speaking PCIT therapists.* UC Davis Children's, Hospital, PCIT Training Center, 16th Annual PCIT Conference.

Shinn, M. M. & Turner, A. (2016, September). *Active play in PCIT.* UC Davis Children's, Hospital, PCIT Training Center, 16th Annual PCIT Conference.

Shinn, M. M. (2016, August). *DSM-5: A skill building training for diagnosing children and youth.* The Help Group, Burbank, CA.

Shinn, M. M. (2016, May). *Code switching.* University of Iowa Carver College of Medicine, Department of Psychiatry, PCIT Tune Up.

Shinn, M. M. (2016, May). *Family mealtime coaching.* University of Iowa Carver College of Medicine, Department of Psychiatry, PCIT Tune Up.

Shinn, M. M. (2016, February). *Promoting a healthy relationship with food: The role of behavioral health providers.* Illumination Conference, The Help Group, Burbank, CA.

Shinn, M. M. (2015, December). *Promoting a healthy relationship with food: The role of behavioral health providers.* Help Me Grow, Orange, CA.

Shinn, M. M. & Torres, L. (2015, September). *A meeting of the coalition of Spanish speaking PCIT therapists.* UC Davis Children's, Hospital, PCIT Training Center, 15th Annual PCIT Conference.

Timmer, S. G., Shinn, M. M. & Blacker, D. (2015, September). *Advanced training in PCIT: trainer toolbox.* UC Davis Children's Hospital, PCIT Training Center, 15th Annual PCIT Conference.

Shinn, M. M. (2015, September). *DSM-5: A skill building training for diagnosing children and youth.* Child Guidance Center Inc., Santa Ana, CA.

Shinn, M. M. (2015, August). *DSM-5: A skill building training for diagnosing children and youth.* The Help Group, Burbank, CA.

Shinn, M. M. (2015, March). *Fundamentos de PCIT en Español (fundamentals of PCIT in Spanish).* 5th Regional Washington State PCIT Conference. University of Washington Medicine – Harborview Medical Center. Seattle, WA.

Shinn, M. M. (2014, November). *Evolution of children's mental health and future Directions.* 20th Annual Report on the Conditions of Children In Orange County, Community Forum, Mission Viejo, CA.

Shinn, M. M. (2014, September). *Coaching to decrease childhood obesity.* Coaching in Leadership and Healthcare Conference. Institute of Coaching, Harvard Medical School, McLean Hospital, Boston, MA.

Troutman, B., Shinn, M. M., Guzman, K., & Slagel-Rademacher, K. (2014, September). *Managing children's dangerous and destructive behavior in PCIT.* UC Davis Children's, Hospital, PCIT Training Center, 14th Annual PCIT Conference.

Torres, L., Shinn, M. M., Butler, V., & Williams, R. (2014, September). *Finding your coaching voice en Español.* UC Davis Children's, Hospital, PCIT Training Center, 14th Annual PCIT Conference.

Shinn, M. M. & Torres, L. (2014, September). *A Meeting of the coalition of Spanish speaking PCIT therapists.* UC Davis Children's, Hospital, PCIT Training Center, 14th Annual PCIT Conference.

Shinn, M. M. (2014, April). *PCIT with deaf and hard of hearing families.* University of Iowa Carver College of Medicine, Department of Psychiatry, PCIT Tune Up.

Shinn, M. M. (2013, September). *Entrenamiento avanzado en PCIT: Un efoque en el PDI.* UC Davis Children's, Hospital, PCIT Training Center, 13th Annual PCIT Conference.

Shinn, M. M. (2013, September). *¿Cómo se dice _____ en Español?* UC Davis Children's, Hospital, PCIT Training Center, 13th Annual PCIT Conference.

Shinn, M. M. (2013, August). Poster: *Preliminary Findings: Coaching to decrease childhood obesity.* National Clinical and Translational Sciences Conference, Duke University, Bethesda, MD.

Shinn, M. M. (2013, June). *Autism spectrum disorder and the childhood autism rating scales-Second Edition.* Behavioral Health Network Meeting. Santa Ana, CA.

Shinn, M. M. (2013, June). *Autism spectrum disorder and the childhood autism rating scales - Second Edition.* OCDE School Readiness Nurses Meeting. Orange, CA.

Shinn, M. M. (2012, November). *Childhood obesity.* Orange County Behavioral Health Network Meeting. Santa Ana, CA.

Shinn, M. M. (2012, October). *Childhood obesity.* Family Resource Centers - Orange County Meeting. Santa Ana, CA.

Shinn, M. M. (2012, September). PCIT with hearing impaired families. UC Davis Children's Hospital, PCIT Training Center, 12th Annual PCIT Conference.

Shinn, M. M. (2012, April). *Psychological assessment of linguistically & culturally diverse persons.* Argosy University, Orange County, CA.

Shinn, M. M. (2011, September). *Parent child feeding interaction therapy (PC-Fit) an adaptation of PCIT for children with eating Disorders.* UC Davis Children's Hospital, PCIT Training Center, 11th Annual PCIT Conference.

EXPERT PSYCHOLOGY APPEARANCES:

- First 5 LA Video: Parent-Child Interaction Therapy – A Kinship Case. http://www.first5la.org/index.php?r=site%2Farticle&id=3632
- 12TH Annual PCIT Conference, UC Davis: "Ask the Experts" Panelist, and Presenter.
- 11th Annual PCIT Conference, UC Davis: "Ask the Experts" Panelist, and Presenter
- Family Radio- Blog Talk Radio: Recommended strategies for strengthening the parent-child relationship, 2009.
- Sunday Journal Radio, KOST 103.5 CA: Discussed benefits of PCIT, 2009.

SERVICE:

- Board Member Delhi Center, Santa Ana California, 2013-2014. The Delhi Center is a community center in the heart of the Delhi Neighborhood in Santa Ana, CA that promotes Latino families' development of health, education, financial stability, and community engagement.

PROFESSIONAL AFFILIATIONS:

- American Psychological Association
- National Association of School Psychologists
- Orange County Psychological Assoc. & Orange County School Psychology Assoc.
- California Association of School Psychology

Susan McClintic



MEMBERSHIP APPLICATION - 2022

Name Susan McClintic

Home Address: _____ **City** Irvine **Zip** _____

Agency _____ **Title** _____

Business Address _____ **City** _____ **Zip** _____

Phone _____ **Email** _____

CATEGORIES FOR APPOINTMENT

Please indicate all of the categories with which you are currently affiliated as cited in County Ordinance Sec. 1-2-334

X Category 1 - Education and Early Intervention

Representative of a local child care resource or referral agency, or a local child care coordinating group, or a local organization for prevention or early intervention for families at risk or a recipient of early education project services included in the First 5 Orange County strategic plan; or

Representative of a local school district, or an educator specializing in early childhood development.

Category 2 – Healthy Children and Early Intervention

Representative of a community-based organization that has a goal of promoting nurturing and early childhood development or a local organization for prevention or early intervention for families at risk, or a recipient of project services included in the Commission strategic plan related to healthy children; or

A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

see attached

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

see attached

Please describe a specific issue related to young children and families that you would like to champion in Orange County.

see attached

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

see attached

CONFLICT OF INTEREST

Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

1. XX No
   Yes Please explain

I don't have direct economic interests, but I do serve as a volunteer Board Member for Families Forward and the Orange County Association for the Education of Young Children. If items are brought to the First 5 OC Commission related to these groups, I will abstain from any discussion or voting on those matters.

RESUME

Attach a current resume including educational and employment history and mail or email with membership application to: First 5 Orange County Children and Families Commission, 1505 East 17th Street, Suite 230, Santa Ana, CA 92705; email: First5OC@cfcoc.ocgov.com - Attention: Tiffany Alva by 3:00 p.m. on March 4, 2022.

Signature _____ Date 2/4/2022

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

I've spent my 40+ year career as an early childhood educator – as a Teacher, Preschool Director, City of Irvine Child Care Coordinator, and College Instructor. In retirement, I'm active in various Early Childhood networks and community groups as I continue to work toward excellence in early learning opportunities for all children, especially those at risk due to poverty and other adverse childhood experiences (ACEs).

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

I was appointed to the First 5 OC Commission in 2020. I've been a champion for the Orange County Child Care Landscape Analysis, which revealed critical gaps in spaces for infants and toddlers and subsidized funding for low income working families. I cohosted webinars and site visits to build awareness of how child care shortages impact businesses, the county's economy, and family stability. I participated on the Communication and Policy ad-hoc committee to develop the 2021-2025 Strategic Plan and first ever Policy Framework and legislative platform. I serve as Vice Chair of First 5 OC's Technical Advisory Committee (TAC) which collaborates with partners to strengthen the prenatal to age 3 system and ensure at risk families are connected to resources. I would love the opportunity to serve a second term as a Commissioner to build on this important work.

Please describe a specific issue related to young children and families that you would like to champion in Orange County.

Housing insecurity continues to be a challenge for Orange County families. High costs cause many to live paycheck-to-paycheck until an unexpected crisis leads to the loss of employment and/or housing stability. Stress and uncertainty pose considerable challenges to families experiencing homelessness and can significantly compromise the mental and physical health of young children into adulthood. The pandemic has heightened the critical need for housing for at risk families and now more than ever there needs to be a champion of this work. Currently, in my first term as First 5 OC Commissioner and as a Board Member for Families Forward, I consistently advocate for improved access to programs for vulnerable families. As an example, I collaborate with the Family Solutions Collaborative (24 local agencies that provide housing services to Orange County families in need) shelter providers and Early Childhood OC for improved access to child care programs and subsidized funding for families experiencing homelessness.

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

I welcome opportunities to engage in discussions, convene presentations, and gather perspectives to advance policies that support young children and families. Bringing people together, making connections, and facilitating introductions to build support and coalitions is something I truly enjoy. I am a Board Member for the Orange County Association for the Education of Young Children (OCAEYC), and I have strong ties and networking connections with members of the following groups: Orange County Child Care and Development Planning Council, Early Childhood OC, Start Well Mental Health Consultation for Early Care and Education, California Early Childhood Mentor Program, family child care providers, faith-based and nonprofit early learning programs, child development faculty members at each of Orange County's community colleges, Cal State Fullerton, and UCI child care services. As a Commissioner, I do not hesitate to reach out to these groups and others to build bridges and work together to further policies supporting young children and families.

SM

SUSAN MCCLINTIC

Early Childhood Educator and Advocate

Extensive teaching, leadership, and program development experience with infants and toddlers, preschool, primary grades, and community college students.

Board member and leadership service with numerous groups benefiting children and families.

Advocate for high quality early learning environments and opportunities for all children, especially those facing challenges of poverty and other adverse childhood experiences.

EXPERIENCE

COMMISSIONER • FIRST 5 ORANGE COUNTY • 2020-PRESENT

- Champion for the Orange County Child Care Landscape Analysis. The landscape revealed critical gaps in spaces for infants and toddlers and subsidized funding for low income working families; cohost webinars and site visits to build awareness of how child care shortages impact businesses, the county's economy, and family stability.
- Advocate for improved access to programs fostering resilience and concrete supports for vulnerable families.
- Collaborate with Family Solutions Collaborative shelter providers and Early Childhood OC for improved access to child care programs and subsidized funding for families experiencing homelessness.
- Vice Chair of First 5 OC Technical Advisory Committee (TAC). The TAC's role is to support and collaborate with partners to strengthen the prenatal to 3 system and ensure at risk families are connected to resources.
- Participated on the Communication and Policy ad-hoc committee to develop the 2021-2025 Strategic Plan and first ever Policy Framework and legislative platform.
- Analyze and promote equity through attending a 12 month Orange County Human Relations reStructure cohort.

BOARD MEMBER • FAMILIES FORWARD • 2014-2020; 2021-PRESENT

- Program Committee chair, HR Committee chair, Executive, Governance, and Strategic Planning Committee member.
- Strategic Planning lead for Prevention and Diversion 2016-2019 and Supportive Services 2020-2023 initiatives.
- Appointed by the Board of Supervisors to represent Families Forward on the Orange County Child Care and Development Planning Council (Local Planning Council).
- Promoted increased quality of early learning programs county-wide as co-chair of the Planning Council's Workforce Development Committee and member of the Orange County Department of Education's Quality Rating Improvement System (QRIS) Community Advisory Consortium.
- Championed the unique needs of homeless children and families as part of the coalition of public, private, and nonprofit agencies and individuals that created the Early Childhood Policy Framework and launched the Early Childhood OC collaborative.
- Named 2019 Local Planning Council Outstanding Advocate for Children in Orange County.

CHILD CARE COORDINATION SUPERVISOR • CITY OF IRVINE • 2007-2012

- Oversaw all Child Care Coordination services including the Irvine Child Care Project, a City/School District joint powers partnership facilitating after-school programs on all Irvine Unified School District elementary school campuses.
- Lead ongoing program quality assessment and improvement at all 22 sites and facilitated $750,000 annually in California Department of Education and Irvine Children's Fund grants for low-income families.
- Lead Strategic Plan for Children, Youth and Families initiative for Child Care and School Readiness, resulting in significant expansion and revitalization of the Child Resource Center.
- Redesigned and increased professional development opportunities and transformed state-of-the-art lending library for early childhood educators and families to enhance program quality and readiness for school.
- Managed City lease agreements with Irvine Child Development Center and Irvine Community Nursery School.
- Expanded resource and referral services for families.

HUMAN DEVELOPMENT INSTRUCTOR • IRVINE VALLEY COLLEGE • 1989-1995; 2004-2014

Courses taught: *Principles and Practices of Teaching Young Children; Introduction to Curriculum; Teaching Mathematics in a Play-Based Program; Advanced Curriculum Planning; Administration of Schools for Young Children -- Program; Principles of Adult Supervision in Early Childhood Programs; Guidance and Discipline; Dealing with Challenging Children; Developmental Psychology – Children and Adolescence; Practicum: Early Childhood Programs; Cooperative Work Experience.*

EARLY CHILDHOOD LAB SCHOOL DIRECTOR • ORANGE COAST COLLEGE • 1995-2003

- Initiated and maintained National Association for the Education of Young Children accreditation for infant-toddler-preschool demonstration site and teacher training facility.
- Launched ongoing scholarship program with Assistance League of Newport-Mesa to support tuition funding for low-income families.
- Increased family engagement opportunities.
- Established relationships with Regional Center of Orange County, local school districts, and others to promote inclusion, assessment and early intervention services.

