ORANGE COUNTY BOARD OF SUPERVISORS

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

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

No new supplemental items will be added to the agenda following close of business on Friday.

April 26, 2022

CONSENT

1. Continued to 5/10/22, 9:30 a.m.

DISCUSSION

19. Continued to 5/10/22, 9:30 a.m.

20. Continued to 5/10/22, 9:30 a.m.

22. Continued to 5/10/22, 9:30 a.m.

41. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted *by Health Care Agency, Sheriff-Coroner and Registrar of Voters and retroactive grant application/award submitted by OC Community Resources* in 4/26/22 grant report and other actions as recommended*; adopt resolution approving State of California Standard agreement 18G30130 AMDT. #02 for voting system replacement activities; and authorize Registrar of Voters or designee to execute agreement, related documents and make non-monetary and non-material changes under certain conditions* - All Districts

44. Revised Title to read:
County Executive Office - Approve FY 2021-22 April Budget Update report; approve related budget adjustments; direct Auditor-Controller to modify purpose of Santa Ana Regional Center Lease Conveyance, Fund 102; approve addition of events to FY 2021-22 and FY 2022-23 County Event Calendar and make related findings per Government Code Section 26227; authorize Auditor-Controller to make related payments; approve County Executive Office and Health Care Agency reorganization for Office of Care Coordination, effective 7/1/22; authorize County Executive Officer or designee to execute or amend changes to Office of Care Coordination service contracts; approve OC Public Works and John Wayne Airport reorganization for Maintenance and Facility Development Division, effective 7/1/22; authorize OC Public Works Director or designee to execute or amend changes to Maintenance and Facilities Development Divisions service contracts; approve County Executive Office recommended uses of American Rescue Plan Act funds; amend master position control; adjust pay grade and set recruiting step for Psychiatrist, effective 5/6/22; approve and adopt revised "C" Salary Schedule, effective 5/6/22; approve revised title descriptions and classification specifications for Animal Care Officer Trainee, Animal Care Officer, Senior Animal Care Officer and Supervising Animal Care Officer, effective 5/6/22; approve and adopt the Side Letter Agreements with the Orange County Employees Association, effective 5/6/22 and make related findings; *approve use of $2 million from First District's allocation of American Rescue Plan Act finding for nutrition gap program services; and authorize OC Community Resources Director or designee to execute amendment to contract MA-012-21011525 with Viet America Society, 6/1/22 - 5/31/23 ($2,000,000; cumulative total $4,000,000)* – All Districts (R.A. 1 requires 4/5 vote of members present)

47. Continued to 5/10/22, 9:30 a.m.

Document last updated: 4/26/2022 8:15 AM

ORANGE COUNTY BOARD OF SUPERVISORS

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

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48. Continued to 5/10/22, 9:30 a.m.

PUBLIC HEARING

49. Revised Title to read:
OC Community Resources - Acting as the Board of Supervisors - Public Hearing to consider approving FY 2022-23 Annual Action Plan; approve Federal allocation of U.S. Department of Housing and Urban Development new, reprogramed and program income Community Development Block Grant, HOME Investment Partnership Act, Emergency Solutions Grant funds and State and Local funds ($5,436,105); approve providers, projects and renewals with various providers for public services, housing rehabilitation and public facilities and improvement activities; authorize OC Community Resources Director or designee to sign and submit all contracts and ministerial administrative documents for implementation to U.S. Department of Housing and Urban Development and to exercise cost contingency increase not to exceed 10% under certain conditions; designate Director of Housing and Community Development or designee to act as a certifying officer under certain conditions; *approve retroactive amendment 2 to extend Community Center Management Agreement with Abrazar, Inc. for operation of Midway City Community Center, 5/1/20 - 6/30/24; and authorize OC Community Resources Director or designee to execute amendment and related documents;* **Acting as the Board of Supervisors and Board of Commissioners to Orange County Housing Authority -** Authorize Director or designee to utilize up to$100,000 in federal HOME Investment Partnerships program funds and/or Operating Reserve funds, in Fiscal Year 2022-23 to fund tenant-based rental assistance activities to be performed by Orange County Housing Authority and return to the Board to approve future annual allocations - All Districts

CLOSED SESSION

CS-1. Revised Title to read:
County Executive Office - CONFERENCE WITH LABOR NEGOTIATOR – Pursuant to Government Code Section ~~54957(b)~~ *54957.6*:
Agency Negotiator: Colette Farnes
Employee Organizations: Unrepresented Employees
RE: Terms and conditions of employment

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

Items: 19, 41, 44, 49 and CS-1

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

S48A. **Chairman Chaffee -** Approve addition of JOYA Scholars' Grad Celebration & Fundraiser to County Events Calendar and make related findings per Government Code Section 26227

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*.

S48B. Revised Tittle to read:
Vice Chairman Wagner and Supervisor Do - Approve amendment to Rule 16 of ~~Board's~~ *Board of Supervisors* Rules of Procedure ~~and Policy to ensure Supervisorial District integrity~~ *incorporating Board's current BCC template rule on nominees residing in their nominating Supervisors' districts; adopt resolution directing all County resources within Board's budgetary authority requested, directed or organized by an individual member of the Board to be used or expended within that member's current Supervisorial district, in accordance with Orange County Ordinance 21-013 unless Supervisor representing district provides written consent; directing Auditor-Controller to withhold payments for any goods or services sought to be procured by, or at the direction of a member of the Board that are not in compliance; for events held inconsistent with adopted Policy regarding Supervisorial District Integrity, direct County Executive Officer and County departments to request location, scheduled date, and identity of any recipients or vendors prior to agendizing that item, sponsorship or community on County Events Calendar for Board approval; events already scheduled and paid for prior to redistricting shall be promoted only under district supervisor's name or "the County of Orange"*

S48C. **County Executive Office** - Reappoint Leon J. Page as County Counsel; approve amendment 3 to agreement for Employment of County Counsel, effective 4/26/22 ($286,848 annual salary with total compensation $455,820 including benefits) - All Districts

S48D. **County Executive Office** - Reappoint Agripino Alonso as Internal Audit Director; approve amendment 1 to agreement for Employment of Internal Audit Director, effective 4/8/22 ($226,428 annual salary with total compensation $371,784 including benefits) - All Districts

S48E. **Supervisor Bartlett** - Approve addition of annual Family Assistance Ministries Mission Possible on May 20, 2022 to County Events Calendar and make related findings per Government Code Section 26227

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

Continuation or Deletion Request

Katrina Foley

Date: **April 26, 2022**

To: Clerk of the Board of Supervisors

From: **Supervisor Katrina Foley**

Re: ASR Control #: NA, Meeting Date 4-26-22 Agenda Item No. # 1

Subject: **Continuation of Item #1**

☒ Request to continue Agenda Item No. # 1 to the 5-10-22 Board Meeting.

Comments: Supervisor Foley will not be present at today's meeting.

☐ Request deletion of Agenda Item No. # ______

Comments:

RECEIVED
2022 APR 26 AM 8:07
CLERK OF THE BOARD

Revision to ASR and/or Attachments

RECEIVED
2022 APR 21 PM 4:49
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Date:	**April 21, 2022**
To:	Clerk of the Board of Supervisors
CC:	County Executive Office
From:	**Clayton Chau, Agency Director, Health Care Agency**
Re:	ASR Control #: 21-001049, Meeting Date 4/26/22 , Item No. # 19
Subject:	Renewal Amendment No. 5 for Recovery Residence Service

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.04.21 16:11:50 -07'00'

Explanation:

The Health Care Agency would like to update the following:

☒ Revised Recommended Action(s)

Remove Recommended Action #8

8. ~~Authorize the County Procurement Officer or Deputized designee to execute individual Contracts with various providers as needed throughout the term of the Master Agreement.~~

☒ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary ☐ Financial Impact

Remove second to last paragraph in Background Information

~~HCA requests the authority to add new providers or locations without returning to the Board for approval as referenced in the Recommended Actions. Returning to the Board for approval of new providers may result in a delay that would compromise critical bed availability. The ability to add new, qualified providers is time sensitive due to the instability and needs of the at-risk population served under the Master Agreement.~~

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

Continuation or Deletion Request

Date: **April 19, 2022**

To: Clerk of the Board of Supervisors

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

Re: ASR Control #: 21-001049, Meeting Date 4/26/22 Agenda Item No. # 19

Subject: **Renewal Amendment No. 5 for Recovery Residence Services**

☒ Request to continue Agenda Item No. # 19 to the 5/10/22 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # ______

Comments:

Continuation or Deletion Request

Date: **April 19, 2022**

To: Clerk of the Board of Supervisors

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

Re: ASR Control #: 21-001085, Meeting Date 4/26/22 Agenda Item No. # 20

Subject: **Renewal Amendment No. 6 for School-Based Behavioral Health Intervention Services**

☒ Request to continue Agenda Item No. # 20 to the 5/10/22 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # ______

Comments:

Continuation or Deletion Request

Date: **April 19, 2022**

To: Clerk of the Board of Supervisors

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

Re: ASR Control #: 22-000021, Meeting Date 4/26/22 Agenda Item No. # 22

Subject: **Drug Medi-Cal and Non-DMC Narcotic Replacement Therapy Treatment Services**

☒ Request to continue Agenda Item No. # 22 to the 5/10/22 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # ______

Comments:

Agenda Item

AGENDA STAFF REPORT

41

ASR Control 21-001122

MEETING DATE:	04/26/22
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 Retroactive Grant Application – OC Community Resources – Join California for All Animals – $5,000
2.	Approve Grant Application – Health Care Agency – Strengthening Civil Surgeon Capacity to Improve Latent Tuberculosis Infection (LTBI) – $244,000
3.	Approve Grant Application – Health Care Agency – Family Homelessness Challenge – $1,500,000
4.	Approve Grant Award – Health Care Agency – Encampment Resolution Funding (ERF) Program – $3,627,030
5.	Approve Grant Application – Sheriff Coroner – Law Enforcement Mental Health and Wellness Act – $425,000
6.	Approve Grant Application – Sheriff Coroner – Boating Safety and Enforcement Equipment (BSEE) – $150,000

7.	Adopt Resolution – Registrar of Voters – Voting System Replacement
8.	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 - ROV Voting System Replacement Resolution

Grants Report

DRAFT

County Executive Office/Legislative Affairs

April 26, 2022
Item No: 41

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 26, 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 Retroactive Grant Application – OC Community Resources – Join California for All Animals – $5,000
2. Approve Grant Application – Health Care Agency – Strengthening Civil Surgeon Capacity to Improve Latent Tuberculosis Infection (LTBI) – $244,000
3. Approve Grant Application – Health Care Agency – Family Homelessness Challenge – $1,500,000
4. Approve Grant Award – Health Care Agency – Encampment Resolution Funding (ERF) Program – $3,627,030
5. Approve Grant Application – Sheriff Coroner – Law Enforcement Mental Health and Wellness Act – $425,000
6. Approve Grant Application – Sheriff Coroner – Boating Safety and Enforcement Equipment (BSEE) – $150,000
7. Adopt Resolution – Registrar of Voters – Voting System Replacement
8. 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
OC Community Resources
Our Community. Our Commitment.

Grant Retroactive Memorandum

Date: **4/18/2022**

To: **County Executive Office**

From: **Cymantha Atkinson, Assistant Director of OC Community Resources**

Re: **CALFORALLANIMALS Grant**

Subject: **Request to Approve Retroactive Grant Application**

OC Community Resources/OC Animal Care (OCCR/OCAC) received an invitation to apply for a Welcome Grant through CALFORALLANIMALS. This is a state-funded initiative made possible in 2021 when Governor Newsom signed budget legislation that included $45 million in one-time support for a statewide Animal Shelter Assistance Program, an augmentation to $5 million earmarked earlier in 2021. This initiative is being administered by the Koret Shelter Medicine Program at the UC Davis Center for Companion Animal Health. All municipal animal shelters in California are eligible to apply for this grant.

This program emphasizes Governor Newsom's commitment to help California communities realize the state's long-held policy that no adoptable animal should be euthanized. Eligible shelters will receive $5,000 upon grant approval. Information required to apply for this grant is attached and was submitted March 30, 2022, via an online application through: https://www.californiaforallanimals.com/grants/welcome-grants/.

Accordingly, OCCR/OCAC is requesting that the CEO accept this retroactive grant application and approve the acceptance of the grant.

Cymantha Atkinson, Assistant Director
OC Community Resources

4/19/22
Date

Approved:

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.04.19 15:56:03 -07'00'

Frank Kim, County Executive Officer
County Executive Office

4/19/22
Date:

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	4/18/2022
Requesting Agency/Department:	OC Community Resources/OC Animal Care
Grant Name and Project Title:	"Join California for All Animals"
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 / UC Davis Koret Shelter Medicine Program
Application Amount Requested:	$5,000
Application Due Date:	March 31, 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? 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:	N/A
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Allocation of State of California funds open to all municipal shelters, but requiring a grant application
County Match?	Yes ☐ Amount__ % No ☒ not required
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.
Grant funds will support OC Animal Care's animal lifesaving and animal enrichment efforts, including but not limited to the purchase of prescription animal food, pharmaceuticals, bedding, toys.	
Board Resolution Required? (Please attach document to eForm)	Yes ☐ No ☒
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	N/A
Recommended Action/Special Instructions (Please specify below)	
Retroactively authorize the OC Community Resources Director or designee to apply for a State of California/ UC Davis Koret Shelter Medicine Program, "Join California for all animals" Grant and to sign all documents required for participation in the program.	
Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Dylan Wright, Director, OC Community Resources (714) 480-2788 Dylan.wright@occr.ocgov.com Monica Schmidt, Assistant Director, OC Animal Care (714) 796-6444; monica.schmidt@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: N/A
Dylan Wright, Director, OC Community Resources (714) 480-2788 Dylan.wright@occr.ocgov.com	

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	April 13, 2022
Requesting Agency/Department:	Health Care Agency / Public Health Clinical Services
Grant Name and Project Title:	Strengthening Civil Surgeon's Capacity to Improve LTBI Surveillance and Outcomes Among Status Adjusters
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), Tuberculosis Control Branch (TBCB)
Application Amount Requested:	$244,000
Application Due Date:	4/29/2022
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:	N/A
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain: Formula Based
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?	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 Centers for Disease Control and Prevention released a Notice of Funding Opportunity (NOFO) with the goal of strengthening civil surgeon capacity to improve latent tuberculosis infection (LTBI) surveillance and outcomes. The NOFO aims to improve Public Health surveillance of LTBI among status adjusters and improve linkage to LTBI care and treatment through the health department's collaboration with civil surgeons. Status adjustors are non-citizens residing in the US on temporary visas who are applying for legal permanent residency. Civil surgeons are physicians who complete the required medical exam for status adjusters.

In 2021, Orange County reported 138 cases of active tuberculosis (TB) disease with a case rate of 4.4 per 100,000 population that is nearly double the case rate in the United States. Non-U.S. born persons continue to be disproportionately affected by TB and of the 138 Orange County TB cases, 120 (87.0%) were non-U.S. born. It is estimated that one in six non-U.S. born persons have LTBI. Since status adjusters are non-U.S. born, they are at higher risk for LTBI and development of TB disease. Improving awareness and linkage to LTBI treatment among status adjusters population is an important disease prevention opportunity. Funding received for this grant will be used to provide support for existing personnel in Pulmonary Disease Services.

