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.

December 10, 2019

PRESENTATION (9:00 A.M.)

Chairwoman Bartlett will be presenting certificates of recognition to OC Fire Watch Program and exemplary Fire Watch volunteers

CONSENT

5. Revised Title to read:
Supervisor Chaffee - ***Board of Supervisors Acting as Board of Commissioners for Orange County Housing Authority*** **-** Housing and Community Development Commission - Appoint Montana Sudul, Orange, to complete term ending 6/30/21

7. Deleted

DISCUSION

28. Revised Title to read:
County Executive Office - Approve recommended positions on introduced or amended legislation and consider other legislative subject matters*; and approve 2020 Legislative Affairs Program Guidelines* - All Districts

29. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted *by OC Public Works, District Attorney, OC Community Resources and Health Care Agency* in 12/10/19 grant report and other actions as recommended*; adopt resolution authorizing the filing of application for "State General Fund" CAL Fire grant program funds; authorizing OC Public Works Director or designee to conduct all negotiations, execute and submit all related documents; adopt resolution authorizing OC Public Works Director or designee on behalf of County and South Orange County Integrated Regional Water Management Group to submit application related documents, negotiate, execute grant agreement and amendments with California Department of Water Resources for 4 highest ranked water resource projects in South Orange County Integrated Regional Water Management Plan ($2,330,002); adopt resolution authorizing District Attorney or designee to execute grant award agreement and amendments with California Department of Insurance for High Impact Insurance Fraud Program, 7/1/19 - 6/30/20 ($468,899); and making California Environmental Quality Act and other findings; adopt resolution authorizing OC Community Resources Director or designee to submit application and execute all related documents required for participation in Orange County Transportation Authority for funding under the Project V Community-Based Transit/Circulators Program grant; and approve 2020 Grants Manual Policy* - All Districts

Document last updated: 12/10/2019 8:18 AM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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

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

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

Items: 28 and 29

Supplemental Item(s)

S29A. **Vice Chair Steel** - Airport Land Use Commission for Orange County - Appoint Devasis Ghose, Newport Beach, to complete term ending 5/2/22

S29B. **Supervisor Wagner** - Orange County Visitors Association - Appoint Senjeev Ganatra, Tustin, for term concurrent with 3rd District Supervisor's term of office

S29C. **Supervisor Wagner** - Approve addition of Youth Centers of Orange Event, The Holiday on Main Street Event, Flu Shot Events and districtwide community survey to FY 2019-20 County Events Calendar and make related findings per Government Code Section 26227

S29D. Revised Title to read:
County Executive Office - Authorize Auditor-Controller or designee to issue *and execute* sole source contract MA-003-20010753 with CGI Technologies and Solutions Inc. for professional services, third-party software and associated software licensing for upgrade of County's Performance Budgeting System, 12/11/19 - 6/30/20 ($775,794) - All Districts

S29E. **Health Care Agency** - Adopt resolution authorizing Director or designee to submit and execute application and related documents to State Department of Housing and Community Development for No Place Like Home Competitive Notice of Funding Availability to fund Casa Paloma project by American Family Housing, Midway City ($6,508,000), Westview House project by Community Development Partners, Santa Ana ($7,110,880); Huntington Beach Senior Housing by Jamboree Housing Corporation, Huntington Beach ($6,386,700); Villa St. Joseph project by Mercy Housing California, Orange ($4,882,032) and Mountain View project by National CORE, Lake Forest ($1,889,772); and authorize Director or designee to utilize any unencumbered Special Needs Housing Project balance of funds to extend affordability for existing Mental Health Services Act Housing or Special Needs Housing Program projects and execute release and transfer authorization form - Districts 1, 2, 3 and 5

SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Jodi Harvey v. County of Orange Case No.: 30-2018-00978780-CU-PA-CJC

Document last updated: 12/10/2019 8:18 AM

CLERK OF THE BOARD

MEMORANDUM

December 5, 2019

To: Honorable Board of Supervisors

From: Jamie Ross, Board Services Manager

Subject: December 10, 2019 Board Agenda, Item 5

RECEIVED
2019 DEC -5 AM 9:11
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

One of the Legal Entities Taking Action was inadvertently left off the title for item 5.

The correct title should read:

Supervisor Chaffee - ***Board of Supervisors Acting as Board of Commissioners for Orange County Housing Authority*** – Housing and Community Development Commission – Appoint Montana Sudul, Orange, to complete term ending 6/30/21

cc.: Frank Kim, CEO
Leon Page, County Counsel

Continuation or Deletion Request

Date: **December 5, 2019**

To: Clerk of the Board of Supervisors

From: **Senior Director Robert Beaver, Sheriff-Coroner Department**

Re: ASR Control #: 19-001063, Meeting Date 12/10/19 Agenda Item No. # 7

Subject: **Accept Donation of Five Body Scanners from County of San Diego**

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

Comments:

☒ Request deletion of Agenda Item No. # 7

Comments: Request to delete this item from the December 10, 2019 Board Agenda. County of San Diego determined that it desired to retain the equipment, and will not be donating it to County of Orange.Accept Donation of Five Body Scanners from County of San Diego

Legislative Bulletin

DRAFT

A Publication of the County Executive Office/Legislative Affairs

December 10, 2019
Item No. 28

County of Orange Positions on Proposed Legislation

The Legislative Bulletin provides the Board of Supervisors with analyses of measures pending in Sacramento and Washington that are of interest to the County. Staff provides recommended positions that fall within the range of policies established by the Board. According to the County of Orange Legislative Affairs Procedures adopted by the Board of Supervisors on November 25, 2014, staff recommendations for formal County positions on legislation will be agendized and presented in this document for Board action at regular Board of Supervisors meetings. When the Board takes formal action on a piece of legislation, the CEO will direct the County's legislative advocates to promote the individual bills as approved by the Board. The Legislative Bulletin also provides the Board of Supervisors with informative updates on State and Federal issues.

The 2019-2020 Legislative Platform was adopted by the Board of Supervisors' on December 4, 2018.

On December 10, 2019, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

1. **APPROVE – 2020 Legislative Affairs Program Guidelines**

2. **Receive and File Legislative Bulletin**

RECOMMENDED ACTIONS

1. APPROVE – 2020 Legislative Affairs Program Guidelines (Attachment A)

SUMMARY:

Approving the 2020 Orange County Legislative Affairs Program Guidelines will allow the County to continue to pursue critical policy initiatives in Sacramento and Washington DC.

BACKGROUND INFORMAITON:

The Legislative Affairs Program Guidelines (Guidelines) serve as a protocol for the Board of Supervisors (Board), County departments/agencies (Departments), CEO office of Legislative Affairs (CEO-LA), and the County's Legislative Advocates to follow.

The Guidelines were first adopted by the Board on June 3, 2003 and remained largely in place until a comprehensive review and update of the protocol and procedures was completed and presented to the Board for adoption on November 25, 2014. The motion included a directive that going forward, CEO-LA will annually review the Guidelines before bringing to the Board for approval, prior to the start of the legislative sessions in Sacramento and Washington DC.

The 2020 Legislative Affairs Program Guidelines before the Board for approval contain clarification language, which incorporate existing practices by Departments, CEO-LA and the County's Legislative Advocates.

INFORMATIONAL ITEMS

1. County Position Matrix: CEO-LA

The tables below list bills the County has taken positions on in 2019.

State Legislation *As of Thursday, December 5, 2019*

Bill Number	Author	Subject	Position	Date of Board Action	Status	Notes
AB 132	Cooper	Trial Costs: Joseph James DeAngelo, Jr.	**Support**	2.26.19	Assembly Public Safety – 2 Year Bill	
AB 139	Quirk-Silva	Emergency and Transitional Housing Act of 2019	**Support**	3.26.19	Chaptered #335	
AB 141	Cooper	County Reimbursement: Joseph James DeAngelo, Jr. Costs	**Support**	4.9.19	Assembly Appropriations – Suspense File: 2 Year Bill	
AB 143	Quirk-Silva	Shelter Crisis: Homeless Shelters: County of Orange	**Support**	3.12.19	Chaptered #336	
AB 212	Bonta	Counties: Recording Fees	**Support**	4.9.19	Chaptered #41	

AB 368	Quirk-Silva	Southern California Veterans Cemetery	**Watch**	6.25.19	Chaptered #284	
AB 516	Chiu	Authority to Remove Vehicle	**Oppose**	6.4.19	Senate Appropriations – Suspense File: 2 Year Bill	
AB 517	Chen	Orange County Property Crime Task Force	**Support**	3.12.19	Assembly Appropriations – Suspense File: 2 Year Bill	
AB 563	Quirk-Silva	Mental Health: Funding	**Support**	5.7.19	Assembly Appropriations – Suspense File: 2 Year Bill	
AB 615	Brough	Alcoholism or drug abuse recovery and treatment services: referral	**Support**	3.26.19	Assembly Public Safety – Failed Passage	
AB 761	Nazarian	State Armories: Homeless Shelters	**Support**	4.9.19	Chaptered #338	
AB 919	Petrie-Norris	Alcoholism and drug abuse recovery and treatment	**Support**	6.4.19	Chaptered #811	
AB 920	Petrie-Norris	Substance Use Disorder Services: Advisory Group	**Support**	7.16.19	Vetoed	
AB 956	Diep	Telecommunications: automatic dialing-announcing devices: residential subscriber information emergency alert notifications	**Support**	3.26.19	Chaptered #232	
AB 964	Medina	County Jails: Visitation	**Oppose**	4.9.19	Assembly Appropriations – Suspense File: 2 Year Bill	
AB 1568	McCarty	Housing Law Compliance: Prohibition on Applying for State Grants	**Oppose**	4.23.19	Assembly Appropriations – Suspense File: 2 Year Bill	
SB 12	Beall	Mental Health Services: Youth	**Support**	5.7.19	Assembly Appropriations – Suspense File: 2 Year Bill	
SB 40	Wiener	Conservatorship: Serious Mental Illness and Substance Use Disorders	**Support**	4.23.19	Chaptered #467	
SB 128	Beall	Public contract: Best Value Construction Contracting for Counties Pilot Program	**Support if Amended**	7.30.19	Chaptered #501	
SB 144	Mitchell	Fees: Criminal Admin Fees	**Oppose**	5.7.19	Assembly Public Safety – 2 Year Bill	
SB 161	Bates	Controlled Substances: Fentanyl	**Support**	2.26.19	Senate Public Safety – Failed Passage	

SB 258	Hertzberg	California Emergency Solutions and Housing Program: grants: homeless shelters: pets and veterinary services	**Support**	5.21.19	Assembly Appropriations – Suspense File: 2 Year Bill	
SB 450	Umberg	California Environmental Quality Act exemptions: supportive and transitional housing: motel conversions	**Support**	5.21.19	Chaptered #344	
SB 465	Bates	San Onofre Nuclear Generating Station: Emergency Planning	**Support**	5.7.19	Assembly Appropriations: Suspense File	
SB 555	Mitchell	Jails and Juvenile Facilities: Telephone Services: Store	**Oppose**	6.25.19	Assembly Appropriations – Suspense File: 2 Year Bill	
SB 573	Chang	Homeless Emergency Aid Program: Funding	**Support**	3.26.19	Assembly Housing and Community Development – 2 Year Bill	
SB 589	Bates	Alcohol and other drug abuse recovery services: advertising and marketing	**Support**	3.26.19	Vetoed	
SB 665	Umberg	Mental Health Services Fund: County Jails	**Sponsor /Support**	4.23.19	Assembly Rules	
SB 689	Moorlach	Needle and Syringe Exchange Program	**Support**	3.12.19	Senate Health – Failed Passage	
SB 736	Umberg	Creative Economy Task Force	**Support**	5.21.19	Assembly Appropriations – Suspense File: 2 Year Bill	

Federal Legislation *As of Thursday, December 5, 2019*

Bill Number	Author	Subject	Position	Date of Board Action	Status	Notes
HR 2995	Levin	Spent Fuel Prioritization Act	**Support**	6.25.19	House Committee on Energy and Commerce	
S.923	Feinstein	Fighting Homelessness Through Services and Housing Act	**Support**	5.7.19	Senate Committee on Health, Education, Labor and Pensions	

2. Housing/Homelessness Legislation Update: CEO-LA

The tables below list active legislation from the 2019-20 legislative session relating to housing/homelessness.

State Legislation *As of Thursday, December 5, 2019*

Bill No.	Author	Subject	Outside Orgs.	Status	Board Position
AB 11	Chiu	Community Redevelopment Law of 2019.	CSAC – Watch	Assembly Appropriations- 2 Year Bill	
AB 14	Rivas, Luz	Multifamily Housing Program: homeless youths: homeless families.	CSAC – Watch	Assembly Housing and Community Development	
AB 16	Rivas, Luz	Homeless children and youths: reporting.	CSAC – Watch	Vetoed	
AB 22	Burke	Housing: safe and clean shelter for children.	CSAC – Watch	Assembly Housing and Community Development – 2 Year Bill	
AB 58	Rivas, Luz	Homeless Coordinating and Financing Council.	CSAC – Support if Amended	Chaptered #334	
AB 67	Rivas, Luz	Homeless integrated data warehouse	CSAC – Watch	Senate Appropriations – Suspense File: 2 Year Bill	
AB 68	Ting	Land use: accessory dwelling units.	CSAC – Concerns UCC – Concerns	Chaptered #655	
AB 69	Ting	Land use: accessory dwelling units.	CSAC – Support	Senate Floor - 2 Year Bill	
AB 139	Quirk-Silva	Emergency and Transitional Housing Act of 2019	CSAC – Watch	Chaptered #335	Support – 3/26/19
AB 143	Quirk-Silva	Shelter Crisis: Homeless Shelters: County of Orange	CSAC – Watch	Chaptered #336	Support – 3/12/19
AB 146	Quirk-Silva	State highways: property leases: County of Orange.		Assembly Local Government – 2 Year Bill	
AB 307	Reyes	Homeless youth: grant program.	CSAC – Support if Amended	Senate Appropriations – Suspense File: 2 Year Bill	
AB 531	Friedman	Foster youth: housing.	CSAC – Support	Senate Appropriations – Suspense File: 2 Year Bill	
AB 599	Maienschein	Housing programs: definitions: workforce housing.	CSAC – Watch	Assembly Housing and Community Development – 2 Year Bill	
AB 671	Friedman	Accessory dwelling units: incentives.	CSAC – Concerns	Chaptered #658	
AB 725	Wicks	General plans: housing element: above moderate-income housing: suburban and metropolitan jurisdictions.		Assembly Housing and Community Development – 2 Year Bill	
AB 728	Santiago	Homeless multidisciplinary personnel teams.	CSAC – Support	Chaptered #337	
AB 761	Nazarian	State armories: homeless shelters.	CSAC – Watch	Chaptered #338	Support – 4/9/19
AB 816	Quirk-Silva	California Flexible Housing	CSAC – Watch	Assembly Appropriations –	

		Subsidy Pool Program.		Suspense: Held	
AB 847	Grayson	Housing: transportation-related impact fees grant program.	CSAC – Watch	Assembly Housing and Community Development – 2 Year Bill	
AB 881	Bloom	Accessory dwelling units.	CSAC – Pending	Chaptered #659	
AB 995	Ting	Transitional Housing Program-Plus.	CSAC – Watch	Senate Rules – 2 Year Bill	
AB 1074	Diep	Accessory Dwelling Unit Construction Bond Act of 2020.	CSAC – Watch	Assembly Housing and Community Development – 2 Year Bill	
AB 1177	Frazier	Planning and zoning: housing development: streamlined approval.	CSAC – Watch	Assembly Housing and Community Development – 2 Year Bill	
AB 1197	Santiago	California Environmental Quality Act: exemption: City of Los Angeles: Supportive Housing and Emergency Shelters	CSAC – Watch	Chaptered #340	
AB 1235	Chu	Homeless youth prevention centers.	CSAC – Pending	Chaptered #341	
AB 1255	Rivas, Robert	Surplus public land: database.	CSAC – Pending	Chaptered #661	
AB 1279	Bloom	Planning and zoning: housing development: high-resource areas.	CSAC – Concerns	Senate Housing – 2 Year Bill	
AB 1483	Grayson	Housing data: collection and reporting.	CSAC – Oppose Unless Amended	Chaptered #662	
AB 1484	Grayson	Mitigation Fee Act: housing developments.	CSAC - Concerns	Senate Rules	
AB 1485	Wicks	Housing development: incentives.	CSAC – Pending	Chaptered #663	
AB 1561	Garcia, Cristina	Planning and zoning: Housing element	CSAC – Pending	Senate Rules	
AB 1568	McCarty	Housing law compliance: prohibition on applying for state grants.	CSAC – Oppose UCC – Oppose	Assembly Appropriations – 2 Year Bill	Oppose – 4/23/19
AB 1711	Santiago	Homeless populations: disease outbreak.	CSAC – Watch	Assembly Appropriations- 2 Year Bill	
AB 1717	Friedman	Transit-Oriented Affordable Housing Funding Program Act.	CSAC – Watch	Assembly Appropriations – 2 Year Bill	
AB 1763	Chiu	Planning and zoning: density bonuses: affordable housing.	CSAC – Pending	Chaptered #666	
SB 4	McGuire	Housing.	CSAC – Pending	Senate Governance and Finance – 2 Year Bill	
SB 5	Beall	Affordable Housing and Community Development Investment Program.	CSAC – Support	Vetoed	
SB 6	Beall	Residential development: available land.	CSAC – Watch	Chaptered #667	
SB 9	Beall	Income taxes: low-income housing credits: allocation: sale of credits.	CSAC – Support	Assembly Housing and Community Development – 2 Year Bill	
SB 13	Wieckowski	Accessory dwelling units.	CSAC – Oppose	Chaptered #653	

			Unless Amended		
SB 18	Skinner	Keep Californians Housed Act.		Chaptered #134	
SB 48	Wiener	Interim housing intervention developments.	CSAC – Watch	Senate Appropriations – 2 Year Bill	
SB 50	Wiener	Planning and zoning: housing development: incentives.	CSAC – Oppose Unless Amended	Senate Appropriations – 2 Year Bill	
SB 191	Morrell	Land use: housing element.	CSAC – Watch	Senate Rules	
SB 258	Hertzberg	California Emergency Solutions and Housing Program: grants: homeless shelters: pets and veterinary services.	CSAC- Watch	Assembly Appropriations – Suspense File: 2 Year Bill	Support – 5/21/19
SB 282	Beall	Supportive housing for parolees.	CSAC – Watch	Assembly Appropriations – Suspense File	
SB 330	Skinner	Housing Crisis Act of 2019.	CSAC – Oppose Unless Amended	Chaptered #654	
SB 384	Morrell	Housing.	CSAC – Pending	Senate Environmental Quality – Failed Passage	
SB 450	Umberg	California Environmental Quality Act exemption: supportive and transitional housing: motel conversion.	CSAC – Support	Chaptered #344	Support – 5/21/19
SB 532	Portantino	Redevelopment: bond proceeds: affordable housing.	CSAC – Neutral	Vetoed	
SB 573	Chang	Homeless Emergency Aid program: funding.	CSAC – Support If Amended	Assembly Housing and Community Development – 2 Year Bill	Support – 3/26/19
SB 744	Caballero	Planning and zoning: California Environmental Quality Act: permanent supportive housing: No Place Like Home Program.	CSAC – Watch	Chaptered #346	
SCA 1	Allen	Public housing projects.	CSAC – Support	Assembly Rules	

Highlighted sections symbolize a status change

3. Sacramento Legislative Report

Prepared by Precision Advocacy Group LLC

October General Fund Revenues. The Department of Finance (DOF) and the State Controller released reports on General Fund revenues, showing them in comparison to the 2019-20 Budget Act.

Oct 2019 Tax Revenues	DOF Oct	DOF Fiscal Year-to-Date	State Controller Fiscal Year-to-Date
Corporation	$6 million above forecast	$688 million above forecast	$785 million above forecast

Personal Income	$202 million below forecast	$622 million below forecast	$60 million below forecast
Sales and Use	$74 million below forecast	$151 million below forecast	$340 million above forecast
Total Revenues	$211 million below forecast	$77 million above forecast	$1.25 billion above forecast

2020-21 Budget: Fiscal Outlook. The Legislative Analyst's Office (LAO) released their annual report examining California's fiscal outlook utilizing an economic growth and a recession scenario November 20. The LAO notes on multiple occasions that these analyses are fluid and are subject to change based on actions of the federal government, state lawmakers, and voters. A couple of risk factors mentioned by the LAO that could derail the budget include a major natural disaster such as an earthquake or fire, or, to a lesser extent, the federal government rejecting California's managed care organization tax.

This report aims to answer three questions for the Legislature:

1. Does the budget have enough resources available to fund its current commitments in the upcoming fiscal year?
2. Over the longer term, does the budget have capacity to take on new commitments, such as spending increases or tax reductions?
3. In the event of a recession, would reserves be sufficient to cover revenue shortfalls?

The answer to each of these questions appears to be yes, within reason. Due to the long period of economic growth and prior budgetary decisions, California is in a good position to weather some volatility within the state budget.

2019-20 Budget

The LAO estimates that revenues over 2018-19 and 2019-20 will come in $1.6 billion higher than estimated in the 2019-20 Budget Act, primarily the result of higher than anticipated personal income tax revenues. $250 million of this amount will be allocated to the Prop 98 education guarantee, leaving $1.3 billion in discretionary General Fund (GF) revenues that could be allocated by the Legislature.

The LAO assumes reauthorization of the managed care organization (MCO) tax which increases 2019-20 revenues by $900 million. Costs for Medi-Cal, Cal Grants, and CalWORKs are estimated to be $450 million lower than anticipated in the 2019-20 Budget Act. In total, the budget surplus is estimated to be approximately $2.6 billion at the end of the budget year.

2020-21 Budget

At the close of the 2020-21 budget year, the LAO estimates a $7 billion surplus based on the following:

- 3.5% GF growth in 2019-20 through 2020-21, totaling $5.3 billion, $2 billion of which would be allocated to the Prop 98 guarantee.
- Reauthorization of the MCO tax is approved by the federal government. If it is not approved, the estimated surplus in 2020-21 would be about $4 billion.
- Growth in overall expenditures remains slow, partially as a result of roughly $5 billion in one-time programmatic spending that does not continue in 2020-21.