DIRECTOR • IRVINE CHILD DEVELOPMENT CENTER • 1991-1993

- Nonprofit infant-toddler-preschool center, in public-private partnership with the City of Irvine.
- Community Development Block Grant and Alternative Payment subsidies for low income families.
- Inclusion partnership with local school district.

CLASSROOM TEACHER • 1978-1987

- Toddlers • First Step Nursery School • Santa Monica, CA
- Kindergarten and Second grades • Woodbridge Public Schools, CT
- Kindergarten and First grades • Vallejo City Unified School District, CA

EDUCATION

UNIVERSITY OF CALIFORNIA, LOS ANGELES
Graduate School of Education
Developmental Studies, Ph.D. program (all but dissertation)

BANK STREET GRADUATE SCHOOL OF EDUCATION, NEW YORK, NY
Educational Leadership, M.S. degree

UNIVERSITY OF CALIFORNIA, BERKELEY
Graduate School of Education
Multiple Subjects, Teaching credential

UNIVERSITY OF CALIFORNIA, LOS ANGELES
Art History, B.A. degree

COMMUNITY SERVICE HIGHLIGHTS

- Orange County Association for Education of Young Children, Board Member
- 2019 Local Planning Council Outstanding Advocate for Children in Orange County
- Orange County Child Care and Development Planning Council, Workforce Development Committee, Co-Chair
- Early Childhood Policy Framework Task Force
- Orange County Department of Education Quality Rating Improvement System (QRIS) Community Advisory Consortium
- Irvine Child Care Committee City Council Appointee (Councilmembers Art Bloomer and Greg Smith), Chair
- Irvine Child Care Project, Chair
- Irvine Child Development Center Operating Corporation, Chair
- University United Methodist Church Child's World Preschool Advisory Board
- Northwood High School PTSA, President
- Distinguished Timberwolves Award, Northwood High School
- Golden Oak Service Award, Northwood High School PTSA
- 2007 Irvine Unified School District High School Volunteer of the Year

MEMBERSHIP

- Orange County Association for the Education of Young Children
- Every Child California, Association of Leaders Advancing Early Learning

FAMILY

Married to Michael Gilbert M.D., a practicing Family Physician and Regional Medical Director for Quality at St. Joseph Heritage Healthcare. We have two adult children, two grandchildren, and have lived in Irvine since 1988.

Frank Donovan

DOUG CHAFFEE

CHAIRMAN
ORANGE COUNTY BOARD OF SUPERVISORS
SUPERVISOR, FOURTH DISTRICT

ORANGE COUNTY HALL OF ADMINISTRATION
333 W. SANTA ANA BLVD.
SANTA ANA, CALIFORNIA 92701 PHONE (714) 834-3440 FAX (714) 834-2045
doug.chaffee@ocgov.com
bos.ocgov.com/fourth

February 1, 2022

Dear Sir or Madam:

The Orange County Board of Supervisors is seeking candidates to serve on the First 5 Orange County Children and Families Commission. First 5 Orange County oversees the allocation of funds from Proposition 10, which added a 50-cent tax on tobacco products sold in California. Funds help pay for education, health care and child development programs for children from the prenatal stage to age five and their families.

First 5 Orange County Commission members meet six times on the first Wednesday of February, April, June, August, October, and December and brief special meetings in January, March, May, July, September and November. Commission members may also serve on ad-hoc committees to review programs and services, participate in program site visits, or represent First 5 Orange County at community events. The recruitment is open to new applicants and current members to fill three seats for the 2022-2024 term.

Two positions are in the health category and one in the education category. Candidates must have relevant expertise or experience in one of these categories. Examples of candidates that fall within the education category include representatives from school districts and local foundations. Current and former members have included school district superintendents, school board trustees, and public-school foundation board members. Examples of candidates that fall within the health category include representatives from health and medical organizations, medical doctors and dentists. Current and former members have included registered nurses, pediatricians, dentists and hospital executives.

Applications for these positions will be accepted by 3:00 p.m. on March 4, 2022 (application attached). Applications are also available online at www.First5OC.org. To be considered, an application and resume must be mailed or emailed to:

First 5 Orange County Children and Families Commission
1505 East 17th Street, Suite 230 -- Santa Ana, CA 92705
Attention: Tiffany Alva
First5OC@cfcoc.ocgov.com

Please share this information with qualified individuals that may be interested in serving on the First 5 Orange County Commission. Recruitment questions may be directed to Tiffany Alva at Tiffany.Alva@cfcoc.ocgov.com.

Sincerely,

Doug Chaffee

Doug Chaffee
Chairman, Fourth District
Orange County Board of Supervisors

FIRST 5 ORANGE COUNTY, CHILDREN & FAMILIES COMMISSION

MEMBERSHIP APPLICATION - 2022

Name Frank Donavan, Ed.D.

Home Address: _____ **City** Costa Mesa **Zip** _____

Agency _____ **Title** _____

Business Address _____ **City** _____ **Zip** _____

Phone _____ **Email** _____

CATEGORIES FOR APPOINTMENT

Please indicate all of the categories with which you are currently affiliated as cited in County Ordinance Sec. 1-2-334

☒ **Category 1 - Education and Early Intervention**

a) Representative of a local child care resource or referral agency, or a local child care coordinating group, or a local organization for prevention or early intervention for families at risk or a recipient of early education project services included in the First 5 Orange County strategic plan; or

b) Representative of a local school district, or an educator specializing in early childhood development.

☐ **Category 2 – Healthy Children and Early Intervention**

a) Representative of a community-based organization that has a goal of promoting nurturing and early childhood development or a local organization for prevention or early intervention for families at risk, or a recipient of project services included in the Commission strategic plan related to healthy children; or

b) A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

I have been fortunate enough to be part of the First 5 Technical Advisory Committee since 2017 and I currently serve as Chair. I bring 25 years of experience in public education where I have served as a Teacher's Assistant, Teacher, Program Specialist, Principal, Administrator, Executive Director, and Superintendent. I have developed and supervised preschool and other specialized programs for the past 17 years. I have experience and knowledge in running quality programs for children ages birth to five. I understand the importance of providing a solid foundation in school readinessand access to healthcare for young children and their families.

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

Working collaboratively with different agencies provides our children and families with the access to resources and sevices they need to stay healthy and rise to their full potential. I am committed to promoting health, safety and school-to-home consitency, and I am dedicated to helping those children and families that need the most help. As a long-time member of the First 5 Technical Advisory Committee I understand the importance and value of serving on the Commission, and I am confident that I would bring new ideas to support our underserved children and families. I would like to make a difference.

Please describe a specific issue related to young children and families that you would like to champion in Orange County.

As an educator I know that children learn best when they are in good health. Children and families that have proper nutrition and stable housing have a much greater chance to be successful in school and life. As a member of the Commission I would like to champion the issues of food insecurity and early literacy. Throughout the Pandemic, I have had the opportunity to collaborate with many different non-profit and faith-based organizations to provide fresh food, healthcare and mental health services to our chidren and families. I have also developed Expanded Learning Programs to help our children and families learn to read, write and understand the importance of proper nutrition and healthcare.

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

I would promote the work of First 5 Orange County through my various leadership roles at the local and State level. With the expansion of our afterschool programs I would make sure that all of our families and staff members have access to the resources and services provided by First 5, and I would share the same information with the Orange County Superintendents Organization, the Orange County Special Education Alliance, and with our community partners such as Love Anaheim, the Anaheim Assitance League, the Anaheim Rotary Club, and at schoool and community events. I would also promote First 5 by being a team player with other members of the Commission and being proactive in my involvement with the work of the First 5.

CONFLICT OF INTEREST

Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

☐ No

☒ Yes Please explain

The Magnolia School District receives funding from the First 5 Commission for our School Readiness Program. If I am selected to serve on the First 5 Commission I realize I would have to abstain from voting on all matters that involve the School Readiness Program in the Magnolia School District.

RESUME

Attach a current resume including educational and employment history and mail or email with membership application to: First 5 Orange County Children and Families Commission, 1505 East 17th Street, Suite 230, Santa Ana, CA 92705; email: First5OC@cfcoc.ocgov.com - Attention: Tiffany Alva by 3:00 p.m. on March 4, 2022.

Signature_____ Date_____

POSITION DESCRIPTION

There are nine members on the First 5 Orange County Children and Families Commission board, all of whom are appointed by the Orange County Board of Supervisors and serve as "at-will" appointments.

One of the positions is always filled by a member of the Board of Supervisors, annually appointed in January by the Chair and approved by the full Board of Supervisors. Two additional positions are filled automatically, designated by the Board of Supervisors by position, and include the Director of the Orange County Health Care Agency (or designee) and County Executive Officer (or designee).

The remaining six positions are at-large members, who serve staggered two-year terms that begin April 1 and expire March 31 of the second year. Each year, three of these positions must be filled through a recruitment and reappointment process. Qualified candidates are nominated by designated members of the Orange County Board of Supervisors.

WHAT ARE THE REQUIREMENTS TO BE A COMMISSIONER?

Candidates for the at-large positions must have relevant expertise or experience in one of the following two categories: education and early intervention, or healthy children and early intervention. Specific requirements for each category are included on the membership application. Candidates must either live within Orange County or be an officer, director, or employee of an organization or agency doing business within Orange County.

Examples of candidates that fall within the Education and Early Intervention Category include representatives from school districts, local foundations and a recipient of early education services.

Examples of candidates that fall within the Healthy Children and Early Intervention Category include representatives from community-based organizations, health and medical organizations, medical doctors, and dentists.

RECRUITMENT AND SELECTION PROCESS/SCHEDULE FOR 2022

The recruitment is open to new applicants and current members to fill three seats for the 2022-2024 term. Two in the category of Health and Early Intervention and one in the category of Education and Early Intervention. Applications will be accepted by 3:00 p.m. on March 4, 2022. Applications will be screened to ensure candidates meet the minimum qualifications. Applications from qualified candidates will be submitted to the Clerk of the Board of Supervisors. The designated members of the Board of Supervisors will nominate at least two, but no more than three candidates for the Commission. The appointments or reappointments will made by the full Board of Supervisors at a public meeting on or before the first Board of Supervisors meeting in April.

APPLICATION

To be considered for an appointment, please mail or email a completed application and resume to:

First 5 Orange County Children and Families Commission
1505 East 17th Street, Suite 230 -- Santa Ana, CA 92705
Attention: Tiffany Alva
email: First5OC@cfcoc.ocgov.com
For application and recruitment information call (714) 567-0183

COMMISSION MEETINGS, DUTIES AND COMPENSATION

The Commission members meet the first Wednesday of the following months: February, April, June, August, October and December and brief special meetings in January, March, May, July, September, and November due to the pandemic. The Commission administers the program funds that are consistent with the mission, goals, and objectives of the Strategic Plan. An annual half-day planning meeting may be scheduled in February. Commission members may also serve on ad-hoc committees to review programs and services, participate in program site visits, or represent First 5 Orange County at community events. Compensation is required by law and is limited to a per diem and reimbursement of out of pocket expense up to $100.00 per meeting.

CONFLICT OF INTEREST

Statements of Economic Interests (SEIs or Form 700s) are required for all Commission members. They are an important means for the official that files them, the media, and the public to help gauge where potential conflicts of interest may exist. These state mandated forms include information about the sources of an official's income, investments, business positions, real property holdings and gifts. Merely reporting an economic interest is not a conflict in itself; a conflict arises when an official governmental decision, made by the official, impacts their economic interests.

GIFT BAN ORDINANCE

The County of Orange Gift Ban Ordinance applies to First 5 Orange County:

- No person who is doing business with the First 5 Orange County shall make any gift to any First 5 Orange County officer.
- No First 5 Orange County Officer shall solicit or accept any gift from any person whom they know, or has reason to know, is doing business with First 5 Orange County.
- "Doing business with First 5 Orange County" is defined as:
    - Seeking the award of a contract or grant from First 5 Orange County.
    - Having sought the award of a contract or grant from First 5 Orange County in the past 12 months.
    - Being engaged as a lobbyist from the time of such engagement until 12 months after the award of the contract or grant which was the subject of the engagement.
    - Having an existing contractual relationship with First 5 Orange County, until 12 months after the contractual obligations of all parties have been completed.

Frank Donavan, Ed.D.

EMPLOYMENT HISTORY

Public Education

2015—Current **Superintendent.** Magnolia School District.

- Responsible for the education of 5,400 students in grades Kindergarten through 6th Grade and 600 students in Preschool.
- Lead in the effective operation of nine elementary schools, one warehouse and the District Office.
- Oversight of over 700 employees including nine principals and five cabinet members.
- Responsible for the effective implementation of a $77,000,000 budget.
- During the 2015-16 school year, seven of our nine schools were awarded with the California Department of Education's Gold Ribbon and Title I Achieving Awards and one school was also awarded with the Exemplary Arts Award.
- Lead in the transition of Robert M. Pyles School to Robert M. Pyles STEM Academy with a focus on Computer Science and Coding.
- Lead in the transition of Juliette Low School to Juliette Low School of the Arts with a focus on utilizing the Arts as a vehicle for learning.
- Focus on inclusive practices for students with special needs.

2009 – 2015 **Executive Director.** Greater Anaheim Special Education Local Plan Area

- Developed, directed and supported the development of effective service-delivery models to ensure all students are provided with quality instruction and safe and effective learning environments.
- Supported member school districts in improving outcomes for all students through multi-tiered systems of support, Explicit Direct Instruction, and Universal Design for Learning.
- Supported, directed, and lead in the development, expansion, and monitoring of special education policies, procedures and programs in six school districts in the Greater Anaheim area.
- Reported directly to the Greater Anaheim SELPA Governing Board comprised of one Board Member from each of the six member districts.

2004 – 2009 **Administrator, Student Services and Principal of Land School.** Westminster School District.