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

Recommended Action/Special Instructions (Please specify below)
The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to apply for this grant award and delegate authority to the Health Care Agency Director, or designee, to sign all necessary documents required for the submission of the application.

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

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	April 26, 2022
Requesting Agency/Department:	Health Care Agency Office of Care Coordination
Grant Name and Project Title:	Family Homelessness Challenge Grant, Round 1 (FHC-1)
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 Business, Consumer Services and Housing Agency California Interagency Council on Homelessness (Cal ICH)
Application Amount Requested:	$1,500,000
Application Due Date:	April 30, 2022
Board Date when Board Approved this Application:	Not applicable
Awarded Funding Amount:	Not applicable
Notification Date of Funding Award:	Not applicable
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:	Not applicable
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount: No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	Not applicable
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 California Interagency Council on Homelessness (Cal ICH) was created in 2017 to oversee the implementation of Housing First policies, guidelines, and regulations to reduce the prevalence and duration of homelessness in California. Cal ICH's mission is to develop policies and to identify and coordinate resources, benefits, and services to prevent and work toward ending homelessness in California. Under Chapter 8 of Part 1 of Division 31 of the California Health and Safety Code (sections 50255 et seq.), the Family Homelessness Challenge Grant, Round 1 (FHC-1) was established for the purpose of providing one-time grants and technical assistance to local jurisdictions and continuums of care (CoC) to address and end family homelessness. FHC-1 makes $15 million available, and awards will be determined through a competitive Request for Applications (RFA) process. Grantees that are awarded, remain in compliance with FHC-1 requirements and demonstrate reasonable, sufficient progress toward their self-identified, prioritized objective may apply for the second round of grant funding.

On March 1, 2022, Cal ICH announced the FHC-1 RFA. The deadline to submit the completed grant application is on or before April 30, 2022, and Cal ICH expects notice of intent to award determinations will be announced no later than June 29, 2022.

The County of Orange Health Care Agency (HCA) will be submitting an application in response to the FHC-1 RFA. The HCA is bringing the application authorization to the Board of Supervisors (Board) for approval and will bring back to the Board for approval any award agreement received after the application submission. HCA's application will support the goals and objectives set forth by the ICH, to address and end family homelessness by making families' homelessness brief and one-time. The application will focus on Homelessness Prevention and Shelter Diversion efforts to serve families who have lost housing and are experiencing homelessness, including sleeping outside, or facing imminent entry into emergency shelter or transitional housing; as well as serving families who are at-risk of losing their housing and experiencing housing instability, prioritizing families who were previously experiencing homelessness.

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)

1. Authorize the Health Care Agency to submit a grant application to the California Interagency Council on Homelessness for the Family Homelessness Challenge Grant, Round 1 (FHC-1) Program funds in the amount of $1,500,000.

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

Douglas Becht
Director
Office of Care Coordination
DBecht@ochca.com
(714) 834-5000

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:

Douglas Becht
Director, Office of Care Coordination

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	April 26, 2022		
Requesting Agency/Department:	Health Care Agency Office of Care Coordination		
Grant Name and Project Title:	Encampment Resolution Funding (ERF) Program		
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 Business, Consumer Services and Housing (BCSH) Agency Homeless Coordinating and Financing Council (HCFC)		
Application Amount Requested:	$3,627,030		
Application Due Date:	December 31, 2021		
Board Date when Board Approved this Application:	January 25, 2022		
Awarded Funding Amount:	$3,627,030		
Notification Date of Funding Award:	April 8, 2022		
Is this an Authorized Retroactive Grant Application/Award? (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:	Not applicable		
Does this grant require CEQA findings?	Yes ☐		No ☒
What Type of Grant is this?	Competitive ☒		Other Type ☐ Explain:
County Match?	Yes ☐ Amount:		No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	Not applicable		
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 funds must be used to support innovative and replicable efforts to resolve critical encampment concerns. This includes supporting individuals in accessing supportive services and safe and stable housing in a coordinated approach to address and resolve unsheltered homelessness at encampments. Additionally, the funds can be used to implement a sustainable restoration of public spaces to their intended uses while safeguarding the needs of unhoused people.

The funds will be used to support the goals and objectives set forth by HCFC, including funding activities for direct services and housing options such as street outreach and engagement, housing navigation, and provision of interim and permanent housing; capacity building to enhance service coordination efforts, cross-system partnerships, and culturally specific workforce development; and sustainable outcomes for the population served and restoration of encampment sites.

The funds will also be used to support Talbert Park to ensure the encampment is resolved and return the area of the encampment to its natural habitat as well as ongoing outreach support with connection to services in partnership with both the City of Costa Mesa and OC Parks. The funds will provide dedicated support to meet the needs of

those experiencing homelessness within Talbert Park and provide ongoing support to readily connect individuals to shelters, housing and supportive services. The agreement contains an indemnification provision that is different from County's standard indemnification provision and Risk Management has reviewed and approved the variant indemnification provision.		
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 request that the Board of Supervisors approve the Recommended Action authorizing the Agency to accept this grant award for $3,627,030, for the term through June 30, 2024, and delegate authority to HCA director, or designee, to execute the Grant Agreement and any forms needed for this grant.		
Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.	
Douglas Becht Director Office of Care Coordination DBecht@ochca.com (714) 834-5000		
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:	
Douglas Becht Director, Office of Care Coordination		

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

Massoud Shamel | Massoud Shamel, Deputy County Counsel

Print Name | Title

DocuSigned by:
Massoud Shamel
79055CA571A94F8...

4/18/2022

Signature | Date

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	April 14, 2022
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	Law Enforcement Mental Health and Wellness Act (LEMHWA) Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	The U.S Department of Justice, Office of Community Oriented Policing Services (COPS) Grant Program
Application Amount Requested:	$425,000
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:	N/A
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
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 on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) is a competitive grant program designed to provide funding directly to the Law Enforcement Mental Health and Wellness Act (LEMHWA). The LEMHWA was signed into law on January 10, 2018, recognizing that law enforcement agencies need and deserve support in their ongoing efforts to protect their employees' mental health and well-being. The goal of this grant is for law enforcement officers to be in good mental and psychological health because it is just as essential as good physical health for officers to be effective in keeping our country and our communities safe from crime and violence.

The LEMHWA is to improve the delivery of and access to mental health and wellness services for law enforcement through peer support, training, family resources, suicide prevention, and other promising practices for wellness programs that will improve the skills and abilities of law enforcement.

The LEMHWA program has the Implementation Project and the National Level Training and Technical Assistance solicitations. The Implementation Project aims to implement new or enhanced programs that offer

training and services on officer emotional and mental health, peer mentoring, suicide prevention, stress reduction, and support services for officers and their families. The National Level Training and Technical Assistance have two subcategories, (1) National Peer Support Training Program and (2) LEMHWA Implementation Technical Assistance and Resources. This solicitation aims to support training, resources, and technical assistance efforts to help build knowledge and the capacity of the state, local, tribal, and territorial law enforcement agencies seeking to implement mental health and wellness initiatives within their agencies. The Orange County Sheriff-Coroner Department Peer Support Team (PST) supports and refers members and family members to resources and assistance during difficult times in their professional and personal lives. Additionally, our PST supports other County law enforcement agencies and works in cooperation with the Orange County Association of Peer Supporters (OCAPS) to mitigate trauma in the aftermath of an incident that impacts law enforcement personnel and the community. Therefore, providing our department with funds would allow us the opportunity to continue to help our officers in need and provide regional support, training, advisement, response, and resources in the aftermath of a critical incident or traumatic loss impacting law enforcement professionals and family members in the Orange County and surrounding areas. Successful applicants will be funded for a two-year cycle, commencing on September 1, 2022, and ending on August 31, 2024. If awarded, the Sheriff-Coroner Department intends to use the grant funding to provide support, training, and services to officers' emotional and mental health, including suicide prevention efforts, peer support, and family support services. In addition, the department plans to use the funds on informational materials that benefit other law enforcement agencies. If the application is approved, the Sheriff will return to the Board of Supervisors for approval to receive the award.

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 Sheriff-Coroner or designee to sign all necessary application documents required for submitting the application to the Community Oriented Policing Services (COPS) Office.

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:

Administrative Manager Richard Sanchez - RSanchez@ocsheriff.gov (714) 834-5110

Grant Specialist Miriam Torrez - MTorrez@ocsheriff.gov (714) 834-4347

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	April 19, 2022
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	Boating Safety and Enforcement Equipment (BSEE) Grant Program
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:	$150,000
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:	2017: $ 50,000 2018: $100,000 2019: $ 40,860 2020: $ 40,000 The department did not get awarded for fiscal years 2017- 2019. However, in 2020 the department was awarded $40,000.
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 Division of Boating and Waterways (DBW) receives funding for the Boating Safety and Enforcement Equipment (BSEE) program from the U.S. Coast Guard Recreational Boating Safety (RSB) grant program. The BSEE grant program aims to offer grants to local government agencies that provide boating safety and law enforcement services and demonstrate a need for assistance to purchase related equipment. The grant funding can purchase law enforcement patrol boats, marine patrol equipment, rescue watercraft, search and rescue equipment, dive gear, and patrol boat engines, either new, repowers, or replacements.

The Orange County Sherriff's Department, Harbor Patrol Bureau, provides around-the-clock services to the citizens of Orange County, its 42 miles of coastline, and within the county's three significant harbors at Newport Beach, Sunset-Huntington, and Dana Point. Our law enforcement responsibility is to monitor vessel traffic for

municipal, county, and state violations and conduct boater education to ensure the community's safety. In addition, the harbor Patrol Bureau works closely with local and federal government agencies, sharing information for the detection and prevention of suspected acts of terrorism. The Harbor Patrol Bureau's fleet consists of six fully equipped fireboats and ten patrol boats that consist of multiple configurations and capabilities to meet the demands of day-to-day operations. The OCSD Harbor Patrol Bureau provides immediate aid and lifesaving assistance to those in distress or imminent danger. It is imperative to officer safety to give the deputies the ability to navigate safely within the harbors and along the county coastline. Therefore, providing our officers with safety gear and other equipment would allow us more opportunities to safely deliver the underwater search and recovery services for the varied duties of evidence and body recoveries, boating accident investigation on sunken or damaged vessels, and emergency inspections. Successful applicants will be funded for a one-year cycle, commencing on October 1, 2022, and ending on September 30, 2023. The Sheriff-Coroner Department intends to use the grant funding to purchase boating safety equipment such as advanced electronics, vests, eye protection, and knives. If the application is approved, the Sheriff will return to the Board of Supervisors for approval to receive the award. The Sheriff will also request approval for a grant resolution addressing the grant's requirements.

Board Resolution Required? (Please attach document to eForm)	Yes ☐ No ☒
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	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.	
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:
Jeffry Tucker, Sergeant jjtucker@ocsheriff.gov (714) 833-4919 Miriam Torrez, Grant Specialist MTorrez@ocsheriff.gov (714) 834-4347	

☐ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	04/26/2022
Requesting Agency/Department:	Registrar of Voters
Grant Name and Project Title:	Voting System Replacement
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Secretary of State
Application Amount Requested:	$16,166,888.70
Application Due Date:	May 1, 2022
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	$16,166,888.70
Notification Date of Funding Award:	12/17/2019
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☐ Other ☒ Explain: Amended Term
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Allocation
County Match?	Yes ☒ Amount_Dollar for Dollar__ or ______ % No ☐ Revised to be 3:1 75% state matching
How will the County Match be Fulfilled? (Please include the specific budget)	Registrar of Voters has required funding identified in their current budget.
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 purpose of the funds is to provide the County of Orange with state funding, for replacement of existing, decertified voting equipment. Examples of reimbursements are for; new voting systems, electronic poll books, ballot on demand, vote by mail ballot drop boxes, remote accessible vote by mail systems, telecommunication technologies to facilitate electronic connection for the purposes of voter registration, between polling places, vote centers and the office of the county elections official and the Secretary of State's office, and vote by mail ballot sorting and processing equipment.

The Registrar of Voters has received a total of $16,166,888.70 in grant funding for Voting System Replacement. The last installment of this award was received 12/17/2019. The California Secretary of State (SOS) is requiring an updated Board Resolution to extend the term of the agreement. No new funds have been received.

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

Recommended Action/Special Instructions (Please specify below)	
Adopt updated Resolution	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Kim Hostler (714) 567-5107, Kimberly.hostler@ocvote.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:
Bob Page	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
April 24, 2022

WHEREAS, the California Secretary of State has appropriated funding for Voting System Replacement; and

WHEREAS, the California Secretary of State has made $9,823,000 in dollar for dollar State match funding available to the County for voting system replacement activities; and

WHEREAS, the California Secretary of State has made an additional $6,343,888 in dollar for dollar State match funding available to the County for voting system replacement activities; and

WHEREAS, the California Secretary of State has extended the agreement term to December 31, 2024, for voting system replacement activities; and

WHEREAS, procedures established by the California Secretary of State require the County to authorize by resolution, the execution of agreements to obtain funding before submission of said agreements to the California Secretary of State.

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

1. Approve State of California Standard Agreement No. 18G30130 AMDT. #02 providing a term extension to December 31, 2024 for State funds for voting system replacement activities and authorize the Registrar of Voters or his designee to execute the agreement.

2. Authorize the Registrar of Voters or his designee to make non-monetary and non-material changes to State of California Standard Agreement No. 18G30130 AMDT. #02 without further Board action.

3. Authorize the Registrar of Voters, or his designee, as an agent to conduct all negotiations with and sign and submit all documents, including, but not limited to applications, agreements, amendments and payment requests, to the California Secretary of State, which are necessary for the completion of the aforementioned project.

Revision to ASR and/or Attachments

Date: **4/22/2022**

To: Clerk of the Board of Supervisors

CC: County Executive Office

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

Re: ASR Control #: 22-000253, Meeting Date 04/26/22, Item No. # 44

Subject: FY 2021-22 April Budget Update

Explanation:

CEO Budget requests the addition of page 7a detailing the current approved and CEO recommended uses of American Rescue Plan Act (ARPA) funding in anticipation of the receipt of the second tranche by fiscal year-end, with no changes to the projected amount. Request to add Recommended Action #15.

☒ Revised Recommended Action(s)

15. Approve use of $2 million from First District's allocation of American Rescue Plan Act funding, for nutrition gap program services and authorize the OC Community Resources Director or designee to execute amendment to extend contract with Viet America Society (MA-012-21011525) in an amount not to exceed $2 million effective June 1, 2022, through May 31, 2023, for a revised cumulative total amount not to exceed $4 million.

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

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

Attachment A – FY 2021-22 April Budget Report - add page 12 of 50 and replace page 14 of 50.