In terms of ongoing commitments, the State is anticipated to have an ongoing surplus of about $3 billion available for expenditure. However, the LAO recommends that the Legislature budget $1 billion or less for ongoing purposes in 2020-21. The remaining surplus should be allocated toward building reserves, paying down debt, and providing funding for one-time flexible commitments. The LAO estimates the Budget Stabilization Account (BSA)/rainy-day fund will reach about $18.3 billion by the end of 2020-21.

Assessing the Budget's Condition through 2023-24 Under Economic Growth

Under the LAO's economic growth scenario, the LAO assumes:

- Job growth continues at a somewhat slower pace than in recent years.
- Wage growth slows, but remains above average in some high-wage industries and in technology.
- The stock market remains relatively flat, growing 3% from 2020 to 2024.
- Revenue growth averages 3.4%, increasing the State's GF revenues from $146 billion to $167 billion.

The LAO examines economic growth under a baseline spending scenario as well as an alternative scenario in which some risks that have a large GF impact are realized.

Baseline

- The LAO estimates that overall GF spending will grow nearly $18 billion (2.9%), based on current laws and policies between 2019-20 through 2023-24. Surpluses will average around $3 billion annually.
- The costs of several major GF programs are trending down. Medi-Cal growth is expected to decline from 7.5% in 2017 to 5.5%. California Department of Corrections and Rehabilitation costs have declined due to fewer inmates; however, employee compensation costs are growing. The cost of bond debt has declined substantially because the State Treasurer has refinanced much of the state's bond debt to a lower interest rate.

Alternative Funding Scenario

- Surpluses decline below $1 billion under the alternative expenditure scenario, which assumes the following:
    - Recent draft guidance from the federal government would disallow the MCO tax, however it's possible that it will be approved under existing regulations. If the federal government does not approve the MCO tax, GF Medi-Cal costs will be $7 billion higher across the outlook period.
    - The federal government is scheduled to reduce funding for hospitals that serve a disproportionate share of Medi-Cal and uninsured patients. Reducing the funding triggers reductions in the required amount of state and local matching funds. If Congress delays the funding cut, state costs would remain $200 million higher annually.
    - The $15 billion education bond is approved by voters in March 2020, resulting in increased GF costs of $500 million in the last year of the outlook.
    - The State faces one major natural disaster.

Assessing the Budget's Condition through 2023-24 Under a Recession Scenario

The LAO's recession scenario assumes that California enters a recession in January 2021:

- The unemployment rate would begin to rise in January 2021, eventually peaking at 8% and declining in 2022.
- Revenue growth would slow in 2020-21 and decline year over year by close to $8 billion in 2021-22.
- Compared to the economic growth scenario, total revenue loss over the outlook period would be just over $50 billion.
- The economy would start to recover in 2022, with revenues growing slowly in 2022-23, and more robustly in 2023-24.
- Lower required spending on schools and community colleges would offset $20 billion of revenue losses. Reserves would be nearly sufficient to hold school funding flat. If the Legislature wanted to mitigate the impact to schools, deficits would be larger.
- Lower debt and infrastructure spending requirements would offset $7 billion in revenue losses, as the state would suspend required deposits into reserves and stops making infrastructure payments.

- The LAO estimates that reserves would be sufficient to cover deficits. The State would enter the recession with nearly $23 billion in reserves and ends 2023-24 with $9 billion in reserves remaining.
- The 2019-20 budget package made a number of ongoing program augmentations subject to suspension on 12/31/21 if the budget is not projected to collect sufficient revenues to fund them. The LAO assumes these augmentations would be suspended.

4. Washington DC Legislative Report

Prepared by Potomac Partners DC

During the week of December 2nd, the House and Senate were in session. Just before the recess, House and Senate Appropriations Committee Chairs Nita Lowey (D-NY) and Richard Shelby (R-AL) announced an agreement on the individual subcommittee spending allocations for fiscal year 2020 (FY20). These spending allocations, called 302(b)s, have not been released. One of the most contentious items still being debated is the President's request for funding dedicated to the construction of new barriers on the Southern Border. On December 3rd, the Senate Appropriations Committee Chairman Shelby (R-AL) discussed the possibility of funding the Department of Homeland Security (DHS) with a Continuing Resolution (CR) to remove the item from negotiations, allowing the remaining 11 bills to proceed before the end of the year. However, this plan comes with the risk that the President will not sign any new spending bills without agreement on a border wall. The President has committed to not signing another 12-bill omnibus spending package. House Majority Leader Steny Hoyer (D-MD) said on Wednesday that while it would be unwise to test the President on this issue, House Democrats would prefer to reach agreement on all 12 bills before December 20th. House Appropriations Committee Chair Nita Lowey (D-NY) has given the Subcommittee Chairs until Friday to submit any sticking points that must be settled, a good sign that Appropriators are serious about trying to avoid another CR in late December.

The House Intelligence Committee released a report on their impeachment inquiry hearings. The report concludes that the President used his position for political gain and that the President has obstructed the House's impeachment inquiry. On December 4th the House Judiciary Committee held a hearing with four academic legal experts to testify on the constitutional grounds for Presidential Impeachment. If House Democrats choose to move forward with Articles of Impeachment, it is most likely that the resolution will be carried from the House Judiciary Committee directly to the House floor. Procedurally, it is possible that the resolution will be considered in the House Rules Committee as well, but this was not the case during the Clinton or Nixon impeachments. If the House votes to impeach, the Senate will hold a trial. It would take 20 Republicans to side with Democrats to remove the President from office, which is unlikely since none have expressed support for the inquiry.

On December 4th the Assistant Secretary of the Navy for Research, Development and Acquisition testified before the Senate Armed Services Committee that a long-term CR would put $20.5 billion in Navy funding at risk this year alone by freezing programs and forcing cost increases.

On December 5th the House Transportation and Infrastructure Committee held a joint hearing entitled "*Where's My Stuff?: Examining the Economic Environmental and Societal Impacts of Freight Transportation*". This hearing is expected to examine the impact of freight movement on climate change.

On December 4th the Department of Agriculture announced a final rule that will restrict the states' ability to exempt single able-bodied adults without dependents from statutory time limits and work requirements to receive Supplemental Nutrition Assistance Program (SNAP) benefits. The rule (found HERE) is expected to be published on the Federal Register on December 5th and will become effective on April 1, 2020. This regulation was initially included in the 2018 "Farm Bill" passed by the House but was removed after Senate Democrats opposed the change. An estimated 700,000 people currently receiving SNAP could be affected.

On November 25th the Environmental Protection Agency (EPA) released an Advance Notice of Public Rulemaking, found HERE, regarding certain per- and polyfluoroalkyl substances (PFAS) chemicals. The EPA is requesting comment on which PFAS have sufficient toxicity information to warrant inclusion on the list of chemicals that will require public reporting on emissions. This rulemaking was released as part of the EPA's PFAS action plan, found HERE. PFAS chemicals are typically used in firefighting applications in aviation and at airports to make water more effective at dousing fuel fires.

If you or your staff have any questions or require additional information on any of the items in this bulletin, please contact Peter DeMarco at 714-834-5777.

LEGISLATIVE AFFAIRS PROGRAM GUIDELINES
2020

The County of Orange recognizes the need to protect its interests in Sacramento and Washington, DC. To be most effective, the County of Orange has at its disposal the County Executive Office-Legislative Affairs Unit and the County's Legislative Advocates.

Attempts to impact public policy debate are an ongoing challenge. As more entities engage in these debates, the County of Orange must ensure that its Legislative Affairs Program effectively impacts the legislative, administrative and regulatory processes. This document serves as a protocol for the Board of Supervisors (Board), County departments/agencies (Departments), CEO office of Legislative Affairs (CEO-LA), and the County's Legislative Advocates to follow.

I. BOARD

A. The Board will direct the County's legislative efforts as the elected legislative body with the authority to make policy decisions for the County of Orange.

B. The Board will adopt a two-year Legislative Platform corresponding to the state and federal legislative session

C. The Board will adopt a yearly Legislative Priorities document that will direct the County's state and federal legislative efforts.

D. Any member of the Board may agendize specific issues at any time regarding the County's legislative program or regarding a specific legislative proposal.

E. Individual Board members may write correspondence and make public their position on a particular public policy issue. They may not, however, state their position as being a position taken by the County unless the matter has come before the entire Board and a majority has approved it.

II. COUNTY EXECUTIVE OFFICE – LEGISLATIVE AFFAIRS PROGRAM

A. Overview

1. CEO-LA will provide an independent legislative analysis for the Board. Its role is to serve the Board in an advisory role regarding how to best represent the County's interests in Sacramento and Washington, D.C. CEO-LA staff serves under the policy direction of the Board but reports to the CEO.

2. CEO-LA has the primary responsibility to identify and monitor bills of interest and influence the legislative process by administrating the County's legislative affairs program in collaboration with Departments. CEO-LA directs the Board's Legislative Advocates to impact the process through their lobbying efforts in Sacramento and Washington, D.C.

3. CEO-LA will provide the communication link between the Board, Departments, and the Legislative Advocates regarding the progress of the County's goals on bills of interest.

4. CEO-LA will use the Legislative Platform in addition to Board direction to guide legislative affairs efforts.

5. CEO-LA, will monitor Departments to ensure they are operating in a manner consistent with these procedures.

6. CEO-LA will work with designated staff from each Department for the purpose of regularly updating Departments regarding legislative issues. CEO-LA will maintain a list of the designated staff for each Department and will update the list on a regular basis. It is the Departments responsibility to notify CEO-LA of any changes.

B. Legislative Platform

1. Every even numbered year, CEO-LA will draft and the Board will adopt a two-year Legislative Platform that corresponds with the state and federal legislative sessions. The platform will communicate key legislative priorities and policies of the County in Sacramento and Washington, D.C. and provide policy direction and guidance to Departments and staff.

2. CEO-LA will seek input for the platform from the Board, Departments, the Orange County legislative delegation, local elected officials, and area stakeholders.

C. Legislative Priorities

1. Every year CEO-LA will draft, and the Board will adopt a legislative priorities document. The legislative priorities will communicate key issues of importance to the County in Sacramento and Washington, D.C.

D. County Sponsored Bills

Overview:

1. The County of Orange may sponsor legislation as a means of accomplishing its policy and priority goals.

2. Before bringing each legislative proposal before the Board, CEO-LA in collaboration with Departments, Legislative Advocates, and County Counsel, as appropriate, will analyze how each legislative proposal would impact the County.

3. Before each legislative session, the Board will determine the legislative proposal(s) for which the County will seek author(s) in Sacramento and sponsorship in Washington, D.C.

4. Following the Board's decision on which legislative proposals to pursue, CEO-LA in collaboration with Departments, Legislative Advocates and County Counsel will develop bill language/proposal and a background sheet.

5. CEO-LA will work with the County's Legislative Advocates to identify author(s)/sponsor(s) for each legislative proposal approved by the Board.

6. CEO-LA may work with the County's Legislative Advocates on any technical or minor changes to County sponsored legislation. Any substantive changes under consideration must be brought to the Board for approval.

7. CEO-LA will keep the Board and relevant Departments apprised of the status of County sponsored bills.

Role in Sponsored Legislation:

1. Once an author has been identified, CEO-LA and the Legislative Advocates will work with the author's office to ensure:

    a. The proposal has been submitted to the California State Legislative Counsel or Congressional staff for drafting.

b. A background sheet for each Committee to which the bill has been assigned has been completed and returned to the author's office.

2. CEO-LA and the Legislative Advocates will also:

   a. Work to remove any opposition to the bills.

   b. Work to build support for the bill.

   c. Work to add co-authors to the bill.

   d. Communicate with the author's office regarding the bill and provide any additional information or resources necessary.

   e. Provide the Board with regular updates on the bill's progress.

   f. Provide affected Department(s) with regular updates on the bill's progress.

E. Board Direction

1. CEO-LA will work with the Clerk of the Board to place a recurring agenda item (Legislative Bulletin) on the Board's agenda to allow the Board to take immediate action when necessary.

2. CEO-LA will bring before the Board via the Legislative Bulletin any bill deemed by CEO-LA to have a high level of significance due to county impact, Board interest, strategic positioning or coalition building.

3. When recommending action on a particular bill, CEO-LA will provide an analysis and a recommended position.

4. CEO-LA will provide Board offices with copies of any CEO-LA external correspondence pertinent to the County's legislative affairs efforts.

5. When a Board member identifies an issue of importance requiring action and it is approved by the Board, it will be termed a Board Initiative. Such initiatives represent a major legislative or administrative/regulatory issue of importance to the County and include an action plan with a timeline and desired outcome. Board Initiatives will be tracked in accordance with Sec. II. (L).

F. Letter to the Board

1. A letter to the Board is required before consideration of legislation with subject or policy implications that are not included, or are contrary to, the approved Legislative Platform. If the request is made by a Board member, the letter will be placed on the Board's agenda as an attachment to the standing Legislative Bulletin, separate from other legislation under consideration. If the request is generated from a Department, the letter will be evaluated by CEO-LA prior to inclusion in the Legislative Bulletin.

2. The letter can either provide a recommendation on specific legislation by the requesting entity, or it may request that the Board incorporate a new policy into the Legislative Platform on additional matters of importance to the County.

3. CEO-LA will provide an analysis of the legislation or policy as an attachment to the letter.

4. Letters to the Board from Departments must be submitted to CEO-LA at least 14 days prior to a Board meeting.

G. Legislative Tracking

1. CEO-LA will identify all bills which relate to the County's Legislative Platform and which may have a direct and specific impact upon the County of Orange throughout the legislative session. CEO-LA will monitor each bill's status and language in coordination with Departments and Legislative Advocates.

2. The Legislative Bulletin CEO-LA will provide an updated tracking report. Tracking reports included in the Legislative Bulletin include:
    a. County sponsored legislation
    b. Legislation the Board has taken a position
    c. Legislation regarding topics of particular interest to the Board.

3. Through Capitol Track CEO-LA will track legislation taking into account its impact on the County, priority level of the bill and county department it impacts. The categories will be as follows:

    a. County Sponsored: legislation primarily developed and advocated (or promoted) by the County.

    b. County Position: bill for which the Board has adopted a position.

    c. High Watch: bills likely to be recommended for Board consideration or that may have a significant impact on the County.

d. Watch: bills identified as containing policies that may have an impact on the county but have not risen to the level of high watch.

4. Through Capitol Track Departments will track legislation impacting their Departments.

H. Bill Analysis

1. CEO-LA in consultation with impacted Department(s) will be responsible for the completion of an independent analysis on each bill brought before the Board and for any bill for which a Board office requests an analysis.

2. An analysis of any bill should include the following information as appropriate:

    a. The bill number
    b. The name of the bill's author
    c. The version of the bill analyzed
    d. CEO-LA recommended Board action
    e. The policy question related to the bill
    f. A summary of the legislative proposal
    g. Arguments in support of the bill
    h. Arguments in opposition of the bill
    i. A list of supporters of the bill
    j. A list of opposition to the bill
    k. Impact upon the County-fiscal and other
    l. Orange County delegation votes/position (if available)
    m. Background
    n. Any other information deemed necessary

I. Board Positions

The Board will adopt one of the following positions when considering legislation:

1. *Support* – the bill has a favorable fiscal, policy or operational impact on County programs and is consistent with existing County policy. If the bill is amended, this position remains in effect unless the Board modifies its position.

2. *Support if Amended* – the bill could be beneficial to the County, but has a provision or provisions that make it unacceptable in its present form. If the bill is amended as requested, the County's position changes to Support.

3. *Oppose* – the bill mandates unjustified costs, interferes with efficient administration or operations of County programs, and/or is in conflict with policies adopted by the Board.

If the bill is amended, this position remains in effect unless the Board modifies its position.

4. *Oppose unless Amended* – the bill is undesirable, but can be made unobjectionable by amendment. If the bill is amended as requested, the County's position changes to neutral.

5. *Neutral* – the County has no position.

6. *Watch* – the bill has been introduced as "intent " language, which may have an impact on the County. If the bill is amended, this position remains in effect unless the Board modifies its position.

J. Board Correspondence

1. After the Board adopts a position on legislation, a letter will be sent by the Chair or designee on behalf of the County to the bill's author.

2. A copy of the letter will be provided to the Orange County legislative delegation.

3. Throughout the legislative process a letter with the Board's adopted position will be sent to each committee the bill is assigned to.

4. If the bill is amended after the Board adopts a position and remains consistent with the Board's position, the CEO or designee, or the Legislative Advocate may send a letter reaffirming the County's position.

5. Legislative Advocates are responsible for delivering letters to author's office and committee staff in a timely manner to ensure the Board's position is reflected in all analyses.

K. Attempts to Impact Legislative Outcomes

1. CEO-LA, to the extent possible, is charged with the task of gaining positive legislative outcomes for the County of Orange.

2. CEO-LA will work to actively seek amendments to legislative proposals for which the Board has taken a "Support if Amended," or "Oppose unless Amended" position.

3. For legislative measures on which the Board has taken a position, CEO-LA will actively work with the County's Legislative Advocates, trade associations and other stakeholders as appropriate to achieve the desired outcome.

4. CEO-LA may work with the Legislative Advocates to amend legislation prior to Board action if the matter is of an immediate and urgent nature and the requested changes are consistent with the Legislative Platform.

L. Testimony and Comments

1. CEO-LA will work with Legislative Advocates to develop strategies on how best to influence the public policy debate through the testimony of the County and comments on proposed rules and regulations.

2. The following are the only individuals authorized to testify on legislative issues: A member of the Board, the Chief Executive Officer or designee, County Legislative Advocates, and Board or CEO-authorized County staff. Such testimony will be aligned with the Board's position on a specific bill and the Legislative Platform.

3. The Board shall have the first opportunity to testify or comment on legislation, rules, or regulations. If the Board chooses not to do so, CEO-LA will coordinate with County Departments to provide testimony or comment when appropriate.

4. CEO-LA and Legislative Advocates will aid in preparing Board members or appointed County staff for testimony before federal or state governmental agencies and/or legislative, Congressional or decision-making bodies.

5. CEO-LA will work with Departments to ensure that any prepared testimony is consistent with Board policy. CEO-LA will review and approve prepared testimony from Departments prior to presentation.

6. In those instances when a Board member or other County representative is not available, the County's Legislative Advocates will provide testimony on all measures and administrative/regulatory issues on which the County has a position.

M. Use of Associations and Coalitions

1. CEO-LA will work to establish coalitions with other legislative units and other associations on legislative issues of interest to the Board.

2. CEO-LA will work to build grassroots support for County positions and County sponsored bills.

N. Informational Service

1. CEO-LA will provide the following informational reports to the CEO and the Board:

    a. Legislative Bulletin – Provides recommended action to the Board on legislation, and updates on County sponsored measurers or bills of specific interest to the Board.

    b. Report on Final Legislative Action on State and Federal Bills of Interest to Orange County – prepared by the County's Legislative Advocates at the end of each legislative session to summarize the legislative actions taken on County sponsored and position bills.

    c. Special Report and Memos – Prepared, as requested or assigned by the Board, on major legislative subject areas.

    d. A weekly legislative update on key issues occurring in Sacramento and Washington, D.C.

    e. A Board Initiative matrix provided as requested.

2. CEO-LA will coordinate the development of the following with the CEO-Budget Office:

    a. State Budget Analysis – Prepared as a preliminary analysis of the State Budget.

    b. State Budget Updates – Prepared, as needed, to update the Board on the latest budget developments.

    c. State Budget Adoption Analysis – Prepared upon the budget's adoption to analyze the consequences of the State's adopted budget on the County's General Fund and programs.

O. Other Services

CEO-LA will:

1. Administer central contracts for Legislative Advocates; prepare evaluations of County Legislative Advocates and file contract recommendations for consideration by the Board; and, in conjunction with the Sacramento Legislative Advocate, file quarterly reports on lobbying activities with the Secretary of State.

2. Schedule meetings as requested between the Legislative Advocates and the Board.

3. Plan, arrange, and attend meetings of the Board with the Orange County Federal and State delegation as requested.

P. Comments on Regulations and Proposed Rule-Makings

1. CEO-LA will seek input from Departments regarding the impact of a proposed rule/regulations on the County.

2. If necessary, requests for comments on state or federal rules or regulations will be vetted through the Board to determine whether Members wish to provide comment or testify.

III. LEGISLATIVE ADVOCATES

A. Legislative Advocates represent the County in Sacramento and Washington, DC, before State and Federal legislative bodies and executive agencies for the general purposes of:

1. Representing the County and serving as a liaison between Congress/California State Legislature, the President/Governor, Federal/State administration officials, and other Federal/State Department representatives.

2. Leading the County in developing and implementing an effective advocacy strategy and annual legislative program to:

    a. Influence legislation, regulatory activity, administrative rule-making counsel and grant support and policies as they relate to County priorities, programs and operations, including enacting legislation which accomplish specific County goals.

    b. Identify opportunities to increase funding for County priorities, programs and operations. County advocates will be proactive in opposing legislation or statutes that may have a negative impact on funding.

3. Researching and providing information to the County on such matters as:

    a. Budget: Prepare written reports of analysis of budget actions and their impact on the County.

b. Legislation and laws: Monitor legislation affecting County programs and alert the County Executive's Office and appropriate departmental staff.

c. Funding opportunities and availability.

d. Congressional/Legislative hearings, reports and testimony.

e. Federal/State regulations, guidelines, directives and other administrative policies, both proposed and adopted.

f. Technical memoranda and reports impacting County operations.

B. The specific duties of the County's Legislative Advocates include:

1. Assist the County in developing strong relations with the County's congressional/legislative delegation, congressional/legislative leaders and the Administration. This includes developing a target list of key influencers from both parties in Congress/the Legislature and proactively developing relationships between these members and County leaders.

2. Assist in the development of the County's annual legislative platform and prioritization of Federal/State legislative efforts.

3. Provide ongoing program development support to CEO-LA including, but not limited to, Legislative Platform development, legislative coordinator training, support in development of program guidelines including identification of best practices and metrics to monitor success of County's advocacy program.

4. Implement the legislative objectives approved by the Board, including (if necessary) obtaining sponsorship of bill(s) or amendment(s) to bill(s) consistent with the legislative agenda and Legislative Platform approved by the Board.

5. Provide logistical support to arrange appointments and meetings with members of Congress/the Legislature, Administration, and Federal/State agencies, as needed. This includes preparing talking points and/or briefing materials as needed.

6. Monitor all bills of interest to the County and take action on legislation as directed by the Board. For bills or amendments passed into law that affect the County, the Legislative Advocates shall monitor the implementation of those laws and advise the County on the action needed to ensure proper implementation and compliance.

7. Identify and report to the County on proposed legislation, policies, regulations, and administrative actions, which would or potentially could impact County governments generally and/or Orange County specifically.