- Responsible for the effective implementation of general and special education support services including counselors, school nurses, school psychologists and special education programs.
- Developed and directed the transition to progressive instructional models for general education and special education classrooms including Response to Intervention, Multi-Tiered Systems of Support, and Positive Behavioral Intervention and Supports.
- Planned, directed and monitored 38 SDC classes and 22 RSP programs.
- Principal of Land School: included Student Services Department, Preschool Diagnostic Center, Early Start Program (Infant Program), nine SDC classes, Phonological Program, State Preschool and Child Development Center for a total of more than 700 students.
- Lead role in all legal matters including IEP attendance, Mediations, Alternate Dispute Resolution meetings, Due Process Hearings, and CDE Compliance Complaints.

2001 - 2004 **Program Specialist.** West Orange County Consortium for Special Education

- Developed and implemented professional development trainings for five school districts within a multi-district SELPA.
- Supported and monitored school staff to ensure legal and procedural compliance.
- Participated in the development of the SELPA's Procedural Manual and Special Education Local Plan.
- Served as Acting Administrator (Principal) of Edison High School, Special Abilities Cluster during the summer of 2002 and 2003.
- Served as lead role in high profile IEP meetings.

1999 - 2001 **SDC (ED) Teacher.** *Wilson High School, Long* Beach Unified School District.

- Provided direct instruction to a dynamic range of students ranging from Learning Disabled to Gifted and Talented.
- Facilitated the expansion of the ED Program.
- Elected as Chair of the Special Education Department (17 Teachers) and President of the School Site Council.
- Served as In-House (Substitute) Assistant Principal (2000-01 School Year).
- BTSA Coach/Mentor (Support Provider).

1998-1999 **Juvenile Court School RSP Teacher.** Orange County Department of Education

- Provided direct instruction to students in grades 7th through 12th in a Community Day School in the City of Anaheim.
- Learned valuable teaching strategies and motivational techniques for working with "At-Risk" youth.

- Collaborated with law enforcement, probation, social services, school districts, and other agencies.
- Developed a thorough understanding of differentiated instruction, Universal Design for learning, and classroom management strategies.

1996-1998 **Juvenile Court School Teacher (Juvenile Court Schools).** Orange County Department of Education.

1996-1996 **Instructional Assistant (Juvenile Court Schools).** Orange County Department of Education,

- Served as the In-House Substitute Teacher at Otto Fischer School located in the Orange County Juvenile Hall.
- Assisted and provided direct instruction to students in grades 7th through 12th.
- Assisted in the development of lesson plans, grading, student record keeping, and classroom management.

EDUCATION

Doctor of Education. Educational Leadership, 2010. UNIVERSITY OF SOUTHERN CALIFORNIA. Los Angeles, CA. Dissertation Title: *The Allocation of Resources at the School Level to Improve Learning for Struggling Readers: What is Adequate?*

Master of Science. Education: Administration, 2003. California State University, Fullerton. Fullerton, CA. Thesis Title: *Legal Issues in Contention: Special Education Litigation.*

Master of Arts. Special Education, 2000. Azusa Pacific University. Azusa, CA.

Bachelor of Arts. History, 1995. Magna Cum Laude. University of California Los Angeles. Los Angeles, CA.

CREDENTIALS/CERTIFICATIONS

California Certification

- **Clear Administrative Services Credential.**
- **Education Specialist Instruction Credential: Mild-to-Moderate** (Professional Clear Level II).
- **Clear Cross-cultural Language and Academic Development Certificate.**

Other Certifications

- **ACSA Personnel Academy.**

- **SEAC Interest Based Bargaining**

SPECIAL APPOINTMENTS

- AB 250 Reauthorization of Statewide Pupil Assessment System—Advisory Committee—March, 2012—July, 2012. Selected by California Superintendent of Public Instruction, Torlakson and approved by the California Board of Education (CDE).

- CDE Statewide Common Core State Standards Work Group.

- CDE National Center and State Collaborative Advisory Council Member.

- California State Special Education Local Plan Area Organization:
  - 2010-11, Co-Chair of Highly Qualified Personnel Committee
  - 2011-13, Co-Chair of Interagency Committee
  - 2012-14, Co-Chair of Assessment, Evaluation, and Instruction
  - 2014-15, Executive Committee—Secretary

PRESENTATIONS/WORKSHOPS

The following is a small sample of presentations/workshops that I have developed/conducted:

Using the Common Core State Standards as a Tool for Remediation. Training for California State University Long Beach, Student Teachers. Long Beach, CA April 10, 2018.

Common Core Standards and Special Education. CAC Parent Workshop, Anaheim, CA. February 26, 2015.

Understanding the Common Core State Standards. Training for All Employees at the California Diagnostic Center. Los Angeles, CA. January 16, 2015.

Special Education Funding. Kings County Office of Education. Hanford, CA. January 24, 2014.

Common Core State Standards and Struggling Students:
ACSA Leadership Summit. San Diego, CA. November 7, 2014.

What's So Special About Special Education. California Association of Supervisors of Child Welfare and Attendance, Southern Section Fall Conference. Buena Park, CA. September 27, 2012.

Effective Strategies for Improving Student Outcomes. Anaheim Union High School District, RtI Summit. March 6, 2012

Blended Services: Bridging the Gap Between Special Education and General Education. Centralia School District. Buena Park, CA. January 19, 2011.

Service Delivery Models and Struggling Students. Orange County Department of Education. Costa Mesa, CA. May 25, 2011.
Defining Student Success: Evidence and the Law. Anaheim Union High School District. Anaheim, CA. December 15, 2011.

Serving Children: The Structure, Strengths, and Limits of California's Partner Agencies. Ontario Conference Center, Ontario, CA. July 29, 2010.

Blended Services: Interventions for All Students. Cypress School District. Cypress, CA. September 16, 2010.

Positive Behavioral Support. Magnolia School District. Anaheim, CA. October 20, 2010.

Publications

Donavan, F.D. (2020). Why test scores matter. EdSource, (02-21-20).

Donavan, F. D. (2012). Assessment and the common core state standards. *The Special Edge*, (24)2, 3-6.

2012-2018. Associate Editor of the Journal of Special Education Leadership

AWARDS and RECOGNITIONS

- Association of California School Administrators (ACSA) Region 17, 2020 Superintendent of the Year. May 14, 2020.
- Recognized as "Positive Outlier" School District by the Learning Policy Institute, May 2019.
- Orange County Music and Arts Administrators, Orange County Outstanding Arts Educator Award, May 9, 2018.
- Association of California School Administrators (ACSA) Region XVII, 2011 Special Education Administrator of the Year. May 9, 2011.
- Anaheim Union High School District, 2011 Special Education Administrator of the Year. April 14, 2011.
- Los Alamitos Unified School District, 2011-12 Superintendent's Cabinet Award. March 19, 2012.
- California Department of Education Gold Ribbon and Title I Achieving Awards for seven of nine schools.

Dr. Coleen Cunningham

FIRST 5 ORANGE COUNTY, CHILDREN & FAMILIES COMMISSION

MEMBERSHIP APPLICATION - 2022

Name Coleen K. Cunningham

Home Address: **City Orange** **Zip** _____

Agency Children's Hospital Orange County **Title: Pediatrician in Chief**

Business Address: **City** **Zip** **Phone**

Email _____ _____

CATEGORIES FOR APPOINTMENT

Please indicate all of the categories with which you are currently affiliated as cited in County Ordinance Sec. 1-2-334

☐ **Category 1 - Education and Early Intervention**

a) Representative of a local child care resource or referral agency, or a local child care coordinating group, or a local organization for prevention or early intervention for families at risk or a recipient of early education project services included in the First 5 Orange County strategic plan; or

b) Representative of a local school district, or an educator specializing in early childhood development.

X Category 2 – Healthy Children and Early Intervention

a) Representative of a community-based organization that has a goal of promoting nurturing and early childhood development or a local organization for prevention or early intervention for families at risk, or a recipient of project services included in the Commission strategic plan related to healthy children; or

b) A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

I am currently Pediatrician in Chief at CHOC and Chair of Pediatrics at UC Irvine, and have 30+ years of experience as a pediatrician and pediatric infectious diseases physician. As a pediatric infectious disease physician, I have cared for young children with a variety of infection but especially children exposed to and/or infected with HIV. Working in that field, I have extensive experience with poor and underserved and children with special health care needs. In my current position in leadership at both CHOC and UCI, I welcome the opportunity to bring both organizations closer with others in Orange County committed to the health of children and families.

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

I wish to serve as I believe my past experiences in child health and serving a diverse community can provide important background to the Commission. Further, I welcome the

opportunity to align Department of Pediatrics at UCI and CHOC with the work of the commission.

Please describe a specific issue related to young children and families that you would like to champion in Orange County.

Health Care- children and adolescents

Prevention and treatment of Pediatric HIV

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

In my current roles at UCI and CHOC, I am uniquely positioned to support and promote the work of First 5 Orange County as I have a relationship and leadership role with more than 600 pediatric physicians who care for children at UCI and/ or CHOC. I will be in a position to bring proposals to the commission from those many providers and potentially mobilize those providers when needed by the commission.

CONFLICT OF INTEREST

Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

☐ No

X Yes Please explain

I actually am not aware of any current conflicts but I imagine that at some point CHOC and/or UCI may seek funding from First 5 Orange County. I am happy to recuse myself in funding decisions that involve either of those organizations.

RESUME

Attach a current resume including educational and employment history and mail or email with membership application to: First 5 Orange County Children and Families Commission, 1505 East 17th Street, Suite 230, Santa Ana, CA 92705; email: First5OC@cfcoc.ocgov.com - Attention: Tiffany Alva by 3:00 p.m. on March 4, 2022.

Signature Colin H Cunningham M.D. Date 3/3/22

Coleen K. Cunningham, M.D.
CURRICULUM VITAE

Coleen K Cunningham M.D.
2/4/2022

Date Revised: December 27, 2021

Appointments:

Professor and Chair of Pediatrics
University of California, Irvine

Pediatrician-in-Chief
Children's Hospital of Orange County, CHOC

Medical Licensure:

Active — California Medical License #G171544
Date of License: 2021 – present

Inactive — North Carolina License # 2003-00769
Date of License: 2003- 2021

New York State # 170346
Date of License 1987-2003

Specialty Certification(s) and Dates:

Diplomat, National Board of Medical Examiners Parts I, II, III – Certified
(USMLE ID# 33137613)
American Board of Pediatrics 1989
Pediatric Infectious Disease 1994
Recertification 2000, 2008, 2020

Date of Birth: September 4, 1959 **Place:** Washington, DC
Citizen of: United States

Education	**Institution**	**Date**	**Degree**
College	State University of New York at Binghamton, Binghamton, NY	1977-1981	BS Biochemistry
Medical School	State University of New York Upstate Medical University, Syracuse, NY	1981-1985	MD

Scholarly Societies:

Society for Pediatric Research	elected – 2004- present
American Pediatric Society	elected – 2009- present
Alpha Omega Alpha	elected – 2018- present
Fellow, Infectious Diseases Society of America (IDSA)	elected – 2021- present

Professional Training and Academic Career:

Institution	Position/Title	Date
State University of New York Upstate Medical University, Syracuse, NY	Residency, Pediatrics	1985-1988
	Fellowship/Pediatric Infectious Diseases	1988-1991
	Assistant Professor, Pediatrics	1991-1997
	Associate Professor, Pediatrics	1997-2003
Duke University Medical Center Durham, NC	Associate Professor with Tenure, Pediatrics	2003- 2012
	Chief, Division of Infectious Diseases, Pediatrics	2003- 2016
	Associate Professor, Pathology	2009- 2012
	Chief, Division of Global Health, Pediatrics	2011-2021
	Professor with Tenure, Pediatrics and Pathology	2012- 2021
	Research Professor of Global Health	2015- 2021
	Vice-Chair for Research, Pediatrics	2015- 2021
University of California, Irvine Irvine, CA	Professor and Chair of Pediatrics	2021-present
Children's Hospital of Orange County Orange, CA	Pediatrician-in-Chief, Senior VP	2021-present

Publications:
Citations 5818
H-index 42
i10-index 92

Refereed Journals: Trainees underlined

1. **Cunningham CK**, McMillan JA, Gross SJ. Rehospitalization for respiratory illness in infants <32 weeks gestation. Pediatrics. 1991;88:527-32.
2. **Cunningham, CK.** *Ureaplasma urealyticum* and *Mycoplasma hominis* infections in neonates. Contemporary Pediatrics. 1994;11(9):31B44.
3. Marr B, Gross S, **Cunningham CK**, Weiner L. Candidal sepsis and meningitis in a very-low-birth-weight infant successfully treated with fluconazole and flucytosine. Clin Infect Dis. 1994;19:795-6.
4. **Cunningham CK**, Kazacos, KR, McMillan, JA, Lucas, JA, McAuley, JB, Wozniak, EJ, Weiner, LB. Diagnosis and management of *Baylisascaris procyonis* infection in an infant with non-fatal meningoencephalitis. Clin Infect Dis. 1994;18:868-72.
5. Barker WB, Menegus MA, Hall CB, Betts RF, Freundlich CB, Long CE, O'Brien DH, Weiner LB, **Cunningham CK**, Bonville CA, Alger KP, Waltz EC. Communitywide laboratory based influenza surveillance focused upon on older persons. Am J Prevent Med. 1995;11(3):149-55.
6. Flynn PM, **Cunningham CK**, Kerkering T, San Jorge AR, Peters VB, Pital PA, Harris J, Gilbert G, Castagnaro L, Robinson P. Oropharyngeal candidiasis in immunocompromised children: A randomized, multicenter study of orally administered fluconazole suspension versus nystatin. The Multicenter Fluconazole Study Group. J Pediatr. 1995;127(2):322-8.
7. Falsey AR, **Cunningham CK**, Barker WH, Kouides RW, Yuen JB, Menegus M, Weiner LB, Bonville CA, Betts RF. Respiratory syncytial virus and influenza A infections in the hospitalized elderly. J Infect Dis. 1995;172(2):389-94.
8. Coplan J, Dye TD, Contello KA, **Cunningham CK**, Kirkwood K, Weiner LB. Failure to identify HIV-seropositive newborns: Epidemiology and enrollment patterns in a predominantly white, non-urban setting. Pediatrics. 1995;96:1083-9.
9. **Cunningham CK**, Bonville C, Hagen JH, Belkowitz JL, Kawatu RM, Higgins AM, Weiner LB. Immunoblot analysis of anti-*Ureaplasma urealyticum* antibody in pregnant women and newborn infants. Clin Diagn Lab Immunol. 1996;3(5):487-92.