American Rescue Plan Act (ARPA)

The following tables describe the allocation and CEO recommended uses of the County's $308.4 million **first tranche** ARPA funds received in FY 2020-21 and $308.4 million **second tranche** APRA funds expected to be received in FY 2021-22:

Board Approved Use of First Tranche	**Amount ($)**
Revenue Loss (of $326.5M Year 1 calculated Revenue Loss)	276,738,312
Meal Gap Program	10,000,000
Economic Support to Arts-Related and Non-profits	5,000,000
Countywide Emergency Paid Sick Leave	13,904,178
Workers' Compensation	2,777,982
Total Board Approved Use of First Tranche	**308,420,472**

Board Approved Use of First Tranche Revenue Loss	**Amount ($)**
Departments FY 20-21 COVID-19 Response	8,968,846
FY 21-22 Restore Augmentations	39,905,210
Departments FY 21-22 COVID-19 Response	21,239,754
Departments FY 22-23 COVID-19 Response	4,100,281
Veterans Cemetery	20,000,000
Supportive Services/Landlord Incentives-Emergency Housing Vouchers	9,214,861
Bridge Digital Divide-Tech Solutions for Seniors	2,454,800
Restore Voluntary Incentive Program Deleted Positions	3,954,401
HCA EMS, AOC, Warehouse, Public Health Lab	75,000,000
Be Well 2	40,000,000
OCIT: Remote Workspace Delivery – Virtual Desktop Infrastructure	1,930,000
OCIT: Virtual Private Network (VPN) Solution Expansion	445,000
OC Hunger Alliance (Emergency food to address immediate needs and food & water storage equipment to aid in event of a disaster or emergency)	5,000,000
OC Human Relations Council (enhancement and expansion of anti-hate work)	1,000,000
The Illumination Foundation (Temporary isolation shelter services)	3,759,054
FY 21-22 Mid-Year/FY 22-23 Budget/Strategic Priorities/Workers' Compensation	14,766,105
District Priorities/Projects ($5M per District)	25,000,000
Total Board Approved Use of First Tranche Revenue Loss	**276,738,312**

CEO Recommended Use of Second Tranche	**Amount ($)**
Year 1 ($50M) and Year 2 ($273M) Revenue Loss	306,512,719
FY 22-23 Workers' Compensation	1,907,753
Total CEO Recommended Use of Second Tranche	**308,420,472**

CEO Recommended Use of Second Tranche Revenue Loss	**Amount ($)**
FY 22-23/Future Years COVID-19 Response	110,000,000
Future Budgets/OC CARES/Strategic Priorities	57,512,719
Juvenile Campus	60,000,000
Housing (Match Requirements/Landlord Incentives)	27,000,000
OC CARES/Coordinated Case Management/Homelessness	27,000,000
District Priorities/Projects ($5M per District)	25,000,000
Total CEO Recommended Use of Second Tranche Revenue Loss	**306,512,719**

or $924,786 to Riverside County upon receipt of a Payment Request Form from OC Public Works. Should the Department of Water Resources adjust the amount of the net proceeds, direct Auditor-Controller to make the payments based on the Board-approved percentage allocation.

5. Approve the County Executive Office and Health Care Agency reorganization for the Office of Care Coordination, effective July 1, 2022, in accordance with County Administrative Procedure 0112-04 for Organizational Changes.

6. Authorize the County Executive Officer or designee to execute or amend non-financial, documents and/or changes related to the current Office of Care Coordination associated service contracts.

7. Approve the OC Public Works and John Wayne Airport reorganization for the Maintenance and Facility Development Divisions, effective July 1, 2022, in accordance with County Administrative Procedure 0112-04 for Organizational Changes.

8. Authorize the OC Public Works Director or designee to execute or amend non-financial, documents and/or changes related to the current Maintenance and Facilities Development Divisions associated service contracts.

9. Approve the County Executive Office recommended uses of American Rescue Plan Act funds, as detailed in the Budget Issues section.

10. Direct County Executive Office Human Resource Services to amend the master position control, subject to final classification review, and add one Deputy Attorney IV (Title Code 2336AY), for the Office of the District Attorney – Public Administrator, Budget Control 026, effective upon Board of Supervisors approval.

Note: Recommended Actions eleven through fourteen, related to position maintenance studies, begin on page 15 of this document.

15. Approve use of $2 million from First District's allocation of American Rescue Plan Act funding, for nutrition gap program services and authorize the OC Community Resources Director or designee to execute amendment to extend contract with Viet America Society (MA-012-21011525) in an amount not to exceed $2 million effective June 1, 2022 through May 31, 2023, for a revised cumulative total amount not to exceed $4 million.

Continuation or Deletion Request

Date: **April 25, 2022**

To: Clerk of the Board of Supervisors

From: **Supervisor Katrina Foley** NA for KF

Re: ASR Control #: N/A, Meeting Date 4-26-22 Agenda Item No. # 47

Subject:

☒ Request to continue Agenda Item No. # 47 to the May 10. 2022 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # ______

Comments:

RECEIVED
2022 APR 25 AM 9:03

Continuation or Deletion Request

Date: **April 26, 2022**

To: Clerk of the Board of Supervisors

From: **Supervisor Katrina Foley**

Re: ASR Control #: NA, Meeting Date 4-26-2022 Agenda Item No. # 48

Subject: **Continuation of Item #48**

☒ Request to continue Agenda Item No. # 48 to the 5-10-22 Board Meeting.

Comments: Supervisor Foley will not be present at today's meeting.

☐ Request deletion of Agenda Item No. # ______

Comments:

2022 APR 26 AM 8:07

Revision to ASR and/or Attachments

Date: **April 20, 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: 2022.04.20 12:30:01 -07'00'

From: **Cymantha Atkinson, Assistant Director, OC Community Resources**

Re: ASR Control #:22-000164, Meeting Date: April 26, 2022, Item No. # 49

Subject: Approve FY 2022-23 Annual Action Plan and Contracts

Explanation:

A Second Amendment to Community Center Management Agreement between the County and Abrazar, Inc. associated with operation of the Midway City Community Center is being added in order to receive approval to extend the Management Agreement for four years retroactively from July 1, 2020, to June 30, 2024.

☒ Revised Recommended Action(s)

Add:

10. Approve retroactive Second Amendment to Community Center Management Agreement with Abrazar, Inc. which extends operation of the Midway City Community Center for an additional four years, from July 1, 2020, through June 30, 2024.

11. Authorize the OC Community Resources Director or designee to execute the Second Amendment to the Community Center Management Agreement and other instruments or documents as necessary to implement extension of the Community Center Management Agreement, as necessary.

☒ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary ☐ Financial Impact

Add to Background:

Midway Community Center Management Agreement Amendment

The Board previously approved the Midway City Community Center (Center) Management Agreement with Abrazar, Inc. for operation of the Center in 2004. Per Board authority, the Agreement was then renewed on July 1, 2009, for two additional two-year terms that expired on

June 30, 2013. On May 7, 2013, the Board approved and authorized extension of the Agreement for an additional five years from July 1, 2013, through June 30, 2018. On April 10, 2018, the Board approved the First Amendment to Community Center Management Agreement with Abrazar, Inc. which extended operation of the Center for an additional two years from July 1, 2018, through June 30, 2020. At that time, OCCR was evaluating the disposition of the Center and funding. During the past two years, evaluation of the Center was placed on hold, however, during that time the current non-monetary Management Agreement (Management Agreement) with Abrazar, Inc. for operation of the Center inadvertently expired. Abrazar, Inc. and OCCR continued to operate and maintain the Center per the Management Agreement. Abrazar Inc. has performed satisfactorily under the Management Agreement.

OCCR is requesting the Board approve a retroactive Second Amendment to extend operation of the Center from July 1, 2020 to June 30, 2024. The Second Amendment allows an extension of the Management Agreement with Abrazar, Inc. to enable the County to keep the existing operator in place and maintain the level of service to the community without interruption, while allowing the County to continue to evaluate the Center's disposition and future funding for the Center's operations and improvements.

<u>Compliance with CEQA:</u>
Additionally, the Management Agreement was previously determined to be Categorically Exempt from CEQA pursuant to Section 15301 (Class 1) of the CEQA Guidelines, on April 10, 2018, when the First Amendment to the Management Agreement was approved because it involves an extension of management agreements for operation of existing community facility involving negligible or no expansion of use beyond that already existing. The Second Amendment to the Management Agreement is still consistent with this determination.

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

Additional Attachments:

Attachment Z - Original Community Center Management Agreement
Attachment AA - First Extension of Community Management Agreement
Attachment BB - First Amendment to Management Agreement #13-23-629465
Attachment CC - Second Amendment to Management Agreement #13-23-629465
Attachment DD - Redline to First Amendment to Agreement #13-23-629465
Attachment EE - Contract Summary Form

☒ Prior Board Actions

Add: 4/10/2018 #7, 5/07/2013 #16

COMMUNITY CENTER MANAGEMENT AGREEMENT

This Agreement is made this ___1___ day of __July___ 2004 by and between the COUNTY OF ORANGE, a political subdivision of the State of California ("County") and ABRAZAR, INC., ("Manager"). County and Manager shall hereafter be collectively know as the "Parties." The term "County" shall mean the Board of Supervisors of the political body that executed this Agreement or its authorized representative.

RECITALS

WHEREAS, County owns or leases property located at 14900 Park Lane in the unincorporated area of the County known as Midway City, which previously has been improved by construction of a community center and park or open space, as described in Exhibit "A," ("Premises") attached hereto, and incorporated herein, and

WHEREAS, the Premises were designed and improved to provide services to the low- and moderate-income residents of the areas surrounding the Premises, and

WHEREAS, the County now desires to enter into this Agreement with the Manager for the operation, management and maintenance of the Premises as a multi-generational community center serving the local community surrounding the Premises ("Community") and offering additional regional services, as fully set forth in Exhibit "B," ("Services") attached hereto and incorporated herein, and

WHEREAS, the Manager recognizes that the objective of the County in the ongoing operation of the Premises is to provide community services and activities to youth, families and seniors, which will include the Manager operating, maintaining, staffing and coordinating the resources of the Premises, as described herein, and set forth more fully in Exhibit "B," and

WHEREAS, the County may have available additional funds under separate contract as set forth in Exhibit "C," to be used for the sole and specific purpose of operating and maintaining the Premises, and

WHEREAS, the Manager has knowledge and experience with community based social service and recreation program delivery as well as the staff, ability and resources to run and assist in funding a community center, and has agreed to provide the Services,

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

1. **APPOINTMENT AND ACCEPTANCE**. The County designates the Manager as the exclusive Manager for the management of the Premises, and the Manager accepts the appointment, subject to the terms and conditions set forth in this Agreement. Manager hereby agrees to manage the Premises in an efficient and satisfactory manner to the best of its ability.

2. **PREMISES**. The property to be managed by the Manager under this Agreement is a community center consisting of the land, building(s), and other improvements, which are more fully described on Exhibit "A," attached hereto.

Manager recognizes that the Premises have been identified as an emergency location in case of disaster. County reserves the right to utilize the Premises for needed services in the case of any such disaster, and Manager agrees to cooperate in whatever way necessary.

3. **BASIC INFORMATION**. If possible, the County will furnish the Manager with a complete set of plans and specifications and copies of all guarantees and warranties pertinent to construction, fixtures and equipment on the Premises. With the aid of this information and through inspection by competent personnel, the Manager will thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the Premises, as well as the electrical, heating, plumbing, air conditioning and ventilating systems, and all other electrical and mechanical equipment and systems.

4. **MANAGER RESPONSIBILITIES**. The Manager shall:

A. Operate and manage the Premises and provide Services to the surrounding Community as set forth in Exhibit "B." In this regard the Manager will assess current services being provided on the Premises, assess what Services the Community requires, or has requested, and structure the Services at the Premises accordingly.

B. Be responsible for coordinating the space available for Services on the Premises and insure that all programs are scheduled to utilize the Premises in such a way as to insure the maximum benefit to the Community. This may include conducting monthly meetings with operators or contractors for Services to manage the schedule.

C. Be responsible for working with the County and outside sources to insure a funding stream for the Services offered on the Premises, including but not limited to Community Development Block Grants, as available.

D. Utilize Community fund raising activities to leverage with non-County funding sources for development and delivery of Services and as a means to encourage continued Community input, support and activism in community center activities on the Premises.

E. Submit to the Director of the Housing and Community Services Department or designee ("Director"), copies of all reports of the Manager's service programs for the Premises, and any other reports that the County may request.

F. Submit to Director, by July 31 of each year, a report of the Manager's activities and expenditures for the preceding year. The report shall show how the Manager has implemented it's service program, shall quantify its provision of services to persons of low and moderate income in the Community, shall show the source of funds used for each portion of its program, and shall include an explanation of any variations from the approved budget.

G. Submit to the Director for the County's approval before June 1st of each year during the term of this Agreement, budget estimates for the next fiscal year (or partial expenses) including (i) repairs and maintenance; (ii) utilities; (iii) cleaning and janitorial services; (iv) expenditures, if any, for repairs, alterations, rebuilding, replacements, additions, and/or improvements in and to the Premises; (v) security services; (vi) compensation and related fringe benefits and expenses for personnel; and (vii) other costs and expenses to be incurred in operating the Premises; all of which budget estimates shall be in a format approved by the County and are collectively referred to as the "Annual Budget."

The County shall accept or reject the proposed Annual Budget within thirty (30) days after its receipt. If the County shall reject any proposed Annual Budget submitted by Manager as provided above, Manager shall submit to the County for the County's approval a new proposed Annual Budget satisfying the County's rejection as aforesaid. If the proposed Annual Budget is not approved before the start of the new fiscal year, the Manager shall operate, to the extent possible, under the previous year's Annual Budget.

During the fiscal year (or partial fiscal year) covered by each particular Annual Budget, Manager in the performance of its duties as provided in this Agreement, shall operate within that Annual Budget as approved by the County. Notwithstanding any provisions of this Agreement to the contrary, the prior approval of the County will be required for any expenditure which exceeds One Thousand Dollars ($1,000) of County or Federal funds in any one instance for labor, materials or otherwise in connection with the maintenance and repair of the Premises, except for recurring expenses within the limits of the Annual Budget or emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the Premises. In the latter event, the Manager will inform the County of the emergency and the necessary expenditures as promptly as possible. In all cases, proper records shall be maintained of all expenditures as set forth regardless of funding source.

H. Organize or partner with a currently formed neighborhood advisory council ("Neighborhood Advisory Council") to the County's satisfaction, comprised of residents, property owners, business, participating governmental and non-profit operators from the Community. The Manager will encourage and assist these residents, property owners, business and non-profit operators in forming and maintaining this representative organization to promote their common interest, and will maintain good-faith communication with such organizations to the end that problems affecting the Community and its residents may be avoided or solved on the basis of mutual self-interest. Manager shall notice, attend and participate in a meeting of the organization at least once per quarter to review program planning and implementation of the Premises and discuss neighborhood participation in the activities at the Premises.

I. Prior to implementation of any new program or substantial change to any existing program, obtain written approval for such implementation or substantial change and a written notice of compliance with any applicable HUD and County regulations from the Director.

J. Obtain prior written approval from the Director for any alteration, improvement, and/or new construction on the Premises. Any permanent improvement to the Premises shall upon completion become property of the County and shall be subject to the terms and provisions of this Agreement. Manager acknowledges that it has no signature authority for the County, and that it cannot execute agreements on behalf of the County.

K. Discontinue programs or activities offered or conducted at or on the Premises upon request of the County upon thirty (30) days notice.

L. Cooperate and coordinate with the County in offering additional services and programs on the Premises.

M. Use its best efforts to maintain order, safety and security of the Premises at all times including monitoring conduct of all persons on the Premises.

N. Provide for the inspection of the entire Premises on a daily basis. County or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine if the provisions of this Agreement are being complied with.