8. Provide support to Legislative Affairs Unit in identification of bills of interest/concern and weekly bill tracking.

9. Provide weekly written updates to be presented to the Board at scheduled Board of Supervisors meetings and individual briefings as requested.

10. Participate in weekly (or more frequent) teleconference briefings with the CEO or designee, Legislative Affairs Unit and/or Board of Supervisors staff.

11. Maintain regular, routine communication with the Board, their staff, the CEO and CEO-LA regarding issues of importance to the Board, CEO, and Department Directors.

12. Provide assistance to County staff and private contractors employed by the County in drafting testimony on proposed federal/state legislation, policies or regulations which could impact the County of Orange.

13. Distribute correspondence, briefing papers, fact sheets and other materials necessary to assist in advocacy efforts on behalf of the County.

14. Testify on behalf of the Board's adopted positions on proposed legislation when appropriate.

15. Provide written monthly reports with each professional services invoice to the County detailing the nature and extent of the services or actions taken and status on behalf of the County, as well as reporting on issues in Washington, DC/Sacramento that may impact County governments in general or Orange County government specifically.

16. Make presentations to the Board or other elected officials as requested.

17. Coordinate County legislative efforts with other advocacy groups and individuals.

18. Serve as the liaison to the National Association of Counties/California State Association of Counties, and, as requested, to other federal/state professional organizations.

19. Keep County staff apprised of legislative events including, but not limited to, open houses, special events, etc. and if requested attend on behalf of the County of Orange.

20. Draft correspondence, briefing papers, talking points, and other materials necessary to assist in advocacy efforts on behalf of the County.

21. Coordinate with CEO-LA to assess and identify grant opportunities and develop strategies to secure support for the County's grant applications.

22. Disclose potential conflicts of interest as soon as possible.

23. Immediately notify the CEO or designee and the Board if being investigated by any government agency, under threat of a lawsuit, or subject to actual litigation that has been filed.

24. Perform other related duties as mutually agreed upon.

C. Legislative Advocates will serve at the policy direction of the Board but will report to the CEO.

IV. COUNTY COUNSEL

A. County Counsel advises the County Executive Office, Departments, the Legislative Advocates and the Board on the legal aspects of legislative matters affecting the County. This support includes:

1. Advise the County Executive Office on procedural matters and application of the Brown Act with respect to special meetings of the Board with Federal or State legislative delegations.

2. Review proposed legislation submitted by Departments, advise the County Executive Office on any legal issues identified, and draft proposed legislation behalf of the County in conjunction with the County Executive Office.

3. Provide legal support to the County Executive Office and Departments on legal issues surfaced through adopted/pending legislation or in support of County sponsored legislation.

4. Review language after County sponsored bills are introduced.

5. Provide guidance as needed on coordination associated with advocacy events.

V. COUNTY DEPARTMENTS

A. Overview

1. No action may be taken by a Department on any legislation which is in conflict with Board policy, Legislative Affairs Program Guidelines, or the Legislative Platform.

2. A County elected official as an individual member may wrote letters or make public their position on a particular legislative issue. They shall make the Board aware of all actions they intend to take with respect to legislative and major administrative/regulatory issues. They may not, however, state their position as being that of the County at large. CEO-LA is available to assist in providing this information to the Board via the Legislative Bulletin or other means.

3. Departments will monitor and alert CEO-LA of critical rules, regulations, and legislation introduced in Sacramento or Washington, DC that will impact their Department.

4. Appointed Department heads and/or designees will coordinate all requests for assistance from the County's Legislative Advocates through CEO-LA.

5. Departments shall work through CEO-LA regarding all positions on legislation.

6. Departments will submit an analysis of any legislative proposal to CEO-LA 14 days prior to the desired date of Board consideration. If a Department wishes the Board to take action on a legislative issue, the analysis must be approved by the Department Director.

7. Appointed Department heads may not retain a legislative advocate without Board approval.

8. Departments may provide comments on non-legislative matters that affect the operations, both procedural and technical, of their Departments, without prior Board authorization.

9. Department staff traveling to Sacramento or Washington DC on official business will notify the CEO or designee in advance and will work with CEO-LA as needed to identify opportunities to promote County legislative and administrative/regulatory goals.

B. Written Correspondence Policy for Departments

1. Written correspondence on behalf of the County to elected officials at the federal, state or local level should be transmitted over the signature of the Board. Departments should route such written correspondence through CEO-LA.

2. The Board may delegate authority to originate and transmit letters in support of or in opposition to pending State and Federal legislation only if:

    a. The Board has taken a specific position that the correspondence addresses.

    b. It has been reviewed and approved by the County Executive Office in advance.

    c. Copies must be provided to the Board and CEO-LA by the originating Department before its distribution.

3. If a rule or regulation is deemed significant, CEO-LA will coordinate with Departments on correspondence for Board consideration.

C. Testimony

1. All testimony on legislation, rules, or regulations must be aligned with the Board's position and the Legislative Platform.

2. All scheduled testimony of any kind must be communicated to and coordinated with the Board and CEO-LA prior to the date of the presentation. CEO-LA will notify the Board and the Legislative Advocates when appropriate.

3. County staff is authorized to present information of a non-policy nature (information of a technical, operational or factual nature) without prior Board authorization to members, committees, and staffs of the Legislature and Congress, and local regional or State governmental decision-making bodies and organizations and associations of which a Department is a member.

4. Department and County staff seeking to testify regarding legislation or major rules/regulations will seek CEO or Board approval.

5. Departments and staff will submit a written report to CEO-LA regarding the testimony given. This report will include a summary of the testimony, questions asked and answers provided.

D. Seeking County Sponsored Legislation or Administrative/Regulatory Changes

1. If a Department would like the County to consider whether to sponsor a legislative proposal or an administrative/regulatory change, the Department will contact CEO-LA and request that they place the proposal on the agenda for Board consideration.

2. It is the Department's responsibility to provide a background sheet and an analysis for any proposal for which the Department is seeking Board consideration at least 14 days prior to the desired date of Board consideration. The background sheet and analysis will be provided to CEO-LA before the item comes before the Board.

3. Departments will adhere to County and Department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship.

VI. LEGISLATIVE ADVOCACY BY COUNTY ADVISORY BOARDS AND COMMISIONS

A. A County advisory board or commission may not make a recommendation on pending legislation or on legislative issues to any legislative body other than the Board.

B. Those advisory boards or commissions which are specifically mandated to advise certain legislators under the government codes or laws establishing them are exempt from the above provisions. They may forward their recommendations per the requirements of their mandates, and provide a copy to CEO-LA.

VII. ADVOCACY WITHIN PROFESSIONAL ORGANIZATIONS/ASSOCIATIONS

A. Departments have the authority to work within the framework of County/regional/State/Federal organizations or professional associations to affect pending legislation if in advocating, staff represent a position that is consistent with Board policy and priorities and the Legislative Platform.

B. Positions taken by statewide and federal associations on pending legislation, which differ from official County positions, should be brought to the attention of the CEO-LA.

C. County personnel who become officers of statewide, regional, or federal professional associations should notify CEO-LA and the Board of their titles and responsibilities.

D. Staff and appointed Department heads should coordinate with CEO-LA prior to advancing a position with an organization or professional association of which they are a member.

Agenda Item

AGENDA STAFF REPORT

29

ASR Control 19-000957

MEETING DATE:	12/10/19
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S):	Peter DeMarco (714) 834-5777
	Cynthia Shintaku (714) 834-7086

SUBJECT: Grant Applications/Awards Report

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 Grant Application, Grant Award and Adopt Resolution – OC Public Works – Invasive Shot Hole Borer (ISHB) Block Grant – $597,160.

2. Approve Grant Application and Adopt Resolution – OC Public Works – Proposition 1 Integrated Water Management Implementation Grant – $2,330,002.

3. Approve Grant Award and Adopt Resolution – District Attorney – High Impact Insurance Fraud Program – $468,899.

4. Approve Grant Application – OC Community Resources – 2019 Mainstream Voucher Program – $530,866.

5. Approve Grant Application and Adopt Resolution – OC Community Resources – Project VCommunity Based Transit/Circulators – $400,000.

6. Approve Grant Application – Health Care Agency – Hepatitis C Prevention and Control – $1,172,850.

7. Approve Grant Application – Health Care Agency – California Home Visiting Program – $524,428.

8. Approve 2020 Grants Manual Policy.

9. Receive and File Grant Report.

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

PropAttachment A - Grants Report
Attachment B - OCPW ISHB Resolution
Attachment B - OCPW Prop 1 Resolution
Attachment B - DA-High Impact Insurance Fraud Program Resolution
Attachment B - OCCR- Project V Resolution
Attachment C - 2020 Grants Policy Manual

Grants Report

DRAFT

County Executive Office/Legislative Affairs

December 10, 2019
Item No. 29

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 December 10, 2019 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

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

ACTION ITEMS

1. Approve Grant Application, Grant Award and Adopt Resolution – OC Public Works –Invasive Shot Hole Borer (ISHB) Block Grant – $597,160.

2. Approve Grant Application and Adopt Resolution – OC Public Works – Proposition 1 Integrated Water Management Implementation Grant – $2,330,002.

3. Approve Grant Award and Adopt Resolution – District Attorney – High Impact Insurance Fraud Program – $468,899.

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6. Approve Grant Application – Health Care Agency – Hepatitis C Prevention and Control – $1,172,850.

7. Approve Grant Application – Health Care Agency – California Home Visiting Program – $524,428.

8. Approve – 2020 Grants Manual Policy.

9. Receive and File Grant Report.

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

☒ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	December 10, 2019
Requesting Agency/Department:	OC Public Works/OC Environmental Resources OC Agricultural Commissioner's Office
Grant Name and Project Title:	Invasive Shot Hole Borer (ISHB) Block Grant
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Forestry and Fire Protection (CAL FIRE)
Application Amount Requested:	$597,160
Application Due Date:	Not Applicable
Board Date when Board Approved this Application:	
Awarded Funding Amount:	$597,160
Notification Date of Funding Award:	October 4, 2019
Is this an Authorized Retroactive Grant Application/Award? No; Orange County was recently notified by the State that these funds will be made available upon request. We are currently requesting Board approval to request (i.e. apply for) these funds and accept receipt of them as they are made available. (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: This is a Block Grant for California counties that are recognized as infested with Invasive Shot Hole Borer. Orange County has been identified as an eligible county.
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

On October 4, 2019, the Orange County Agricultural Commissioner received notification from the California Department of Forestry and Fire Protection (Cal Fire) about funding provided by the California legislature to be used in the suppression, management and control of the invasive shot hole borer complexes within Orange County. Funds can be used for tree removal and proper disposal (reducing the potential chance of spread of both the insects and the fungi involved in invasive shot hole borer complexes), related surveys and trapping, and overhead (Cal Fire permits only a 12% overhead rate). Funds will be available for a three-year period.

The total funding amount Cal Fire has made available for Orange County is $597,160, payable over a three-year period.

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Recommended Action/Special Instructions
(Please specify below)

1. Approve the filing of an application for "State General Fund" CAL FIRE grant program funds; and
2. Certify that funds under the jurisdiction of Orange County Board of Supervisors are available to begin the project; and
3. Certify that said applicant will expend grant funds prior to March 30, 2022; and
4. Appoint the Director, OC Public Works or designee as agent of the Orange County Board of Supervisors to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests, etc., which may be necessary for the completion of the afore mentioned project.

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

Jeff Croy, Agricultural Commissioner, (714)955-0102, jeff.croy@ocpw.ocgov.com
Eileen DePuy, OCPW Grant Coordinator, (714)955-0255, eileen.depuy@ocpw.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:

Shane L. Silsby, Director, OC Public Works
Khalid Bazmi, Assistant Director/County Engineer OC Public Works
Amanda Carr, Deputy Director, OC Environmental Resources, OC Public Works
Jeff Croy, Agricultural Commissioner, OC Public Works

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
November 19, 2019

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA FOR FUNDING FROM THE CAL FIRE GRANT PROGRAM ENTITLED "INVASIVE SHOT HOLE BORER BLOCK GRANTS" as provided through the General Fund of the State of California.

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted the 2019/2020 Budget Act, which provide funds to the State of California and its political subdivisions for treatment of Invasive Shot Hole Borers; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies under the program, and

WHEREAS, said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter an agreement with the State of California to carry out an Invasive Shot Hole Borer treatment project;

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

1. Approves the filing of an application for "State General Fund" CAL FIRE grant program funds; and
2. Certifies that funds under the jurisdiction of Orange County Board of Supervisors are available to begin the project.
3. Certifies that said applicant will expend grant funds prior to March 30, 2022.
4. Appoints the Director, OC Public Works or designee as agent of the Orange County Board of Supervisors to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests, etc., which may be necessary for the completion of the afore mentioned project.

Approved and adopted the ___(day)_____ day of __(month)__, 20_(year)__. I, the undersigned, hereby certify that the foregoing Resolution, number_____ was duly adopted by the following roll call vote:

Orange County Board of Supervisors

Ayes: _____Noes: _____ Absent: _____

_____(Clerk) Notarized Seal:

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	December 10, 2019		
Requesting Agency/Department:	OC Public Works		
Grant Name and Project Title:	Proposition 1 Integrated Regional Water Management Implementation Grant		
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State of California, Department of Water Resources		
Application Amount Requested:	$2,330,002		
Application Due Date:	December 13, 2019		
Board Date when Board Approved this Application:			
Awarded Funding Amount:			
Notification Date of Funding Award:			
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)			
Recurrence of Grant	New ☒	Recurrent ☐	Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:			
Does this grant require CEQA findings?	Yes ☐	No ☒	
What Type of Grant is this?	Competitive ☒	Other Type ☐	Explain:
County Match?	Yes ☐	No ☒	
How will the County Match be Fulfilled? (Please include the specific 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.		

This grant is related to Proposition 1 funds issued by the state Department of Water Resources (DWR). The $2.33 million in grant funds sought are proposed to fund four new water resource projects located in the South Orange County Watershed Management Area. On September 11, 2018, the Board of Supervisors authorized submittals of grant applications by OC Public Works, for Proposition 1, on behalf of the South Orange County Integrated Water Management Group (ASR Control #18-000513); however, a Board of Supervisors resolution granting authority to execute a grant agreement with DWR is also required to accompany the application. The accompanying resolution therefore seeks authority to submit a Proposition 1 – Round 1 Integrated Regional Water Management Grant application, as well as authority to execute a subsequent grant agreement with DWR, and Implementation Agreements with the four (4) individual project proponent agencies/organizations (County being in the role of grant administrator). This grant represents the first of two expected rounds of Proposition 1 Integrated Regional Water Management Implementation Grant funds; each round is considered a separate (non-recurrent) grant.

The South Orange County Watershed Management Area Executive Committee approved the suite of projects proposed for Round 1 of Proposition 1 Integrated Regional Water Management Grant funding at their November 7, 2019 meeting, and authorized submittal of the grant application by the County of Orange as administrator for the South Orange County Integrated Water Management Group. Anticipated grant award notification is winter 2019/20.

The four projects proposed in the application and the respective agencies administering them are as follows: 1) Municipal Water District of Orange County (MWDOC) South Orange County Irrigation Water Use Efficiency Program; 2) Pacific Marine Mammal Center Water Treatment/Recycling System; 3) City of Laguna Beach Bluebird Canyon Water Quality Diversion; and 4) Santa Margarita Water District Las Flores Enhanced Water Reliability Project.

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

Recommended Action/Special Instructions
(Please specify below)

1. Authorize the Director of OC Public Works, or his designee, to submit, on behalf of the County and the South Orange County Integrated Regional Water Management Group, an application for a Proposition 1 – Round 1 IRWM Implementation grant from the California Department of Water Resources, in an amount not to exceed $2,330,002 for the 4 highest ranked water resource projects in the SOC IRWM Plan and any required documents, invoices, and reports required to obtain grant funding.
2. Authorize the Director of OC Public Works, or his designee, to negotiate and execute a Grant Agreement with the California Department of Water Resources, in substantially the same form as the Agreement Template attached hereto as Exhibit A, on behalf of the South Orange County Integrated Regional Water Management Group. The Director or his designee is further authorized to approve amendments and minor modifications to the Agreement Template and/or the executed Grant Agreement, subject to Board policy.
3. Authorize the Director of OC Public Works, or his designee, to negotiate and execute Implementation Agreements on behalf of the South Orange County Integrated Regional Water Management Group with the individual project proponent-agencies of the 4 highest ranked projects pursuant to delegated authority provided on November 20, 2007 (Item #47).

	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Jenna Voss, Senior Environmental Resource Specialist: Jenna.Voss@ocpw.ocgov.com | (714) 955-0652 Eileen DePuy, Grant Coordinator Eileen.Depuy@ocpw.ocgov.com | (714) 955-0255	
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:
Shane Silsby, Director, OC Public Works Khalid Bazmi, Assistant Director/County Engineer, OC Public Works Amanda Carr, Deputy Director, OC Environmental Resources, OC Public Works	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

December 10, 2019

WHEREAS, the mission of OC Public Works includes regional resources and environmental quality throughout Orange County; and

WHEREAS, OC Public Works has led development of the South Orange County Integrated Regional Water Management (IRWM) Plan (SOC IRWM Plan) pursuant to the Integrated Regional Water Management Planning Act of 2002 (Senate Bill 1672; referred to as "the Act"), which encourages local agencies to work cooperatively to manage local and imported water supplies to improve the quality, quantity, and reliability; and

WHEREAS, in November 2002, California voters passed Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (CWC §79560-79565), to fund competitive grants for projects consistent with an adopted IRWM Plan; and

WHEREAS, the South Orange County IRWM Group was formed with cities and water/special districts located within the San Diego Regional Water Quality Control Board boundary in Orange County, with OC Public Works serving as the Group's lead; and

WHEREAS, the Act provides for the acceptance of an IRWM plan by participants in an IRWM group who have authority to implement the IRWM plan; and

WHEREAS, the Board of Supervisors reviewed and accepted the SOC IRWM Plan at its regular Board meeting on June 7, 2005, and adopted minor modifications to the SOC IRWM Plan at its regular Board meeting on May 23, 2006; and

WHEREAS, in November 2006, California voters passed Proposition 84, the Safe Drinking Water, Water Quality, and Supply, Flood Control, River and Coastal Protection Bond Act (PRC §75001-75130). OC Public Works led the update of the SOC IRWM Plan to be eligible for Proposition 84 Grant, and the Board of Supervisors adopted the updated SOC IRWM Plan on September 17, 2013; and

WEREAS, in November 2014, California voters passed Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act (Assembly Bill 1471). OC Public Works led the update of the SOC IRWM Plan to be eligible for Proposition 1 Grant funding, and the Board of Supervisors adopted the updated SOC IRWM

Plan at its regular Board meeting on September 11, 2018 meeting; and

WHEREAS, OC Public Works is authorized by the South Orange County IRWM Group to serve as the Proposition 1 grant administrator.

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

1. Authorize the Director of OC Public Works, or his designee, to submit, on behalf of the County and the South Orange County Integrated Regional Water Management Group, an application for a Proposition 1 – Round 1 IRWM Implementation grant from the California Department of Water Resources, in an amount not to exceed $2,330,002 for the 4 highest ranked water resource projects in the SOC IRWM Plan and any required documents, invoices, and reports required to obtain grant funding.
2. Authorize the Director of OC Public Works, or his designee, to negotiate and execute a Grant Agreement with the California Department of Water Resources, in substantially the same form as the Agreement Template attached hereto as Exhibit A, on behalf of the South Orange County Integrated Regional Water Management Group. The Director or his designee is further authorized to approve amendments and minor modifications to the Agreement Template and/or the executed Grant Agreement, subject to Board policy.
3. Authorize the Director of OC Public Works, or his designee, to negotiate and execute Implementation Agreements on behalf of the South Orange County Integrated Regional Water Management Group with the individual project proponent-agencies of the 4 highest ranked projects pursuant to delegated authority provided on November 20, 2007 (Item #47).

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	November 26, 2019
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	High Impact Insurance Fraud Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Insurance (CDI)
Application Amount Requested:	$853,983
Application Due Date:	October 18, 2019
Board Date when Board Approved this Application:	February 26, 2019
Awarded Funding Amount:	$468,899
Notification Date of Funding Award:	November 20, 2019
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 18-19; Applied for $766,000; Awarded $529,145
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 of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The California Department of Insurance (CDI) released a Fiscal Year 2019-20 Request for Applications for the High Impact Insurance Fraud Program on September 20, 2019. This is the second year of funding for a three-year program. The funds were made available from successfully litigated anti-fraud cases, which shall be used for enhanced investigation and prevention efforts.

The High Impact Insurance Fraud Program funds will be awarded to counties on a case basis and the insurance fraud case must have a suspected loss over $1,000,000. OCDA has identified a qualifying case meeting the requirements of the Disability and Healthcare Insurance Fraud Program (California Insurance Code Section 1872.85).

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

CEO-Legislative Affairs Office
Grant Authorization eForm

Recommended Action/Special Instructions
(Please specify below)

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of $468,899 for the High Impact Insurance Fraud Program for fiscal year 2019-20.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the High Impact Insurance Fraud Program.

CDI requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached sample Board Resolution.

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

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

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

December 10, 2019

WHEREAS, the County of Orange desires to undertake its project designated "The High Impact Insurance Fraud Program" to be funded in part from funds made available through the California Insurance Code Section 1872.85 and administered by the California Department of Insurance (hereafter referred to as CDI).

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

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the High Impact Insurance Fraud Program, effective from July 1, 2019 through June 30, 2020, in the amount not to exceed $468,899.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.

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

Today's Date:	November 27, 2019
Requesting Agency/Department:	OC Community Resources/Orange County Housing Authority
Grant Name and Project Title:	2019 Mainstream Voucher Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	United States Department of Housing and Urban Development
Application Amount Requested:	$2,899,200
Application Due Date:	September 5, 2019
Board Date when Board Approved this Application:	April 23, 2019
Awarded Funding Amount:	$530,866
Notification Date of Funding Award:	November 14, 2019
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:	Applied	Received	Date Awarded
	$1,260,000	$549,168	September 4, 2018

Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No New Positions
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.

New funding for the Mainstream Voucher Program (Section 811 Housing Choice Vouchers) was authorized by the Omnibus Appropriations Act, 2017. In 2018, the Orange County Housing Authority (OCHA) received 44 vouchers to provide rental assistance payments for non-elderly homeless, disabled households that have exited recuperative care, have no place to go and are at risk of readmission to the hospital. Recuperative Care is a post-acute medical care respite for homeless persons who are too ill or frail to recover from a physical illness or injury but are not ill enough to be in a hospital or skilled nursing facility.