10. Domachowske JB, **Cunningham CK,** Cummings DL, Crosley CJ, Hannan WP, Weiner LB. Acute Manifestations and Neurologic Sequelae of Epstein-Barr Virus Encephalitis in Children. Pediatr Infect Dis J. 1996;15(10):871-5.

11. Loughran TP, Abbott L, Gentile TC, Love J, **Cunningham CK,** Friedman-Kien A, Huang YQ, Poiesz BJ. Absence of Human Herpes Virus 8 DNA sequences in Large Granulae Lymphocyte (LGL) Leukemia. Leukemia Lymphoma. 1997;26:177-80.

12. Lorlertratna, N, **Cunningham, CK**: Erythromycin and beyond: Using macrolide antibiotics. Contemporary Pediatrics. 1997;14(5):27B55.

13. Long CE, Hall CB, **Cunningham CK**, Weiner LB, Alger KP, Gouveia M, Colella CB. Influenza Surveillance in Community-Dwelling Elderly Compared with Children. Arch Fam Med, 1997;6(5):459-65.

14. **Cunningham CK**, Charbonneau TT, Song K, Patterson D, Sullivan T, Cummins T, Poiesz B. Comparison of human immunodeficiency virus 1 DNA polymerase chain reaction and qualitative and quantitative RNA polymerase chain reaction in human immunodeficiency virus 1-exposed infants. Pediatr Infect Dis J. 1999;18(1):30-5.

15. **Cunningham CK**, Bonville CA, Ochs HD, Seyama K, John PA, Rotbart HA, Weiner LB. Enteroviral meningoencephalitis as a complication of X-linked hyper IgM syndrome, Journal of Pediatr. 1999;134(5):584-8.

16. Mirochnick M, Cooper E, McIntosh K, Xu J, Lindsey J, Jacobus D, Mofenson L, Sullivan JL, Dankner W, Frenkel LM, Nachman S, Wara DW, Johnson D, Bonagura VR, Rathore MH, **Cunningham CK**, McNamara J. Pharmacokinetics of dapsone administered daily and weekly in human immunodeficiency virus-infected children. Antimicrob Agents Chemother. 1999;43(11):2586-91. PMCID: PMC89529.

17. Borkowsky W, Wara DW, Kang M, Fenton T, Hawkins E, McNamara J, Mofenson L, **Cunningham CK**, Duliege AM, Francis D, McFarland E; ACTG 230 team. Lymphoproliferative Responses to Recombinant HIV-1 Envelope Antigens in Neonates and Infants Receiving gp120 Vaccines. J Infect Dis. 2000;181:890-6.

18. Mehta PA, **Cunningham CK**, Colella CB, Alferis G, Weiner LB. Risk factors for sternal wound and other infections in pediatric cardiac surgery patients. Pediatr Infect Dis J. 2000;19(10):1000-4.

19. Poiesz BJ, Papsidero LD, Ehrlich G, Sherman M, Dube S, Poiesz M, Dillon K, Ruscetti FW, Slamon D, Fang C, Williams A, Duggan D, Glaser J, Gottlieb, A, Goldberg J, Ratner L, Phillips, P, Han T, Friedman-Kien A, Siegal F, Rai K, Sawitsky A, Sheremata LWA, Dosik H, **Cunningham CK**, Montagna R. Prevalence of HTLV-1-Associated T-Cell Lymphoma. Am J Hematol. 2001;66:32-8.

20. McFarland EJ, Borkowsky W, Fenton T, Wara D, McNamara J, Samson P, Kang M, Mofenson L, **Cunningham CK**, Duliege A, Sinangil F, Spector S, Jimenez E, Bryson Y, Burchett S, Frenkel L, Yogev R, Gigliotti F, Luzuriaga K, Livingston R; ACTG 230 Collaborators. Human Immunodeficiency Virus Type I (HIV-1) gp120 Specific Antibodies in Neonates Receiving an HIV-1 Recombinant GP120 Vaccine. J Infect Dis, 2001;184(10):1331-5.

21. **Cunningham CK**, Wara DW, Kang M, Fenton T, Hawkins E, McNamara J, Mofenson L, Duliege AM, Francis D, McFarland EJ, Borkowsky W; Pediatric AIDS Clinical Trials Group 230 Collaborators. Safety of 2 recombinant human immunodeficiency virus type 1 (HIV-1) envelope vaccines in neonates born to HIV-1-infected women. Clin Infect Dis. 2001;32(5):801-7. PMID:11229849.

22. Mirochnick M, Dorenbaum A, Holland D, Cunningham-Schrader B, **Cunningham CK**, Gelber R, Mofenson L, Culnane M, Connor J, Sullivan J. Concentrations of Protease Inhibitors in Cord Blood After In Utero Exposure, Pediatr Infect Dis J, 21:835-8, 2002.

23. Church J, **Cunningham CK**, Hughes M, Palumbo P, Mofenson LM, Delora P, Smith E, Wiznia A, Purdue L, Hawkins E, Sista P; PACTG P1005 Study Team. Pediatric AIDS Clinical Trials Group. Safety and Antiretroviral Activity of Chronic Subcutaneous Administration of T-20 in HIV-1 Infected Children. Pediatr Infect Dis J. 2002;21(7):653-9.

24. Dorenbaum A*, **Cunningham CK***, Gelber R, Culnane M, Mofenson L, Britto P, Rekacewicz C, Newell ML, Delfraissy JF, Cunningham Scrader B, Mirochnick M, Sullivan JL; International PACTG 316 Team. Two-Dose Intrapartum/Newborn Nevirapine to Standard Antiretroviral Therapy to Reduce Perinatal HIV Transmission: a randomized trial. JAMA. 2002;288(2):189-98. *contributed equally PMID: 12095383.

25. **Cunningham CK,** Chaix ML, Rekacewicz C, Britto P, Rouzioux C, Gelber R, Dorenbaum A, Delfraissy J, Bazin B, Mofenson L, Sullivan J. Development of resistance mutations in women receiving standard antiretroviral therapy who received intrapartum nevirapine to prevent perinatal HIV-1 transmission: a substudy of Pediatric AIDS Clinical Trials Group protocol 316. J Infect Dis. 2002;186(2):181-8. PMID: 12134253.

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87. **Cunningham CK,** McFarland E, Capparelli E, Muresan P, Perlowski C, Morrison L, Morgan P, Smith B, Mascola J, Graham B, and the IMPAACT P1112 Team. Safety & Pharmacokinetics of Multiple Doses of a Potent Anti-HIV Monoclonal Antibody, VRC01, in HIV-Exposed Newborns. HIV Research for Prevention 2018: AIDS Vaccine, Microbicide and ARV-based Prevention Science *(HIVR4P)*. Madrid, Spain 21 – 25 October 2018

88. McFarland E, **Cunningham CK**, Capparelli E, Muresan P, Smith E, Perlowski C, Morrison L, Morgan P, McDermott A, Hazra R, Mascola J, Graham B. Safety & Pharmacokinetics of Monoclonal Antibody, VRC01LS, in HIV-Exposed Newborns (ID 1059). 2019 Conference of Retroviruses and Opportunistic Infections (CROI). Seattle, Washington 4-7 March 2019

89. McLean HS, Stanley CL, Spears T, Lawson JM, Milazzo AS, Kline S, Cheifetz IM, McGann KA, **Cunningham CK,** Reed AM. Interventions Focused on the Workplace Improve the Experience For Pediatric Faculty Physicians. Pediatric Academic Societies, 26-30 April 2019. Baltimore, MD.

90. Abu-Raya B, Goldfarb DM, Smieja M, Luinstra K, Richard-Greenblatt M, Steenhoff AP, Feemster KA, Arscott-Mills T, **Cunningham CK,** Shah SS, Zaakir Patel M, Kelly MS, Sadarangani M. The Prevalence and Clinical Characteristics of Pertussis-associated Pneumonia among Infants in Botswana. European Society for Paediatric Infectious Diseases, 6-11 May 2019. Ljubljana, Slovenia.

91. Li J, Nikanjam M, **Cunningham CK**, McFarland EJ, Graham BS, Mascola JR, Ledgerwood JE, Koup RA, Coates EE, Houser K, Lucio G, Capparelli EV. "Population Pharmacokinetics of VRC01 in Infants and Adults." 20th International Workshop on Clinical Pharmacology of HIV, Hepatitis & Other Antiviral Drugs, 15 May 2019. Noordwijk, the Netherlands.

92. Cotton MF, **Cunningham CK**, Natukunda E, Rodriguez CA, Gaur AH, Kosalaraksa P, Liberty A, Majeed SR, Gupta S, Xiang SS, Liu Y, Graham H, Pikora C. "Lack of Influence of Pubertal Stage on Safety and TFV Pharmacokinetics in TAF-based Regimens." 11th International Workshop on HIV Pediatrics, 19 July 2019. Mexico City, Mexico.

93. Abu-Raya B, Goldfarb DM, Smieja M, Luinstra K, Richard-Greenblatt M, Steenhoff AP, Feemster KA, Arscott-Mills T, **Cunningham CK,** Shah SS, Zaakir Patel M, Kelly MS, Sadarangani M. The Prevalence and Clinical Characteristics of Pertussis-associated Pneumonia among Infants in Botswana. 5th International Neonatal & Maternal Immunization Symposium, September 2019, Vancouver, Canada.

94. Patel SM, Young RR, Vincent Allende M, Boiditswe S, Feemster KA, Arscott-Mills T, Shah SS, **Cunningham CK**, Seed PC, Kelly MS. Household air pollution exposure is associated with alterations of the upper respiratory microbiome. Oral presentation at: 50th Union World Conference on Lung Health, October 2019. Hyderabad, India

95. Dow D, Mmbaga B, Gallis J, Turner E, Gandhi M, **Cunningham CK**, O'Donnell K. Promising results from a pilot rct mental health intervention for HIV infected youth. Conference on Retroviruses and Opportunistic Infections, March 2020

96. Patel S, Boiditswe S, Young R, Smieja M, Luinstra K Goldfarb D, Patel M, Steenhoff A, Arscott-Mills T, Feemster K, Shah S, Rawls J, Seed P, **Cunningham CK,** Kelly M. Searching for microbiome predictors of poor outcomes among infants with respiratory syncytial virus-associated pneumonia in Botswana. International Society for Microbial Ecology (Virtual) April 3, 2020

97. Rakhmanina N, **Cunningham CK**, Cotton M, Natukunda E, Rodriguez C, Gaur A, Kosalaraksa P, Liberty A, Xiang S, Liu Y, Zhong L, Brainard D, Martin H, Pikora C. Weight trajectory in children and adolescents who switched to TAF-based regimens. International Workshop on HIV Pediatrics (Virtual) 2020

98. Patel SM, Young RR, Vicent Allende M, Boiditswe S, Leburu T, Feemster KA, Steenhoff AP, Arscott-Mills T, Shah SS, **Cunningham CK**, Seed PC, Kelly MS. Household air pollution exposure is associated with alterations of the upper respiratory microbiome. Oral presentation at: 16th Annual Respiratory Disease Young Investigators' Forum (Virtual) 2020, October.

99. Yang J, **Cunningham CK** , McFarland E, Muresan P, Perlowski C, Mascola J, Graham B, Capparelli E. Virtual Conference 2020. Population Pharmacokinetics of HIV-specific Broadly Monoclonal Neutralizing Long-acting Antibody, VRC01LS, in Term Infants. International Workshop on Clinical Pharmacology on HIV, Hepatitis, and Other Antiviral Drugs 2020

100. Congdon M, Hong H, Young RR, **Cunningham CK**, Enane LA, Arscott-Mills T, Banda FM, Chise M, Motlhatlhedi K, Feemster K, Patel SM, Boiditswe C, Leburu T, Shah SS, Steenhoff AP, Kelly MS. Effect of *Haemophilus influenzae* type b and 13-valent pneumococcal conjugate vaccines on childhood pneumonia hospitalizations and deaths in Botswana. Oral presentation at: CHOP Global Health Conference. Philadelphia, PA. October 2020.

101. Yang J, **Cunningham CK**, McFarland EJ, Mascola JR, Graham BS, Ledgerwood JE, Koup RA, Coates EE, Houser K, Gama L, Gaudinski MR, Muresan P, Perlowski C, Capparelli, EV. Population Pharmacokinetics of VRCO1LS in Term Infants and Adults. CROI 2021.

Editorials, Position, and Background Papers:

1. **Cunningham CK**, Hicks C, Wohl D, Weber D, Belhorn T, Margolis D, on behalf of 69 physicians in the practice of infectious diseases at Duke University or UNC and supported by William L. Roper, MD, MPH, dean of the School of Medicine, vice chancellor for medical affairs and CEO of UNC Health Care System. "Vaccines Are Safe, save Lives." The Chapel Hill News. The News & Observer, 22 May 2011. Web.