O. Cause the Premises to be maintained and repaired in accordance with local codes and ordinances and in a condition at all times acceptable to the County, including but not limited to cleaning, painting, decorating, repair work as may be necessary, subject to any limitations imposed by the County in addition to those contained herein. Incident thereto, the following provisions will apply:

a. Special attention will be given to preventive maintenance and all records of such shall be kept on site. Manager shall develop a preventive maintenance schedule for approval by the County to be submitted with the Annual Budget. This schedule shall be updated annually.

b. Subject to the County's prior approval and the Annual Budget, the Manager may contract with qualified independent contractors for the maintenance and repair of major mechanical systems, and for extraordinary repairs beyond the capability of regular maintenance employees. Manager understands that the Contactor has no execution authority for agreements, purchasing and service contracts or any other documents to bind the County. An authorized representative of the County must sign any agreements between the County and any other parties. Manager is responsible to ensure each sub-contractor has Workers' Compensation insurance, and keep a copy of the insurance for the Premises files. All repairs and maintenance shall be completed in conformance with the plans and specifications approved by the County. Equipment, materials, fixtures and systems that are replaced shall meet or exceed the standards for appearance, quality and durability established in the plans and specifications.

c. The Manager shall systematically and promptly complete all required maintenance and service, as may be necessary, and shall keep records of such activities. Manager shall maintain a record of maintenance repairs provided, copies of which may be subject to periodic inspection by the County.

d. The Manager, subject to the County's prior approval and the Annual Budget, is authorized to purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

P. Make arrangements for water, electricity, gas, sewage and trash disposal, vermin extermination, laundry, and telephone service. Subject to the County's prior approval, the Manager will make such contracts as may be necessary to secure such utilities and services. For these contracts, Manager understands that the Manager has no execution authority to execute any contracts on behalf of the County. An authorized representative of the County must sign any contract between the County and any other parties. No contract shall exceed one (1) year in length, without prior approval from the County, and contracts over one (1) year shall be terminable without penalty on thirty (30) days notice.

Q. Cooperate with the County to the extent necessary to assist in County utilizing the Premises as an emergency location in the event of disaster.

5. **SERVICE CONTRACTS**. The Manager will negotiate any required concession agreements and service contracts as may be necessary from time to time, and will execute the same, subject to the County's prior approval of all terms and conditions. If any such contracts shall be in the name of the County, an authorized County representative must sign on behalf of the County. Manager may not sign any contracts on behalf of the County.

6. **ACCOUNTS**. Manager shall establish bank accounts for Premises funds, as the HCS Accounting Division may direct the Manager, and keep detailed records of any such accounts, pursuant to Section 8, herein.

7. **EMPLOYEES**. This Agreement is not one of employment of Manager by the County, but one in which Manager is engaged as an independent contractor in the business of managing the Premises. The Manager does not have the authority to establish an agency relationship or execute agreements or contracts on behalf of the County. All on-site personnel will be paid, supervised, and discharged through the Manager.

8. **RECORDS AND REPORTS**. Manager shall maintain accounting records, official files of all details of operational, financial and management activities and programs offered or conducted at the Premises, and other evidence pertaining to costs incurred in order that the County may conduct an annual audit of the Manager's compliance with this Agreement. Manager shall make any and all changes and keep as such records as required by the HCS Accounting Division. These records shall be kept available at the Manager's office during the term of the Agreement and thereafter for three (3) years, or as applicable based on funding sources, from the date of termination of this Agreement and shall be accessible by authorized representatives of the County.

In addition, the Manager will have the following responsibilities with respect to records and reports:

a. The Manager will establish and maintain a comprehensive system of records, books, and accounts and any other documentation as required by County in a manner conforming to the directives of the County. All records, books, accounts and other documentation will be subject to examination and copying at reasonable hours by any authorized representative of the County.

b. Manager shall at all times keep financial records, books, accounts and other financial material relating to the operation of the Premises in a safe condition and accessible to the County.

c. The Manager will prepare reports comparing actual and budgeted figures for receipts and disbursements, and will submit each such report to the County, at County's request. The Manager will prepare a quarterly report on program income usage as defined in Section 16 for monitoring and HCS Accounting Division purposes.

d. The Manager will furnish such information (including occupancy reports) as may be requested by the County from time to time with respect to the financial, physical, or operational condition of the Premises.

e. Manager shall provide the County, along with the report required in Section 4(F), above, a report of any material physical defects in the Premises, including a description of any major repair or maintenance work undertaken in the previous fiscal year or needed in the current fiscal year. Such statement shall describe what steps the Manager has taken in order to maintain the Premises in a safe and sanitary condition in accordance with applicable housing and building codes.

9. **BIDS, DISCOUNTS, REBATES, ETC.** The Manager will obtain contract materials, supplies and services at the lowest possible cost and on the terms most advantageous to the Premises and secure and credit to the County all discounts, rebates or commissions obtainable with respect to purchases, services, contracts and other transactions with respect to the Premises. Any contracts purporting to bind the County must be executed by an authorized representative of the County.

The Manager shall solicit written cost estimates (bids) from at lease three contractors or suppliers for any work item which the County estimates will cost $2,500 or more and for any contract or ongoing service arrangement which is estimated to exceed $2,500 per year. The Manager agrees to accept the proposal that represents the lowest responsible price taking into account the bidder's reputation for quality of workmanship or materials and timely performance, and the time frame within which the services or goods are needed. The County, prior to execution of the contracts by the Manager, may review all initial proposals. Contracts in which the County is a party may not be executed by the Manager, but must be executed by an authorized representative of the County. The County may also first review all renewals of contracts. No contract can exceed one (1) year in length, without prior approval from County, and contracts over one (1) year shall be terminable without penalty on thirty (30) days notice.

For any contract or ongoing supply or service arrangement obtainable from more than one source and estimated to cost less than $2,500, the Manager shall solicit services, supplies and purchases at the lowest possible estimate obtained. Copies of all required bids and documentation of all other written or verbal cost comparisons made by the Manager shall be made part of the Manager's records and shall be retained for three (3) years from the date the work was completed. This documentation shall be subject to inspection by the County or his/her designee and the Manager agrees to submit such documentation upon request.

10. **SOCIAL SERVICES PROGRAM**. The Manager will be responsible to the County for carrying out and coordinate any social services program as may be prescribed by the County or by other interested civil or non-profit organizations within the Community. The Manager will be responsible for scheduling such program on the Premises and insuring that all Services have available space. Manager may utilize the Neighborhood Advisory Council for direction and information on needed Services or programs.

11. **ON-SITE MANAGEMENT FACILITIES**. The Manager will maintain a management office in the Premises where it will maintain records for the Premises.

12. **COUNTY'S RESPONSIBILITIES**. County shall:

A. Reimburse Manager, as available and appropriate according to separate funding contracts, for the actual and necessary expenses for utility services, required insurance, janitorial services, landscape maintenance and repairs, building maintenance and repairs, fees and permits, necessary and reasonable operating expenses, supplies and items needed for service programs, and staff labor costs, including wages, salaries and benefits. Reimbursement shall be made in the basis of invoicing with adequate support submitted to County.

B. Make payments to Manager within thirty (3) days after Manager meets County requirements for billing and County processing thereof.

C. Review annual reports on Manager activities within sixty (60) days to determine Manager's performance in providing services to persons of low and moderate income within the Community.

D. Keep the condition of the building safe and adequate for purposes of use by Manager for benefit of the Community and perform major repairs not previously addressed and allocated for in the Annual Budget and as identified from time to time by Manager, of essential building systems, such as plumbing, roofing and electrical systems to maintain such conditions as necessary to operate the Premises.

13. **NONDISCRIMINATION**. In the performance of its obligations under this Agreement, the Manager will comply with the provisions of any Federal, State or local law prohibiting discrimination.

14. **MARKETING AND PROMOTION OF SERVICES**. Manager shall be responsible for promoting within the Community, any Services organized and offered by

the Manager on the Premises for the benefit of the Community. Funding for such promotion shall be pursuant to the Annual Budget submitted previously by the Manager.

15. **RENT AND COMPENSATION**. Manager shall not be required to make any payment of rent to the County for use and occupancy of the Premises, and will not receive any compensation, from the County, for services rendered to the Community pursuant to this Agreement.

A. Manager may allow use of the Premises by persons or groups, for the benefit of the Community, and may charge reasonable fees for such use, provided that such use is not detrimental to the service program referenced in Section 4(A). Fees for the use of the facilities on the Premises shall be approved by the County and shall be set forth in the Annual Budget.

B. Fees collected by the Manager for use of the Premises are considered program income and shall be used solely for approved operations and maintenance of the facility as approved by the County. All program income shall be recorded on a monthly basis as to the amount and use of funds. Program income shall be deposited in accordance with Section 6, in a timely manner. Manager shall maintain records and receipts for all fees collected and expended pursuant to this agreement and shall report such fees through a County approved format on no less than a quarterly basis.

16. **TERM OF AGREEMENT**.

A. This Agreement shall be in effect for a period of five (5) years, beginning on the date first written above.

B. This Agreement may be renewed for two (2) additional terms of two (2) years each (for a total of four (4) additional years), by mutual agreement of the Parties. Either Party shall deliver written notification of renewal no later that six (6) months prior to termination of the Agreement.

C. Manager recognizes that the Premises are located in an unincorporated area of the County and may be annexed into an adjacent city during the term of this Agreement. In the event that the Premises are annexed it is the intent of the County to work with that city to recognize the contractual obligations under this Agreement so that city may assume the County's obligations under this Agreement. If either the County or the Manager is not satisfied with that arrangement as it may be negotiated, the Agreement may be terminated, as set forth in Section 18, hereunder.

17. **TERMINATION OF AGREEMENT**.

A. Either party, upon one hundred and eighty (180) days advanced notice to the other Party, may terminate this Agreement for any reason with or without cause.

B. This Agreement also may be terminated by the County for cause in the event of material non-performance and/or breach of the terms of this Agreement by Manager. In the event of any violation(s) of this Agreement, County shall give Manager written notice, requesting correction of such violation(s). If within thirty (30) days of delivery of such notice of violation, correction of the violation has not been completed to the satisfaction of County, County may terminate this Agreement upon an additional thirty (30) days written notice of termination. Removal of the Manager shall be at the discretion of the County.

C. Prior to and at the effective date of the termination of this Agreement, Manager shall cooperate with the County in transition of the operation of the Premises and Services to the County or County designated contractor or operator in order to effectuate an orderly and systematic transition of Manager's duties and activities under this Agreement.

D. Upon termination of this Agreement, Manager shall forthwith surrender and deliver to the County any space in the Premises occupied by Manager. Manager shall also deliver to the County such contracts, documents, papers, and records pertaining to the Premises or to this Agreement as may be reasonably requested, and furnish all such information and take all such action as shall be reasonably necessary. The accounting records, even if housed at the office of the Manager, shall be considered to be official records of the Premises. Manager shall retain for three (3) years copies of Premises records and other pertinent documents and shall provide the County with a final accounting of all records relating to this Agreement no later than thirty (30) days after termination.

18. **WAIVER OF RIGHTS**. The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Agreement thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Agreement. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

19. **BUSINESS LICENSE**. At its own expense, Manager shall qualify to do business and obtain and maintain such licenses as may be required for the performance by Manager of its services under this Agreement.

20. **INDEMNIFICATIONS**.

A. Manager hereby waives all claims and recourse against County including the right of contribution for loss or damage of persons or property arising from, growing out of or in any way connected with or related to this Agreement except claims arising from the concurrent active or sole negligence of County, its officers, agents, and employees. Manager shall indemnify and hold the County and the partners of the County harmless from any and all losses, costs, damages, liabilities and expenses, including, without limitation, reasonable attorney's fees, arising directly or indirectly out of (i) any gross negligence and willful misconduct of Manager, or any of its officers, partners, directors, Managers, or employees, in connection with this Agreement or Manager's Services or work hereunder, whether within or beyond the scope of its duties or authority hereunder, (ii) any claims for personal injuries to employees incurred during the course of their employ if such claims are covered by workers' compensation insurance required herein or (iii) all employment relations between Manager and its employees, provided, however, that the County does not interfere in such relationship.

B. The provisions of this Section shall survive the termination of this Agreement

21. **INSURANCE**. Manager agrees to purchase all required insurance at Manager's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Operating Agreement have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the County during the entire term of this Agreement. This Agreement shall automatically terminate at the same time Manager's insurance coverage is terminated. If within ten (10) days after termination under this Clause Manager obtains and provides evidence of the required insurance coverage acceptable to HCS/Deputy Purchasing Agent this Agreement may be reinstated at the sole discretion of HCS/Deputy Purchasing Agent. Manager shall pay County $200.00 for processing the reinstatement of this Agreement.

Manager agrees that Manager 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 HCS/Deputy Purchasing Agent. In no cases shall assurances by Manager, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. HCS/Deputy Purchasing Agent will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Manager also agrees that upon cancellation, termination, or expiration of Manager's insurance, County may take whatever steps are necessary to interrupt any operation from or on the Site until such time as the HCS/Deputy Purchasing Agent reinstates the Agreement.

If at any time during the term of the Operating Agreement Manager has failed to provide HCS/Deputy Purchasing Agent with a certificate of insurance and endorsements, or binder, the parties agree this shall constitute a material breach permitting County, whether or not notice of default has or has not been sent to Manager, to take whatever steps necessary to interrupt any operation from or on the Site, and to prevent any persons, including, but not limited to, members of the general public, and Manager's employees and agents, from entering said Site until such time as HCS/Deputy Purchasing Agent is provided with adequate evidence of insurance.

Manager 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 the County's action.

All contractors performing work on behalf of Manager pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for Manager. Manager shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the County from the Manager under this Agreement. It is the obligation of the Manager to provide notice of the insurance requirements to every contractor, and to receive proof of insurance prior to allowing any contractor to begin work. Manager must maintain such proof of insurance through the entirety of this Agreement for inspection by County representative at any reasonable time.

All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Manager shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the certificate of insurance.

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

Qualified Insurer: The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

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

Coverage	**Minimum Limits**
Commercial General Liability with broad form property damage and contractual liability	$1,000,000 combined single limit per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence

Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence
Sexual Misconduct/Abuse Coverage	$1,000,000 per occurrence $2,000,000 aggregate

All liability insurance required by this Operating Agreement shall be at least $1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be $2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Agreement with respect to work done by the Manager under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the certificate of insurance.

All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Manager's insurance is primary and non-contributing shall specifically accompany the certificate of insurance for the Commercial General Liability.

All insurance policies required by this Agreement shall give the County thirty (30) days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the certificate of insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE~~.

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

The Commercial General Liability policy shall contain a severability of interests clause.

The Manager is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Manager will comply with such provisions and shall furnish the County satisfactory evidence that the Manager has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of $1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on this Agreement. Manager has 14 days to provide adequate evidence of insurance or this Agreement may be cancelled.

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

County shall notify Manager in writing of changes in the insurance requirements. If Manager does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Agreement may be in breach without further notice to Manager, 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 Manager's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

22. SIGNS. Manager agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon the Premises except as approved by County. Unapproved signs, banners, flags, etc. may be removed by County without prior notice to Manager.