With this additional Mainstream Voucher Program award, OCHA will provide rental assistance payments for 33 non-elderly disabled households experiencing homelessness and:

- Frequently use Orange County hospitals/emergency services in OCHA jurisdiction; or
- Are connected to Coordinated Entry System access points in OCHA jurisdiction; or

• Remain on OCHA's Waiting List in OCHA's jurisdiction Since implementation of the Mainstream Voucher Program in early 2019, OCHA and its partner for this program, the Orange County Health Care Agency (Whole Person Care) have successfully connected 62 applicants with the Mainstream Voucher Program. To date, 50 applicants have been determined eligible to the program and 43 of those are either housed or actively searching for a suitable unit. Authorizing acceptance of these funds will provide OCHA the funding necessary to further contribute to the prevention and reduction of homelessness.

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)
Authorize OC Community Resources Director or designee to sign documents applicable to this award, accept the grant funds and administer the Mainstream Voucher Program utilizing said funds. No Board Resolution is required to accept the grant award.

Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Julia Bidwell- Julia.Bidwell@occr.ocgov.com (714) 480-2991	

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:
Julia Bidwell- Julia.Bidwell@occr.ocgov.com (714) 480-2991	

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	12/3/2019
Requesting Agency/Department:	OC Community Resources / OC Parks
Grant Name and Project Title:	Grant Name: Project V- Community-Based Transit/Circulators Project Name: Mile Square Regional Park Public Event Shuttle Service
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Orange County Transportation Authority (OCTA)
Application Amount Requested:	$400,000
Application Due Date:	December 12, 2019
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? (If yes, attach memo to CEO)	**No**
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☒ Amount__ _ or __10__% Non-federal No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	Match will be fulfilled using existing OC Parks budget fund 405
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.

If awarded, grant funds will be used to provide a public shuttle service for large annual public events at Mile Square Regional Park.

The purpose of the project is to provide transportation to the Mile Square Regional Park events from various parking areas.

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 Batarse

CEO-Legislative Affairs Office
Grant Authorization eForm

Recommended Action/Special Instructions (Please specify below)
1. Authorize OC Community Resources Director or designee to apply for an OCTA Project V Community-Based Transit/Circulators Grant. 2. Adopt the attached Grant Resolution and authorize OC Community Resources Director or Designee to sign all documents required for participation in the OCTA Project V Community-Based Transit/Circulators program as reviewed and approved as to form by County Counsel.

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Sue McIntire, OC Parks Grants Manager- (949) 923-3735; sue.mcintire@ocparks.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:
Stacy Blackwood, OC Parks Director or designee	

RESOLUTION OF THE BOARD OF SUPERVISORS OF

ORANGE COUNTY, CALIFORNIA

December 12, 2019

A RESOLUTION OF THE ORANGE COUNTY BOARD OF SUPERVISORS FOR ORANGE COUNTY COMMUNITY RESOURCES (OCCR)/ORANGE COUNTY PARKS (OC PARKS) APPROVING THE SUBMITTAL OF MILE SQUARE REGIONAL PARK (Mile Square) PUBLIC EVENT SHUTTLE SERVICE APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE PROJECT V COMMUNITY-BASED TRANSIT/CIRCULATORS PROGRAM

(a) WHEREAS, the Community-Based Transit/Circulators program (Project V) establishes a competitive process to enable local jurisdictions to develop community-based local transit services that complement regional transit services and meets needs in areas not adequately serviced by regional transit.

(b) WHEREAS, OCTA intends to allocate Project V funds within the incorporated cities and the County; and

(c) WHEREAS, OCTA has established the procedures and criteria for reviewing applications as identified in the Project V Guidelines; and

(d) WHEREAS, by formal action the Orange County Board of Supervisors authorizes the nomination of the Mile Square public event shuttle service Project, including all understanding and assurances contained therein.

(e) WHEREAS, the County of Orange has been declared by the Orange County Transportation Authority (OCTA) to meet the eligibility requirements to receive revenues as part of Measure M2; and

(f) WHEREAS, the County of Orange must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

(g) WHEREAS, the County of Orange authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the OCTA Board of Directors; and

(h) WHEREAS, the County of Orange Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and

(i) WHEREAS, OCCR/OC Parks will comply where applicable with provisions of the Americans with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

(j) WHEREAS, OCCR/OC Parks will consult with OCTA regarding the need for a paratransit plan prior to starting operations; and

k) WHEREAS, OCCR/OC Parks will provide matching funds for the project as required by the Project V Guidelines and shall fund its share of the project costs and any additional costs over the identified programmed amount; and

(l) WHEREAS, OCCR/OC Parks will not use Measure M funds to supplant Developer Fees or other commitments; and

(m) WHEREAS, OCCR/OC Parks will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the Project; and

NOW, THEREFORE, BE IT RESOLVED THAT:

The Orange County Board of Supervisors hereby requests that the OCTA allocate Project V funds in the amounts specified in OCCR/OC Parks application. Said funds shall be matched by funds from OC Parks as required and shall be used as supplemental funding to aid OC Parks in the implementation of the proposed transit service.

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Today's Date:	November 26, 2019
Requesting Agency/Department:	Health Care Agency/ Public Health
Grant Name and Project Title:	Hepatitis C Prevention and Control
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), Sexually Transmitted Diseases (STD) Control Branch
Application Amount Requested:	$1,172,850 ($234,570 per year x 5 years)
Application Due Date:	December 27, 2019
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	TBD
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
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
The funds must be used to develop and implement a public education and outreach program to raise hepatitis C awareness in high-risk groups, physician's offices, among health care workers, and in health care facilities by including hepatitis C counseling, education, and testing, as appropriate, into local state funded programs. No less than 50 percent of the funds shall be provided to community-based organizations (CBOs) to accomplish these activities.	
Board Resolution Required? (Please attach document to eForm)	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)	
The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to apply for this grant for the term of July 1, 2019-June 30, 2024 and delegate authority to the HCA director, or designee to execute any forms needed in the application process. HCA will return to the Board to obtain approval to accept the awarded funds.	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Marc Meulman, (714) 834-2980, mmeulman@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:
David Souleles	

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	12/2/19	
Requesting Agency/Department:	Health Care Agency (HCA)/Community and Nursing Services	
Grant Name and Project Title:	California Home Visiting Program (CHVP).	
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)/ California Home Visiting Program (CHVP).	
Application Amount Requested:	$524,428	
Application Due Date:	Official submittal date has not been announced.	
Board Date when Board Approved this Application:	N/A	
Awarded Funding Amount:	N/A	
Notification Date of Funding Award:	HCA's received an email of potential funding available on 11/4/19	
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:		
Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: Allocation. OC is one of 23 counties that will receive funds from CDPH.
County Match?	Yes ☐ Amount_____ or _____ %	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. HCA will use existing staff positions within the Community and Nursing Services Division to conduct grant related activities.	
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 Department of Public Health administers the California Home Visiting Program (CHVP) with Federal financing through the established Maternal, Infant and Early Childhood Home Visiting Program (MIECHV). Orange County was selected to receive this award based on the number of Medi-Cal births with three risk indicators (children under age 5 in poverty, preterm births and children under age 5 in foster care) and existing capacity to serve clients through one of CHVP approved evidences-based services models, Nurse Family Partnership®. Program goals include promoting maternal health and well-being, improve infant and child health and development and strengthen family functioning and cultivation of strong communities. Service is provided to pregnant and newly parenting families who have medical and social risk factors such as inadequate income, education less than 12 years, substance abuse and depression and/or mental illness. NFP is staffed by Public Health Nurses within the Community and Nursing Services Division. Research has shown that evidence-based home visiting programs produce positive outcomes that save taxpayer dollars by reducing societal costs associated with intimate partner violence, youth crime, substance abuse and need for governmental assistance[i].		
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)	
1) Authorize the Health Care Agency Director, or designee, on behalf of the Board of Supervisors to execute the Application.	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Marc Meulman, Chief of Operations, Public Health Services, (714) 834-2980, mmeulman@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:
David Souleles	

[i] *Miller TR. Projected outcomes of Nurse-Family Partnership home visitation during 1996-2013, United States. Prevention Science, 16:6, 755-777, 2015.*

County of Orange

County Policy

Subject:	Grants Policy Manual
Authority:	Board of Supervisors
Policy Owner:	County Executive Office: Signature_____
Approval Date:	12/10/2013
Revision Date(s)	12/10/2019 , 1/24/2017
Version No.:	4.0

A. Policy

The Board of Supervisors (Board) has ordered that a regular and comprehensive report listing all grants involving County departments (Department(s)) be placed on the Board meeting agenda for approval. Per Board directive, this policy serves as the procedure and protocol that is to be followed by the Board, Departments, and County Executive Office of Legislative Affairs (CEO-LA) during the submittal and approval of all grant applications and awards.

As set forth herein, the Board must approve receipt of pre-authorized or reoccurring grants and all grant applications prior to submittal to the Grantor, and grant awards over $50,000. Grant awards under $50,000 shall be approved by the County Executive Officer or designee (CEO). Generally speaking, the vehicle to seek Board approval of both grant applications and acceptance is the Grants Report, which is prepared and placed on the Board agenda by CEO-LA. The Grants Report also serves to inform the County's Sacramento and Washington, D.C. advocates of County grant activities involving state and federal agencies.

B. Purpose

This policy is intended to provide direction to Departments when submitting grant applications and/or awards via the Grants Report for consideration and approval by the Board.

C. Authority

All grant eForms prepared for inclusion in the Grants Report will be reviewed by CEO-LA prior to submission to the Board for final approval. CEO-LA has the authority to request changes or additional information prior to submission to the Board. It is the Department's responsibility to be aware of all submission deadlines to the appropriating agency and work with CEO-LA to provide all information requested in a timely manner. CEO-LA will not be responsible for any delays caused as a result of incomplete or incorrect information provided by the Department, which may result in missing a grant application or award deadline.

All grant awards up to $50,000 shall be approved by the CEO. The Board shall approve all grant applications prior to submittal to the Grantor, grant awards greater than $50,000, as well as all "retroactive" and/or "ratify" grant items regardless of their amount.

D. Scope

Departments submitting grant items using the Grants Report for Board and CEO-LA consideration and approval will adhere to this policy.

E. Responsibilities

There are three entities responsible for preparation and filing of the Grants Report: (i) Department Grant Coordinators, (ii) Department Head or designee and (iii) CEO-LA.

F. Definitions

Term	Definition
Approve	Formal Board action to consent to the submission of a grant application on behalf of the County and/or to accept a grant award/contract.
Agenda Staff Report (ASR) Process	Filing of ASR to be included on the Board meeting agenda. See ASR submittal policy, click here: https://ocgov.sharepoint.com/InfoCentral/KB/PPSG/policylib/County%20Policy%20Library/Agenda%20Staff%20Report%20Submittal%20to%20CEO/Policy.pdf
CEO Notification Form	An electronic form used by Departments to seek CEO approval of grant awards up to $50,000.
CEO Memo	A memo submitted along with the CEO Notification Form to the CEO for approval to accept grant awards up to $50,000. The memo shall be written on the Department's letterhead and signed by the Department Head. The memo shall include details of the grant and if awarded, how the funding will be implemented.
eForm	An electronic form used by Departments to seek Board approval of grant application(s) and/or grant awards that is sent to CEO-LA for inclusion in the Grants Report.
Grant Application	A group of required forms and documents that contains specific program and project information, budget details and all information required by the Grantor.
Grant Award	The document that provides funds to a recipient to carry out an approved program or project (based on an approved application or progress report).1
Grantor	A state or federal department or agency, a for-profit organization or a nonprofit organization, which posts funding opportunities or manages the submission of funding opportunities.

Term	Definition
Grants Matrix	A cumulative, annual table of Departments' recurring grants for the purpose of tracking such grants. The matrix is submitted to CEO-LA for inclusion in the Grants Report.
Grants Report	The central method by which straightforward, standard County grant applications, awards and the County's grants activities shall be processed and monitored. The Grants Report shall be a standing item on the Board agenda to facilitate the submission of time-sensitive grant applications or awards.
Letter of Intent	A document may be required by the Grantor prior to submission of grant application for Board approval.
"Ratify" Grant	To confirm and adopt after the fact a grant application or award submitted to the Grantor prior to obtaining Board approval due to circumstances created by the Grantor that are beyond the County's control.
"Retroactive" Grant	A grant application or award submitted to the Grantor prior to obtaining Board approval.
"Retroactive" or "Ratify" Grant Memo	A memo submitted along with the eForm to the CEO for initial approval. The memo shall be submitted on the Department's letterhead and signed by the Department Head. The memo shall include a detailed justification on why the grant did not receive prior Board approval. Once approved by the CEO, the "retroactive" or "ratify" grant memo and eForm will be included in the grants report for the Board's approval.

G. Procedure

I. General Guidelines

A. The Board shall approve all grant applications prior to submittal to the Grantor, grant awards greater than $50,000, and all "retroactive" and "ratify" grant requests.

B. Grant awards up to $50,000 shall be approved by the CEO.

C. Departments must notify CEO-LA of their designated grant coordinator. Grant coordinators are responsible for reviewing and submitting all grant items to CEO-LA for inclusion on the grants report. CEO-LA will also contact Department grant coordinators with relevant grant information, grant opportunities, or new program policies.

D. Departments must submit all grant documents to CEO-LA no later than **5 p.m. on Tuesday**, **one week prior to the applicable Board meeting date** in order to be included on the Grants Report for said meeting.

E. Grant documents must be submitted via email to grants@ocgov.com and CEO-LA Grants Manager at Cynthia.Shintaku@ocgov.com. If the CEO grants manager is out of the office, a designee will be made available to the departments.

F. CEO-LA will provide an email confirmation within 24 hours to confirm inclusion of the grant item requested by each Department.

G. CEO-LA has a standing briefing with Board staff every Thursday, where grant items are presented. CEO-LA may request Department representative to attend the weekly legislative briefings to discuss their grant items. If a Department does not comply with this policy, their grant item is subject to be removed from the grants report.

II. Grants Report

The Grants Report is used to seek Board approval for both grant applications and awards. Grant applications and awards that are included in the Grants Report are intended to be for straightforward, standard funding opportunities from state and federal government agencies, as well as for-profit and nonprofit organizations.

Grant applications and awards that involve multiple agreements, resolutions, or are determined to be a unique circumstance by CEO-LA must be submitted as a stand-alone ASR, and follow the standard ASR timeline. The final decision on whether or not a grant item is eligible on the grants report is determined by CEO-LA.

CEO-LA will prepare the Grants Report prior to the Board meeting based on the information each Department submits through the eForm. This draft is reviewed by Board staff on the Thursday prior to the following Board meeting. Once approved by the Board, a final copy of the Grants Report will be sent to the Clerk of the Board and to each Department's Grant Coordinator.

III. Grant Application Approval Process

A. Procedure for Acceptance of Applications

The Board shall approve all grant applications prior to submittal to the Grantor, as well as all "retroactive," and "ratify" grant applications.

i. In order to be included in the Grants Report, the Department shall complete a Grant Authorization eForm (eForm). eForms must be submitted to CEO-LA via email to grants@ocgov.com no later than **5 p.m. on Tuesday, one week prior to the applicable Board meeting date.**

ii. If the grant application requires a resolution or agreement, the Department shall work with their assigned deputy county counsel to obtain approval of the document.

Approved resolutions or agreements must be submitted with the eForm via email to grants@ocgov.com.

a. Resolution

1. The resolution shall include language authorizing the requesting Department to apply for funding only with Board approval.

2. The final draft of the resolution must follow the standard resolution template. Two copies of the resolution shall be sent to CEO-LA; one copy as a PDF and one copy as a Microsoft Word file.

b. Agreement

1. Agreements that require the Chair's signature will be included in the grants report. Agreements that do not require the Chair's signature will not be included in the grants report.

2. Agreements shall be reviewed, signed and stamped "Approved as to Form" by the Department's assigned deputy county counsel.

3. A PDF of the final "Approved as to Form" agreement shall be sent to CEO-LA along with the eForm.

iii. All grant applications must be taken to the Board for approval prior to submittal to the Grantor. Applications submitted without prior Board approval must be taken to the Board as a "retroactive" or "ratify" grant application. If the Board chooses not to approve a grant application, it is the Department's responsibility to notify the Grantor. Any costs resulting from this action shall be paid directly by the Department.

iv. All "retroactive" or "ratify" grant applications must be included in the Grants Report as soon as possible, but no later than 30 days following the Grantor's deadline. Applications beyond the 30-day deadline must be submitted as a stand-alone ASR by the Department for Board consideration.

For Example:

- If the grant application deadline is July 1st, then
- The grant application shall be presented to the Board for approval before July 1st, or
- The "retroactive" or "ratify," grant applications shall be presented to the Board, if presented after July 1st but no later than July 31st , or
- The "retroactive" or "ratify," grant applications shall be presented to the Board by the Department as a stand-alone ASR, if presented after August 1st.

v. Departments partnering with an outside agency as part of a larger grant application in which the County is not the lead agency must still receive Board approval prior to the submittal of an application and acceptance of any grant funds under the following circumstances:

- Grant funds will be used to support a staff position;
- The Department will be contributing matching funds;
- A resolution or Board authorized agreement is required.

B. Recurring Grants

For recurring grants, the Department may choose to complete the Grants Matrix and submit it to CEO-LA for inclusion in the Grants Report on an annual basis. Recurring grant applications that require a resolution or Board authorized agreement are not allowed for inclusion on the Grant Matrix.

i. Departments requesting to submit a recurring Grant Matrix shall complete an eForm and Grant Matrix. Both documents shall be submitted to CEO-LA via email to grants@ocgov.com no later than **5 p.m. on Tuesday, two weeks prior to the next applicable Board meeting date.**

ii. Required elements of the eForm and Matrix are:

a. Requesting Agency/ Department;
b. Grant Name;
c. Project Name;
d. Sponsoring Organization/Grant Source;
e. Requesting Funding Amount;
f. County Match;
g. Application Due Date;
h. Type of grant: Competitive/Other Type, please explain;
i. Date of prior Board approval;
j. Purpose of Grant Funds;
k. New full or part –time positions, if any, and;
l. Whether a CEQA finding is necessary.

IV. Grant Award Approval Process

A. Procedure for Grant Acceptance of Awards greater than $50,000

The Board shall approve all grant awards greater than $50,000, as well as all “retroactive” and “ratify” grant awards.

i. In order to be included in the Grants Report, the Department shall complete a Grant Authorization eForm (eForm). eForms must be submitted to CEO-LA via email to grants@ocgov.com no later than **5 p.m. on Tuesday, one week prior to the next applicable Board meeting date.**

ii. If the grant award requires a resolution or agreement, the Department shall work with their assigned deputy county counsel to obtain approval of the document. Approved resolutions or agreements must be submitted with the eForm via email to grants@ocgov.com.

a. Resolution

1. The resolution shall include language authorizing the requesting Department to receive or accept funding only with Board approval.

2. The final draft of the resolution must follow the standard form available in CAMS (e-Agenda) Library. Two copies of the resolution shall be sent to CEO-LA; one copy as a PDF and one copy as a Microsoft Word file.

b. Agreement

1. The agreement shall be reviewed, signed and stamped "Approved as to Form" by the Department's assigned deputy county counsel.

2. A PDF of the final "Approved as to Form" agreement shall be sent to CEO-LA along with the eForm.

iii. Departments shall bring all grant awards greater than $50,000 to the Board for approval within 30 days of the award notification date from the Grantor. Grant awards beyond the 30-day notification deadline shall be considered "retroactive" or "ratify" by CEO-LA, depending on the circumstance of the delay.

iv. All "retroactive" or "ratify" grant awards must be included in the Grants Report within 60 days of the grant notification date. "Retroactive" or "ratify" awards beyond the 60-day deadline must be submitted as a stand-alone ASR by the Department.

For example:

- Department receives grant award notification on July 1st, then
- Grant award shall be presented to the Board for approval by July 31st, and
- "Retroactive" or "ratify" grant awards shall be presented to the Board by August 30th, or

- "Retroactive" or "ratify" grant awards submitted after August 30th shall be presented to the Board as a stand-alone ASR.

v. Departments partnering with an outside agency as part of a larger grant application in which the County is not the lead agency must still receive Board approval prior to the submittal of an application and acceptance of any grant funds under the following circumstances:

- Grant funds will be used to support a staff position;
- The Department will be contributing matching funds;
- A resolution or Board authorized agreement is required.

B. Procedure for Acceptance of Awards up to $50,000

Standard grant awards up to $50,000 may be approved by the CEO.

i. Departments requesting the CEO's approval must complete a CEO Notification Form and along with a memo signed by the Department's Director. Both documents must be submitted to CEO-LA via email to grants@ocgov.com within 30 days of the grant award notification.

ii. CEO-LA will notify the Board via memo on a quarterly basis of all such grant awards received.

V. Grant Contract Amendments

Grant contract amendments that request acceptance of supplemental grant funds over the $50,000 grant award threshold and/or significantly change the scope of work or type of activities to be funded will require Board approval. Grant contract amendments under the $50,000 grant award threshold may be approved by the CEO or designee following the grant award procedures listed in Section Vl. B.

Grant contract amendments requesting Board approval must be submitted by the Department via the ASR process, unless the original grant contract was previously approved by the Board via the Grants Report; such amendments may also be approved via the Grants Report.

Departments shall submit eligible grant contract amendments for the Grants Report as follows:

A. Complete and submit the eForm to CEO-LA for inclusion in the Grants Report before the amendment due date. eForms must be submitted to CEO-LA via email to grants@ocgov.com no later than **5 p.m. on Tuesday, one week prior to the applicable Board meeting date.**

B. Departments shall include a copy of the original Grants Report previously approved by the Board with the completed eForm.

C. The Department must work with their assigned deputy county counsel and obtain approval of the contract amendment. "Approved as to Form" contract amendments must be submitted with the eForm via email to grants@ocgov.com no later than **5 p.m. on Tuesday, one week prior to the applicable Board meeting date.**

VI. Grant Tracking

Departments will be required to track their grant items on a routine basis through the CEO-LA's SharePoint sites located here: https://ocgov.sharepoint.com/sites/GCR/serviceareas/legislativeaffairs/Grants/track/Pages/default.aspx.

If a Department does not have access to SharePoint, they must submit their grant tracking information via email to CEO-LA.