National Research Groups Leadership Positions:

Pediatric AIDS Clinical Trials Group:

Pediatric Executive Committee Member	2000-2003
Pediatric Vaccine Committee Member	1993-2002
Vice-Chair	1998-2000
Chair	2000-2002
Protocol Evaluation Subcommittee Member	1998-2006
Immune Based Therapy Research Advisory Committee Member	1999-2006
Immune Based Therapy/Vaccine Research Advisory Committee Vice-Chair	2002-2004
Immune Based Therapy/Vaccine Research Advisory Committee	

Chair	2002-2004
Pediatric Virology Committee Member	1993-1996
Adolescent Trials Network (ATN):	
Therapeutics Leadership Group (TLG)	2001-2011
Adolescent Medical Trials Leadership Group (AMLG)	2001-2011
International Maternal Pediatric Adolescent AIDS Clinical Trials Network (IMPAACT):	
Chair- Vaccine Committee	2006-2014
Member- Scientific Oversight Committee	2006-2014
Member- Protocol Evaluation Committee	2006-2014
Member- Laboratory Steering Committee	2006-2014
Member- Protocol Costing Committee	2011-2013
Chair- Complications Committee	2014-2015
Global HIV Vaccine Enterprise Timely Topics in HIV Prevention Trials in Infants; Meeting Organizer	2013, 2017

National Protocol Leadership

Chair (PACTG/ATN/IMPAACT)

- ATN 025: Evaluation of 2 Hepatitis B vaccine strategies in youth — 2002-2009
- PACTG 1059: A Phase I, Open Label study to evaluate the safety and tolerability of recombinant HIV-1 Vaccines in HIV-1 infected young adults with control of HIV-1 replication on stable highly active Antiretroviral therapy (HAART) — 2004-2009
- IMPAACT P1096: Phase I Study to Determine the Safety, Infectivity, Immunogenicity and Tolerability of 2 Doses of Live Attenuated Recombinant Cold-passaged (cp) 45 Human Parainfluenza Type 3 Virus Vaccine to Infants and Children 6 to 36 Months of Age — 2010-2013
- IMPAACT P1112: Open Label, Dose Escalating, Phase I Study to Determine Safety and Pharmacokinetic Parameters of VRC 01, VRC01LS, and VRC07-523LS, Potent Anti-HIV Neutralizing Monoclonal Antibodies in HIV-Exposed Infants — 2010-
- IMPAACT P1114: A Phase I Study of the Safety and Immunogenicity of a Single Dose of the Recombinant Live-Attenuated Respiratory Syncytial Virus Vaccine RSV cps2, Lot RSV#005A, Delivered as Nose Drops to RSV-Seronegative Infants and Children 6 to 24 Months of Age — 2013-2016
- IMPAACT 2012: Phase I Placebo-Controlled Study of the Infectivity, Safety and Immunogenicity of a Single Dose of a Recombinant Live-Attenuated RSV Vaccine, LID cp ΔM2-2, Lot RSV#009B, Delivered as Nose Drops to RSV-Seronegative Infants 6 to 24 Months of Age — 2016-2018
- IMPAACT 2018: Randomized Phase I Study of the Infectivity, Safety, and Immunogenicity of a Single Dose of the Recombinant Live-Attenuated Respiratory Syncytial Virus (RSV) Vaccines RSV ΔNS2/Δ1313/I1314L or RSV 276 or Placebo, Delivered as Nose Drops to RSV-Seronegative Infants 6 to 24 Months of Age — 2017-
- IMPAACT 2021: Randomized Phase I/II Study of the Safety and Immunogenicity of a Single Dose of the Recombinant Live-Attenuated Respiratory Syncytial Virus (RSV) Vaccines RSV ΔNS2/Δ1313/I1314L or RSV 276 or Placebo, Delivered as Nose Drops to RSV-Seronegative Children 6 to 24 Months of Age — 2018-

Protocol Co or Vice-Chair

- PACTG 1005: A Phase I Study of T-20 Fusion Inhibitor in HIV-1 infected children (Chair: Joe Church, MD) 1998-2003
- PACTG 316: A Phase III randomized, blinded study of Nevirapine versus Nevirapine placebo for the prevention of maternal-fetal transmission in pregnant HIV positive women (Became Chair after initial Chair left) 2000-2003
- ATN 024: Evaluation of Hepatitis B vaccine in HIV-1 infected youth 2002-2010
- IMPAACT P1082: A Phase I/II Study of the Safety and Immunogenicity of DNA/MVA Immunizations in HIV-1 Infected Young Adults with Suppressed Viremia on HAART 2008-2013
- HVTN 075: A Phase I randomized, placebo-controlled clinical trial to evaluate the safety and immunogenicity of a multiclade HIV-1 DNA plasmid vaccine, VRC-HIVDNA-016-00-VP, followed by a multiclade recombinant adenoviral vector vaccine, VRC-IVADV014-00-VP, in HIV-uninfected 16-17 year old adolescents 2007-2008
- IMPAACT P1088: A Phase II Study to Assess the Safety and Immunogenicity of an Inactivated Swine-Origin H1N1 Influenza Vaccine in HIV-1 Perinatally Infected Children and Youth 2009-2011
- IMPAACT 2004: Phase I/II, Randomized, Placebo-Controlled Study of the Safety and Immunogenicity of Clade C ALVAC-HIV (vCP2438) and Bivalent Subtype C gp120/MF59® in South African Breastfeeding Infants 2015-2016
- IMPAACT 2011: Phase I Placebo-Controlled Study of the Infectivity, Safety and Immunogenicity of a Single Dose of a Recombinant Live-Attenuated RSV Vaccine, LID ΔM2-2 1030s, Lot RSV#010A, Delivered as Nose Drops to RSV-Seronegative Infants 6 to 24 Months of Age 2016-2020
- IMPAACT 2013: Phase I Placebo-Controlled Study of the Infectivity, Safety and Immunogenicity of a Single Dose of a Recombinant Live-Attenuated Respiratory Syncytial Virus Vaccine, D46/NS2/N/ΔM2-2-HindIII, Lot RSV#011B, Delivered as Nose Drops to RSV-Seronegative Infants 6 to 24 Months of Age 2017-2020

Protocol Virologist

- ACTG 316 - A Phase III randomized, blinded study of Nevirapine versus Nevirapine placebo for the prevention of maternal-fetal transmission in pregnant HIV-infected women 1995-2003

Protocol Team Member

- ATN 015: Short structured treatment interruptions in adolescents with established viral suppression: immunologic and virologic comparison to adolescents on non-interrupted therapy 2002-2008
- ATN 048 Detailed evaluation of Immune response in ATN 024 and 025 2004-2010
- ATN 052 Genetic Analysis of Immune response in ATN 024 and 025 2004-2010
- ATN 056 Pharmacokinetics of once daily antiretroviral therapy regiments containing tenofovir and atazanavir/ritonavir in adolescents and young adults with HIV infection 2006-2008

- P1089: A Laboratory Study to Assess the Immunogenicity of Three Licensed Influenza A (H1N1) 2009 Monovalent Vaccines in HIV-1 Perinatally Infected Children and Youth 2009-2013
- P1099: Maternal Immune Correlates of HIV Transmission via Breast Milk 2010-2011
- IMPAACT 1107: Cord blood transplantation using CCR5 delta 3 Donor Cells for the treatment of HIV 2012-2015
- IMPAACT 2000: A Phase I Study of the Safety and Immunogenicity of Recombinant Live-Attenuated Respiratory Syncytial Virus Vaccine RSV LID ΔM2-2 in RSV-Seronegative Infants and Children 2014-2015
- EVD001: A Phase I/II Pilot Clinical Trial to Evaluate the Efficacy and Safety of Ebola Virus Disease (EVD) Convalescent Plasma (ECP) for Treatment of EVD 2014-2020
- EVD002: Collection of Ebola Virus Disease (EVD) Convalescent Plasma (ECP) and Longitudinal Serosurvey of EVD Survivors 2014-2020
- HVTN- A Phase 1 clinical trial to evaluate the safety and immunogenicity of the HIV-1 CH505 transmitted/founder ENV vaccine in healthy, HIV-exposed infants and HIV-unexposed infants 2018-

Grant Reviews (partial list):

National Institute of Allergy and Infectious Diseases Special Emphasis Panel Meeting Identifier: 2018/10 ZAI1 CB-A (S2) 1	Aug, 2018
Collaborative Initiative for Paediatric HIV Education and Research (CIPHER) Grant Review	Mar, 2018
FDA Office of Orphan Products Development Natural History Grants Program	Jan, 2017
Thrasher Research Fund	Dec, 2016

Consultant Appointments:

- New York State AIDS Institute Committee for the Care of HIV-Infected Children and Adolescents (member) 1994-1998
- Vice Chair New York State AIDS Institute Committee for the Care of HIV Infected Children and Adolescents 1998-1999
- Chair New York State AIDS Institute Committee for the Care of HIV Infected Children and Adolescents 1999-2001
- New York State Department of Health Advisor Group for Implementation of Newborn Testing for HIV 1997
- Member of NYS ad hoc advisory group for guidelines on the use of AZT during pregnancy 1994, 1999
- NYS ad hoc advisory group for guidelines on the Management of HIV-Infected Pregnant Women Including Prevention of Perinatal HIV Transmission 2002
- NIH Office of AIDS Research Advisory Committee Member 2006- 2009
- Member of NIH Council of Councils (Charter membership) 2007- 2009

Professional Awards and Special Recognitions:

- NYS DOH Outstanding Service Award: for outstanding contribution to the care of children with HIV and AIDS - for Pediatric & Adolescent Infectious Disease and Immunology/Center 1999

- Pediatric Housestaff Award for Outstanding Faculty Member- SUNY Upstate Medical University, Syracuse, NY 2003
- Outstanding Young Alum- SUNY Upstate Medical University, Syracuse, NY 2005
- AMA-WPC (American Medical Association Women Physician Congress Physician Mentor Award 2012
- NIAID- Division of Microbiology and Infectious Disease Special Recognition Award for extraordinary work in H1N1 influenza research. 2015
- NC DOH recognition of long-term service to HIV-infected patients 2017
- Selected for participation in ELAM- Executive Leadership in Academic Medicine 2017-2018
- Translational Research Mentoring Award- Duke University Medical Center 2017
- Alpha Omega Alpha (AOA)- National Medical Honor Society 2018
- Denny, Katz, Simon, Tingelstad Academic Service Award (American Academic of Pediatrics, NC Chapter) 2019

Organizations and Participation:

- New York State AIDS Institute Committee for the Care of HIV Infected Children and Adolescents (member) 1994-1998
- Member of NYS ad hoc advisory group for guidelines on the use of AZT during pregnancy 1994, 1999
- New York State Department of Health Advisor Group for Implementation of Newborn Testing for HIV 1997-2003
- Vice Chair New York State AIDS Institute Committee for the Care of HIV Infected Children and Adolescents 1998-1999
- Chair New York State AIDS Institute Committee for the Care of HIV Infected Children and Adolescents 1999-2001
- AIDS Care Unit Advisory Committee North Carolina DOH 2004-2007
- Pediatric Infectious Diseases Society
  - Committee on International Affairs 2006-2009
  - Committee on Awards elected 2014-2016
- Clinical Immunology Society 1999-2003
- American Academy of Pediatrics 1989-1993, 2003-
- International Organization for Mycoplasmology 1992-2003
- Liaison-PIDS HIVMA Board of Directors 2012-2015
- Research Committee Infectious Diseases Society of America 2019-

Mentoring and Education:

- Pediatric Residency Committee and Advisor at SUNY Upstate 1991-2003
- Pediatric Infectious Diseases Fellowship Program Director Duke 2003-2010
- Pediatric Infectious Disease T32 PI 2010-2016
- Faculty Mentor- Pathway to Independence 2012-2021
- Mentor Training Curriculum- training facilitator 2014-2021
- Pediatric K12 Program Director 2015-2018

Partial list of trainees and junior faculty mentored

Trainee/junior faculty	Level	Years	Mentorship Role	Research area	Current position
William Steinbach, MD	Fellow	2003	Co-mentor	Aspergillus pathogenesis	Chief of Pediatric Infectious Diseases, Professor with Tenure, Duke University Medical Center
Harmony Garges, MD, MPH	Fellow	2003-2004	Co-mentor	Hospital Acquired pneumonia	Vice-President for Global Medical Sciences for ViiV Healthcare; Durham, NC
Michael A. Moody, MD	Fellow	2003-2006	Co-mentor	Development of B Cell Tetramer Reagents for Studying B Cells Specific for HIV-1 Epitopes	Medical Director, Center for HIV; AIDS Vaccine Immunology; Associate Professor with tenure, Pediatrics-Infectious Diseases, DUMC
J. Erin Staples, MD, PhD	Fellow	2005-2006	Primary Mentor	Outbreak investigations	Medical Epidemiologist, CDC Control and Prevention, Arboviral Diseases Branch, Ft. Collins, CO
David Wilfret, MD	Fellow	2004-2007	Co-mentor	Microfluidic platform for detection of *M. pneumoniae*	Sr. Chief Physician, ID TAU, GSK, Durham, NC
Terry Dixon, MD, PhD	Fellow	2005-2008	Co-mentor	Neonatal Candidiasis	Assistant Professor-Pediatrics, Medical Univ of SC, Charleston, SC
Michael Cohen-Wolkowiez, MD, PhD	Fellow	2006-2009	Co-mentor	Neonatal antimicrobial pharmacokinetics	Professor with Tenure, Pediatrics-Infectious Diseases, DUMC, Director, CTSA Small Trials Programs, Durham, NC
Maria Guadalupe Lopez Marti, MD	Fellow	2007-2010	Primary Mentor	Respiratory viruses in pediatric HSCT recipients: epidemiology and outcomes	Deceased; Last appointment as Assistant Professor, Pediatrics-Infectious Diseases, Marshall Univ., Huntington, WV
Sallie Permar, M.D., PhD	Fellow	2009-2011	Co-mentor* while she was at Harvard	Development of primate model of HIV transmission through breast milk	Professor with Tenure, Duke University Medical Center
Ann Marie Buchanan, MD, PhD, DTM&H	Fellow	2008-2011	Primary Mentor	Prevalence of mycobactermia in ill, HIV-infected children in Kilimanjaro Region, Tanzania.	Physician Project Lead ViiV Healthcare, Durham NC
Luise Rogg, MD, PhD	Fellow	2008-2011	Co-mentor	Regulation of chitin synthesis in Aspergillus	GlaxoSmithKline, Research Triangle Park, NC
Dwight Yin, MD	Fellow	2009-2013	Co-mentor	Adherence and outcomes in children infected with HIV	Assistant Professor, Pediatrics-Infectious Diseases, University of Missouri-Kansas City School of Medicine, Kansas City, MO