23. PARTIAL INVALIDITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

24. DEFAULT IN TERMS OF THE AGREEMENT BY MANAGER.

A. The occurrence of any one or more of the following events shall constitute a default hereunder by Manager:

(1) The abandonment or vacation of the Premises (and of the duties set forth in this Agreement) by Manager;

(2) The failure by Manager to make any payment of any sum (or sum required to be deposited under Sections 6, 8 or 16, above) payable hereunder by Manager, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof from County to Manager, or the failure of the Manager to properly document any sums collected under Section16;

(3) The failure or inability by Manager to observe or perform any of the provisions of this Agreement to be observed or performed by Manager, other than specified in (1) or (2) above, where such failure shall continue for a period of ten (10) days after written notice thereof from County to Manager; provided, however, that if the nature of such failure is such that it can be cured by Manager, but that more than ten (10) days are reasonably required for its cure (for any reason other than financial inability), then Manager shall not be deemed to be in default if Manager shall commence such cure within said ten (10) days, and thereafter diligently prosecutes such cure to completion; or

(4) (a) The making by Manager of any general assignment for the benefit of creditors; (b) the appointment of a trustee or receiver to take possession of substantially all of Manager's assets located at the Premises or of Manager's interest in this Agreement, if any, where such seizure is not discharged within thirty (30) days; or (c) Manager'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 Agreement nor any interests of Manager in and to the Premises shall become an asset in any of such proceedings. In any such event, and in addition to any and all rights or remedies of County provided hereunder or by law, it shall be lawful for County to declare the term hereof ended, re-enter the Premises, take possession thereof and remove all persons there from, and Manager and its creditors (other than County) shall have no further claim thereon or hereunder.

B. In the event of any default by Manager, then, in addition to any other remedies available to County at law or in equity, County may exercise the following remedies:

(1) County may terminate this Agreement and all rights of Manager hereunder by giving written notice of such termination to Manager. In the event that County shall so elect to terminate this Agreement, then County may recover from Manager any amount which County may by law hereafter be permitted to recover from Manager; or

(2) Continue this Agreement in effect without terminating Manager's right to possession, even though Manager has breached this Agreement and abandoned the Premises, and enforce all of County's rights and remedies under this Agreement, at law or in equity, including the right to recover the any sums due under this Agreement; provided, however, that County may at any time thereafter elect to

terminate this Agreement for such previous breach by notifying Manager in writing that Manager's right to possession of the Premises has been terminated.

C. Nothing in this Section shall be deemed to affect Manager's indemnity of County's liability or liabilities based upon occurrences prior to the termination of this Agreement for personal injuries or property damage under the indemnification clause or clauses contained in this Agreement.

D. No delay or omission of County to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by Manager hereunder. The acceptance by County of any other sums to be deposited or turned over hereunder shall not be a waiver of any preceding breach or default by Manager of any provision thereof, other than the failure of Manager to pay the particular sum accepted, regardless of County's knowledge of such preceding breach or default at the time of acceptance of such sum, nor a waiver of County's right to exercise any remedy available to County by virtue of such breach or default. No act or thing done by County or County's agents during the term of this Agreement 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 County.

E. Any sums not paid to County (or properly deposited as required by the HCS Accounting Division) when due (other than interest) shall bear interest at the maximum rate allowed by law from the date such payment is due until paid, provided, however, that the payment of such interest shall not excuse or cure the default.

25. **AUTHORITY OF MANAGER**. If Manager is a corporation, each individual executing this Agreement on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with the by-laws of said corporation, and that this Agreement is binding upon said corporation.

26. **AMENDMENTS.** No alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

27. **ENTIRETY.** This Agreement contains the entire agreement between the Parties with respect to the management of the Premises. Separate agreements may be executed for individual Services to be provided on the Premises.

28. **SEVERABILITY.** If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

29. **APPLICABLE LAW.** This Agreement shall be construed and enforced in accordance with California Law.

30. **NOTICE**. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and addressed to the address set forth below and shall be given by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram or telecopying (confirmed in writing sent by registered or certified, first class mail, return receipt requested); or (c) registered or certified, first class mail, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand or request sent pursuant to either subsection (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, and , if sent pursuant to subsection (c) shall be deemed received on the date of delivery or the date that delivery is refused by the addressee, as shown on the return receipt.

If to the County:

Housing & Community Services Department
1770 N. Broadway
Santa Ana, CA 92706

and, if intended for Manager, shall be addressed to:

ABRAZAR, INC.

Gloria O. Reyes, CEO

7101 Wyoming Street

Westminster, CA 92683

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DATED: July 1, 2004

COUNTY OF ORANGE

By ____________________
PAULA BURRIER-LUND
Director, Housing and Community Services Department

ABRAZAR, INC.
"MANAGER"

By: Gloria D. Reyes, CEO
(Signature & Title)

APPROVED AS TO FORM:
County Counsel

By: Thomas A. Miller
Deputy

Date: 5/4/04

COMMUNITY CENTER MANAGEMENT AGREEMENT
EXHIBIT B

The following items listed are suggestions as standard schedule items that should be performed routinely in efforts to maintain the daily operations of the community center in a clean and healthy environment:

Facility / Interior Routine Maintenance Schedule

1. Carpet must be vacuumed every day and at a minimum once a day, shampooed at least once a month or more frequently on an as needed basis.
2. All vinyl flooring is to be swept and mopped a minimum of once a day.
3. Main entry doorway doors and windows should be checked daily and cleaned as needed to maintain a cleansed appearance.
4. All handrails should be wiped clean a minimum of once a day.
5. All glass doors and windows should be cleaned at least twice a week
6. All tables and chairs should be maintained and cleaned on a consistent basis.
7. All interior equipment must be kept maintained, cleaned and organized.
8. Storage areas must be kept clean and safe of any fire hazards free of hazardous materials and food debris.
9. All exit signs must be operational at all times and fire extinguishers inspected once a year and recharged as needed.

Kitchen Areas

1. All kitchen floors should be cleaned and mopped at least twice a day or more based on use of facility.
2. All kitchen countertops, faucets, sinks, garbage disposal and all other appliances shall be maintained, cleaned and in good working order.
3. Kitchen cabinets and pantries should be kept orderly, clean at all times and free of food debris.
4. Refrigerators, stoves and ovens should be inspected and maintained to be kept in good working condition.
5. The entire Kitchen area shall be cleaned and free of all debris at the close of each business day (Monday – Sunday).

Restrooms

1. Walls, Doors and Stalls must be cleaned every day and floors mopped twice a day or more if needed, especially on days when special events and/or activities are held.
2. Mirrors and Counter-tops shall be cleaned and checked daily.
3. Paper towels, soap dispensers, and toilet paper should be checked daily or more if needed to refill. Trash containers shall be checked and emptied at least twice a day, more often if necessary.
4. Inspect all fixtures and faucets on weekly basis to make sure they are working properly.
5. All toilets shall be cleaned minimum twice a day, more if needed.

Interior and Exterior Repairs / Work

1. All equipment should be inspected daily and documented. Damaged equipment should be listed, reported and repaired with in 24 to 48 hours or as soon as possible.
2. Broken windows must be replaced immediately.
3. Doors, doorknobs, hinges and door-locks must be inspected daily and maintained in good working condition.
4. Air conditioning units and heating units should be inspected periodically so that a malfunctioning item can be reported and repaired as soon as possible. Regular maintenance schedules are required by a licensed, trained technician.
5. Light fixtures and light bulbs in the entire interior of the building(s) should be inspected daily and replaced immediately if necessary.

6. Outside facility lights and parking lights should be inspected to ensure that park grounds and parking area is well lighted during evening hours.
7. Sidewalks and curbside gutters in front of the Center should be swept each morning. They shall be maintained and clean at all times.
8. All waste materials and debris from trashcans and center/park grounds should be picked-up each morning and, if needed, checked several times each day.
9. Children's play areas should be maintained and clean of all debris and inspected each morning for hazardous items prior to the arrival of children.
10. Park equipment and Playground equipment should be inspected frequently, repaired and/or replaced immediately upon need.
11. All landscaping and lawn areas should be maintained on a schedule for irrigation, trimming, weeding and reseeding. The proposed landscape schedule should be forwarded to HCS for approval within 30 days of the contract execution date.
12. Daily inspection reports of facility, park and playground equipment must be on file in the community center main office and be available for review by HCS upon request. All facility interior and exterior repairs should be reported to HCS as soon as the problem is identified.

HCS must approve any alternations and/or modifications to the interior and exterior of the facility prior to any action being taken.

Daily maintenance of the facility and facility grounds is the responsibility of the center operator. The center operator is responsible for handling all minor facility day to day operating problems such as: replacing broken windows, doors knobs, sinks that are plugged, minor electrical and carpentry repairs, and daily maintenance.

Housing and Community Services Department (HCS) will be responsible for large item repairs such as, plumbing lines, sewer problems, major carpentry, replacing the roof, replacing heating and air condition units, interior and exterior painting of the facility.

The goal is to maintain the facility and grounds as clean as possible during hours of operation and to have all utilities, appliances and equipment operating in a safe and healthy environment.

REQUEST FOR QUALIFICATIONS
COMMUNITY CENTER OPERATIONS
EXHIBIT A – SCOPE OF SERVICES

I. INTRODUCTION

The County of Orange owns and/or leases three (3) community centers in the unincorporated communities of Anaheim Independencia, El Modena, and Midway City. The County of Orange, through the Housing & Community Services Department (HCS), contracts out the operations of the community centers to non-profit community-based organizations. HCS is looking for a qualified non-profit community-based organization or local government to operate the community centers as multi-generational community centers serving the local community and offering additional regional services. A non-profit community-based organization can submit a proposal to operate one, two or all of the community centers.

Contingent upon approval by the Orange County Board of Supervisors, the County will award contract(s) to responsible proponents whose proposals are determined to be most responsive to the requirements of this RFQ.

II. BACKGROUND

Unincorporated communities are small pockets of land wholly or partially surrounded by a city. Historically, as Orange County cities incorporated, these pockets were not included in the new city's boundaries and they continue to under the jurisdiction of the County of Orange. The Housing & Community Services Department (HCS) has served these primarily lower-income communities through the provision of funding for social services, public infrastructure improvements, and housing rehabilitation. In three communities – Anaheim Independencia, El Modena, and Midway City – community centers were built to assist in the provision of social services and to build community pride.

Initially, all three community centers were operated by local community non-profit organizations. However, over time, these organizations, with the exception of one, became less able to operate the community center effectively and to provide the needed financial support to maintain the centers. In 2000, the community centers received the first of three years of financial support under the Family and Children Together (FaCT) Family Resource Center program. The FaCT funding was provided to the current community center operator who then became the FRC Lead Agency with the exception at Midway City where a separate Lead Agency partnered with the community-based organization to jointly run programs out of the Midway City Community Center.

The FaCT funding ceased at all three community centers as of September 30, 2003. The separate operations contract, administered by HCS, terminated for Anaheim Independencia and El Modena community centers on June 30, 2003 but was extended until June 30, 2004. The operations contract for Midway City terminated on December 31, 2002 and was extended until June 30, 2004. All contracts were extended to coincide with the new RFQ process.

The objective of the County is the continued operation of the community centers in order to provide community services and activities to youth, families, and seniors, acting in a culturally sensitive manner to the community served while being responsive to all types of families. A successful operator will work with organized community representatives as well as County or local jurisdiction staff to determine programmatic need. The operator will be responsible for all aspects of operating, maintaining, staffing, and communicating the resources of the community center.

III. MINIMUM QUALIFICATIONS

Organizations submitting proposals must demonstrate the following qualifications:

A. Experience with community-based social service/human service program delivery.
B. Experience with community-based recreational program delivery.
C. Knowledge and experience in community center and/or community program operations.
D. Ability to work with community-based residential groups, including utilization of community representatives on planning committees, boards, etc.
E. Ability to leverage funding sources with community-based fundraising and effective grant application demonstrating successful prior funding awards.
F. Ability to work with local government social service, recreational, and community development agencies.

IV. COMMUNITY CENTER DESCRIPTIONS

<u>Anaheim Independencia Community Center, 10841 Garza Avenue, Anaheim, CA. 92804</u>

The Anaheim Independencia Community Center is located in the County Island area known as the Anaheim Colonia Independencia Neighborhood. This community center can be found within the boundaries of Katella Avenue to the South, Magnolia Avenue to the East, Cerritos Street to the North and Gilbert Street to the West.

The Center's interior has approximately 4,510 square feet of space available to utilize for various social services programs. The community center also has a children's playground area and a park area available for special community functions.

The interior structure of the facility consists of the following: Main Assembly Room (1,292 sq. ft); Director's Office (264 sq. ft.); Office #1 (221 sq. ft.); Office #2 (198 sq. ft); Office #3 (132 sq. ft.); Office #4 (108 sq. ft.); Office #5 (60 sq. ft.); Main Lobby Area (165 sq. ft.); Reception Area (96 sq. ft.); Copy / Supply Room (160 sq. ft.); Kitchen (270 sq. ft.); Computer Room (572 sq. ft.); Exercise Room (676 sq. ft.); Men and Women's Restrooms; and, Janitorial Room.

The exterior of the facility consists of: Exterior Storage (Two Rooms); Exterior Restroom; Park Grounds with Picnic tables; Playground; Basketball/Multi-Purpose Court; and, parking for staff, social service providers, and clients.

El Modena Community Center, 18672 E. Center Street, Orange, CA. 92869

The El Modena Community Center is located in the County Island area of Orange known as the El Modena Neighborhood. This community center can be found within the boundaries of Chapman Avenue to the South, Esplanade to the East, Spring Street to the North and Hewes Street to the East.

The Center's interior has approximately 7,560 square feet of space available to utilize for various social services programs. The community center is a two level structure that has an upstairs open area for special events and an outside handball court.

The interior structure of the facility consist of the following:

First Floor: Main Assembly Room (754 sq. ft.); Class Room #1 (598 sq. ft.); Class Room #2 (672 sq. ft.); Director's Office (144 sq. ft.); Director's Conference Rm. (176 sq. ft.); Office Space #1 (128 sq. ft.); Office Space #2 (126 sq. ft.); Office Space #3 (70 sq. ft.); Main Lobby Area (364 sq. ft.); Kitchen and Pantry (510 sq. ft.); Storage Room (70 sq. ft.); and, Interior Restrooms.

Second Floor: Assembly / Class Room (1131 sq. ft.); Office Space #1 (240 sq. ft.); Office Space #2 (143 sq. ft.); and Outside Activity Room(1024 sq. ft.).

The exterior of the facility consists of: Handball court; small lawn area; and, parking space for Staff, Service Providers, and clients.

Midway City Community Center, 14900 Park Lane, Midway City, CA. 92655

The Midway City Community Center is located in the County Island area known as Midway City. The community center can be found within the boundaries of Bolsa Avenue to the South, Beach Blvd. to the West, Hazard Avenue to the North and Magnolia Avenue to the East.

The Center's main facility interior has approximately 6,163 square feet. In addition, there are two modular units that consist of an additional 2,880 square feet. The modular units are proposed to be permanently acquired by the County for use by the community center, however, at the time of the RFQ release they are to be considered temporary structures for space planning purposes. The community center also includes the Midway City Childcare program and park grounds with a picnic area.

The Interior structure of the facility consist of the following: Main Assembly Room (1066 sq. ft.); Assembly / Class Room (680 sq. ft.); Director's Office (126 sq. ft.); Office Space #1 (99 sq. ft.); Office Space #2 (196 sq. ft.); Kitchen & Pantry Area (300 sq. ft.); Storage Area (two rooms); Janitorial Room; and Childcare Classroom (three rooms).

The exterior of the facility consists of: Front enclosed patio area; Childcare Playground area; Picnic Area; open park area; and, parking for staff, social services providers, and clients.

Modular buildings currently housed at site: Modular #1 Recreation Room (1440 sq. ft.) and Modular #2 (Social Serv. Rm) 1440 sq. ft. The modular buildings are currently under contract to the County of Orange Probation Department and used primarily for Family Resource Center and Probation funded activities.

V. DESCRIPTION OF SERVICES/CONTRACTOR RESPONSIBILITIES

The County is expecting a chosen contractor to perform functions for all aspects of operating a community center including service delivery and maintenance issues. This section outlines the basic expectations of the County for a successful contractor.