CEO-LA will email specific grant tracking reminders and deadlines to all Departments.

Information from the grant-tracking site will be utilized to prepare the annual year-end grant memo to the Board of supervisors.

VII. Best Practices

CEO-LA recommends that each Department consider the following best practices prior to accepting or applying for grant funds:

- *Is the grant match requirement obtainable?*
- *Will the grant require the hiring of additional staff to manage/operate the project/program?*
- *Will the operating expense of the grant program/project be sustainable?*

VIII. Grants Advocacy

CEO-LA recommends when applicable that Departments engage in a legislative advocacy strategy as part of their applications for grant awards. In fact, many competitive grants require letters of support from outside entities including elected officials, nonprofit organizations and municipal partners. If needed, Departments should request assistance from CEO-LA to engage the County's legislative advocates as part of an advocacy strategy.

In coordination with CEO-LA, Departments may:

A. Request the County's legislative advocates to solicit letters of support for grant applications from elected officials and outside entities;

B. Request the County's legislative advocates make contact with the granting agency to help advocate on the County's behalf; and/or

C. Request the County's legislative advocates to engage stakeholders in the legislative process to improve the County's chances of being successful in a grant application.

IX. Attachments

#	Title
A	Grant Application eForm
B	CEO Notification Form

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Today's Date:		
Requesting Agency/Department:		
Grant Name and Project Title:		
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)		
Application Amount Requested:		
Application Due Date:		
Board Date when Board Approved this Application:		
Awarded Funding Amount:		
Notification Date of Funding Award:		
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:		
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)		
Will the grant/program create new part or full-time positions?		
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.	
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)		
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.	
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:	

CEO-Legislative Affairs Office
Grants Notification Form

A CEO Grants Notification Form must be completed and submitted to CEO-LA for all grant awards requesting approval from the CEO.

Today's Date:	
Requesting Agency/Department:	
Grant Name and Project Title:	
Sponsoring Organization/Grant Source:	
Application Amount Requested:	
Date Board Approved Application:	
Awarded Funding Amount:	
Notification Date of Funding Award:	
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 specify budget and account number)	
Will the grant/program create new part or full-time positions?	
Recurrence of Grant	New ☐ Recurrent ☐
Explain:	
If this is a recurring grant, please list the funding amount applied for and awarded in the past.	
Purpose of Grant Funds:	Provide a summary and brief background of why the CEO should accept this grant award, and how the grant will be implemented.
Recommended Action/Special Instructions:	
Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

MICHELLE STEEL
VICE CHAIR, SECOND DISTRICT

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

RECEIVED
2019 DEC -4 PM 1:37
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEMORANDUM

December 3, 2019

TO: Robin Stieler, Clerk of the Board

FROM: Vice Chair Michelle Steel, Supervisor Second District MS

SUBJECT: Appointment to Airport Land Use Commission for Orange County. S29A

Please add the following item of business to the supplemental calendar for the December 10, 2019 Board meeting agenda. The title of the item should read:

Vice Chair Steel – Airport Land Use Commission for Orange County – Appoint Devasis Ghose, Newport Beach, for the term beginning May 8, 2018 and ending May 2, 2022.

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

AIRPORT LAND USE COMMISSION FOR ORANGE COUNTY

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ First ☒ Second ☐ Third ☐ Fourth ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

DEVASIS — First Name
Middle Name
GHOSE — Last Name

Street Address
City
State
Zip Code

Home Phone Number
Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application. PLEASE SEE ATTACHED (ATTACHMENT 1 & 2)

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☑ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: ORANGE

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
1) AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS	1985	CURRENT.
2) INSTITUTE OF CHARTERED ACCOUNTANTS IN ENGLAND & WALES	1980	CURRENT.
3) THE INDUS ENTREPRENEURS SOUTH COAST	2010	CURRENT

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ☑YES ☐ NO PLEASE SEE ATTACHMENT 3

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? ☐YES ☒NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

☐YES ☒NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE SEE ATTACHMENT 3

DATE: NOV 11, 2019 **APPLICANTS SIGNATURE:** Deva S

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5

☐ All BOS ☐ BCC Contact Person Name _____

Attachment 3

Additional Information to support the application of Devasis (Dev) Ghose to the Airport Land Use Commission for Orange County

Within the last five years, have you been affiliated with any Business or Nonprofit agencies?

Yes.

- Business-From May 2015 to January 2019, I was the Executive Vice President and Chief Financial Officer for Reading International, Inc., an international publicly traded movie exhibition and real estate development company. The company did not have any operations or activities in the County of Orange in California.
- Nonprofit agencies-From 2006-May 2015, I served on the board of Seniorserv Inc., Seniorserv is a social enterprise organization focused on food service manufacturing, welfare & well-being of senior citizens.

Please briefly explain why you wish to serve on this Board, Committee or Commission.

I would like to give back to the community, County and State in which I reside in a deeper sense now that I have a bit more time to serve, post retirement. Over the last four decades, I have garnered a significant background in Real Estate and development, Health Care Services, Corporate finance, Capital raising and Governance. I have also assisted in the growth and development of a not for profit where I served as a Board Member and Treasurer. I believe that I can utilize these prior experiences and my background to contribute to the successful functioning of the Airport Land Use Commission for Orange County.

DEV GHOSE ♦

Chief Financial Officer with demonstrated leadership and record of success in financial management, information technology and corporate governance garnered in diversified businesses. Broad and deep experience in multiple industries including real estate, retail, health care, financial services, diversified manufacturing and not-for-profit. Thrive in fast-paced environments and in both growth and turnaround opportunities. 28 years corporate experience at four publicly listed companies, 10 years at two Big 4 accounting firms & three years of other consulting, research firm & start-up experience. Global perspective from work, residence, education & travel @ USA/Europe/Asia/Australasia.

KEY COMPETENCIES

- International experience & focus
- Capital raising & Treasury
- SEC, Public company & IFRS reporting
- Turnaround management & building teams
- Corporate Governance & Sarbanes Oxley
- Strategic planning
- Multi location operations
- Asset, Project and Process management
- IT & ERP systems implementation
- M&A

CHRONOLOGY OF EXPERIENCE

READING INTERNATIONAL, INC. Culver City, CA **2015-2019**
Advisor February 2019-date/Executive Vice President & Chief Financial Officer 2015-Jan 2019
(Manage finance and information technology functions for international movie exhibition & real estate development and real estate operating company, listed on NASDAQ) *Revenue $275 million; Total market cap ~$600 million*

CALIFORNIA LIFESTYLES INC, San Clemente, CA **2014-2015**
SOLO-DEX INC, Irvine, CA **2013-2015**
Chief Financial Officer, California Lifestyles; Advisory Board member, Solo-Dex.
(Responsible for organizational development and capital raising for these two emerging growth companies focused on international retail operations (California Lifestyles) and medical devices (Solo Dex) respectively.

SKILLED HEALTHCARE GROUP, Foothill Ranch, CA **2008- 2013**
Private Equity (PE) Company- backed New York Stock Exchange-listed (NYSE) Company operating health care facilities in the Western US) Revenue $ 875 million; Total Market Cap $ 900 million @ peak
Executive Vice President and Chief Financial Officer
(Responsible for managing the finance and information technology areas of company).

GREEN STREET ADVISORS, Newport Beach, CA **2006- 2007**
Managing Director International
(International analytical research boutique focused on property-company & REIT stocks)

SHURGARD STORAGE CENTERS, INC, Seattle, Washington **2004- 2006**
Executive Vice President and Chief Financial Officer
(NYSE Company (REIT) operated self-storage facilities in the United States and Europe) Revenue $500 million; Total Market Cap $5 billion.
(Responsible for managing the finance and information technology areas of this international real estate development, acquisition and retail service company).

TATUM PARTNERS, Irvine, California **2003-2004**
(National 400 partner firm providing financial and information technology leadership to organizations)
Financial Service Partner

HCP, INC., Newport Beach, California **1986-2003**
NYSE financial services company (REIT) that leases health care facilities on a long-term basis to health care organizations. Total market capitalization was approx $4 billion in 2003

Continued....

HCP (continued): Senior Vice President-Finance and Treasurer (1995-2003)/Other senior financial management positions (1986-1994).
(Responsible for the treasury, financial reporting, asset management, financial planning and information technology functions).

PRICEWATERHOUSE COOPERS, Los Angeles, CA/ KPMG, London UK **1975-1985**
(**Audit Manager**, trained in financial reporting and control & audit of international companies at two **Big Four international public accounting firms**)

PUBLIC COMPANY EXPERIENCE & ACCOMPLISHMENTS

(Reading 2015/2019; Skilled Healthcare 2008/2013; Shurgard 2004/06; HCP 1986/2003; ~28 years)

- Built, rebuilt and turned around Finance function at four publicly traded companies—built high quality domestic and international finance and accounting teams to produce **"best of breed" financial reporting**. Managed Finance & IT teams of up to 150 employees. Partnered with HR & CEO on incentive comp matters.
- Raised several billion of **new equity and debt capital in the public and private markets**. Implemented interest rate and FX derivatives and managed the company's relationship with banks and financial institutions. Played key role with leading investment banking firms and "road-show" presentations to prospective equity and bond investors on over 25 different equity and debt offerings. Negotiated and structured new revolving lines of credit with consortia of leading banks. Managed borrowings, interest rate hedging and cash management systems.
- Successfully directed the Company's **SEC and financial reporting** function, including press releases, annual reports, Forms 10-K and 10-Q, Forms S-3, and prospectuses. Reviewed and researched appropriate accounting positions for company. Achieved clean reports and full compliance with Sarbanes Oxley Section 404 requirements. Managed preparation of financial reports under International Financial Reporting Standards (IFRS). Integrated the finance function of acquired companies.
- Managed & expanded Investor Relations effort. **Led relationship with "buy and sell side" equity analysts & with bond rating agencies** regarding corporate ratings at publicly traded companies.
- Prepared and presented all Company business and annual financial plans to the Board of Directors. Heightened interaction on finance, accounting, and technology matters with Audit Committee of the Board. Worked closely with Board and Audit Committee to establish best-practice corporate governance procedures.
- Designed and implemented integrated financial, management reporting and asset management systems. Managed **implementation of financial & enterprise information technology (IT) systems**. Managed financial control, and financial infrastructure development process.
- Key participant in the **review of strategic alternatives** at three publicly traded companies. Played key role in the SEC proxy, acquisition and integration of industry competitors.
- Improved **profitability through focus on revenue optimization and cost control.**

OTHER PROFESSIONAL EXPERIENCE

(Green Street 2007/08, Tatum 2003/2004, PWC/ KPMG 1975/85)

- Investigated and **underwrote European & Asian business platforms**; assisted in the set-up of European operation to provide research on international property companies based overseas. (Green Street Advisors)
- Responsible for executing and leading complex financial transactions for corporations. (Tatum Partners)
- Managed audits for **pharmaceutical, real estate, manufacturing and service companies**. (PWC/KPMG)
- Managed the **initial public offering** (IPO) of a vitamin manufacturing company. (PWC)
- Successfully directed acquisition investigations of several companies. (PWC)
- Recruited by Price Waterhouse, World Firm in London under the auspices of their International Service Program based on competitive criteria.
- Developed a framework for the potential acquisition of several companies during a six-month tour of duty from KPMG to BICC, plc., a multinational electric manufacturing and contracting company.

Continued....

EDUCATIONAL/PROFESSIONAL BACKGROUND

- Executive M.B.A., UCLA, Anderson School of Management
- Diploma in Finance and Accounting Studies, Oxford Brookes University, Oxford, England
- Bachelor of Science in Physics, First Class Honors, University of Delhi, India
- Certified Public Accountant. (USA) & Chartered Accountant (UK)

OTHER

- **National Association of Corporate Directors/Carnegnie Mellon University: Certificate on Cyber-Security Oversight, September 2019**
- Board & Executive Committee member and Treasurer, Community Senior Serv Inc (not for profit & social enterprise organization focused on food service manufacturing, welfare & well-being of senior citizens) 2006-2015
- Former Board member, Fountain View Reinsurance (captive insurance co. based in the Cayman Islands) and Sunblossom Florals, start-up international floriculture company and former Board member of subsidiary companies based in the US and internationally
- Completed HBS corporate governance course "Making Corporate Boards more effective"
- Authorized article "Business Process Outsourcing-a mechanism to galvanize shareholder value", Journal of Financial Transformation, August 2003

DEV GHOSE

Summary Bio

- Publicly traded company CFO & Treasurer (3 NYSE listed companies & 1 NASDAQ listed company)- 20 years
- Multiple industries served-Real Estate & REITS, Health care, Retail, Financial Services & Leasing- 28 years
- Big 4 accounting firms: PricewaterhouseCoopers & KPMG-10 years
- Consulting & other-3 years
- Extensive international experience & focus
- Multi-facility and International Operations.
- Key competencies: Capital Raising & Treasury/Financial Reporting & Planning/Information Technology/SOX & Governance/Insurance
- NACD /Carnegie Mellon Cyber risk certification
- Served on corporate, start-up & not-for-profit boards.
- MBA (UCLA)/CPA/UK Chartered Accountant/Honors degree in Physics

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Donald P. Wagner

Date: December 4, 2019

RE: Appointment of Sanjeev Ganatra to the Orange County Visitors Association

S29B

Please add the following supplemental item to the Board meeting agenda on Tuesday, December 10, 2019, at 9:30 AM:

Appoint Sanjeev Ganatra to the OC Visitors Association; term to run concurrent with the Supervisor's term in office.

RECEIVED
2019 DEC -5 AM 9:02
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

Orange County Visitors Association

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ First ☐ Second ■ Third ☐ Fourth ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Sanjeev (First Name) Rasik (Middle Name) Ganatra (Last Name)

Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: ORA, Inc - Clinical Research Organization

OCCUPATION/JOB TITLE: Business Development

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: ■ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ■ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
American Cancer Society	01/2013	Current

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ☐YES ■ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? ☐YES ■ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

☐YES ■ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

N/A

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

Dedication to growing and furthering our community. Bring both cultural and economic opportunities

Goal of displaying and highlighting our vibrant county.

Support both local reinvestment and national outreach

DATE: 10/12/2019 **APPLICANTS SIGNATURE:**

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5

☐ All BOS ☐ BCC Contact Person Name _____

Sanjeev Ganatra

PROFESSIONAL EXPERIENCE

Ora, Inc., Boston, MA **5/2018 – present**

Director, Business and Corporate Development

Ora is the world's leading full-service ophthalmic CRO and product development firm with offices in the United States, the United Kingdom and Japan.

- Responsible for global business and corporate development with ophthalmic biopharmaceutical, pharmaceutical, device and diagnostic companies to secure business opportunities for Ora.

Saragan Consulting, Tustin, CA **2/2013 – 5/2018**

Managing Partner

SARAGAN Consulting is a boutique healthcare consulting firm.

Consulting Projects:

- Develop Market Analysis for surgical eye care company launching in the US market (Presbia)
- Bus. Dev. & Commercial Ops. for Pharma vendor on analytics, managed care, patient access (TrialCard)
- Developed Training Platform for injectable to be launched for pain management for patients with FBSS (SOTA)
- Business Development activities for ophthalmic vitamin company (EyeScience)
- Social Media for Critical Care Device company (Masimo)
- Corporate Business Development and Marketing Management for ophthalmic device manufacturer (VisionCare)

NVISION Eye Centers, Aliso Viejo, CA **1/2017 – 7/2017**

Vice President, Corporate Development

3rd largest Ophthalmic LASIK, Refractive Eyecare practice in the U.S.

Overall responsibility for leading strategic planning, service diversification, geographic expansion, and M&A activity

Sourcing and Acquisition:

- Managed deal process from first contact with potential targets through execution of agreements & into integration project management
- Identified new opportunities to support business growth (Expanded acquisition pipeline portfolio from 13 to over 40 potential transactions)
- Independently & in collaboration with internal groups, worked to provide detailed economic analyses of new opportunities (e.g., market research, business intelligence, competitive analysis, development plan, commercial forecast, NPV analyses) to inform business decisions, create integration project plans and launch timelines
- Presented business rationale, analyses and proposals to leadership team weekly and board quarterly

Diligence and Transaction:

- Coordinated the evaluation and diligence of new opportunities across multiple functional areas
- Developed deal concepts and negotiated term sheets and definitive agreements
- Worked closely with corporate legal counsel and finance groups to structure and execute transactions

Integration

- Developed an effective and scalable acquisition integration process
- Established key strategic goals, action plans and measurements in partnership with the acquired practice physicians and internal team to align integration priorities and efforts
- Created effective working relationships with counterparts in other company departments & with key vendor partners
- Served as key point person for acquisition diligence and integration issues including EMR integration, communications, physician onboarding and transitioning, legal matters. Worked with operations team to quickly transition general day-to-day operations management including key practice efficiency and process improvements.
- Worked with I.T. to develop a technology integration plan in both acquired practices and de novo locations including user office systems, phone, practice management and EMR systems.

Sanjeev Ganatra

VisionCare Ophthalmic Technologies, Saratoga, CA **8/2014 – 1/2017**

Sr. Dir, Strategic Business Development & Marketing

- Worked with Executive team on projects including investor/analyst relations & due diligence requirements.
- Developed strategic framework to analyze the company's existing business as well as new market opportunities
- Created awareness of the company & its products among the physician base;
- Broadened awareness to the patient customer base, patient support organizations & health care organizations.
- Increased the overall number of (US & Global) potential patients entering into the product candidacy process.
- Develop US and Global channel and partner relationships to support growth of the patient base and product sales.
- Manage Clinical Specialist team (13 OD, OT professionals) and managed Professional Marketing Manager

Avanir/Otsuka Pharmaceuticals, Aliso Viejo, CA **8/2012 – 2/2013**

Director, Sales Operations

- Responsible for all aspects of strategic analysis and tactical operations associated with allocation of Commercial resources, including sales, marketing, and business development programs.

Bausch & Lomb Pharmaceuticals, Irvine, CA **1/2005 – 6/2012**

Director, Product Marketing

- Responsible for $80m corporate revenue and brand P&Ls
- Launched the Rx Allergy Franchise ($700m market opportunity)
- Achieved 14% of the new prescription market within first 5 months of full launch (first in class)
- Developed over 200 KOLs (academic and clinician) and nationally recognized speakers in 3 specialties within first 5 months of launch

Regional Sales Manager

- Managed Mid-Atlantic sales force and contract sales representatives
- Took a mid-tier ranked team to top in region and nation consistently.
- Had the #1, #8, #13 (of 103) ranked Territory Managers in growth within first 6 months as manager

Manager, Marketing

- Consistently met and exceeded all revenue and unit targets for Istalol
- Developed effective product campaigns and promotional resources
- Developed KOL relationships in Cataract, Cornea, Retina and Glaucoma

Manager, Business Analysis

- Led sales force analysis through 3 expansions, growing the sales force from an outside sales force to 95 internally
- Developed Business Analysis department, needs assessment, reporting and sales incentive plans

Valeant Pharmaceuticals, Irvine, CA **5/2003 – 12/2004**

Manager, Sales and Operations, US Pharmaceuticals

- Managed Sales Analysis, Market Research and Sales Operations teams for the US Commercial team

Senior Sales & Marketing Analyst, US Pharmaceuticals

Pfizer Pharmaceuticals, Newport Beach, CA **7/2000 – 5/2003**

Senior Sales Analyst, Western Business Unit

EDUCATION

Purdue University (Global) **2018-2024***
Juris Doctor

University of Southern California, Marshall School of Business **2002-2005**
Masters of Business Administration, Entrepreneurship & Marketing

Claremont Graduate University, Drucker School of Business **2001-2002**
MBA/MS Financial Engineering (partial)

University of California, San Diego **1995-1999**
Bachelor of Science, Molecular Biology

Sanjeev Ganatra

Summary of Experience:

Sanjeev brings nearly 20 years of experience in pharmaceuticals, managed care, biotech and technology. He has been a part of the growth or turnaround of various size companies from as large as Wyeth (Pfizer), to ICN (Valeant) and smaller entrepreneurial organizations such as VisionCare Ophthalmic Technologies, Ophthalmic Research Associates (Ora), ISTA (Bausch & Lomb) and Avanir Pharmaceuticals (Otsuka). On the technology side, he has worked with TrialCard (electronic pharmacy adjudication), and for Sun Microsystems as well as a couple of web-based start-ups.

He has served in multiple senior commercial roles from Sales management, to Analytics & Operations management to Marketing management in healthcare specialties ranging from Oncology, Ophthalmology, Women's health, GI, Dermatology and Neuroscience. Sanjeev has been invited on many occasions to speak to industry colleagues at conferences ranging from commercialization and forecasting, to KOL development to global pharmaceutical launches.

Sanjeev resides in Southern California.

- ☐ Analytics – Managed analytics and department for the CEO, CFO, VP Sales / Marketing and Sales Force on analyses both in-line and prior to the launch of pipeline or acquired brands. This included business development valuations on products/ companies, sales force sizing projects related to in-licensed (or expansion) products/ companies, and the development of the field sales force tools to sell in pharmaceutical, surgical (buy and bill) markets.
- ☐ Sales Force Development – Led the development of multiple sales force expansion projects in dermatology, ophthalmology and neuroscience.
- ☐ Training – Have trained hundreds (500+) of territory managers on products, anatomy, disease states, applications, IC plans and marketing initiatives. Have developed numerous training guides, presentations and courses to support initial and ongoing knowledge base.
- ☐ Clinical Studies – Global executive relationships with ophthalmic companies; Provided guidance and direction on pre and post-approval clinical studies needed and clinical data gaps related to our ophthalmic products in order to develop the appropriate clinical life-cycle management and message life-cycle.
- ☐ Sales/Sales Management – Award winning sales to pharma, tech companies (B2B), cataract, retina, corneal and glaucoma surgeons (physician), ASC's and teaching institutions. Successful in turning around a below average sales team which was highlighted by a team member achieving Presidents Club (first time) while under my supervision. I was also responsible for a contract sales team.
- ☐ Marketing Management – (1) Developed brand strategies and delivered plans for personal and non-personal promotion to increase awareness and sales of pharmaceutical and eHealth brands; (2) Led the development of strategic and promotional platforms for multiple product launches. (3) Developed a significant number of national and international (US based) cataract, refractive and glaucoma KOLs. (4) Developed the business roadmap for building out the regional business and working cross-functionally to have this translated into operational tactics to build the infrastructure to achieve goals.