Trainee/junior faculty	Level	Years	Mentorship Role	Research area	Current position
Dorothy Dow, MD	Fellow	2010-2014	Primary Mentor	Prevalence study of HIV Maternal to Child Transmission in Tanzania	Assistant Professor, Duke University Medical Center- K01 award recipient
Mehreen Arshad, MD	Fellow	2011-2015	Co-mentor	bacterial pathogenesis	Assistant Professor, Pediatric Infectious Diseases, Duke University Medical Center
Jessica Ericson, MD	Fellow	2012-2015	Co-mentor	Antibiotic use and resistance patterns in neonates	Assistant Professor, Pediatric Infectious Diseases, Penn State College of Medicine,
Matthew Kelly, MD	Fellow	2013-2016	Primary Mentor	Severe pneumonia in Botswana	Assistant Professor, Pediatric Infectious Diseases, Duke University Medical Center
Ezzeldin Saleh, MBBS	Fellow	2013-2016	Co-mentor	Antibody response to H1N1	Assistant Professor of Clinical Pediatrics, Southern Illinois University
Elizabeth Reddy, MD	Fellow	2008-2010	Research Mentor	Resistance to ARV in Children in Tanzania	Associate Professor, Infectious Diseases, SUNY Upstate Medical University
Laura Lewandowski, MD	Fellow	2012-2014	Co-mentor	SLE in South Africa	Lawrence Shulman Scholar in Translational Medicine at NIAMS
Eveline Wu, MD	Fellow	2012-2013	Co-mentor	Contribution of Complement to anti-inflammatory effects	Assistant Professor, UNC Chapel Hill
Andrea Shaw, MD/PhD,	Resident / Student	2012-2014	Co-mentor	Use of Ceftriaxone in Pediatric ER	Senior Director of Admissions, University of California, Davis-Graduate School of Management
Gayani Tillekeratne, MD, MSc-GH	Resident / Student	2004-2006	Primary Mentor	Clinical and lab assessment of HIV infected children in Tanzania	Assistant Research Professor, Global Health and Assistant Professor, Medicine, Duke University Medical Center
Brittney van de Water, PhD (nee Sullivan)	Resident / Student (PhD)	2015	Primary Mentor	Barriers to TB treatment adherence in youth in S. Africa	Research Fellow in Global Health and Social Medicine, Harvard
Genevieve Fouda, MD, PhD	Post-Doc	2011-2013	Co-mentor	Antibody response with neonatal HIV Vaccine	Assistant Professor, Pediatric Infectious Diseases, Duke University Medical Center
Moody, A. Michael, MD	Faculty	2006-2014	Faculty Advisory Committee	Development of B Cell Tetramer Reagents for Studying B Cells Specific for HIV-1 Epitopes	Medical Director, Center for HIV; AIDS Vaccine Immunology; Associate Professor, Pediatric Infectious Diseases, Duke University Medical Center
Cohen-Wolkowiez, Michael, MD, PhD	Faculty	2009-2014	Faculty Advisory Committee	Neonatal antimicrobial pharmacokinetics	Professor with Tenure, Pediatrics-Infectious Diseases, DUMC, Director, CTSA Small Trials Programs, Durham, NC
Sallie Permar, MD, PhD	Faculty	2011-2013	Co-mentor and Faculty Advisory Committee	Development of primate model of HIV transmission through breast milk	Professor, Chair of Pediatrics, Weil-Cornell School of Medicine

Trainee/junior faculty	Level	Years	Mentorship Role	Research area	Current position
Ann Marie Buchanan, MD, PhD, DTM&H	Faculty	2011-2013	Primary Mentor	Prevalence of mycobactermia among ill, HIV-infected children in Kilimanjaro Region, Tanzania.	Physician Project Lead ViiV Healthcare, Durham NC
Ravi Jhaveri, MD	Faculty	2005-2011	Faculty Advisory Committee	Hepatitis C pathogenesis	Professor of Pediatrics, Feinberg School of Medicine
William Steinbach, MD	Faculty	2004-2014	Faculty Advisory Committee	Aspergillus pathogenesis	Chief of Infectious Diseases, Pediatrics, Professor with tenure, Duke University Medical Center
Genevieve Fouda, MD, PhD	Faculty	2014-	Co-mentor and Faculty Advisory Committee	Antibody response with neonatal HIV Vaccine	Associate Professor, Pediatric Infectious Diseases, Duke University Medical Center
Caroline Ozmet. MD	Faculty	2015-2016	Co-mentor	Improvement in ECMO therapy	Assistant Professor, Pediatric Intensive Care, Duke University Medical Center
Pinar Gumus Balikcioglu, MD	Faculty	2015-2019	Faculty Advisory Committee	Predictors of Type II diabetes	Assistant Professor, Pediatric Endocrine, Duke University Medical Center
Amelia B. Thompson, MD	Faculty	2018-2020	Co-mentor and Faculty Advisory Committee	Pediatric HIV vaccine	Assistant Professor, Pediatric Infectious Disease, Duke University Medical Center
Sarah Heston, MD	Fellow	2019-	Scholarship Oversight Committee		Fellow, Pediatric ID, Duke
Lavanya Vasudevan, PhD	Faculty	2018-	Co-mentor and Faculty Advisory Committee	Vaccine Hesitancy	Assistant Professor, Family Medicine and Community Health
Tiarney Ritchwood, PhD	Faculty	2019-	Co-mentor and Faculty Advisory Committee	Adolescent HIV care	Assistant Professor, Family Medicine and Community Health
Ibukun C. Akinboyo, MD	Faculty	2019-	Faculty Oversight Committee		Assistant Professor, Pediatric Infectious Disease, Duke University Medical Center
Debbi Lugo, MD	Faculty	2019-	Faculty Advisory Committee	Infection in Transplant patients	Assistant Professor, Pediatric Infectious Disease, Duke University Medical Center
Sweta Patel, MD	Fellow	2019-	Primary Mentor	Respiratory microbiome	Fellow, Adult Pulmonary, Duke
Sanya Thomas, MD	Fellow	2019-	Scholarship Oversight Committee	Infection in Transplant patients	Fellow, Pediatric ID, Duke

Teaching Responsibilities including Continuing Education

Primarily teach in on clinical service including on in-patient and outpatient settings. Provide some lectures to pediatric residents on infection control and other basic areas of infectious diseases.

Areas of Research Interests – list:
Prevention of perinatal HIV transmission
HIV vaccines in children, in particular to prevent intrapartum and breast milk HIV transmission
HIV vaccine for prevention of infection in adolescents
HIV therapeutic vaccine
Treatment of HIV infection in children
Infections in children in Africa
Tuberculosis disease in HIV infected children in Africa
Global health issues in children

External Support – gifts, grants, and contracts:
Partial List

Completed

Young Investigator's Matching Grant (Cunningham) National Foundation for Infectious Disease, Burroughs - Wellcome Fund. Immunoblot Analysis of Human Perinatal Immune Responses to Genital Mycoplasma Infection.	1989
Children's Miracle Network Telethon (Cunningham) Genital Mycoplasma Antibody Response as Predictors of Symptomatic Mycoplasma Infection in Pregnant Women and Their Infants.	1991
Children's Miracle Network Telethon (Cunningham) Production of Monoclonal Antibodies to Protein Epitopes of *Ureaplasma Urealyticum*,	1992
New York State Department of Health (Weiner PI, Cunningham Co-I) Early Detection of HIV Infection in Newborns	1992-1995
Zeneca Pharmaceutical – (Cunningham PI) Meropenem vs. Ceftoxamine in the Treatment of Acute Bacterial Meningitis in Hospitalized Infants and Children	1994-1995
Pediatric AIDS Foundation (Cunningham PI) Student Intern Award	1997
Glaxo Wellcome (Cunningham PI) Evaluation of a new nucleoside analog: 1592 for treatment of HIV infected children	1997
NICHD (contract through Westat) (Cunningham PI) Pediatric Perinatal Clinical Trials of the AIDS Clinical Trials Group Continuation Grant (Competitive renewal 1997-2002 and 2002-2007)	end 7/31/03 $1,127,816
D'Antonio Consultants International: (Blatt PI, Cunningham Co-I) High work-load jet injector for worldwide mass immunization campaign	2000-2003

Dupont Pharmaceutical (Cunningham)
US Sustiva TM Oral Liquid Expanded Access Program: An open label, multicenter expanded access study of the liquid formulation of Sustiva TM
11/16/00-11/15/03
$4,360

Hoffmann LaRoche Incorporated (Cunningham)
A phase I/II pharmacokinetic and safety study of T-20 in combination with an optimized background in HIV infected children and adolescents
4/30/01-12/31/05
$33,569

Merck and Company (Cunningham)
Study of the efficacy, safety and immunogenicity of Rota Teq at Expiry Potency
11/15/02-11/14/03
$38,614.00

Hoffmann LaRoche Incorporated (Cunningham)
A phase III open label uncontrolled roll over safety study of T20 (HIV 1 fusion inhibitor) in combination with free choice of background anti-retrovirals in patients who have participated in prior T-20 clinical studies
12/23/02-12/22/03
$2000

Foundation for Treatment of Children with AIDS (Cunningham)
Adherence to Therapy in HIV Infected Children
3/1/03-2/29/04
$18,074

2 U01 AI27535-13S2 (Cunningham)
NIH
Pediatric AIDS Clinical Trials Unit
This project will provide access to clinical trials for mothers/infants who are HIV exposed/infected.
03/01/03-02/29/06
~$450,000 annually

P530 AI51445-02 (Haynes)
NIH
Duke University Center for Translational Research (HIC)
This project will provide funds for faculty development.
7/1/03-6/30/04
$125,000

Metrolina AIDS Project (MAP) (McKinney PI, Cunningham Co-I)
Ryan White Title IV (HRSA)
Major Goals: To provide care to HIV infected and exposed children across the State of N.C. and surrounding areas.
08/01/04-07/31/07
~$200,000 annually

2 H12 HA 00061-12-00 (McGann PI, Cunningham Co-I)
Ryan White Title IV
Metrolina AIDS Project (MAP)
08/01/08-07/31/09
$100,000 annually

Leadership Group for Adolescent Medicine Trials Network (Cunningham)
NICHD through U Alabama at Birmingham
Major Goals: To provide funds for development of the scientific research agenda of the Adolescent Trials Network with continual evaluation and prioritization of that agenda.
3/1/03-2/28/11
~$50,000 annually

State of North Carolina (DEHNR) (Cunningham)
Case Management Services for HIV-Infected Children and their Families
07/01/04-6/30/08
~$150,000 annually

Pediatric AIDS Foundation (Cunningham)
Emergency Funds for Children with HIV Infection
Major Goals: To supply emergent needs to HIV-infected patients
12/18/03-12/17/04
$1,257

GlaxoSmithKline (Cunningham) 7/12/04-2/15/09
GSK Protocol APV20002 Clinical Study $55,000 (total)
Major Goals: To evaluate the safety & tolerability of GW433908/Ritonavir in combination with NRTI therapy for 48 weeks in HIV-1 infected pediatric subjects.

GlaxoSmithKline (Cunningham) 7/1/04-6/30/07
GSK Fellow in Pediatric Infectious Diseases $50,000 annually
Major Goals: Provide salary support for a Pediatric Infectious Diseases fellow

NIEHS (Cunningham) 8/18/04-8/20/05
Pilot Study for Investigating Micronucleated Erythrocyte $14,367
Major Goals: To help to determine if there are changes in infant's red blood cells as a result of the medications that the mother has been prescribed to treat HIV disease and that the baby will take to prevent HIV infection.

NIH International Clinical Trials Unit (Bartlett; Cunningham Co-I) 9/1/04-8/31/05
ISAAC $821,150
Major Goals: To expand studies of AIDS-associate co-infections to other countries.

00458-08 NCAS# 80614 (Cunningham) 07/01/08– 5/31/09
North Carolina Department of Health and Human Services $209,000 annually
Case Management Services for HIV Infected Children and their families The major goal of this project is to provide case management, education and outreach to community agencies in NC. This grant does not overlap as it only funds Dr. Cunningham to oversee outreach social workers.

Gilead Sciences, Inc. (Cunningham) 12/17/08 -12/16/11
GS-US-183-0152 $39,000 total
This is a Phase 1B Study of the Safety and Pharmacokinetics of Ritonavir-Boosted Elvitegravir Plus a Background Regimen in HIV-1 Infected, Antiretroviral treatment-Experienced Adolescents

Cubist Pharmaceuticals, Inc. (Cunningham) 10/27/08-10/30/12
DAP-PEDS 07-03 Clinical Trial- Evaluation of Safety, Efficacy and PK of Daptomycin in Pediatric Patients with cSSSI Caused by Gram-Positive pathogens $55,000 total

H12HA18280A0 (Cunningham) 2/1/2010-7/31/2012
DHHS $670,680
Ryan White Part D HIV Care for Children, Youth and Women

U01-AU68632 (Jackson JB PI; Cunningham CK-Site PI) 7/1/06-11/30/13
IMPAACT- Network Leadership ~$80,000 annually
Dr. Cunningham is among the DAIDS sponsored IMPAACT network leadership group and her role is to provide leadership in the areas of HIV vaccine development both in the areas of prevention of mother to child transmission of HIV and prevention of HIV-infection in adolescents.
Note- total project is about 50 million annually.

MedImmune, Inc. (Cunningham) 1/01/2009-12/31/2012
Respiratory Viral Infections in Pediatric Patients receiving HSCT $50,650 total
This study will compare standard of care (antigen detection and viral culture techniques) versus reverse transcription polymerase chain reaction for the detection of viruses in pediatric HSCT recipients.

Thrasher Research Fund (Buchanan; Cunningham Mentor) 07/01/09 – 06/30/12
Prevalence of Mycobactermia among Febrile, HIV-Infected Children in Kilimanjaro Region, Tanzania $25,000
The goal of this project is to determine the incidence of mycobacteremia in febrile children with HIV in Tanzania.

5U01AI069484-01 (Bartlett JA- PI, Cunningham, CK-Site PI) 12/1/06-11/30/14
NIH ~$350,000 annually
IMPAACT- Duke Clinical Trials Site
Dr. Cunningham is the Duke IMPAACT site PI and will provide leadership to the Duke Research site that will enroll patients into the network clinical trial.