Delivery of Services

The contractor is expected to continue the operations of the community center in a manner consistent with the delivery of services for all ages, family types, and ethnicities and to form a method to solicit community and interested party input for actual services rendered.

A successful contractor is expected to:

A. Maintain hours of operation consistent with the needs of the immediate community and service users, including the use of the community center and/or grounds for after hour events.

B. Build community relations and become an integral part of the served community.

C. Provide services or access to services aimed at promoting safety and permanency in homes and communities through prevention effort aimed at child abuse, domestic violence, gang activity, and substance abuse.

D. Offer the provision, access to services, or increase the accessibility to health and mental health care including preventative health care and substance abuse.

E. Offer services or means to increase the availability and accessibility of quality child care and youth programs.

F. Assist families in obtaining access to resources, including educational, private, and governmental so that they may achieve economic self-sufficiency.

G. Offer resources, access to services, or direct provision of programs to strengthen parenting skills all multiple family types.

H. Offer school age children the resources or ability to achieve success in school and should address the need to offer resources for children to build self esteem, character, and positive development.

I. Offer services to address the social, mental, health, nutritional and recreational needs of the older adult and senior population of the communities served.

J. Offer services, resources, or training opportunities for residents to capacity build community organizations and develop leadership qualities to encourage personal responsibility and self-sufficiency.

K. Offer all community center services at no cost or at a reasonable cost level commensurate with the population served.

Description of contractor responsibilities:

A. Contractor will continue the operation of the community center in a manner consistent with County policy and guidelines and consistent with federal funding sources.

B. Contractor will ensure that services are delivered for children, youth, adults, families and older adults or seniors in a consistent and efficient manner based on community input and needs assessment.

C. Contractor will utilize community fund raising activities to leverage with other funding sources for program development and delivery and as a means to encourage continued community input, support, and activism in community center activities.

D. Contractor will sufficiently maintain the interior and exterior of the community center, including adjacent park, if applicable, in a manner that prevents deferred maintenance problems and heavy wear of the physical structure and grounds. A suggested maintenance schedule for the community center can be found in Attachment B.

E. Contractor will maintain and encourage community collaboration as a mechanism of community input into the programs offered and methods of delivery.

COMMUNITY CENTER MANAGEMENT AGREEMENT

BETWEEN THE

COUNTY OF ORANGE

AND

ABRAZAR, INC.

FOR

PROFESSIONAL SERVICES AT MIDWAY CITY COMMUNITY CENTER

This Extension to Agreement #13-23-629465, hereinafter referred to as "Extension," to the COMMUNITY CENTER MANAGEMENT AGREEMENT dated July 01, 2004 hereinafter referred as to "Original Agreement," is made and entered between the County of Orange, a political subdivision of the State of California, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY" and ABRAZAR, Inc., a California non-profit corporation, in the State of California, with a place of business at 7101 Wyoming Street, Westminster, CA 92683-3811; hereinafter referred to as "MANAGER," which are sometimes individually referred to as "PARTY," or collectively referred to as "PARTIES."

RECITALS:

WHEREAS, COUNTY and MANAGER entered into the Original Agreement for professional services to manage and operate the Midway City Community Center commencing on July 1, 2004 through June 30, 2009; and

WHEREAS, the Original Agreement was renewed for two (2) additional terms of two (2) years each (for a total of four (4) additional years), by mutual agreement of the PARTIES; and

WHEREAS, the PARTIES previously renewed the Original Agreement for an additional two year period effective July 1, 2009 through June 30, 2011; and

WHEREAS, the PARTIES previously renewed the Original Agreement for an additional two year period effective July 1, 2011 through June 30, 2013; and

WHEREAS, PARTIES agree to extend the term of the CONTRACT for an additional five (5) years, beginning July 1, 2013 through June 30, 2018:

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree to amend as follows:

1. The Agreement is amended to extend the term of the Agreement beginning July 1, 2013 through June 30, 2018.

2. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THE AGREEMENT WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates below their respective signatures:

ABRAZAR, Inc.	
By:	By:
Title: Secretary	Title: President and CEO
Dated: March 27, 2013	Dated: March 27, 2013

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

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

****

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _______________ Dated: 10/15/13

STEVE FRANKS
Orange County Community Resources Director

APPROVED AS TO FORM
COUNTY COUNSEL

By: 3·12·13 **DEPUTY**

FIRST AMENDMENT

TO AGREEMENT # 13-23-629465

BETWEEN THE

COUNTY OF ORANGE

AND

ABRAZAR, INC.

FOR

PROFESSIONAL SERVICES

This AMENDMENT to Agreement #13-23-629465, hereinafter referred to as "First Amendment," to the COMMUNITY CENTER MANAGEMENT AGREEMENT dated July 01, 2004 hereinafter referred as to "Original Agreement," is made and entered between the County of Orange, a political subdivision of the State of California, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY" and ABRAZAR, Inc., a California non-profit corporation, in the State of California, with a place of business at 7101 Wyoming Street, Westminster, CA 92683-3811; hereinafter referred to as "MANAGER," which are sometimes individually referred to as "PARTY," or collectively referred to as "PARTIES."

RECITALS:

WHEREAS, COUNTY and MANAGER entered into the Original Agreement for professional services to manage and operate the Midway City Community Center commencing on July 1, 2004 through June 30, 2009; and

WHEREAS, the Original Agreement was renewed for two (2) additional terms of two (2) years each (for a total of four (4) additional years), by mutual agreement of the PARTIES; and

WHEREAS, the PARTIES previously renewed the Original Agreement for an additional two-year period effective July 1, 2009 through June 30, 2011; and

WHEREAS, the PARTIES previously renewed the Original Agreement for an additional two-year period effective July 1, 2011 through June 30, 2013; and

WHEREAS, the PARTIES previously renewed the Original Agreement for an additional two-year period effective July 1, 2013 through June 30, 2018; and

WHEREAS, PARTIES agree to extend the term of the CONTRACT for an additional two (2) years, beginning July 1, 2018 through June 30, 2020; and

WHEREAS, CONTRACTOR is performing satisfactory as required by the CONTRACT;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree to amend as follows:

1. The Original Agreement is amended to extend the term of the Agreement beginning July 1, 2018 through June 30, 2020;

2. Paragraph 16. "TERM OF AGREEMENT" of the Original Agreement shall be amended under sub-paragraphs A & B to read as follows:
   A. This Agreement shall be in effect for a period of two (2) years commencing on July 1, 2018 and continue through June 30, 2020, unless otherwise terminated by the COUNTY.
   B. This Agreement may not be renewed.

3. Paragraph 20. "INDEMNIFICATIONS" of the Original Agreement shall be amended in its entirety to read as follows:

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

4. Paragraph 21. "INSURANCE" of the Original Agreement shall be amended in its entirety to read as follows:

   Insurance Provisions

   Prior to the provision of services under this CONTRACT, the MANAGER agrees to purchase all required insurance at MANAGER's expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with. MANAGER agrees to keep such insurance coverage, Certificates of Insurances, and endorsements on deposit with the COUNTY during the entire term of this

CONTRACT. In addition, all subcontractors performing work on behalf of MANAGER pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for MANAGER.

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

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of $50,000 (Fifty Thousand Dollars) shall specifically be approved by the COUNTY's Risk Manager or designee, upon review of CONTRACTOR'S current audited financial report. If MANAGER's SIR is approved, MANAGER, 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 of indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suite resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this CONTRACT, MANAGER shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. MANAGER'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 MANAGER's SIR provision shall be interpreted as thought the MANAGER was an insurer and the COUNTY was the insured.

If the MANAGER 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 MANAGER shall provide the minimum limits and coverage as set forth below:

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

Required Coverage Forms

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

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

Required Endorsements

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

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

2) A primary non-contributing endorsement using ISO for CG 20 01 04 13, or a forma at least as broad evidencing that the MANAGER's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** 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, agents and employees when acting within the scope of their appointment or employment.

MANAGER 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 MANAGER's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), MANAGER 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 interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
Insurance certificates should be forwarded to the agency/department addressed for the Project Manager listed in Paragraph 30, "Notices" in this CONTRACT.

COUNTY expressly retains the right to require MANAGER 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 MANAGER in writing of changes in the insurance requirements. If MANAGER 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 MANAGER, 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 MANAGER'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.

5. Paragraph 30 “NOTICE” of the Original Agreement shall be amended in its entirety to read as follows:

Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES’ Project Managers routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate PARTY at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:
County of Orange
OC Community Resources
Housing and Community Development/Homeless Prevention
PROJECT MANAGER
1300 South Grand Avenue, Building “B” 3rd Floor
Santa Ana, CA 92705-4407

For MANAGER:
ABRAZAR, Inc.
MANAGER’S Project Manager
7101 Wyoming Street
Westminster, CA 92683-3811

Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Agreement, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this FIRST AMENDMENT on the dates below their respective signatures:

ABRAZAR, Inc.

By:	DocuSigned by: Gloria Reyes 527BCA15E720415...	By:	DocuSigned by: Mario Ortega CA5455507877494...
Name:	Gloria Reyes	Name:	Mario Ortega
Title:	President/CEO	Title:	Chief Operating Officer
Dated:	3/13/2018	Dated:	3/13/2018

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

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

****

COUNTY OF ORANGE
A Political Subdivision of the State of California

DS CF

By: DocuSigned by: Julia Bidwell 5E2FBD06989F43C... Dated: 4/16/2018

Dylan Wright, Director
OC Community Resources

APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL

By: DocuSigned by: Carolyn S. Frost D3AB98D76D0B425... Dated: 3/13/2018

Certification of Agreements

Date: **March 13, 2018**

To: Clerk of the Board of Supervisors

From: **OCCR/Housing & Community Development/Homeless Prevention**

Re: ASR Control #: 18-000125, Meeting Date 03/13/18 Agenda Item No. # ______

I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

Julia Bidwell	Director
Name	Title
DocuSigned by: Julia Bidwell 5E2FBD06989F43C...	4/16/2018
Signature	Date

SECOND AMENDMENT

TO AGREEMENT # 13-23-629465

BETWEEN THE

COUNTY OF ORANGE

AND

ABRAZAR, INC.

FOR

PROFESSIONAL SERVICES

This Amendment to Agreement #13-23-629465, hereinafter referred to as “Second Amendment," to the Community Center Management Agreement dated July 01, 2004 (as amended, hereinafter referred as to "Original Agreement") is made and entered between the County of Orange, a political subdivision of the State of California, with a place of business at 1501 E St Andrew Place, Santa Ana, CA 92705; hereinafter referred to as "County" and Abrazar, Inc., a California non-profit corporation, in the State of California, with a place of business at 7101 Wyoming Street, Westminster, CA 92683-3811; hereinafter referred to as "Manager," which are sometimes individually referred to as "Party," or collectively referred to as "Parties."

RECITALS:

WHEREAS, County and Manager entered into the Original Agreement for professional services to manage and operate the Midway City Community Center commencing on July 1, 2004 through June 30, 2009; and

WHEREAS, the Original Agreement was renewed for two (2) additional terms of two (2) years each (for a total of four (4) additional years), by mutual agreement of the Parties; and

WHEREAS, the Parties previously renewed the Original Agreement for an additional two-year period effective July 1, 2009 through June 30, 2011; and

WHEREAS, the Parties previously renewed the Original Agreement for an additional two-year period effective July 1, 2011 through June 30, 2013; and

WHEREAS, the Parties previously renewed the Original Agreement for an additional two-year period effective July 1, 2013 through June 30, 2018; and

WHEREAS, Parties agreed to extend the term of the Original Agreement for an additional two (2) years, beginning July 1, 2018 through June 30, 2020; and

WHEREAS, Parties agree to extend the term of the Original Agreement for an additional four (4) years, beginning July 1, 2020 through June 30, 2024; and

WHEREAS, Manager is performing satisfactory as required by the Original Agreement;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

1. The Original Agreement is amended to extend the term of the Original Agreement beginning July 1, 2020 through June 30, 2024;

2. Paragraph 16. "Term of Agreement" of the Original Agreement shall be amended under sub-paragraphs A & B to read as follows:
   A. This Agreement shall be in effect for a period of four (4) years commencing on July 1, 2020 and continue through June 30, 2024, unless otherwise terminated by the County.

3. Paragraph 21. "Insurance" of the Original Agreement shall be amended in its entirety to read as follows:

   <u>Insurance Provisions</u>

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

   Manager shall ensure that all subcontractors performing work on behalf of Manager pursuant to this Contract shall be covered under Manager's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Manager. Manager shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Manager under this Agreement. It is the obligation of Manager 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 Manager through the entirety of this Agreement for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of $50,000 (Fifty Thousand Dollars) shall specifically be approved by the County's Risk Manager or designee, upon review of Manager’s current audited financial report. If Manager's SIR is approved, Manager, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

1. In addition to the duty of indemnify and hold the County harmless against any and all liability, claim, demand or suite resulting from Manager's, its agents, employee's or subcontractor's performance of this Agreement, Manager shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Manager'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 Manager's SIR provision shall be interpreted as thought the Manager was an insurer and the County was the insured.

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

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 Manager shall provide the minimum limits and coverage as set forth below:

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

	Attachment CC
Sexual Misconduct Liability	$1,000,000 per occurrence

Required Coverage Forms

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

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

Required Endorsements

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

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN AGREEMENT***

2) A primary non-contributing endorsement using ISO for CG 20 01 04 13, or a forma at least as broad evidencing that the Manager's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT.**

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

Manager 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 Agreement, upon which the County may suspend or terminate this Agreement.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
Insurance certificates should be forwarded to the agency/department addressed for the Project Manager listed in Paragraph 30, "Notices" in this Agreement.

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

County shall notify Manager in writing of changes in the insurance requirements. If Manager 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 Agreement may be in breach without further notice to Manager, 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 Manager's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

4. Paragraph 30 "Notice" of the Original Agreement shall be amended in its entirety to read as follows:

Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:
County of Orange
OC Community Resources
Housing and Community Development Project Manager
1501 E St Andrew Place Santa Ana, CA 92705

For Manager:
Abrazar, Inc.
Manager's Project Manager
7101 Wyoming Street
Westminster, CA 92683-3811

Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Agreement, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the dates below their respective signatures:

ABRAZAR, Inc.

By: DocuSigned by: Mario Ortega CA5455507877494... By: -

Name: Mario Ortega Name: ______________________

Title: Chief Executive Officer Title: ______________________

Dated: 4/19/2022 Dated: ______________________

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

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

****

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: Dylan Wright, Director Dated: ______________________
OC Community Resources

APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL

By: DocuSigned by: John Cleveland 74000D32EE63457... Dated: 4/19/2022

SECOND~~FIRST~~ AMENDMENT

TO AGREEMENT # 13-23-629465

BETWEEN THE

COUNTY OF ORANGE

AND

ABRAZAR, INC.

FOR

PROFESSIONAL SERVICES

This Amendment~~MENDMENT~~ to Agreement #13-23-629465, hereinafter referred to ~~-~~as "Second ~~"First~~ Amendment," to the Community Center Management Agreement ~~COMMUNITY CENTER MANAGEMENT AGREEMENT~~ dated July 01, 2004 (as amended, hereinafter referred as to "Original Agreement~~,~~") is made and entered between the County of Orange, a political subdivision of the State of California, with a place of business at ~~1~~1501 E St Andrew Place~~770 North Broadway~~, Santa Ana, CA 9270~~5~~6~~-2642~~; hereinafter referred to as "County~~OUNTY~~" and Abrazar~~BRAZAR~~, Inc., a California non-profit corporation, in the State of California, with a place of business at 7101 Wyoming Street, Westminster, CA 92683-~~-~~3811; hereinafter referred to as "Manager~~ANAGER~~," which are sometimes individually referred to as "Party~~ARTY~~," or collectively referred to as "Parties~~ARTIES~~."