Global Experience:

- ☐ Product Forecasting – Responsible for all US and Global product forecasts. Reported forecasts of between 200-300 products on a monthly basis to US and Global GM's, VP of Operations, CFO North America and President for Valeant in order to maximize revenue and minimize excess production.
- ☐ Marketing Support –Led the US Sales and Operations team to support both US and Global competitive landscape analyses, pricing issues, governmental impact analyses and launch preparation.

MEMORANDUM

To: Clerk of the Board

From: Donald P. Wagner

Date: December 4, 2019

RE: Supplemental Agenda Item for December 10, 2019

S29C

I would like to add this supplemental item on additions to the County Events Calendar to the December 10, 2019 agenda.

RECEIVED
2019 DEC -5 AM 9:02
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Agenda Item S29C
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	12/10/19
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Supervisor Don Wagner
DEPARTMENT CONTACT PERSON(S):	Tara Campbell (714) 834-3330

RECEIVED
2019 DEC -5 AM 9:03
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

SUBJECT: Addition of Several Events To County Events Calendar

RECOMMENDED ACTION(S)

1. Approve the addition of the Youth Centers of Orange Event, The Holiday on Main Street Event, Flu Shot Events and a districtwide community survey to the County Events Calendar.

2. Find under Government Code section 26227 that Youth Centers of Orange Event, The Holiday on Main Street Event, Flu Shot Events and a districtwide community survey 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.

SUMMARY:

Addition of the Youth Centers of Orange Event, The Holiday on Main Street Event, Flu Shot Events and a districtwide community survey will allow the County to sponsor and promote the events for the benefit of the County residents.

BACKGROUND INFORMATION:

On June 23, 2015 the Board of Supervisors approved the County Event Policy and Procedure with the intent to plan and implement a master calendar of events to promote County programs to local residents. The Board approves the master calendar for each fiscal year and periodically approves updates to the calendar.

Adding these events to the County Events Calendar will allow the County to sponsor and promote the events for the benefit of the 3rd District County residents.

Revision to ASR and/or Attachments

RECEIVED
2019 DEC -6 AM 8:03
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: **December 5, 2019**

To: Clerk of the Board of Supervisors

CC: County Executive Office

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

Re: ASR Control #:_____, Meeting Date 12/10/19 , Item No. # S29D

Subject: Approve CGI Technology and Solutions Agreement for Performance Budgeting Upgrade

---

Explanation:

Update Recommended Action to clarify department executing contract.

☒ Revised Recommended Action(s)

Authorize the Auditor-Controller or designee to issue and execute a sole source contract with CGI Technologies and Solutions Inc. to provide professional services, third-party software and associated software licensing for upgrade of the County's Performance Budgeting System, effective December 11, 2019, through June 30, 2020, in an amount not to exceed $775,794.

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

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

County Executive Office

Memorandum

RECEIVED
2019 DEC -5 PM 2:56
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

December 5, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer for

Subject: Exception to Rule 21

S29D

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 10, 2019, Board Hearing.

Agency: County Executive Office
Subject: Approve CGI Technology and Solutions Agreement for Performance Budgeting Upgrade
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting that this item be added to the December 10, 2019, Board agenda as a Supplemental Item to allow the project to begin on December 16, 2019. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Lisa A. Bartlett

Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S29D
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	12/10/19
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Jaime Martinez (714)834-4104 Maribel Garcia (714)834-3495

RECEIVED
2019 DEC -5 PM 2:56
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

SUBJECT: Approve CGI Technology and Solutions Agreement for Performance Budgeting Upgrade

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
CEO Signature	Approved Agreement as to Form *Action* *County Counsel Signature*	Discussion 3 Votes Board Majority

Budgeted: Yes
Current Year Cost: $775,794
Annual Cost: See Financial Impact Section

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

Prior Board Action: 6/25/2013 #50

RECOMMENDED ACTION(S)

Authorize the Auditor-Controller or designee to issue a sole source contract with CGI Technologies and Solutions Inc. to provide professional services, third-party software and associated software licensing for upgrade of the County's Performance Budgeting System, effective December 11, 2019, through June 30, 2020, in an amount not to exceed $775,794.

SUMMARY:

Approval of the sole source contract with CGI Technologies and Solutions Inc. will ensure the County's budgeting system is operationally supported and in alignment for future software revisions and will allow the County to take advantage of improvements and new functionalities, ensure the latest security measures are in place and provide all associated systems and departments the ability to maintain current Internet browser levels.

BACKGROUND INFORMATION:
The County's Performance Budgeting system (PB) is a vital component of the County's infrastructure. PB is an integrated component of the County's current CAPS+ Enterprise Resource Planning suite of software, which includes the Finance and HR\Payroll systems. On June 25, 2013, the Board of Supervisors (Board) approved the Budget Reporting and Analysis Support Systems to PB upgrade project. The County implemented PB version 3.10 in 2014. An upgrade to version 4.1 is required to mitigate the risk of operating on an unsupported system.

PB is required for the County to manage and report financial functions in an efficient, cost-effective and responsive manner. The County Budget Office uses this web-based application for long-range strategic financial planning and to prepare and balance annual operating budgets. PB is a sophisticated system requiring regular program maintenance to stay abreast of system improvements and IT environment changes.

PB is licensed to the County by CGI Technologies and Solutions Inc. (CGI). CGI releases updates to the software periodically, offering new functionality with each release. In order to receive patches to PB, the County must stay within two major releases of the current software version offered. Staying current with the growing technology will allow the County to take advantage of improvements made to the software, ensure the latest security measures are in place and allow all associated systems and departments the ability to upgrade existing desktop browsers and be in compliance with other applications.

This is a sole source contract with CGI and a completed Sole Source Request form is attached to this Agenda Staff Report. The Contractor's performance has been confirmed as satisfactory. The County Executive Office has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests. This contract does not currently include subcontractors or pass through to other providers. See Attachment C for Contract Summary Form.

FINANCIAL IMPACT:
The PB upgrade project was approved by the Board as part of the FY 2019-20 Annual Budget for the CAPS Program budget with an estimated one-time project expense of $1,682,625. However, negotiations with CGI resulted in a cost of $865,794, with savings of $816,831. Appropriations for this Contract are included in the Budget Control 014 FY 2019-20 Budget.

The project budget is comprised of the following one-time costs:

CGI Fixed Price Contract (PB Upgrade)	$ 775,794
Hardware Upgrade Estimate	90,000
Upgrade Total Expense	$ 865,794
Estimated Budget Savings	$ 816,831

Ongoing expenses covered within existing appropriations in the CAPS Program budget:

	FY 19-20	FY 20-21
Current PB & Third Party Bundled Software Maintenance and License Fees	$ 201,265	$ 207,303

Required PB Upgrade Third Party Bundled Software Changes Maintenance and License Fees	$ 19,427	$ 12,213
Total PB & Third Party Bundled Software Maintenance and License Fees*	$ 220,692	$ 219,516

* Maintenance Contract #MA-003-11012413 amendment to be presented to Board during FY 2019-20

STAFFING IMPACT:

The PB upgrade project will not require the addition of any regular or part-time employees. The project will be staffed by CGI subject matter experts, County staff who currently support PB and a small team of volunteers from County departments for user acceptance testing.

REVIEWING AGENCY:
Auditor-Controller

ATTACHMENT(S):
Attachment A – Contract MA-003-20010753
Attachment B – Sole Source Request MA-003-20010753
Attachment C – Contract Summary MA-003-20010753

ORANGE COUNTY

AUDITOR-CONTROLLER

CONTRACT WITH

CGI TECHNOLOGIES AND SOLUTIONS INC.

FOR

PROFESSIONAL SERVICES, ADVANTAGE PB UPGRADE

CONTRACT # MA-003-20010753

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Contract FOR ADVANTAGE PB UPGRADE

This Contract Number **MA-003-20010753** for Professional Services, Advantage PB Upgrade services (hereinafter referred to as "Contract") is effective **on the date fully executed** by and between the **Orange County/Auditor-Controller**, a political subdivision of the State of California, hereinafter referred to as "County" and **CGI Technologies and Solutions Inc.** with a place of business at 350 South Grand Avenue, Suite 3800, Los Angeles, CA 90071, hereinafter referred to as "Contractor", which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, County and Contractor desire to enter into a Contract for Professional services to deliver the Advantage Performance Budgeting (PB) Upgrade as described in Attachment A, Statement of Work; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

ARTICLES

General Terms and Conditions

A. **Governing Law and Venue**: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. **Entire Contract**: This Contract, comprised of these terms and conditions and Attachments A and B, which are incorporated herein, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by both parties in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County Purchasing Agent or his designee, hereinafter "DPA".

C. **Amendments**: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives,

substitutes or revisions are valid or binding on the parties unless authorized by the parties in writing.

D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractor shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. **Delivery - Intentionally Left Blank**

F. **Acceptance/Payment**: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to be in substantial conformity with the specifications set forth in the Statement of Work, and 2) payment shall be made in arrears after acceptance.

G. **Warranty**:

1. Contractor warrants during the term that Contractor's services specified in Attachment A ("Services") will be performed in a workmanlike manner consistent with reasonably applicable industry standards applicable to the performance of such Services. If County believes there has been a breach of this warranty and so notifies Contractor in writing stating in reasonable detail the nature of the claimed breach of this warranty contained herein within thirty (30) days after the requested Services by County staff are delivered to County by Contractor, then Contractor will promptly investigate the matter. If it has been determined that there has been a breach of this warranty, then Contractor's sole obligation and County's exclusive remedy in the event of a breach of this warranty will be to correct or re-perform any affected Services as necessary to cause them to comply with this warranty. There will be no additional charge to the County for the investigation and corrections efforts performed by the Contractor, except as provided in the attached Statement of Work. If Contractor is unable to correct a breach of this warranty after repeated efforts, County will be entitled to cover its actual damages.

2. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

H. **Patent/Copyright Materials/Proprietary Infringement**: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. If there has been a breach of the foregoing obligations, Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from and against any and all third party

claims arising from such breach and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

If such a third party claim is brought or appears to Contractor to be likely to be brought, Contractor may, at its sole option and expense, either obtain the right for County to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If Contractor finds that neither of these alternatives is available to it on commercially reasonable terms, Contractor may require County to return the allegedly infringing item(s), in which case County will receive a refund of the amounts paid by it for the returned item(s), less a reasonable adjustment for depreciation of the returned item(s).

Contractor is not responsible for any infringement claim caused by: (i) modifications made to the software by anyone other than Contractor and its sub-Contractor's working at its direction; or (ii) the combination, operation or use of the software with any items that Contractor did not supply to County or authorize in writing; or (iii) County's failure to use any new or corrected versions of the software made available by Contractor.

This paragraph H states Contractor's entire obligation to County and County's exclusive remedy with respect to any claim of infringement regarding any software or material provided by Contractor pursuant to this Contract.

I. **Assignment**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination**: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. **Termination**: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract that is not remedied within thirty (30) days following written notice from the County describing the particulars of the breach, or any misrepresentation or fraud on the part of the Contractor. Contractor has the right to terminate this Contract for cause if a County material breach consisting of non-payment is not remedied within thirty (30) days following written notice from Contractor describing the particulars of the breach. Contractor will be paid for accepted deliverables.

L. **Consent to Breach Not Waiver**: No term or provision of this Contract shall be deemed

waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor**: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. **Performance**: Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the Services as set forth in the Statement of Work, Attachment A. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods and services furnished by the Contractor under this Contract, subject to County's performance of its obligations set forth in the Statement of Work. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

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

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

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

1. In addition to the duty to indemnify and hold the County harmless, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

Qualified Insurer

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

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

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

Coverage	**Minimum Limits**
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

* These coverages may be provided under the same policy.

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 13or 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 form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

1. An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.
2. A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years

following the completion of the Contract.

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

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

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

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

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

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

P. **Changes**: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change in Ownership/Name, Litigation Status, Conflicts with County Interests**: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Upon receipt of notice of assignment, County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract, provided County has notified Contractor reasonably in advance of such concerns.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract.

R. **Force Majeure**: Contractor shall not be responsible for any delay in Contractor's

performance, nor assessed with liquidated damages or unsatisfactory performance penalties during any such delay beyond the time named for the performance of this Contract, caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay provided the force majeure event does not prevent such notice, and Contractor avails itself of any reasonably available remedies.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information provided to Contractor under this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Any confidential information of Contractor, which shall be deemed to be that information belonging to or in the possession or control of Contractor which is of a confidential, proprietary or trade secret nature that is furnished or disclosed to the County under this Contract in (1) tangible form and marked or designated in writing in a manner to indicate its confidential, proprietary or trade secret nature, and (2) intangible form, that information that a reasonable person could determine to be proprietary or confidential given the nature of the information. Notwithstanding (1) and (2) above, Contractor software and documentation are confidential information of Contractor regardless of how they are marked and will remain the property of Contractor. Except for California Public Records Act requests, or as needed for Brown Act, subpoena, or any other legally permitted or required disclosure, the County agrees: (i) to hold Contractor's confidential information in strict confidence; (ii) to limit disclosure of the Contractor's confidential information to personnel furnished by the County to perform Services who otherwise have a need to know the information including County independent contractors approved in writing by the Contractor Project Manager (iii) not to disclose any such confidential information to any other third party without the prior written approval of Contractor except as authorized by law; (iv) to use Contractor's confidential information solely and exclusively in accordance with the terms of this Contract in order to carry out its obligations and exercise its rights under this Contract; and (v) to notify Contractor promptly of any unauthorized use or disclosure of Contractor's confidential information and cooperate with and assist Contractor in every reasonable way to stop or minimize such unauthorized use or disclosure.

If County receives a request pursuant to the California Public Records Act for confidential information that Contractor has marked as "Confidential," "Trade Secret," or Proprietary," the County will promptly notify the Contractor of the request so that Contractor can seek protection from disclosure by a court of competent jurisdiction.

Upon termination or expiration of this Contract, the receiving Party, at the furnishing Party's option, will return or destroy all confidential information of the furnishing Party that the receiving Party does not possess under a valid license; provided that Contractor may retain one (1) copy of all of its work products (including working papers) produced under this Contract for archival purposes.

Each Party agrees that if a court of competent jurisdiction determines that the receiving Party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing Party or the furnishing Party's proprietary rights, money damages will not

provide an adequate remedy. Accordingly, the furnishing Party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations. The parties agree that this Section S shall survive early termination or expiration of this Contract.

T. **Compliance with Laws**: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations applicable to Contractor's performance hereunder (collectively "laws"), including, but not limited to those issued by County in its governmental capacity, effective as of the date this Contract is executed. Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from and against any third party claims arising from or related to Contractor's violation of such laws.

U. **Freight: Intentionally Left Blank**

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

W. **Attorney Fees**: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. **Interpretation**: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification**: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County (such approval not to be unreasonably withheld), and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against

the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any Contractor persons performing work under this Contract.

Z. **Indemnification**: Contractor agrees to indemnify, defend with counsel approved in writing by County (which said approval shall not be unreasonably withheld 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 third party claims, demands or liability due to personal injury or property damage arising from the negligent or willful misconduct in the performance of the Services provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

County shall promptly notify Contractor in writing of any claims or demands arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract for which the County seeks indemnity under this section ("Claims") and upon such notification shall provide Contractor with a copy of all notices received by the County regarding such Claims. County shall cooperate with Contractor in the defense and settlement of proceedings arising from claims for which the County seeks indemnity under this section.

AA. **Audits/Inspections**: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours. The inspection and/or audit will be confined to those matters connected with the performance of the Contract. The County will provide ten (10) business days prior written notice of such an audit or inspection. Contractor shall provide requested documents that are necessary to conduct an audit within ten (10) business days of receiving notice of an audit or inspection.

The County reserves the right to audit and verify the Contractor's records as set forth in this section before final payment is made.

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

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

BB. **Contingency of Funds**: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for

the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County will promptly inform Contractor and may immediately terminate or modify this Contract without penalty. Upon receipt of such notice, Contractor may cease Services for which funding is no longer available.

CC. **Expenditure Limit**: The Contractor shall notify the County Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. **Scope of Work**: This Contract, including its attachments, specifies the Contractual terms and conditions by which County will procure Services from Contractor as further detailed in the scope of work, attached hereto as Attachment A – Statement of Work ("Statement of Work").

2. **Term of Contract**: The term of this Contract shall begin on December 16, 2019 through and including March 31, 2021.

3. **Compensation**: The Contractor agrees to accept the specified compensation as set forth in Attachment B, Cost/Compensation, attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials required for the scope of Services and schedule defined herein.

4. **Precedence**: The Contract documents consist of this agreement and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.

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

6. **Contractor's Records**: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect that the amounts invoiced to the County under this Contract comply with the terms of this Agreement. Any financial records required hereunder shall be in accordance with generally accepted accounting principles (County agrees that IFRS is an acceptable standard for accounting principles).These records shall be stored at Contractor's premises for a period of three years after final payment is received from the County; and any such examination of Contractor's records shall not occur more than

once annually and will require at least ten (10) business days advance written notice to Contractor. Contractor shall make records available for examination pursuant to this paragraph within ten (10) business days of receipt of the County's request.

7. **Conflict of Interest – Contractor's Personnel**: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractor's and third parties associated with accomplishing work and Services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

8. **Ownership of Documents**: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor ("County Property"), except for Contractor Property. All documents, reports and other incidental or derivative work or materials furnished by County hereunder shall remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the County Property shall be used by the Contractor except as necessary for its performance of this Contract without the express written consent of the County. Contractor will own all intellectual property rights, title and interest in and to all work products developed by it under the Contract related to Contractor pre-existing software and intellectual property ("Contractor Property"). Subject to payment in full by County of all amounts owed to Contractor under the Statement of Work, Contractor grants to County an irrevocable, nonexclusive, royalty-free right and license to use, execute, reproduce, modify and create derivative works from such work products for County's own internal use. Neither party will be prevented from using ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performance under the Agreement.

9. **Title to Data**: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract. Contractor may retain a copy of Contractor deliverables for archival purposes as long as such retained copies do not contain County Personal Information as defined in Paragraph 23.

10. **Termination – Orderly**: Upon termination or other expiration of this Contract, each party shall promptly return to the other party, or destroy (if requested by the other party), all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

11. **Notices**: Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United

States mail or other delivery service such as FedEx if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

CGI Technologies and Solutions Inc.
350 South Grand Avenue, Suite 3800
Los Angeles, CA 90071
ATTN: **Pankaj Joshi**
Phone: (213) 239-5300
Email: pankaj.joshi@cgi.com

Copy to:
CGI Technologies and Solutions Inc.
11325 Random Hills Road, 8th floor
Fairfax, VA 22030
ATTN: **Office of General Counsel**
Email: us-ogc.crp@cgi.com

For County:

Project Management

County of Orange County Executive Office\Budget
333 W. Santa Ana Blvd.
10 Civic Center Plaza Room 315
Santa Ana, CA 92701

Attn: Jaime L. Martinez
Title: County Project Manager
Phone: (714) 834-4104
Email: jaime.martinez@ocgov.com

Copy to:
County of Orange Auditor Controller
1770 N. Broadway
Santa Ana CA 92706

Attn: Phillip Daigneau
Title: Director Information Technology
Phone: (714) 834-6277
Email: Phillip.Daigneau@ac.ocgov.com

Contracts

County of Orange Auditor Controller
1770 N. Broadway
Santa Ana CA 92706
Attn: **Maribel Garcia**
Title: Deputy Purchasing Agent
Phone: (714) 834-3495
Email: maribel.garcia@ac.ocgov.com

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

13. **Gratuities**: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County proved in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

14. **Authorization/Warranty**: The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

15. **News/Information Release**: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under the Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.

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

17. **Contractor Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager.

    The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel after escalating the request to senior management of the parties. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

18. **Contractor Staff**: In addition to the rights set forth in paragraph 17 above, the County's Project Manager shall have the right to request the removal and replacement of any of Contractor's personnel from providing Services to the County under this Contract. The County's Project Manager shall notify the Contractor's Project Manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within three (3) calendar days after written notice by the County's Project Manager which will not be issued until Contractor has had a reasonable opportunity to remedy the situation, as permitted herein. The County will provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing Services to the County under this Contract and will provide Contractor with the opportunity to remedy the situation prior to any such removal taking place.

19. **Errors and Omissions**: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County shall discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents shall be returned to Contractor for correction.

20. **Acceptance:** Acceptance of Deliverables will be conducted in accordance with the following procedures. All time periods specified in the following procedures are defaults that may be overridden by the applicable Statement of Work.

    a. Written Deliverables. "Written Deliverable" are deliverables that are documents, such as reports, system designs or documentation. Contractor may submit interim drafts of a Written Deliverable to County for review. County agrees to review and provide comments to Contractor on each interim draft within five (5) business days after receiving it from Contractor. County will have the opportunity to review the Written Deliverable for an acceptance period of ten (10) business days after delivery of the final version of the Written Deliverable (the "Acceptance Period").

County agrees to notify Contractor in writing by the end of the Acceptance Period either stating that the Written Deliverable is accepted in the form delivered by Contractor or describing in reasonable detail any substantive deviations from the description of the Written Deliverable contained in the Statement of Work that must be corrected prior to acceptance of the Written Deliverable. If Contractor does not receive any such deficiency notice from County by the end of the Acceptance Period, the Written Deliverable will be deemed to be accepted. If County delivers to Contractor a timely notice of deficiencies and the items specified in the notice are deficiencies, Contractor will correct the described deficiencies within a reasonable period of time. Contractor's correction efforts will be made at no additional charge, except that if the Written Deliverable is developed on a time and materials basis, Contractor's correction efforts will be made on a time and materials basis.

Upon receipt of a corrected Written Deliverable from Contractor, County will have a reasonable additional period of time, not to exceed ten (10) business days, to review the corrected Written Deliverable to confirm that the identified and agreed-upon deficiencies have been corrected. County will not unreasonably withhold, delay or condition its approval of a final Written Deliverable.

b. Software Deliverables. "Software Deliverables" are deliverables that are operational software (a completed system or any module, subsystem or release). Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications ("Specification" means a mutually agreed upon document that describes with particularity the functions to be performed by a Software Deliverable and that is designated in the Statement of Work under which the Software Deliverable is being developed as the specifications for that Software Deliverable) and to discover and remove Nonconformities through repeated testing cycles. As used in this Contract, "Nonconformity" means a reproducible condition in a Software Deliverable that prevents the Software Deliverable from performing the functions described in its specifications such that the Software Deliverable does not operate or cannot be used in a production environment. At least forty-five (45) days prior to the date on which Contractor is scheduled to deliver any Software Deliverable to County, County will deliver for Contractor's review proposed testing procedures for the Software Deliverable, including without limitation the detailed test scripts, test cases, test data and expected results. At least thirty (30) days prior to the date on which Contractor is scheduled to deliver the Software Deliverable to County, the parties will agree upon the testing procedures for the Software Deliverable (the "Acceptance Tests" or "Acceptance Testing").