NOT-AI-10-023 (Bartlett PI, Cunningham Project PI) 9/1/10-11/31/14
NIH/PEPFAR $398,000
Limited Competition Administrative Supplements
Pediatric Dried Blood Spot Project

NOT-AI-10-023 (Bartlett PI, Malkin Project PI, Cunningham Co-I) 9/1/10-11/31/14
NIH/PEPFAR $467,942
Limited Competition Administrative Supplements
ARV Pouch Feasibility Study

Clinical RM (Woods PI) 10/1/15- 6/1/15
Gates Foundation (Cunningham Co-I)
The purpose of this award was to develop and implement two clinical trials to evaluate treatment options for Ebola virus disease to be conducted in Liberia during the Ebola epidemic 2014-2015

T32 HD060558-01A2 (Cunningham) 5/21/11- 12/30/16
NICHD $1,015,815
Institutional Training Grant for Pediatric Infectious Diseases
This grant provides support for fellows during their research years of training.

K12 HD043494 (PI-Reed, Project Director- Cunningham) 4/11/03-03/30/18
NIH annual $400,000
Center for Molecular and Cellular Studies of Ped Disease
This award provides support for training of young pediatric physician scientists in basic science to prepare them for future academic careers. Dr. Cunningham became Project Director in 2015.

Prime Contract HHSN275201300003C (Mmbaga PI; Cunningham Site-PI) 12/1/14- 11/30/2019
NICHD (Cunningham site PI)
This project supports the research site in Moshi, Tanzania to conduct multicenter clinical trials through the IMPAACT Network. Dr. Cunningham's role is to provide mentorship and training to the Tanzanian site PI.

5P30-AI-064518 Center for AIDS Research (CFAR) Weinhold K (PI) 7/1/06-6/30/10
NIH Competitive renewal 7/1/10-6/30/15
Competitive renewal 7/1/15- 6/30/20
Competitive renewal 7/1/20- 6/30-25
Major Goals: To expand international HIV/AIDS research, develop new translation research projects into clinical trials, attract new investigators, provide critical administrative and logistical support to CFAR investigation. Dr Cunningham is Co-Director of Clinical Core

Gilead Sciences, Inc. (Cunningham) 12/17/09 -12/16/19
GS-US-183-0137 $40,000 total
This is a the continuation phase of the initial Phase 1B Study of the Safety and Pharmacokinetics of Ritonavir-Boosted Elvitegravir Plus a Background Regimen in HIV-1 Infected, Antiretroviral treatment-Experienced Adolescents.

1 H12HA24797-01-00 (Cunningham) 8/1/2012-7/31/2022
DHHS $1,500,000
Ryan White Part D HIV Care for Children, Youth and Women

Active

UM1AI068632 (IMPAACT: Nachman, PI; Cunningham Site PI, Protocol Chair) 12/1/13-11/31/21
NIH ~$100,000 annually
Provides support for Cunningham to lead three multicenter clinical trials within the network
Chair- P1112 (10%)
Chair- 2018 (5%)
Chair- 2021 (10%)

Clinical Activity – Type of practice and estimate of time commitment
Pediatric Infectious Diseases- approximately 10% of TPE includes inpatient consulting and outpatient clinic

Participation in Academic and Administrative Activities of the University and Medical Center

SUNY Upstate (Syracuse) 1991-2003

Departmental:

Residency Committee	1991-2000
Resident Advisor	1992-2003
Chair - Pediatric Social Committee	1995-1997
Member - Promotions Committee	2000-2003
Chair - Pediatric Women's Committee	1998-2002
Member Pediatric Women’s Committee	1998-2003

Institutional:

Chair - Council of Faculty Organization	
Vice Chair - Council of the Faculty Organization	
Infection Control Committee	
Committee for the President's Awards for Excellence	
Teaching	
Research	
Research by young Investigator	
Library Science	
Professional Service	
Faculty Service	2002-2003
Mission Based Management: research advisory committee	2002-2003
College of Medicine LCME self-study Committees	
Governance	2002-2003
Faculty	2002-2003
College of Medicine Dean Search Committee	2002-2003
Medical Student Advisor	1992-2003
Medical Student Project Director:	
AIDS Education in local school district	1993-1999

Crouse Hospital:

Infection Control Committee	1991-2000

Pharmacy and Therapeutics Committee	1991-1995
Antibiotic Subcommittee	1995-2003
Onondaga County Health Department:	
Rabies Task Force	1992-2003
Communicable Disease Consultant	1992-2003

Duke University Medical Center (2003-2021)

Departmental:	
Chief, Div. of Infectious Diseases, Department of Pediatrics	2003-2016
Chair, Children's Hospital P&T Committee	2010- 2015
Chief, Division of Global Health, Department of Pediatrics	2011-2021
Chair, Search Committee for AI Division Chief	2012-2013
Member, Department Promotions and Tenure Committee	2012-2021
Chair, Search Committee for Pulmonary Division Chief	2013-2014
Director, Children's Clinical Research Unit (CCRU)	2014- 2018
Chair, Department Appointments, Promotions, and Tenure	2015- 2021
Member, Search Committee for Neonatology Division Chief	2016
Chair, Search Committee for Heme/Onc Division Chief	2017-2018
Interim Division Chief, Pediatric Hematology/Oncology	2017-2018
Institutional:	
Bioterrorism Committee	2003-2004
Antibiotic Evaluation Team	2003-2012
Clinical Research Advisory Committee	2003-2005
Faculty Women's Committee	2004
Infection Control Committee	2005- 2016
Microbiology User's Committee	2005- 2015
Duke Center for AIDS Research Executive Committee	2006-2021
Duke Global Health Institute- Executive Committee	2008-2016
Pandemic Influenza Task Force	2009- 2010
Search Committee Chief Infectious Diseases Internal Med.	2009, 2010
Search Committee Microbiology Laboratory Director	2011
Member, Hospital P&T Committee	2010-2015
Member, DUHS Pharmacy & Medication Management Committee	2012-2015
Faculty Mentor- Pathway to Independence	2012-2021
Antibiotic Stewardship Leadership team (ASET)	2012- 2016
Selection Committee for LEADER Program	2014- 2017
Member, CRU Directors	2014-2018
Patient Exposure Task Force	2015-2017
Clinical Research Management System Executive Leadership	2015-2018
Clinical Research Management System Implementation Team	2015-2018
Research Advisory Committee to the Vice Dean	2016- 2017
Selection and Advisory Committee for Fund to Retain Clinical Scientists	2016-2021
Co-Chair- review of Duke Clinical Research Institute (DCRI)	2017-2018
Chair- Sexual Harassment Task Force	2019-2020
Member- Office of Institutional Equity Appeals Board	2020- 2021

Children's Hospital Orange County (2021-present)

UCI/CHOC alignment group	2021-
CHOC Executive Management team	2021-

Yvette Lavery

MEMBERSHIP APPLICATION - 2022

Name Yvette Lavery

Home Address: **City** Tustin **Agency** **Zip**

Business Address **City** **Title**

Zip

Agency **Title** **Business Address**

City **Zip** **Phone** **Email**

CATEGORIES FOR APPOINTMENT

Please indicate all of the categories with which you are currently affiliated as cited in County Ordinance Sec. 1-2-334

☐ **Category 1 - Education and Early Intervention**

a) Representative of a local child care resource or referral agency, or a local child care coordinating group, or a local organization for prevention or early intervention for families at risk or a recipient of early education project services included in the First 5 Orange County strategic plan; or

b) Representative of a local school district, or an educator specializing in early childhood development.

X Category 2 – Healthy Children and Early Intervention

a) Representative of a community-based organization that has a goal of promoting nurturing and early childhood development or a local organization for prevention or early intervention for families at risk, or a recipient of project services included in the Commission strategic plan related to healthy children; or

b) A representative of a local medical, pediatric or obstetric association or society.

Please describe your qualifications that make you eligible for the category(ies) for which you are applying:

When I first applied, I qualified as a member of the UCI Medical Ethics Committee, of which I am still a member. Since, then I have now become additionally qualified as a caregiver to a high-risk toddler. My daughter receives a multitude of services included in the Commission strategic plan related to healthy children: CHOC specialists, CHOC High Risk Infant Program, Early Intervention programs, weekly CCS services through the Health Care Agency, Medi-Cal Waiver program services, CHOC Health Alliance care coordination, hearing impairment services, and more.

Please explain why you wish to serve on the First 5 Orange County Children and Families Commission and the skills that you would bring to the Commission.

Ever since I was a First 5 AmeriCorps*VISTA for the School Readiness Nurse Program and the Healthy Smiles Dental Program for Children with Special Needs, I have wanted to continue to serve for the Commission. Having worked in many capacities on multiple Commission funded programs, I have a unique understanding of the needs of the 0-5 community in OC, the services that are currently in place and how the programs complement one another, as well as where there are gaps in programming. Additionally as a mother of a two-year old child with very complex medical needs who receives services from just about every social services program in Orange County, I understand how difficult it is to navigate the service landscape and ensure my child is getting everything she needs to overcome her health, medical and developmental challenges.

Please describe a specific issue related to young children and families that you would like to champion in Orange County.

Equity and inclusion for all children, including those from low socio-economic backgrounds; children living with disabilities; and those from all different cultural backgrounds. Ableism is of particular concern for me as a professional bioethicist and mother of a child with differently abled capabilities. As a member of the UCI Medical Ethics Committee, I see this issue regularly and hope that we can confront the root causes of ableism and create a truly inclusive and accepting community in Orange County, where the dignity of every child and family is recognized and understood. I also want to ensure that our pediatric health care capacity is able to properly meet the needs of the community, because it is not currently. Many of the children in the county are "covered" by private and/or public insurance, but this is not translating to getting timely adequate treatment. My goal is for OC to be a leader in pediatric care for with regard to the "whole child model" and continuity of care.

Please describe how you would personally/professionally support and promote the work of First 5 Orange County, including your networks and any strategies for advancing policies that support young children and families.

Research shows that interventions in early childhood are the greatest determinants of long-term positive outcomes. Now that most of the COVID restrictions are lifting, I hope to attend more public meetings including Medi-Cal Board Meetings and the like to advocate for impactful changes that will serve the pediatric community and their families. As part of the First 5 Ad Hoc Policy Committee in my first Appointment term, I am very proud of the work we did to implement First 5 OC's first Policy and Advocacy initiatives. I intend to continue this work if reappointed. Professionally as a consultant, I interface with a lot of local community leaders and government leaders. I also write and place Op-Eds in

mainstream media, including the OC Register and Press Enterprise.

CONFLICT OF INTEREST

Do you have any direct economic interest in programs or other services that may seek funding from First 5 Orange County Children and Families Commission?

X No
☐ Yes Please explain

RESUME

Attach a current resume including educational and employment history and mail or email with membership application to: First 5 Orange County Children and Families Commission, 1505 East 17th Street, Suite 230, Santa Ana, CA 92705; email: First5OC@cfcoc.ocgov.com - Attention: Tiffany Alva by 3:00 p.m. on March 4, 2022.

Signature _____ Date 03/03/2022

YVETTE LAVERY, MPA, MBE

PROFESSIONAL EXPERIENCE

YL Consulting Tustin, CA
Principal Consultant September 2008 – Current

- Own and operate boutique Management and Political Consulting firm with non-profit, political and private sector clientele.
- Experienced in building organizations and coalitions from the ground up; including 501(c)(3)s, 501(c)(4)s, political committees, nonlegal entities and board development.
- Win rate of over 70% in highly competitive political and ballot issue elections since 2000.
- Expert spokesperson appearing in over 50 public forums and mainstream media broadcasts.
- American Association of Political Consultants 2018 *Top 40 Under 40 Political Consultant*.

CONSULTING HIGHLIGHTS (NOT EXHAUSTIVE):

Clinical Ethics Irvine, CA | Boston, MA

- Currently serve on the UCI Medical Ethics Committee (formerly the Carney Hospital Ethics Committee from 2018-2019) to review patient cases and make treatment plan recommendations for patient, family and care team.

Hispanic Leadership Fund Washington, DC

- Advised President on political strategies.
- Researched and analyze immigration policy positions of targeted congressional candidates, through developing a methodology to measure policy positions and compare them in a standardized manner; including creating database of raw data and producing a bi-annual report post election cycle.

Los Angeles County Business Federation Los Angeles, CA

- Served as Director of Marketing, Communications and Media Relations.
- Prepared advocacy tools for board members and assisted them with public policy projects and gaining media coverage.
- Managed organizational 10-year anniversary branding campaign; oversaw vendors, contracts and content.
- Managed media relations including securing coverage in Los Angeles Times, Sacramento Bee, Orange County Register, San Bernardino Sun and Riverside Press Enterprise.
- Managed promo campaign to boost annual event revenue and attendance by 25%.

Patients' Rights Action Fund Princeton, NJ

- Served as Founding Executive Director of national 501(c)4 education and advocacy human rights non-profit targeting healthcare legislation and ballot measures.

JOYA Scholars Fullerton, CA

- Wrote three successful private grant funding proposals to finance 10% of organization's operational budget.

United Ways of California / Orange County United Way Irvine, CA

- Initiated the first Orange County United Way public policy and advocacy program; included strategizing with CEO, VP and statewide partners to develop a United Way Public Policy Agenda and training executive leadership and board members in effective advocacy skills.
- Successfully lobbied California Republican Senate Caucus to approve tax legislation to continue Healthy Families program (California's Children's Health Insurance Program), which preserved health insurance coverage for hundreds of thousands of children in California.

California Police Chiefs Association Sacramento, CA
- Served as Finance Director and chief fundraiser for 2016 No on Proposition 64 campaign, reporting to Legislative Affairs Manager and Executive Director.
- Raised $1.6 million in less than seven months.

U.S. Department of Labor Washington, DC
- Analyzed and assessed efficacy of Registered Apprenticeship program based upon apprentice completion rates and employer return on investment using STATA; published and presented findings and recommendations.

Washington Hospitality Association Olympia, WA
- Served as senior strategist and lead campaign spokesperson for *Our Kids Before Politics* campaign in opposition to Initiative 1464 resulting in a win with 53% of the vote.
- Secured earned TV and print media throughout the state including Seattle Times.
- Secured over 80% of editorial board endorsements sought.