RECITALS:

WHEREAS, County~~OUNTY~~ and Manager~~ANAGER~~ entered into the Original Agreement for professional services to manage and operate the Midway City Community Center commencing on July 1, 2004 through June 30, 2009; and

Commented [CN1]: The amendment kept switching between Manager and Contractor and Contract and Agreement so I changed everything to Manager and Agreement to fit the original language used. Feel free to change if not appropriate.

WHEREAS, the Original Agreement was renewed for two (2) additional terms of two (2) years each (for a total of four (4) additional years), by mutual agreement of the Parties~~ARTIES~~; and

WHEREAS, the Parties~~ARTIES~~ previously renewed the Original Agreement for an additional two-year period effective July 1, 2009 through June 30, 2011; and

WHEREAS, the Parties~~ARTIES~~ previously renewed the Original Agreement for an additional two-year period effective July 1, 2011 through June 30, 2013; and

WHEREAS, the Parties~~ARTIES~~ previously renewed the Original Agreement for an additional two-year period effective July 1, 2013 through June 30, 2018; and

WHEREAS, Parties~~ARTIES~~ agreed to extend the term of the ~~CONTRACT~~Original Agreement for an additional two (2) years, beginning July 1, 2018 through June 30, 2020; and

WHEREAS, Parties~~ARTIES~~ agree to extend the term of the ~~CONTRACT~~ Original Agreement for an additional four (4) years, beginning July 1, 2020 through June 30, 2024; and

WHEREAS, ~~CONTRACTOR~~Manager is performing satisfactory as required by the ~~CONTRACT~~Original Agreement;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties~~ARTIES~~ mutually agree to amend as follows:

1. The Original Agreement is amended to extend the term of the Original Agreement beginning July 1, 2020~~18~~ through June 30, 2024~~0~~;

2. Paragraph 16. "~~TERM OF AGREEMENT~~Term of Agreement" of the Original Agreement shall be amended under sub-paragraphs A & B to read as follows:
   A. This Agreement shall be in effect for a period of four~~two~~ (4~~2~~) years commencing on July 1, 2020~~18~~ and continue through June 30, 2024~~0~~, unless otherwise terminated by the County~~OUNTY~~.
   ~~B. This Agreement may not be renewed.~~

~~3. Paragraph 20. "INDEMNIFICATIONS" of the Original Agreement shall be amended in its entirety to read as follows:~~
   ~~MANAGER agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by MANAGER pursuant to this CONTRACT. If judgment is entered against MANAGER and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, MANAGER and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment~~

~~4.~~3. Paragraph 21. "Insurance~~NSURANCE~~" of the Original Agreement shall be amended in its entirety to read as follows:

Insurance Provisions

Prior to the provision of services under this Contract~~ONTRACT~~, the

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

~~CONTRACT. In addition, all subcontractors performing work on behalf of MANAGER pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for MANAGER.~~

Manager~~ANAGER~~ shall ensure that all subcontractors performing work on behalf of Manager~~ANAGER~~ pursuant to this Contract~~ONTRACT~~ shall be covered under Manager~~ANAGER~~ 's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Manager~~ANAGER~~. Manager~~ANAGER~~ shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County~~OUNTY~~ from Manager~~ANAGER~~ under this Agreement~~CONTRACT~~. It is the obligation of Manager~~ANAGER~~ 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 Manager~~ANAGER~~ through the entirety of this Agreement~~CONTRACT~~ for inspection by County~~OUNTY~~ representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of $50,000 (Fifty Thousand Dollars) shall specifically be approved by the County~~OUNTY~~'s Risk Manager or designee, upon review of Manager's~~CONTRACTOR'S~~ current audited financial report. If Manager~~ANAGER~~'s SIR is approved, Manager~~ANAGER~~, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement~~CONTRACT~~, agrees to all of the following:

1. In addition to the duty of indemnify and hold the County~~OUNTY~~ harmless against any and all liability, claim, demand or suite resulting from Manager~~CONTRACTOR~~'s, its agents, employee's or subcontractor's performance of this Agreement~~CONTRACT~~, Manager~~ANAGER~~ shall defend the County~~OUNTY~~ at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Manager~~ANAGER~~'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 Manager~~ANAGER~~'s SIR provision shall be interpreted as thought the Manager~~ANAGER~~ was an insurer and the County~~OUNTY~~ was the insured.

If the Manager~~ANAGER~~ fails to maintain insurance acceptable to the County~~OUNTY~~ for the full term of this Agreement~~CONTRACT~~, the County~~OUNTY~~ may terminate this Agreement~~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).

~~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 Manager~~ANAGER~~ shall provide the minimum limits and coverage as set forth below:

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

Commented [WC2]: OK to remove Technology Errors & Omissions

Required Coverage Forms

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

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

Required Endorsements

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

~~1)~~ 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, agents and employees*** as Additional Insureds or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN AGREEMENT~~CONTRACT~~.***

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2) A primary non-contributing endorsement using ISO for CG 20 01 04 13, or a forma at least as broad evidencing that the Manager~~ANAGER~~'s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT~~CONTRACT~~.**

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

Manager~~ANAGER~~ shall notify County~~OUNTY~~ 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~~OUNTY~~. Failure to provide written notice of cancellation may constitute a material breach of the Agreement~~CONTRACT~~, upon which the County~~OUNTY~~ may suspend or terminate this Agreement~~CONTRACT~~.

~~If ManagerANAGER's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), ManagerANAGER shall agree to maintain coverage for two (2) years following the completion of the AgreementCONTRACT.~~

Commented [WC3]: Same as above. Ok to remove Technology Errors & Omissions.

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The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
Insurance certificates should be forwarded to the agency/department addressed for the Project Manager listed in Paragraph 30, "Notices" in this Agreement~~CONTRACT~~.

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

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

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

5.4. Paragraph 30 "NoticeOTICE" of the Original Agreement shall be amended in its entirety to read as follows:

Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PartiesARTIES' Project Managers routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate PartyARTY at the address stated herein or such other address as the PartiesARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For CountyOUNTY:
County of Orange
OC Community Resources
Housing and Community Development/Homeless Prevention
ProjectROJECT ManagerANAGER
1501 E St Andrew Place300 South Grand Avenue, Building "B" 3rd Floor Santa Ana, CA
92705-4407

For ManagerMANAGER:
AbrazarBRAZAR, Inc.
Manager'sANAGER'S Project -
Manager
7101 Wyoming StreetWyoming Street
Westminster, CA 92683-3811

Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Agreement, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties~~ARTIES~~ hereto have executed this ~~FIRST AMENDMENT~~Second Amendment on the dates below their respective signatures:

ABRAZAR, Inc.

By:		By:	
Name:	~~Gloria Reyes~~ ~~Mario Ortega~~	Name:	~~Mario ortega~~
Title:		Title:	~~Chief operating officer~~
Dated:	~~President/CEO~~ ~~o~~ ~~3/13/2018~~4/20/2022	Dated:	~~3/13/2018~~4/20/2022

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

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

DocuSigned by:
Julia Bidwell
5E2FBD06980F43C...

****

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: ______________________ ~~Dated:~~ ~~4/16/2018~~

Dylan Wright, Director Dated:
OC Community Resources

DS
CF

DocuSigned by:
Carolyn S. Frost
D3AB98D76D0B425...

APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL

Attachment DD

~~3/13/2018~~

By:________________________ Dated: ______________________________

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~~Certification of Agreements~~

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~~Date: March~~2613,2018

~~To: Clerk of the Board of Supervisors~~

~~From: OCCR/Housing & Community Development/Homeless Prevention~~

~~Re: ASR Control #: 18-000125, Meeting Date 03/13/18 Agenda Item No.#~~

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~~I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.~~

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~~I further certify that I have been authorized to execute said agreement(s) and have personally executed same.~~

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~~Julia Bidwell~~ ~~Director~~

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~~NameTitle~~

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~~4/16/2018~~

~~Signature~~ ~~Date~~

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Contract Summary Form

Extension of the Community Center Management Agreement with Abrazar, Inc.

SUMMARY OF SIGNIFICANT CHANGES

Extension of the Community Center Management Agreement for four years retroactively from July 1, 2020, to June 30, 2024.

SUBCONTRACTORS

The are no subcontractors that this agreement applies to.

CONTRACT OPERATING EXPENSES

No operating expense

Revision to ASR and/or Attachments

Date: **April 18, 2022**

To: Clerk of the Board of Supervisors

CC: County Executive Office

From: **Colette Farnes, CHRO**

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.04.19 10:41:23 -07'00'

Re: ASR Control #: N/A, Meeting Date April 26, 2022 , Item No. # CS-1

Subject: Conference with Labor Negotiator

Explanation:

I used the incorrect Government Code Section number in the title of CS-1

RECEIVED
2022 APR 19 PM 4:53
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

☒ Revised Recommended Action(s)

Please change to verbiage to say:

CONFERENCE WITH LABOR NEGOTIATOR – Pursuant to Government Code Section 54957.6:
Agency Negotiator: Colette Farnes
Employee Organizations: Unrepresented Employees
RE: Terms and conditions of employment

☒ Make modifications to the:

☒ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

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

BOARD OF SUPERVISORS

MEMORANDUM

RECEIVED
2022 APR 15 PM 1:34
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

04/15/2022

To: Robin Stieler, Clerk of the Board

Doug Chaffee

From: Chairman Doug Chaffee, Fourth District

Subject: Add Supplemental Item for April 26, 2022 Board of Supervisors Meeting

S48A

Chairman Doug Chaffee requests the Clerk of the Board to add a supplemental item to the agenda for the April 26, 2022 Board of Supervisors meeting. The title should read:

Approve the addition of the JOYA Scholars' Grad Celebration & Fundraiser to the County Events Calendar.

Find under Government Code section 26227 that the JOYA Scholars' Grad Celebration & Fundraiser event 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.

REVISION MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Andrew Do, First District and Vice Chairman Donald P. Wagner, Third District

Date: April 22, 2022

RE: REVISION to Agenda item S48B on the April 26, 2022, Board Meeting Agenda re: Amendment to Board of Supervisors Rules of Procedure and Policy to maintain Supervisorial District Integrity

Proposed Recommended Actions for consideration and adoption by the Board of Supervisors:

1. Approve an amendment to Rule 16 of the Board of Supervisors Rules of Procedure incorporating the Board's current BCC template rule on nominees residing in their nominating Supervisors' districts;

2. Adopt Resolution on Supervisorial District Integrity;

3. For events to be held that are inconsistent with the adopted Policy regarding Supervisorial District Integrity, direct the County Executive Officer and County Departments to obtain from the requesting member of the Board, the location, scheduled date, and identity of any recipients or vendors, prior to agendizing that item, sponsorship, or community event on the Community Events Calendar for Board approval.

4. For events already scheduled and paid for prior to redistricting and are now inconsistent with the adopted Policy regarding Supervisorial District Integrity, those events shall be promoted only under the name of the district supervisor or "the County of Orange."

RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF ORANGE
SUPERVISORIAL DISTRICT INTEGRITY

April 26, 2022

WHEREAS the Orange County Board of Supervisors is the governing body for the County of Orange. While the Board exercises its powers as a body, each member of the Board of Supervisors represents a single Supervisorial district as provided by law.

WHEREAS the residents of each Supervisorial district must know which member of the Board of Supervisors represents them on the Board to ensure that County government is held accountable to the people it serves. Residents also need to be able to identify which member of the Board of Supervisors represents them to promptly obtain assistance when seeking to access County public services. Moreover, County law enforcement, medical professionals, and other staff often consult with members of the Board of Supervisors for guidance in delivering County services to residents in their respective Supervisorial districts.

WHEREAS the Board has a significant interest in ensuring that the County resources subject to the Board's budgetary authority are fairly and equitably distributed among all five Supervisorial Districts, and that these limited resources are used properly in each Supervisorial District to address the needs of its residents.

WHEREAS the compelling societal interest in holding County government accountable to the residents it serves is frustrated when there is confusion as to which member of the Board represents an area. Providing clarity in the provision of County resources and services in Supervisorial districts will ensure that residents know which specific Supervisor they can contact to obtain assistance, ask questions, or request action, while also ensuring a fair and equitable distribution of public services across the County.

NOW, THEREFORE BE IT RESOLVED that the Orange County Board of Supervisors hereby:

1. Directs all County resources within the Board's budgetary authority requested, directed, or organized by an individual member of the Board be used or expended within that member's current Supervisorial district, in accordance with Orange County Ordinance 21-013 (approved 12-7-21), unless the Supervisor representing the district where County resources will be used or expended provides written consent for the utilization of those County resources in his or her Supervisorial district. This provision shall not apply to cities and unincorporated areas jointly shared by Supervisors.

2. Directs the County Auditor-Controller to withhold payments for any goods or services sought to be procured by, or at the direction of, a member of the Board that are not in compliance with the requirements of paragraph 1 (i.e., not to be used or

expended within that Board member's current Supervisorial district), until that procurement is specifically authorized by the Board.

3. Determines that, after the effective date of this Resolution, any use of County resources within the Board's budgetary authority requested, directed, or organized by a member of the Board and used or expended outside of the member's current Supervisorial district is presumed to be improper personal promotion of the elected official and also an unauthorized use of those County resources, unless the Supervisor representing the district where County resources will be used or expended provides written consent for the use of those County resources in his or her Supervisorial district. This provision shall not apply to cities and unincorporated areas jointly shared by Supervisors.

4. Directs the Auditor-Controller to promptly notify the Board and, upon Board direction, refer to the Fair Political Practices Commission or the California Attorney General for investigation and/or prosecution of any use or expenditure of County resources that are not in compliance with the requirements of paragraph 3.

RECEIVED
2022 APR 20 AM 10: 35

MEMORANDUM

To: Robin Stieler, Clerk of the Board

for Andrew for DW

From: Supervisor Andrew Do, 1st District and Vice-Chairman Don Wagner, 3rd District

Date: April 20, 2022

Subject: Supplemental Agenda Item April 26, 2022 Board Meeting

S48B

Please add a supplemental item of business to the April 26, 2022 Board Agenda. The title of the supplemental item should read:

Adoption of Amendment to Rule 16 of the Board's Rules of Procedure and Policy to ensure Supervisorial District Integrity

ATTACHMENT (S):

Attachment A- Amendment to Rule 16 of the Board of Supervisors Rules of Procedure
Attachment B- Redline Version to Attachment A

Attachment A

Rule 16 Review and Filing Procedure

All agenda items, except those filed by a Board member, require review by the CEO's Office prior to submission to the Clerk for placement on the agenda. An agenda item and accompanying back-up documents for placement on a Board agenda must be submitted to the CEO's Office pursuant to the ASR Submission Calendar published by the Clerk of the Board. Additional requirements may be imposed by the CEO and Clerk to ensure appropriate review and Brown Act compliance.

Agenda items regarding policy issues that are submitted by Board members shall show the Board member proposing the policy as the "Submitting Agency/Department." Board members shall not use other departments or agencies for such submissions unless directed by the Board at a Board meeting to develop policy direction for the Board.