(1) The "Acceptance Test Period" for each Software Deliverable will be thirty (30) days. The Acceptance Test Period for each Software Deliverable will begin when Contractor has completed and delivered the Software Deliverable to County's designated site, successfully completed Contractor's installation test and notified County that the Software Deliverable is "Ready for Acceptance." Contractor will not be obligated to deliver a Software Deliverable to County until County demonstrates the readiness of the target technical platform and environment, as described and according to the schedule specified in the Statement of Work.

(2) County will start to perform Acceptance Testing on each Software Deliverable promptly after receiving Contractor's notice that the Software Deliverable is ready for Acceptance. County's Acceptance Testing will consist of executing test scripts from the Acceptance Tests during the Acceptance Test Period. If County determines during the Acceptance Test Period that the Software Deliverable contains a Nonconformity, County will promptly send Contractor a written notice Reporting the alleged Nonconformity. A Nonconformity will be considered "Reported" only if it is described to Contractor in sufficient detail to allow Contractor to recreate it. Contractor will modify the Software Deliverable to remove the Reported Nonconformity and will provide the modifications to County for re-testing. County will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Contractor.

(3) By the end of the Acceptance Test Period County will provide Contractor with a final written list Reporting any outstanding Nonconformities (the "Punch List"). Contractor will modify the Software Deliverable to remove the Nonconformities that are Reported on the Punch List and will provide the modifications to County. County will have fifteen (15) business days after receipt of the modifications to re-test the modified Software Deliverable to confirm that the Nonconformities that are Reported on the Punch List have been removed. If any Nonconformities that were Reported on the Punch List have not been removed, County will provide Contractor with written notice by the end of the re-testing period Reporting any such Nonconformities. In such event, the procedures set forth in this Section 20.b will be repeated for the remaining Nonconformities on the Punch List.

(4) Contractor and County each agrees to work diligently to achieve acceptance of Software Deliverables at the earliest possible date, and County will work diligently to put the Software Deliverable in live production operations. Acceptance of a Software Deliverable will take place when any of the following events occurs: (i) County gives Contractor written notice of acceptance; (ii) County uses the Software Deliverable or any substantial portion of it in live production operations; (iii) the Acceptance Test Period expires without County having given Contractor the Punch List; or (iv) the re-testing period expires without County having Reported any remaining Nonconformities on the Punch List.

(5) Contractor's modifications made pursuant to this section will be made at no additional charge, except that if the Software Deliverable is developed on a time and materials basis, Contractor's modifications made pursuant to this section will be made on a time and materials basis.

21. **Stop Work**:

a) The County may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with

its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the County shall either:

(i) Cancel the stop work order; or

(ii) Terminate this Contract in whole or in part in writing as soon as feasible. County will provide thirty (30) days' advance notice of the termination of the Contract to Contractor if a stop work has been issued by County.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

(i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and

(ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated, Contractor will be paid for accepted deliverables, and for all work in progress properly performed in accordance with this Contract through the effective date of termination based on a reasonable percentage of completion.

22. **Disputes**:

a) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

(i) The Contractor shall submit to the County Agency/Department Project Manager and County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

(ii) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the

supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

b) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of Services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The foregoing shall not preclude either Party from seeking resolution through formal means.

23. **County Personal Information**:

a) The capitalized terms used in this Paragraph 23 shall have the following meanings.

(i) "Authorized Employees" means Contractor's employees who have a need to know or otherwise access Personal Information to enable Contractor to perform its obligations under this Agreement.

(ii) "Personal Information" means information provided to Contractor by or at the direction of County, or to which access was provided to Contractor by or at the direction of County, in the course of Contractor's performance under this Agreement that: (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers), in case of both subclauses (a) and (b). County's business contact information is not by itself deemed to be Personal Information.

b) Contractor acknowledges and agrees that Contractor's performance of the Services under this Contract does not require that Contractor access, keep or maintain Personal Information, however, in the course of its engagement by County, Contractor may receive or have access to Personal Information. Contractor shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Personal Information

c) In recognition of the foregoing, Contractor agrees and covenants that it shall:

(i) keep and maintain all Personal Information in confidence, using such degree of care as is reasonable to avoid unauthorized access, use or

disclosure and which is similar to the way that Contractor maintains its own information which is similar to the Personal Information but in no event less than reasonable care;

(ii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Contractor's own purposes or for the benefit of anyone other than County, in each case, without County's prior written consent; and

(iii) not knowingly, directly or indirectly, disclose Personal Information to any person other than its Authorized Employees, without express written consent from County unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Contractor shall use best efforts to notify County before such disclosure or as soon thereafter as reasonably possible.

d) Contractor agrees that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and, state privacy and data protection laws, as well as all other applicable regulations and directives. County will provide written notice to Contractor of all applicable County regulations and directives. Any substantive changes to such applicable County regulations and directives will be implemented as a change consistent with Paragraph P of the General Terms and Conditions if Contractor's continued compliance with such regulation or directive, as changed, results in additional costs to the Contractor or the change otherwise impacts the Services.

24. **Contractor Personnel – Uniform/Badges/Identification**: All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be wor**n** at all times while working on County property. The assigned County Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

25. **License**: All software, including updates, upgrades or enhancements to software currently licensed by Contractor to the County, provided under this Contract shall be subject to the perpetual, non-exclusive license agreements related to the software, including but not limited to the Proprietary Software License attached as Attachment E to Contract No. MA-003-11012413.

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

27. **Limitation of Liability**: In no event shall Contractor's liability for any and all claims, losses or damages arising under or related to this Agreement (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim, including but not limited to

negligence), exceed the amount that the County paid Contractor under the Statement of Work.

In no event will Contractor or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided under this Contract be liable for any damages caused by the failure of County or its affiliates or suppliers to perform their responsibilities or any lost profits, loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if Contractor has been advised of the possibility of such damages.

The foregoing limitations do not apply to claims for personal injury or property damage to County property arising from Contractor's negligence or willful misconduct nor do they apply to Contractor's indemnification obligations under paragraphs "H," "O,"and "Z." The limitation of liability set forth in this paragraph 27 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Contract. The parties agree that the foregoing limitations shall not limit or expand the County's right to any insurance recovery available under the policies required in this Contract. The parties agree that this paragraph 27 shall survive early termination or expiration of this Contract.

28. **Data Location:** Except where Contractor obtains the County's prior written approval, the physical location of Contractor's data center where County Data is stored shall be within the Continental United States.

29. **Compliance with County Information Technology Policies And Procedures:**

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available in advance to Contractor that reasonably pertain to Contractor in connection with Contractor's performance under this Contract. Any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract pursuant to the Termination section, which addresses notice and cure.

Any changes to County's IT policies and procedures that occur during the term of this Contract must be provided to Contractor in advance of the effective date of said change. If such changes impact the Contract schedule, pricing, services, or resources, Contractor's obligation to comply with any such changes are subject to a change order to address the impact on the schedule, pricing, services, or resources, as applicable.

In addition to the foregoing, Contractor shall comply with the following:

a. **Security and Policies** – Contractor's performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall use industry standard practices and methods with regard to the prevention, detection,

and elimination of fraud, abuse, and other inappropriate or unauthorized access to County systems by Contractor and its associated respresentatives and in the performance of Contractor's services in this Contract.

b. **Information Access –** The County may require all Contractor personnel performing services under this Contract to execute a reasonable confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide its personnel with only such level of access to County systems as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and Software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

c. **Enhanced Security Procedures –** The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall indicate in the SOW to this Contractany such designation. The SOW shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements by which Contractor must abide, as well as the date on which such procedures and measures shall take effect..

d. **Security Audits –**Each Contract year, County may perform or have performed security reviews and testing of the County's IT infrastructure. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal and state requirements.

SIGNATURES

The PARTIES hereto have executed this Contract on the dates shown opposite their respective signatures below.

Contractor*: CGI TECHNOLOGIES AND SOLUTIONS INC.

CINTIA RUNHA	VICE PRESIDENT
Print Name	Title
[signature]	12-02-2019
Signature	Date
Dominic Boucher	Vice President, Controller
Print Name	Title
[signature]	12/4/2019
Signature	Date

*** Unless otherwise demonstrated that the person(s) executing this Contract on behalf of Contractor has the requisite authority to legally obligate and bind Contractor, if the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.**

****

COUNTY OF ORANGE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA:

Print Name	Title
Signature	Date

Approved by Board of Supervisors on: Date _____

County of Orange, Office of the County Counsel

APPROVED AS TO FORM:

[signature] Date Dec. 5, 2019

Deputy County Counsel

Attachment A – Statement of Work

I. PROFESSIONAL SERVICES

Contractor shall deliver the Advantage Performance Budgeting (PB) Upgrade services, hereinafter "Advantage PB Upgrade" project, as described herein, to upgrade the County's current Performance Budgeting system (CGI Advantage PB 3.10) to the latest version of the Performance Budgeting software, Advantage 4 - Performance Budgeting (Advantage 4 – PB), offered by the Contractor.

Contractor shall use sound project management principles based on prior experience in upgrade implementation projects for the Advantage PB Upgrade project.

The Advantage PB Upgrade project will be comprised of the Planning and Management, Envision, Create, and Achieve phases, taking into account the internal and external elements. This integrated approach provides an invaluable tool to track overall progress against the agreed upon milestones, identify risk areas, and proactively take the appropriate steps to mitigate those risks.

Contractor's upgrade implementation methodology shall be supported by an inventory of Contractor-specific tools, assets, utilities, templates, checklists, and deliverables. Contractor-specific work product samples shall be used as a starting point for the work products the Contractor will complete under this Contract.

II. ADVANTAGE PB UPGRADE IMPLEMENTATION PHASES

The following is a list of major tasks and activities to be completed for the Advantage PB Upgrade project at the County:

1.1 PLANNING AND MANAGEMENT

- 1.1.1 Project Planning
- 1.1.2 Project Management

1.2 ENVISION

- 1.2.1 Project Team Training
- 1.2.2 Business Process Analysis
- 1.2.3 Application Configuration Strategy
- 1.2.4 User Roles Configuration Strategy

1.3 CREATE PHASE

- 1.3.1 Environments Setup
  - 1.3.1.1 Development (DEV) Environment
  - 1.3.1.2 Integrated System Test (IST) Environment

- 1.3.1.3 User Acceptance Test (UAT) Environment
- 1.3.2 Configuration and Testing
  - 1.3.2.1 Application Configuration and Testing
  - 1.3.2.2 Extensibility Configuration and Testing
  - 1.3.2.3 Budget Forms Configuration and Testing
  - 1.3.2.4 SBFS Configuration and Testing
- 1.3.3 Data Conversion
  - 1.3.3.1 Database Conversions
  - 1.3.3.2 Extensibility Conversions
- 1.3.4 Extensibility Enhancements
- 1.3.5 System Interfaces
- 1.3.6 Reports/Data Warehouse Updates
- 1.3.7 User Roles Setup and Testing
- 1.3.8 Security and Workflow Setup and Testing
- 1.3.9 Testing
  - 1.3.9.1 Integrated System Test
  - 1.3.9.2 User Acceptance Test
  - 1.3.9.3 Performance Test
- 1.3.10 Training
  - 1.3.10.1 Training Plan
  - 1.3.10.2 Training Materials
  - 1.3.10.4 End-User Training
- 1.3.11 Transition Management
- 1.3.12 Policy & Procedures

1.4 ACHIEVE PHASE

- 1.4.1 Production Environment;
- 1.4.2 Production Cutover
  - 1.4.2.1 Production Cutover Plan
  - 1.4.2.2 Production Cutover
- 1.4.3 Post-Implementation Support

The major tasks listed above include deliverables for both Contractor and the County to be delivered throughout the course of the project.

1.1 PLANNING AND MANAGEMENT

Contractor and County shall conduct project planning and management activities and complete the deliverables to establish an approach for communicating the project status to County management and provide management oversight to the project team.

County and Contractor's tasks to be completed for the Planning and Management of the Advantage PB Upgrade project are organized as follows:

1.1.1 Project Planning;

1.1.2 Project Management.

1.1.1 Project Planning

The project planning activities include the creation and maintenance of the project Work Plan and the project governance structure for successfully planning and managing the project activities.

a. Project Plan:

Contractor shall develop a detailed work plan for the Advantage PB Upgrade project. The work plan shall identify the major project activities, schedule, dependencies, and responsibilities for the completion of the project tasks and activities.

b. Project Control Document

Contractor shall develop the Project Control Document (PCD) defining clear plans for allocating resources, define deliverables, and provide a comprehensive view of all components that will be critical for the successful implementation of the project. The PCD will define how the Contractors project management standards will be applied to the Envision, Create, and Achieve Phases for the Advantage PB Upgrade project.

Specifically, the PCD shall define the project management strategies for the following areas:

- ***Project Governance***
  - Project Governance and Structure
  - Communication Strategy
- ***Scope Management***
  - Deliverables Management
  - Change Control Process Management
- ***Issue and Risk Management***
  - Issue Management (including issue escalation processes)
  - Project Risk Management
- ***Quality***
  - Quality Management

- Work Product Reviews
- Incident and Defect Management

1.1.2 Project Management

Contractor shall provide project management and oversight to Contractor staff on the project in accordance with the tasks identified herein and in Section III (Project Assumptions) below. Contractor shall assign a Project Manager to conduct the project management activities for this project. Similarly, County shall assign a Project Manager to work with the Contractor assigned Project Manager. The ongoing project management services to be provided by Contractor shall encompass:

- Assigning and coordinating Contractor team resources and deliverables;
- Reporting on Contractor resources and deliverables, including the development of a minimum of monthly status reports (one per month);
- Identifying, tracking, and helping to resolve project issues;
- Providing guidance to the Contractor team in completing tasks/deliverables;
- Coordinating project deliverables among all Contractor resources.

a. Status Reports

Contractor shall submit a minimum of a monthly status report (one per month) to the County that includes:

- Project status against the project schedule;
- Status of deliverables;
- Project issues and risks;
- Update to the work plan (as necessary);
- Other significant issues that impact project stakeholders (e.g., departments)

It is expected that the County and Contractor Project Managers and designated team leads will have at least semi-monthly project meetings (two times per month), more frequently as determined by the project management team, and bring staff, as necessary, to present and discuss project progress, issues, and risks.

The Contractor and County shall jointly develop a monthly status report for briefing the CAPS Steering Committee. Contractor's Project Manager will attend Steering Committee meetings and provide a briefing on project matters to the County. Contractor shall assist County staff in the presentation of other briefings that may be requested by the County in order to inform the Board of Supervisors, departments or other committees on project status and issues for their consideration.

b. Kick-Off Meeting

Contractor shall develop the project kick-off meeting materials which will outline project objectives, tasks, responsibilities, and the overall project timeline, and conduct one (1) project

kick-off meeting for project team members. County shall assist in developing a kick-off presentation and scheduling the project kick-off meeting.

c. Deliverable Acceptance Criteria

Contractor and the County will complete and submit deliverables for review and approval according to the updated Work Plan (Appendix S2 – Proposed Project Plan). All deliverables will be submitted to County. The County will review and provide feedback on all Contractor deliverables in a timely manner (within five (5) business days) so as not to affect the project schedule. County agrees to notify Contractor in writing at the end of the acceptance period either stating the deliverable is accepted in the form delivered by Contractor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the deliverable. If Contractor does not receive any such deficiency notice from County by the end of the acceptance period, the deliverable will be deemed to be accepted. If resolution cannot be made within the five (5) business days, the County Project Manager will escalate the issue to the appropriate level (e.g., Project Management Team).

Contractor will provide a sign-off sheet for each deliverable upon completion. The sign-off sheet will acknowledge the County's formal acceptance and approval of the deliverable. Once a month, Contractor will provide a deliverable transmittal letter for each Contractor deliverable submitted to the County. The transmittal will include a description of the deliverable, the date of completion and the deliverable document (if applicable). The County Project Manager will sign all Contractor deliverable transmittals prior to the Contractor invoicing the County for completed deliverables.

A detailed description of the deliverables to be produced by Contractor is included in Appendix S1 – Deliverables Definition.

1.1.3 Planning and Management Deliverables

Below is a listing of all County and Contractor deliverables and interim work products for Planning and Management.

Contractor Deliverables:

Number	Name
1.1.1.3	Advantage PB Upgrade Project Plan
1.1.2.3	Project Control Document
1.1.3.3	Project Kick-Off Meeting
1.1.4.3	Advantage PB Upgrade Monthly Status Reports

County Deliverables:

Number	Name
	None

1.2 ENVISION PHASE

The Envision Phase includes the functional and technical training to the County's project team for successfully participating on the Advantage PB Upgrade project, an analysis of the County's current business processes for Performance Budgeting, and the strategy development for the configuration of the Application and User-Roles in Advantage 4 – Performance Budgeting system.

County and Contractor's tasks to be completed during the Envision phase are organized as follows:

1.2.1 Project Team Training;

1.2.2 Technical Configuration Strategy;

1.2.3 Business Process Analysis;

1.2.4 Application Configuration Strategy;

1.2.5 User Roles Configuration Strategy.

1.2.1 Project Team Training

Contractor shall conduct training for the County's project team to become familiar with the business (functional) and operational (technical) components of Advantage 4 – Performance Budgeting.

a. Project Team Training – Functional Staff

Contractor shall conduct this training for the County's functional staff assigned to the project in a Contractor Hosted Environment. Contractor shall conduct one delivery of the configuration training class for up to fifteen (15) County functional team members on the Advantage 4 - PB configurations. Contractor will work with the County to develop and customize the functional training specific to the County. Contractor will provide County a list of the features and functionalities that have been added to Advantage 4 - PB since the implementation of the County's current Performance Budgeting system. Contractor shall use the standard Advantage Learning and Methodology for this training.

b. Project Team Training - Technical Staff

Contractor shall conduct this training for the County's technical staff assigned to the project. This training will acquaint the County's technical staff with the technical concepts of supporting Advantage 4 - PB for the Advantage PB Upgrade project. Contractor shall use the standard Advantage Learning and Methodology for this training.

Since the County is an existing client, the training plan may be modified to accommodate the operational requirements of the County to align the County's technical requirements to Advantage 4 - PB. The customized training curriculum will contain learnings on utilization of RedHat JBoss, Redis, and HighSoft HighCharts. Training will also include utilization of baseline extensibility for Advantage 4 - Performance Budgeting.

c. Knowledge Transfer

Contractor shall provide "knowledge transfer" to County staff by working side-by-side with

the County.

As part of the training and knowledge transfer strategy developed during the Envision phase, Contractor will assist the County with critical elements of the Advantage PB Upgrade implementation and serve in a consulting capacity for project tasks, such as:

- Assisting with table configuration;
- Executing User Acceptance Tests; and
- Providing system expertise during interface development.

County shall apply the updates and/or prepare an addendum to the baseline Advantage 4 – PB users and system documentation to reflect any modifications completed during the Advantage PB Upgrade. Contractor shall support the County to prepare the following documentation:

- Advantage User Documentation – updated version of the Advantage 4 – PB application documentation. These updates shall be loaded to the online application such that field level and page level help and effort handling may reflect Advantage PB Upgrade modifications.

- Advantage Systems Documentation – updated version of the Advantage 4 – PB application documentation. These updates shall include considerations for the County to update its operations documentation (e.g., potential impacts to the County's run books, call-back lists, job dependencies, etc.).

In addition to formal instructor led Product training, Contractor will provide on the job knowledge transfer that will include methodologies, available toolkits, and instructions, as well as procedures for securing, applying and testing patches and sub-releases.

1.2.2 Technical Configuration Strategy

Contractor shall work with the County to document the technical setup for the implementation of the Advantage 4 - PB Upgrade. This strategy will include:

- Advantage Performance Budgeting and associated 3rd Party software;
- Technical specifications for hardware sizing and configuration.

1.2.3 Business Process Analysis

Contractor shall analyze the County's processes in their current Performance Budgeting system, including, Budget Formulation and Salary and Budget Forecasting System (SBFS). The objective of this analysis is to identify options for revising and/or updating system configurations to leverage the functional and technical enhancements available in Advantage 4 – PB to improve the User Experience and system operations.

If available, the County shall provide the documentation or guidance for the current business

processes to the Contractor. The Contractor shall work with the County to identify and recommend potential business process changes to leverage the new capabilities available in Advantage 4 - PB. The County shall review and implement the the recommendations, as appropriate, based on the businress requirements of the County.

1.2.4 Application Configuration Strategy

Contractor shall analyze the Chart of Accounts and Extensibility configurations within the County's current Performance Budgeting system and develop the strategy for configuring the Advantage 4 - PB application to support the County's business requirements.

The County shall apply the application configurations finalized during the Envision Phase. These configurations provide the foundation that will support the converted data that will be loaded to support the Advantage PB Upgrade. Contactor shall assist the County team in applying the application configurations and in resolving issues identified by the County during the application configuration change process. The configuration of Advantage 4 - PB will be based on the usage of the current Performance Budgeting functions. The configuration strategy document will include the Advantage 4 applications, 3rd party software, and hardware required for the Advantage PB Upgrade at the County.

1.2.5 User-Roles Configuration Strategy

Contractor shall work with the County to conduct an analysis of the user roles established in the County's current Performance Budgeting system and develop the strategy for transitioning those user roles to Advantage 4 - PB for enhancing the User Experience and user productivity.

The County shall apply the User-Roles configurations finalized during the Envision Phase. These configurations provide the foundation for the user functions and resposibilities for the usage of the system upon completion of the Advantage PB Upgrade project. Contractor shall assist the County team in applying the User-Role configurations and in resolving issues identified by the County during the process. The configuration of the user roles in Advantage 4 - PB will be based on the user responsibilities in the County's current Performance Budgeting system and the capabilities available in Advantage 4 PB.