Bill Bryant for Governor Seattle, WA
- Served as Communications Director for 2016 primary election; including on-record spokesperson.

Massachusetts Against Doctor Prescribed Suicide- No on 2 Boston, MA
- Managed two ballot question committee organizations reporting to the board of directors.
- Executed 2012 statewide ballot referendum campaign to shift voters from 19% opposition to 51% opposition, resulting in a win, while staying 50% under budget.
- Built and managed cohesive coalition of hundreds of stakeholders across the state.
- Successfully engaged funders and secured donations from $500 to $350,000 each.

Curt Hagman for San Bernardino County Supervisor 2014 Chino, CA
- Served as Campaign Manager overseeing campaign operations, developed ground strategy and managed hundreds of campaign staff and volunteers.

David Hadley for State Assembly Torrance, CA
- Developed strategy and oversaw voter contact operations of top-targeted multi-million dollar race in 2014 cycle, resulting in the first victory in the area since 1994.
- Oversaw recruitment, training and supervision of over 65 staff members.

SolarCity San Francisco, CA
- Built diverse coalition of interest groups from across all political spectrums to oppose solar energy regulations and achieve desired California Public Utilities Commission ruling.
- Ghost wrote op-eds and recruited op-ed authors from atypical supporters; secured extensive earned media coverage by mainstream media outlets throughout California.

Healthy Smiles for Kids of Orange County Garden Grove, CA
Public Affairs Manager | Interim Fund Development and Special Events Manager August 2008; November 2008 – May 2009
- Advised Executive Director and board members on advocacy strategies to preserve CHIP and First 5 funding and helped establish relationships with key legislators and staffers.
- Oversaw external communications including brand protocol, media relations, government relations, donor relations, community relations and messaging.
- Oversaw Fund Development department (over $4 million organizational budget); including successful solicitation of individual and corporate donors up to $25,000; management of grants up to $2 million; and event planning and management.

First Five Service Corps Orange County, CA
AmeriCorps*VISTA July 2007 – August 2008
- Awarded service position in highly selective full-time Volunteer In Service To America program serving children 0-5 and their families living in poverty. Placements included: Healthy Smiles for Kids of Orange County, assigned to Dental Program for Children with Special Needs and American Academy of

Pediatrics, California Chapter 4, assigned to School Readiness Nurse Pilot Program

Orange County AmeriCorps Alliance Orange County, CA
AmeriCorps Member and Character Educator/Tutor September 2006 – June 2007

- Tutored children and taught character education curriculum for afterschool program at Project Access in Garden Grove and Anaheim.

Sprocket Media Los Angeles, CA
Account Executive January 2004 – July 2007

- Managed political clients and projects, including highly competitive special election campaign of John Campbell for Congress.

AWARD, RECOGNITIONS, FELLOWSHIPS AND SCHOLARSHIPS

American Association of Political Consultants *Top 40 Under 40* Awardee	2018
Sciences Po Graduate Merit Scholarship	2013, 2014
Segal AmeriCorps Education Award	2008
"Spirit of Volunteerism" Honoree, Orange County Register and OneOC (formerly the Volunteer Center)	2007
Anaheim Achieves Volunteers *Giving a Helping Hand* Honoree	2007
University of Southern California, San Gabriel Council of Governments & San Gabriel Valley Economic Partnership San Gabriel Valley Leadership 21 Fellow	2005 – 2006

AFFILIATIONS

Black Card Circle Foundation, *President, Board of Directors*	Las Vegas, NV
American Society for Bioethics and Humanities	Chicago, IL
American Association of Political Consultants	Washington, DC
University of Southern California Asian Pacific Alumni Association	Los Angeles, CA
AmeriCorps State and National | AmeriCorps*VISTA Alumna	Fullerton and Irvine, CA

EDUCATION

Harvard Medical School Boston, MA
Master of Bioethics

Institut d'études politiques de Paris (**Sciences Po**) Paris, France
Master of Public Affairs, Concentration in Human Security

University of Southern California Los Angeles, CA
Bachelor of Arts, Political Science

Mount San Antonio College Walnut, CA
Certificate, Child Development

CLERK OF THE BOARD

MEMORANDUM

RECEIVED
2022 FEB 10 PM 2:18
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

February 10, 2022

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Supervisor Fourth District

Subject: Children & Families Commission of Orange County (First 5)

Pursuant to Title 1, Division 2, Article 25, Section 1-2-335(2) of the County Ordinances, I hereby designate the following Supervisors to make nominations to the Board of Supervisors for the 2022 appointments to the Children & Families Commission of Orange County (First 5):

- Category 1 (Education): Supervisor Don Wagner
- Category 2 (Health): Supervisor Lisa Bartlett

Also, pursuant to that section, Supervisors Wagner and Bartlett will be ineligible to make nominations to the Board of Supervisors for next year's appointments to the Commission.

Additionally, pursuant to Section 1-2-335 (4), as the member of the Board serving on the Commission, I will also be making nominations to the Board for the additional rotating appointment, which is for Category 2 (Health) in 2022.

I also direct the Clerk of the Board to provide copies of the applications for the Children & Families Commission of Orange County (First 5) to Supervisors Wagner and Bartlett and me for review to enable them to present their nominations for appointment at the April 12th Board meeting.

DOUG CHAFFEE

ORANGE COUNTY BOARD OF SUPERVISORS
SUPERVISOR, FOURTH DISTRICT

ORANGE COUNTY HALL OF ADMINISTRATION
333 W. SANTA ANA BLVD.
PHONE (714)834-3440 FAX (714)834-2045
HTTP://BOS.OCGOV.COM/FOURTH

RECEIVED
2022 MAR 31 PM 4:17
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

March 31, 2022

Clerk of the Board:

Please see below, my nomination choices for Board appointments to the First 5, Orange County Children's and Families Commission:

- Ramin Baschshi, MD
- Marta M. Shinn, PhD

Thank you

Doug Chaffee
Chairman,
County of Orange, Board of Supervisors

MEMORANDUM

To: Clerk of the Board

From: Vice Chairman Donald P. Wagner, Third District

Date: April 4, 2022

RE: Recommendation for First 5 Children & Families Commission - Education Category

I would like to nominate Susan McClintic and Frank Donovan.

RECEIVED
2022 APR -4 PM 3:22
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Board of Supervisors

Memorandum

March 30, 2022

To: Clerk of the Board

From: Supervisor Lisa A. Bartlett, 5th District

Subject: Children & Families Commission of Orange County Commission Appointments

Clerk of the Board,

Regarding the Commission appointments to the Children and Families Commission of Orange County, I would like to nominate the following individuals for the Healthy Children & Early Intervention category:

- Dr. Coleen Cunningham
- Yvette Lavery

Respectfully,

Lisa A. Bartlett
Supervisor, Fifth District
County of Orange

RECEIVED
2022 MAR 31 AM 7:38
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Board of Supervisors

Memorandum

2022 APR -8 AM 11:25

April 8, 2022

To: Clerk of the Board

From: Supervisor Lisa Bartlett, 5th District

Subject: Appointment to Orange County Historical Commission

S42H

Please add the following item to the supplemental calendar for the April 12, 2022 Board meeting agenda. The title of the item should read:

Supervisor Bartlett:
Orange County Historical Commission – Appoint Bernie Svalstad, Corona del Mar, as Commissioner (District 5) for term of office concurrent with Supervisors term of office.

Supervisor Lisa Bartlett

Chairman Doug Chaffee

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):
Orange County Historical Commission

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

APPLICANT NAME AND RESIDENCE ADDRESS:

First Name	Middle Name	Last Name
Bernie	P	Svalstad

Street Address | City | State | Zip Code

Home Phone Number | Cell Phone Number

Email Address

CURRENT EMPLOYER: Self/BPNewport ,Inc

OCCUPATION/JOB TITLE: President

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ■ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: orange

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Corona del Mar Chamber of Commerce/exec Board	2003	2022/present
Harbor Cove Home owners/board of directors	jan/2021	present
Newport Beach Historical Society / President	Dec 2014	Present

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

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

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

□YES ■ NO

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

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

This can compliment my NB historical information preservatio

see attachment

DATE: 3/17/22 **APPLICANTS SIGNATURE:** _____

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5

□ All BOS □ BCC Contact Person Name _____

City of Newport Beach Proclamation

Whereas, Bernie Svalstad, a Newport Beach resident, local business owner and civic advocate since 1983, serve in a variety of volunteer leadership roles within the community of Newport Beach and successfully contributed to the strategic development of countless public programs; and

Whereas, Bernie Svalstad, was officially elected to the Advisory Board of Directors for the Corona del Mar Business Improvement District in 2004 and advanced to Chairman of the Board in 2006, where he remained in leadership for over fifteen years. Bernie successfully guided the organization through a variety of projects, including capital improvements, marketing programs, and financial objectives, contributing to the business environment and overall "Vision Plan" for the Corona del Mar Business District; and

Whereas, Bernie Svalstad, was elected in 2003 as Vice Chairman of the Board of Directors for the Corona del Mar Chamber of Commerce, taking an active role in the organization's strategic development, local events, and marketing programs. Bernie was appointed Chairman of Corona del Mar Chamber's Government and Community Affairs Committee, and for fourteen years has successfully led and moderated discussions on pertinent topics of local legislative and state affairs impacting the business and residential life in Corona del Mar;

Whereas, Bernie Svalstad, led the charge for both the Corona del Mar and Newport Beach Centennial Celebrations by organizing committees for fundraising, etc., to celebrate 100 years of City history. The CdM Centennial Plaza was developed in 2004, and the McFadden Square Legacy Project was completed in 2006 at the base of Newport Pier; and

Whereas, Bernie Svalstad, revitalized the Newport Beach Historical Society in 2014 by forming 501C3 for the purpose of preserving the rich history of Newport Beach. Under Bernie's leadership of the Board, the Newport Beach Historical Society has created a library and museum of the Balboa Peninsula and has secured funding through membership, sponsorship, and grants;

Now, Therefore, I, Brad Avery, Mayor of the City of Newport Beach, on behalf of the entire Newport Beach City Council, do hereby recognize Bernie Svalstad for his many years of service and dedication to the City of Newport Beach and community of Corona del Mar.

Dated this 22nd day of June 2021.

City of Newport Beach



Proclamation

WHEREAS, Bernie Svalstad, a Newport Beach resident, local business owner and civic advocate since 1983, served in a variety of volunteer leadership roles within the community of Newport Beach and successfully contributed to the strategic development of countless public programs; and

WHEREAS, Bernie Svalstad was officially elected to the Advisory Board of Directors for the Corona del Mar Business Improvement District in 2004 and advanced to Chairman of the Board in 2006 where he remained in leadership for over 15 years. Bernie successfully guided the organization through a variety of projects including capital improvements, marketing programs and financial objectives contributing to the business environment and overall "Vision Plan" for the Corona del Mar Business District; and

WHEREAS, Bernie Svalstad was elected in 2003 as Vice Chairman of the Board of Directors for the Corona del Mar Chamber of Commerce taking an active role in the Organization's strategic development, local events and membership programs. Bernie was appointed Chairman of Corona del Mar Chamber's Government and Community Affairs Committee and for 14 years has successfully led and moderated discussions on pertinent topics of local legislation and civic affairs concerning the business and residential life in Corona del Mar; and

WHEREAS, Bernie Svalstad lead the charge for both the Corona del Mar 2nd Newport Beach Centennial Celebrations by organizing committees to fundraise and build two memorial plazas to celebrate 100 years of city history. The CdM Centennial Plaza was completed in 2004 showcasing the town center clock tower, memorialized tiles, time capsule and landscaping. And the McFadden Square Legacy Project was completed in 2006 at the base of Newport Pier with the focal point of a bronze sculpture representative of our community; and

WHEREAS, Bernie Svalstad revitalized the Newport Beach Historical Society in 2014 by forming a 501c3 for the purpose of preserving the rich history of Newport Beach. Under Bernie's leadership of the Board, the Newport Historical Society has created a library and museum of the Balboa Peninsula and has secured funding through membership, sponsorships and grants.

NOW, THEREFORE, I, Brad Avery, Mayor of the City of Newport Beach, on behalf of the entire Newport Beach City Council, do hereby recognize

BERNIE SVALSTAD

for his many years of service and dedication to the City of Newport Beach and District of Corona del Mar.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Newport Beach to be affixed this 22nd day of June, 2021.

CITY OF NEWPORT BEACH CALIFORNIA

Brad Avery
Mayor

RECEIVED
2022 MAR 30 AM 9:49
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

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

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS-3
April 12, 2022

MEMORANDUM

March 28, 2022

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, April 12, 2022, 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: *Orange County Board of Education, Jade Ausmus v. Orange County Committee on School District Organization; Orange County Registrar of Voters, and Does 1-10*
> OCSC Case No.: 30-2022-01242499-CU-WM-CJC
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:jb

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

County Executive Office

Memorandum

March 31, 2022

To: Clerk of the Board of Supervisors

From: on behalf of
Colette Farnes, Chief Human Resources Officer

Concur: Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.03.31 16:29:22 -07'00'
Frank Kim, County Executive Officer

Subject: Request for a Supplemental Closed Session for April 12, 2022

RECEIVED
2022 MAR 31 PM 4:48
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

SCS4

For the April 12, 2022 meeting with the Board of Supervisors, the Human Resource Services Department requests that a closed session regarding interviews for the appointment of a public employee be added to the supplemental agenda:

Accordingly, please prepare the Agenda item to read:

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

Title: John Wayne Airport Director

RECOMMENDED ACTION: Conduct Closed Session.

Thank you.

cc: Members, Board of Supervisors
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-5
April 12, 2022

MEMORANDUM

RECEIVED
2022 APR -6 PM 2:33
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

April 6, 2022

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, April 12, 2022, 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: *Orange County Catholic Worker, et al. v. County of Orange, et al.*, United States District Court Case No. 8:18-cv-00155-DOC-(JDEx). *David Ramirez, et al. v. County of Orange,* United States District Court Case No. 8:18-cv-0220-DOC-(KESx).
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:jb

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