Except as provided by law, nominees to a board, commission, or committee that are designated for nomination by a specific Supervisorial district shall reside in that Supervisorial district, unless the Supervisor representing the district where the nominee resides provides written consent for the nomination.

Appointments to a board, commission, or committee that are not designated for nomination by a specific Supervisorial district shall be deemed "at large" appointments. All at large appointments shall be for a period of two years. Nominations for at large appointments and nominations to appoint a Board member to a board, commission, or committee may only be submitted by the Chair for placement on the Board agenda.

The CEO's Office will reflect CEO concurrence or non-concurrence on the agenda item and will submit the item to the Clerk for filing pursuant to the ASR Submission Calendar published by the Clerk of the Board.

Notwithstanding any provision in these Rules of Procedure to the contrary, no Memorandum of Understanding, or amendment, codicil, side letter, or any other modification to a Memorandum of Understanding, including any such documents negotiated pursuant to a reopener clause, between the County of Orange and any employee bargaining unit ("proposed labor agreement"), shall be heard as an item on a Board agenda until and unless, at the time of the meeting during which the matter is heard by the Board, one week has passed since the later of the following to occur: (1) the Clerk of the Board has published a copy of the proposed document on the County public website; and (2) the members of the employee bargaining unit have ratified the proposed labor agreement.

Any item that fails to conform to this Rule will be processed pursuant to Rule 17. The CEO may delay submittal of any item to the Clerk that fails to conform to this Rule.

Attachment B

Rule 16 Review and Filing Procedure

All agenda items, except those filed by a Board member, require review by the CEO's Office prior to submission to the Clerk for placement on the agenda. An agenda item and accompanying back-up documents for placement on a Board agenda must be submitted to the CEO's Office pursuant to the ASR Submission Calendar published by the Clerk of the Board. Additional requirements may be imposed by the CEO and Clerk to ensure appropriate review and Brown Act compliance.

Agenda items regarding policy issues that are submitted by Board members shall show the Board member proposing the policy as the "Submitting Agency/Department." Board members shall not use other departments or agencies for such submissions unless directed by the Board at a Board meeting to develop policy direction for the Board.

Except as provided by law, nominees to a board, commission, or committee that are designated for nomination by a specific Supervisorial district shall reside in that Supervisorial district, unless the Supervisor representing the district where the nominee resides provides written consent for the nomination.

Appointments to a board, commission, or committee that are not designated for nomination by a specific Supervisorial district shall be deemed "at large" appointments. All at large appointments shall be for a period of two years. Nominations for at large appointments and nominations to appoint a Board member to a board, commission, or committee may only be submitted by the Chair for placement on the Board agenda.

The CEO's Office will reflect CEO concurrence or non-concurrence on the agenda item and will submit the item to the Clerk for filing pursuant to the ASR Submission Calendar published by the Clerk of the Board.

Notwithstanding any provision in these Rules of Procedure to the contrary, no Memorandum of Understanding, or amendment, codicil, side letter, or any other modification to a Memorandum of Understanding, including any such documents negotiated pursuant to a reopener clause, between the County of Orange and any employee bargaining unit ("proposed labor agreement"), shall be heard as an item on a Board agenda until and unless, at the time of the meeting during which the matter is heard by the Board, one week has passed since the later of the following to occur: (1) the Clerk of the Board has published a copy of the proposed document on the County public website; and (2) the members of the employee bargaining unit have ratified the proposed labor agreement.

Any item that fails to conform to this Rule will be processed pursuant to Rule 17. The CEO may delay submittal of any item to the Clerk that fails to conform to this Rule.

County Executive Office

Memorandum

April 21, 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: 2022.04.21 10:42:30 -07'00'

Subject: Exception to Rule 21

S48C

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 26, 2022, Board Hearing.

Agency: **County Executive Office**
Subject: **Reappoint County Counsel and Approve third Amendment to Employment Agreement**
Districts: **All Districts**

Reason Item is Supplemental: Upon direction from the Board of Supervisors, this Agenda Staff Report needs to be scheduled for the April 26, 2022, Board meeting.

Justification: The existing employment agreement will expire before the next Board of Supervisor meeting. Therefore, immediate board review is required. 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
Clerk's Use Only S48C

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED 2022 APR 21 PM 2:27 CLERK OF THE BOARD ORANGE COUNTY BOARD OF SUPERVISORS

MEETING DATE:	4/26/22
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	Colette Farnes 4/20/2022 *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Colette Farnes (714) 834-2836 Sandra Florez (714) 834-7360

SUBJECT: Reappoint County Counsel and Approve Third Amendment to Agreement for Employment

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
	Approved as to form *Action*	Discussion 3 Votes Board Majority
Frank Kim, CEO 4/21/2022 *CEO Signature*	4/21/2022 *County Counsel Signature*	

Budgeted: Yes | **Current Year Cost:** See Financial Impact Section | **Annual Cost:** See Financial Impact Section

Staffing Impact: No | **# of Positions:** N/A | **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: GF: 100% | **County Audit in last 3 years** No

Prior Board Action: 04/28/2020 #48, 05/08/2018 #S52D, 07/21/2015 #S27A

RECOMMENDED ACTION(S)

1. Reappoint Leon J. Page as County Counsel.

2. Approve the Third Amendment to the Agreement for the Employment of County Counsel, effective April 26, 2022, at an annual salary of $286,848 and an estimated total compensation of $455,820 including benefits.

SUMMARY:

Approval of the agreement will allow Leon Page as the County Counsel, to continue to provide legal guidance and direction to the Board of Supervisors.

BACKGROUND INFORMATION:

A four-year agreement with Leon J. Page for employment as County Counsel was approved on July 21, 2015. A first amendment was executed May 8, 2018 to increase the salary and renew the terms for four years. A second amendment to modify benefits and retirement contributions under the original agreement was executed on April 28, 2020, which allowed for Mr. Page to receive the same benefits generally provided to Executive Management (Group II) employees. No other contract terms have been added or revised.

The attached amended contract increases the salary and renews the term for three years.

FINANCIAL IMPACT:

The negotiated salary for Mr. Page is $286,848. Including the cost of benefits, the total annual cost to the County is anticipated to be $455,820. Salary and benefits appropriations are included in the Office of County Counsel FY 2021-22 Budget for Budget Control 025 and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Agreement for Employment of County Counsel

THIRD AMENDMENT TO
EMPLOYMENT AGREEMENT
FOR
COUNTY COUNSEL

This Third Amendment ("THIRD AMENDMENT") to the Employment Agreement ("AGREEMENT") for the County Counsel is made by and between the County of Orange ("COUNTY") and LEON J. PAGE (hereinafter "PAGE"). The COUNTY and PAGE shall collectively be referred to herein as the "Parties."

ARTICLE I. RECITALS

1.1 **WHEREAS**, by minute order dated July 21, 2015 the Orange County Board of Supervisors ("BOARD") approved the Employment Agreement for County Counsel ("AGREEMENT");

1.2 **WHEREAS,** by minute order dated May 8, 2018 the BOARD approved the First Amendment to the AGREEMENT to extend the term and modify the compensation, benefits, and annual leave under the AGREEMEMT;

1.3 **WHEREAS,** by minute order dated April 28, 2020 the BOARD approved the Second Amendment to the AGREEMENT to modify the compensation and benefits under the AGREEMEMT;

1.4 **WHEREAS**, the EXPIRATION DATE of the AGREEMENT is May 9, 2022;

1.5 **WHEREAS**, the BOARD has determined that PAGE'S performance has to date been satisfactory; and,

1.6 **WHEREAS,** the BOARD has determined that PAGE'S terms and conditions of employment should be amended as follows;

NOW THEREFORE, in consideration of the mutual covenants, representations, and promises set forth herein, the parties agree as follows:

ARTICLE II. TERMS

2.1 Except as modified in this THIRD AMENDMENT, all terms of the AGREEMENT as previously amended shall remain in full force and effect; and

2.2 With respect to Section 2 of the AGREEMENT and in accordance with Government Code section 27641, the EXPIRATION DATE is hereby extended to April 26, 2025.

2.3 With respect to Section 6 paragraph 1 of the AGREEMENT, PAGE shall be compensated by the County on a salary basis in the annual amount $286,848.00 and shall additionally be entitled to receive the same salary adjustments generally provided to the members of the Orange County Attorney's Association.

ARTICLE III. ACKNOWLEDGEMENT AND CONSENT

By signing below, PAGE and Supervisor Doug Chaffee, Chairman of the Board of Supervisors, acting on behalf of the COUNTY, acknowledge that they each have read and fully understand the terms and conditions of this THIRD AMENDMENT, and that they consent and agree to each and every term and condition contained herein.

FOR THE COUNTY OF ORANGE:

_____________________________________ ____________________

Doug Chaffee Date
Chair of the Board of Supervisors
County of Orange

_____________________________________ ____________________

Leon J. Page Date

Signed and certified that copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535

Attest:

____

Robin Stieler
Clerk of the Board of Supervisors
Orange County California

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

By DocuSigned by: 570D52AF08BB44C... 4/21/2022

Teri L. Maksoudian
Supervising Deputy County Counsel

Revision to ASR and/or Attachments

Date: **4/21/2022**

To: Clerk of the Board of Supervisors

CC: County Executive Office

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: 2022.04.21 16:47:18 -07'00'

RECEIVED
2022 APR 21 PM 4:49

Re: ASR Control #:______, Meeting Date 04/26/2022, Item No. # S48D

Subject: Reappoint Internal Audit Director and Approve First Amendment to Agreement for Employment

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Explanation:

Revise Item one of Recommended Action.

☒ Revised Recommended Action(s)

~~Approve the~~ Reappoint ~~of~~ Agripino Alonso as the Internal Audit Director.

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

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

County Executive Office

Memorandum

April 21, 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: 2022.04.21 11:06:16 -07'00'

Subject: Exception to Rule 21

S48D

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 26, 2022, Board Hearing.

Agency: **County Executive Office**
Subject: **Approve First Amendment to Agreement for Employment to Reappoint the Internal Audit Director**
Districts: **All Districts**

Reason Item is Supplemental: Upon direction from the Board of Supervisors, this Agenda Staff Report needs to be scheduled for the April 26, 2022, Board meeting.

Justification: The existing employment agreement has expired. Therefore, immediate board review is required. 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

DocuSign Envelope ID: 644AC59C-E34F-483C-8C77-150CEE0AE1B1

Agenda Item
Clerk's Use Only S48D

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2022 APR 21 PM 2:27
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE:	4/26/22
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	DocuSigned by: Colette Farnes 4/21/2022 *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Colette Farnes (714) 834-2836 Sandra Florez (714) 834-7360

SUBJECT: Reappoint Internal Audit Director and Approve First Amendment to Agreement for Employment

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
	Approved as to Form	Discussion
DocuSigned by: Frank Kim, CEO 4/21/2022 *CEO Signature*	*Action* DocuSigned by: Leon Page 4/21/2022 *County Counsel Signature*	3 Votes Board Majority

Budgeted: Yes

Current Year Cost: See Financial Impact Section

Annual Cost: See Financial Impact Section

Staffing Impact: No

# of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: GF: 100%

County Audit in last 3 years No

Prior Board Action: 02/26/2019 #S45G

RECOMMENDED ACTION(S)

1. Approve the Reappoint of Agripino Alonso as the Internal Audit Director.

2. Approve the First Amendment to the Agreement for Employment of the Internal Audit Director, effective April 8, 2022, at an annual salary of $226,428 and an estimated total compensation of $371,784 including benefits.

SUMMARY:

Re-appointing Agripino Alonso as the Internal Audit Director at an annual salary of $226,428, with an estimated annual total compensation of $371,784, including benefits, will allow for the continued production of highly reliable independent objective evaluations in all areas of County business.

BACKGROUND INFORMATION:

The Internal Audit Office reports directly to the Board of Supervisors and provides highly reliable, independent objective evaluations regarding business and financial advisory services to protect and safeguard the County's resources and assets. The Internal Audit Director manages the Internal Audit Department under the oversight of the Audit Oversight Committee.

A three-year agreement with Agripino Alonso for employment as Internal Auditor was executed on February 26, 2019 and was effective beginning April 8, 2019.

The attached amended contract renews the term for three years.

FINANCIAL IMPACT:

The total compensation, including the cost of benefits, is anticipated to be $371,784. Salary and benefits appropriations are included in Budget Control 079, Internal Audit, FY 2021-22's Budget and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Agreement for Employment of Internal Audit Director

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR INTERNAL AUDIT DIRECTOR

This First Amendment ("FIRST AMENDMENT") to the Employment Agreement ("AGREEMENT") for the Internal Audit Director is made by and between the County of Orange ("COUNTY") and Agripino Alonso (hereinafter "ALONSO"). The COUNTY and ALONSO shall collectively be referred to herein as the "Parties."

ARTICLE I. RECITALS

1.1 **WHEREAS**, by minute order dated February 26, 2019, the Orange County Board of Supervisors ("BOARD") approved the Employment Agreement for Internal Audit Director ("AGREEMENT");

1.2 **WHEREAS**, though EXPIRATION DATE of the AGREEMENT was April 8, 2022, ALONSO has without interruption continued to faithfully perform his duties as Internal Audit Director;

1.3 **WHEREAS**, the BOARD has determined that ALONSO'S performance has to date been satisfactory.

1.4 **WHEREAS,** the BOARD has determined that ALONSO'S terms and conditions of employment should be amended, effective April 8, 2022, as follows:

ARTICLE II. TERMS

NOW THEREFORE, in consideration of the mutual covenants, representations, and promises set forth herein, the parties agree as follows:

2.1 Except as modified in this FIRST AMENDMENT, all terms of the AGREEMENT shall remain in full force and effect; and

2.2 With respect to Section 2 of the AGREEMENT, the EXPIRATION DATE is hereby extended to Monday, April 26, 2025.

ARTICLE III. ACKNOWLEDGEMENT AND CONSENT

By signing below, ALONSO and Supervisor Doug Chaffee, Chairman of the Board of Supervisors, acting on behalf of the COUNTY, acknowledge that they each have read and fully understand the terms and conditions of this FIRST AMENDMENT, and that they consent and agree to each and every term and condition contained herein.

______________________________ ________________
Agripino Alonso Date

FOR THE COUNTY OF ORANGE:

______________________________ ________________
Doug Chaffee Date
Chair of the Board of Supervisors
County of Orange

Signed and certified that copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535

Attest:

____

Robin Stieler
Clerk of the Board of Supervisors
Orange County California

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

By DocuSigned by: Leon Page 3D3EBB13F30246E... 4/21/2022

Leon J. Page
County Counsel

Board of Supervisors

Memorandum

April 22, 2021

To: Clerk of the Board

From: Supervisor Lisa Bartlett, 5th District

Subject: Addition to the County Events Calendar S48E

Please add the following item to the Supplemental Calendar for the April 26, 2022 Board Agenda.

Supervisor Bartlett:
Add to the County Events Calendar the annual Family Assistance Ministries Mission Possible event to help the homeless and hungry taking place May 20, 2022 and make related findings per Government Code Section 26227.

Lisa Bartlett

Supervisor Lisa Bartlett

Doug Chaffee

Chairman Doug Chaffee

RECEIVED
2022 APR 22 AM 11:51
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

RECEIVED

2022 APR 19 PM 3:20

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 26, 2022

MEMORANDUM

April 18, 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 26, 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