1.2.5 Envision Phase Deliverables

Below is a listing of all County and Contractor deliverables and interim work products for the Envision Phase:

Contractor Deliverables:

Number	Name
1.2.1.2	Project Team Training - Functional Staff
1.2.1.4	Project Team Training - Technical Staff
1.2.1.6	Knowledge Transfer Support Documentation

Number	Name
1.2.2.3	Technical Configuration Strategy
1.2.4.3	Application Configuration Strategy
1.2.4.5	User Roles Configuration Strategy

County Deliverables:

Number	Name
	None

1.3 CREATE PHASE

The Create phase encompasses activities related to Advantage PB Upgrade project, including the technical environments setup, software configuration and testing, training and preparations for Advantage 4 - PB Upgrade implementation. County and Contractor's tasks to be completed during the Create phase will be organized as follows:

1.3.1 Technical Environments Setup;

1.3.2 Application Configuration;

1.3.3 Extensibility Configuration;

1.3.4 Data Conversion;

1.3.5 System Interfaces;

1.3.6 Reports and Data Warehouse;

1.3.7 User Roles Configuration;

1.3.8 Security & Workflow Configuration;

1.3.9 Testing;

1.3.10 Training;

1.3.11 Transition Management; and

1.3.12 Policy & Procedures.

1.3.1 Technical Environments Setup

County and Contractor will setup the technical environments for the Advantage 4 - PB Upgrade project. The setup of the technical environments includes the configuration of the hardware and system software, installation of the Advantage 4 - PB and associated 3rd party software as specified, the configuration of the Advantage 4 – PB software, and conducting the software installation tests. Contractor will support a maximum of three (3) non-production environments. Third-party applications necessary for the Advantage PB Upgrade will be identified in the CAPS+ FS, HR &

BRASS/Performance Budgeting (PB) Annual Maintenance and Support Agreement.

County will procure, setup and configure all hardware required for Advantage 4 - PB Upgrade project. County will procure and setup the application, database, and reporting servers.

Contractor shall install, configure and test Advantage 4 PB and 3rd party software in the non-production technical environments one time. The County will be responsible for installation of all 3rd party software on the developer machines. Any additional installation requested due to a change in the technical platform (i.e. operating system, database or containerization software)will require a Change Order and may incur additional costs to the County.

County shall setup and test all applications and system control reference tables. Contractor shall assist County staff as they execute tests to confirm table setups.

Contractor will assist the County with the analysis, install, and testing of all software patches in the non-production and production environments prior to go-live. County, with the assistance of Contractor, is responsible for manually managing software configuration activities prior to go-live. County is responsible for configuration management activities post go-live. County is responsible for the installation of Advantage 4 - PB and 3rd party software for the production environment. Contractor will provide support for the installation of Advantage 4 – PB and 3rd party software in the production environment.

The County will develop, implement and manage database backup and recovery processes. Contractor will support County in their designing or updating designs to batch processing schedule including interfaces and the County will develop and test the associated batch scripts.

1.3.2 Application Configuration and Testing

The project team will configure the reference tables and Chart of Accounts data elements in Advantage 4 - PB based on the analysis of the current application configurations in the County's current Performance Budgeting system and the application configuration recommendations identified during the Envision Phase.

The application configurations will include the following business areas:

- Chart of Accounts and Reference Tables;
- Online Extensibility;
- Budget Forms;
- Salary and Budget Forecasting System; and
- Queries.

1.3.3 Extensibility Configurations

The project team will configure, replace, or eliminate the extensions in Advantage 4 - PB system based on the analysis of the extensions implemented in the current Performance Budgeting system included in Appendix S3.

Contractor and the County will mutually agree upon freeze dates for applying extensibility enhancements to the Advantage 4 - PB system for the production implementation of the Advantage PB Upgrade. Contractor will maintain and merge the extensibility enhancements with the Advantage 4 - PB application software.

1.3.4 Data Conversion

Contractor shall create the data conversion mappings and transformation rules for use with converting the data from the County's current Performance Budgeting system to the Advantage 4 - PB system. Baseline data conversion scripts will be provided by the Contractor for use with the conversion activity.

County will participate in conversion activities in order to facilitate knowledge transfer from the Contractor. County will update the baseline conversion scripts as needed with any non-baseline items. The County will validate and cleanse data.

1.3.5 System Interfaces

County shall be responsible for analyzing existing interfaces and updating the interfaces, if needed, for the Advantage 4 - PB Upgrade. Contractor will support the County's efforts to analyze existing interfaces and determine the scope, impact, and optimal approach for migration.

County will be responsible for updating the existing system interfaces and migrating the interfaces to Advantage 4 - PB. County will be responsible for the maintenance of the system interfaces.

1.3.6 Reports and Data Warehouse

County will perform an analysis of the current Performance Budgeting reports to determine impact of the Advantage PB Upgrade to the current reports. This will establish the framework for the updates to the Reporting and Data Warehouse Solution. County will be responsible for Reports and Data Warehouse analysis and update strategy.

The County will be responsible for performing all reporting and data warehouse related activities for the Advantage PB Upgrade.

1.3.7 User Roles Configuration

Contractor will assist County for setting up the User Roles, based on the responsibilities of the users in the current Performance Budgeting system and the User Roles Configuration strategy developed during the Envision Phase. County shall be responsible for setting up the responsibilities of the users in Advantage 4 - PB. Contractor will provide support and subject matter expertise (SME) knowledge, as required, to assist County in their efforts to define and assign the User Roles to system users in Advantage 4 – PB during the User Roles configuration activity.

1.3.8 Security & Workflow Configuration

County shall be responsible for evaluating impacts to Security and Workflow for the Advantage PB Upgrade. Contractor will provide support and subject matter expertise (SME) knowledge to the County in their efforts to evaluate the impacts of the Advantage PB Upgrade for the Security and

Workflow Configuration.

1.3.9 Testing

Software testing entails the planning and execution of tests to verify that Advantage 4 - PB system has been configured to support the County's business requirements. Once the upgraded software has been delivered to County and installed on site, several layers of testing shall be performed to determine that the software is configured to support the County's business operations. The testing activities planned for the Advantage PB Upgrade project are described below:

a. Integrated System Test (IST)

Contractor shall develop the IST plan for the Advantage PB Upgrade that will include the entrance and exit criteria. Contractor will develop IST scripts and setup the test data for IST. Contractor will execute the IST scripts, resolve issues identified during the IST, document IST results, and review the results with the County. The County will verify and approve the IST results documented by the Contractor.

b. User Acceptance Test (UAT)

The County, with guidance from Contractor will develop a UAT plan that will include schedules, resources, and test conditions for the UAT. Once the test scripts have been developed, test data is gathered and prepared, the tests will be executed.

County will be responsible for completing the UAT activities, including, UAT planning, developing scripts, loading data, script execution, results verification, and test results documentation. Contractor will provide support for the UAT activities.

c. Performance Test

Contractor shall plan and execute the Performance Test. This test is intended to verify Advantage 4 – PB system readiness for supporting the County's transaction and user volumes. The test plan and scripts shall define the transaction volumes, test scenarios, and the online and batch conditions to be addressed by the Performance Test. The system performance issues will be resolved by working with County database administrators and technical staff to complete the system tuning activities necessary to support the County's planned system performance targets. Contractor shall conduct the Performance Test with a subset of the Advantage 4 – PB transaction types as it is not necessary to include all transaction types in the system for conducting the Performance Test.

1.3.10 Training

The County shall be responsible for creating training materials and conducting the End-User training. County will be responsible for all training logistics, facilities, equipment and scheduling.

a. Training Plan

County will develop the Training Plan outlining the tasks for the training materials development and training execution. The training plan will include:

i. *Planning*

- Training guiding principles;
- Key Impact Areas;
- Timeline for training development and delivery;
- Training needs analysis for each User role;
- Training development estimates; and
- Preliminary trainer/coach and facilities requirements.

ii. *Course Development and Delivery*

- Approach for training delivery and evaluation;
- User support approach;
- Participant registration approach;
- Strategy for incorporating procedures into training;
- High-level requirements for the training database (e.g. development, refresh strategy, etc.);
- High-level requirements for development of custom training materials;
- Documentation standards approach for EUT;
- Testing approach for EUT; and
- Approach for ongoing training maintenance and delivery.

The training plan shall be used to schedule the user training. The End-User training shall occur as close to the production implementation of the Advantage PB Upgrade, as possible.

b. Training Materials

The County will develop training materials to train the County's End Users based on Advantage 4 – PB functionality to be implemented in production operations. County shall be responsible for the loading of data in the training environment for End-User training. County will be responsible for all printing and binding of training materials for users.

c. End-User Training

County will be responsible for all end-user training preparation and delivery.

1.3.11 Transition Management

Transition Management is comprised of tasks related to the County migrating from the current Performance Budgeting system to Advantage 4 - PB. This includes activities such as change management, department and operational readiness.

County will develop a Transition Management Plan that defines how the County will manage, track and support the transition from the current Performance Budgeting system to the upgraded Advantage 4 - PB system, such as, the user support activities. County will be responsible for

executing the Transition Management Plan.

The County will create checklists to assess its readiness for go-live. One checklist shall focus on a review of the County's operational/technical readiness (e.g., printers installed, workstations configured, operations team identified and trained, etc.) and the other shall focus on a review of the County's implementation/end-user readiness (e.g., end-user training and department outreach activities completed). The County will be responsible conducting the assessment and maintaining the checklists.

1.3.12 Policy and Procedures

County shall identify and document all policy and procedure changes resulting from the Advantage PB Upgrade. County will develop a Policy and Procedures Update Plan that outlines the approach for documenting and communicating policy and procedure changes. County shall update the following documentation:

- Budgeting Manual – updated version of the County's existing manual to reflect the changes in budgeting procedures.
- Department Administrative Procedures Manual – develop a manual to provide a basic understanding of the role and responsibilities of users and where applicable the manual should reference Advantage 4 – PB documentation.

County shall define and document a change management process that will be followed post-implementation.

1.3.13 Create Phase Deliverables

Below is a listing of all County and Contractor deliverables and interim work products for the Create Phase:

Contractor Deliverables:

Number	Name
1.3.1.12	Installed Advantage 4 - PB Software for Non-Production Environments (DEV, IST, UAT)
1.3.2.2	Advantage 4 – PB Application Configuration
1.3.2.4	Advantage 4 – PB Online Extensibility Configuration
1.3.2.6	Advantage 4 – PB Budget Forms Configuration
1.3.2.8	Advantage 4 – PB SBFS Configuration
1.3.3.2	Advantage 4 - PB Extensibility Layer Configuration
1.3.4.3	Advantage 4 - PB Data Conversion
1.3.7.2	Advantage 4 – PB User Roles Configuration Support

Number	Name
1.3.8.3	Advantage 4 – PB Security & Workflow Configuration Support
1.3.9.1.2	Integrated System Test Plan and Scripts
1.3.9.1.5	Integrated System Test Execution and Results
1.3.9.2.7	User Acceptance Test Support
1.3.9.3.2	Performance Test Plan and Scripts
1.3.9.3.6	Performance Test Execution and Results

County Deliverables:

Number	Name
1.3.1.3	Hardware Procurement and Setup
1.3.1.4	Initial setup of the application, database, and reporting servers
1.3.1.5	Install and configure CGI Advantage 4 – PB bundled tools on developer machines
1.3.5.3	System Interfaces Update
1.3.6.3	Reports and Data Warehouse Updates
1.3.7.2	Advantage 4 – PB User-Roles Configuration Setup
1.3.8.2	Advantage 4 – PB Security & Workflow Configuration Setup
1.3.9.2.2	User Acceptance Test Plan and Scripts
1.3.9.2.6	User Acceptance Test Execution and Results
1.3.10.2	Training Plan
1.3.10.5	Training Materials
1.3.10.8	End-User Training
1.3.11.4	Transition Management Plan and Execution
1.3.12.3	User Policy and Procedures Updates
1.3.12.4	Operations Procedures Updates
1.3.11.10	Operational Readiness Assessment
1.3.11.11	Implementation Readiness Assessment

1.3 ACHIEVE PHASE

The Achieve phase encompasses those activities related to final production cutover (i.e., installation of the final-tested software into the County's production environment), and the post-implementation support. The tasks to be completed during the Achieve phase are organized as follows:

1.3.1 Production Environment Setup;

1.3.2 Production Cutover Plan;

1.1.3 Production Cutover Support; and

1.1.4 Post-Implementation Support.

Contractor shall support the County team assigned to participate in the cutover activities as identified in the Production Cutover Plan and Script.

1.3.1 Production Environment Setup

County is responsible for establishing the production environment. After testing has been completed, Contractor shall support the County in installing the Advantage 4 - PB and the associated 3rd Party software in the production environment. County shall be responsible for verifying the production environment installation. After the start of the production operations in Advantage 4 - PB, County will be responsible for all software migrations, and for ensuring that software is migrated correctly. The County will be responsible for procuring, installing, testing, and configuring the automated job scheduler for Advantage 4 - PB batch cycle operations.

1.3.2 Production Cutover Plan

Contractor and County shall develop the Production Cutover Plan, which details the specific tasks and activities from the beginning of implemenation through go-live, including the steps needed to migrate the software to the production environment. This script shall define the Contractor and County roles/responsibilities and sequence/timing of tasks (e.g., software migration, online table updates, and batch processing) that are necessary to deploy Advantage 4 - PB in production operations.

1.3.3 Production Cutover and Acceptance

County shall execute the production cutover scripts per the production cutover plan with support from the Contractor. County shall migrate the software to production environment, execute the database upgrade scripts, verify the database upgrade results, review the online tables setup, and backup the production data prior to the cutover. Contractor shall support the County for the production cutover in accordance with the Production Cutover plan developed with assistance from the County. County will accept the Advantage 4 Performance Budgeting System as ready for production at completion of the Cutover Plan. The County's acceptance of the system will delineate the end of responsibilities and tasks of the contractor during the implementation of the Upgrade of PB 3.10 to Adv4 PB.

1.3.4 Post-Implementation Support

Contractor shall provide post-implementation support services upon the Advantage PB Upgrade go-live date for a period of two (2) months beginning February 1, 2021 and ending March 31, 2021. During this post-implementation support period, Contractor shall provide services in the following areas:

a. Production Operations Monitoring

Contractor shall work with County staff to monitor processing of the Advantage 4 – PB system in production operations. This task entails the review of system assurance reports, completion of software updates, and system and database tuning assistance.

b. Production Incidents Resolution

Contractor shall work with the County to resolve incidents reported by its end-user community and operations staff. Contractor staff will coordinate incident resolution activities with its corporate Product Support staff located in Fairfax, VA, as needed.

1.3.5 Achieve Phase Deliverables

Below is a listing of all County and Contractor deliverables and interim work products for the Achieve Phase.

Contractor Deliverables:

Number	Name
1.4.1.5	Production Environment Setup Support
1.4.2.2	Production Cutover Plan
1.4.2.5	Production Acceptance
1.4.3.2	Post-Implementation Support, Month 1
1.4.3.3	Post-Implementation Support, Month 2

County Deliverables:

Number	Name
1.4.1.4	Install Advantage 4 - PB Software in Production Environment
1.4.2.4	Production Environment Cutover

III. PROJECT ASSUMPTIONS

The following are the project planning assumptions organized by the project activities described in Section II – Advantage PB Upgrade Implementation Phases:

1.1 Planning and Management

a. County and Contractor will follow a closely coordinated and collaborative approach to project management for the Advantage PB Upgrade project as defined in the Project Control Document.
b. County will appoint a dedicated Project Manager to work with Contractor Project Manager in managing the project.
c. County will appoint a team of dedicated key personnel as Team Leads. These leads and their respective support staffs will be responsible for completing the County's tasks on the Advantage PB Upgrade project as outlined in the work plan provided in Appendix S2 – Proposed Project Plan, as updated from time to time.
d. County will supply the project infrastructure necessary to support the co-location of the County and Contractor teams and completion of Advantage PB Upgrade project tasks. Specifically, County will supply workstations with monitors, network access, VPN remote access, conference room space and building badge access for up to 6 Contractor team members. Contractor will provide written acceptance of project infrastructure once provided.
e. County staff will have the lead responsibility for all communications to County departments and third-party vendors related to the Advantage PB Upgrade, including, but not limited to: informational briefings, executive briefings, identification and coordination with departmental liaisons, etc.
f. County and Contractor Project Managers will jointly maintain the Advantage PB Upgrade Work Plan and provide status reporting on project progress to the CAPS+ Steering Committee.
g. The project work plan will be evaluated and updated as circumstances change throughout the project.
h. County will provide staff to support the clerical and administrative tasks for the Advantage PB Upgrade project, including, but not limited to: meeting scheduling, conference room reservations, copying, meeting minutes, filing paperwork, etc.
i. Budget Book Publishing (PatternStream) implementation services are not included within the proposed Scope of Work.
j. Contractor may perform work off-site as appropriate.

1.2 Envision Phase

a. County will evaluate using the additional functionality available in Advantage 4 - PB during the project.
b. County will participate in the Functional and Technical training per project schedule.
c. If available, County will provide the current business processes (functional and technical) for the current Performance Budgeting implementation
d. County will provide input for the Technical Strategy development.

1.3 Create Phase

a. County will implement Advantage 4 - PB without customizations. Level of effort for any modifications has not been included in the scope of work.
b. Contractor will configure Project Chart of Account and related reference data.
c. County will be responsible for training and roll out Project functionality.
d. County will be responsible for planning and scheduling the end user training, developing the training materials and delivering the end user training per the project schedule.
e. County will be responsible for updating the user and operations documentation, and conducting the implementation and operational readiness assessments.
f. County shall be responsible for providing all hardware and infrastructure required for the Advantage PB Upgrade project.
g. All hardware must be on-site and configured within 45 days from project start date in order to achieve a August 10, 2020 go live.
h. All Contractor services will be strictly limited to support of the County's Advantage PB Upgrade implementation activities, and will not include, for example, business process reengineering or maintenance services.
i. County will develop and execute UAT test scripts. If Contractor is required to assume ownership for any degree of test case/script execution, then Contractor would need to evaluate an amendment to contract for utilizing additional resources for ownership of test cases.
j. Contractor will use the County's CGI Advantage and third party software and licenses for the non-production environments listed in the CAPS+ FS, HR & BRASS/Performance Budgeting (PB) Annual Maintenance and Support Agreement.
k. County will provide public internet access via Virtual Public Network (VPN) services for Contractor staff.
l. County administration staff assistance will be required to facilitate public internet access to the County environments via VPN services.
m. County will conduct nightly back-ups of all databases, application software and data, and recover system file(s) from back-ups on request.
n. Contractor shall assist County technical staff in configuring/installing the CGI Advantage toolsets on developer workstations in order to facilitate hands-on training.
o. Contractor is responsible for technical training for Advantage 4 - PB and associated 3rd party tools only. Contractor will not provide training or support for County procured hardware and system software.
p. One of the non-production environments (Development, Integrated System Test or User Acceptance Test) will be available and used for conducting the Trainer and End-User training activities.
q. Technical training may be delivered remotely or on-site.
r. Functional Training will be provided via remote delivery.
s. County will provide training facilities and equipment for the Advantage PB Upgrade project related training sessions.
t. County will be responsible for End-User training.
u. County will be responsible for all updates to the Table Configuration Document after the acceptance of the deliverable.
v. County will be responsible for replicating any stored procedures that they currently maintain for their Performance Budgeting system and would be required in Advantage 4 - PB

w. Universes developed by County's 3rd party entities are not updated with new Advantage 4 - PB releases. County will assume this risk and contract separately with third-party entities to modify such universes, as needed.
x. Schedules and reports are the responsibility of the County.
y. Contractor will complete the Advantage PB Upgrade effort using both on-site and off-site resources. Contractor will require that the off-site resources be provided with the privileges to access the current Performance Budgeting and the Advantage 4 - PB applications to complete the upgrade tasks and support the project team during the software testing processes.
z. Defect prioritization and standards for the defect levels may be leveraged from the current maintenance agreement.
aa. Inbound interfaces of salary tables will contain the target salary table for the data.
bb. County will continue to provide/use source files for inbound and outbound interfaces.
cc. Contractor will provide the baseline integration (monthly actuals and amended budget from finance to budget and the final budget from budget to finance) between County's Performance Budgeting and the County's financial system.
dd. County is responsible for developing/updating their policies and procedures.
ee. Policy and procedure documents (desk procedures) developed by the County will provide the basis of updates to the Advantage 4 - PB training materials for the Advantage PB Upgrade project.

1.4 Achieve Phase

a. All identified software construction must be completed, tested, and ready for production use by June 4, 2020.
b. The Advantage PB Upgrade go-live date is August 10, 2020.
c. For purposes of providing post-implementation support, Contractor will provide 1 FTE for two (2) months following the go-live date, as set forth in the Project Plan.

IV. Appendices

Appendix S1 – Deliverables Definition
Appendix S2 – Proposed Project Plan
Appendix S3 – Extensibility Enhancements

Appendix S1 – Deliverables Definition
Contractor Deliverables

Number	Name	Definition
1.1.1.3	Advantage PB Upgrade Project Plan	Develop Detailed Project Plan describing project schedule, milestones, resource assignments and task dependencies.
1.1.2.3	Project Control Document	Develop Project Charter and Roadmap describing objectives, scope, assumptions, and overall timelines for phases and deliverables. Define Project organization describing roles and responsibilities of teams, including entities for project management and oversight. Develop Project Governance document describing the process, tools and standards for: Communication Status reporting Scope management Risk and issue management Project documentation standards
1.1.3.3	Project Kick-off Meeting	Develop Project Kick-off Meeting materials to define Advantage PB Upgrade project scope, schedule, and responsibilities. Conduct One (1) Project Kick-off meeting for County Project Team.
1.1.4.3	Advantage PB Upgrade Monthly Status Reports (December 2019 – July 2020)	Develop Monthly Project Status Reports comprised of a compilation of bi-weekly status reports for the month with an executive summary describing: Deliverables completed Risks and issues Key accomplishments Goals for Next Period Updated project plan, as needed Updated matrix of work products/deliverables and their progress A minimum of Bi-Weekly Project Status Reports include: Tasks, work products, and deliverables completed Tasks, work products, and deliverables in progress

Number	Name	Definition
		Tasks, work products, and deliverables scheduled but not completed Issue log
1.2.1.2	Project Team Training – Functional Staff	Deliver Advantage 4 – PB product training for Functional staff for up to fifteen (15) members. Conduct one (1) Advantage 4 - PB baseline functionality training for Functional staff.
1.2.1.4	Project Team Training - Technical Staff	Delivery Advantage 4 – PB product training for Technical staff for up to (15) members. Conduct one (1) Advantage 4 - Performance Budgeting technical training for Technical staff. Training will include technical components of Advantage 4 – PB and associated 3rd Party software.
1.2.1.6	Knowledge Transfer Support Documentation	Provide knowledge transfer to the County for updating the following documentation: Advantage User Documentation Advantage Systems Documentation
1.2.2.3	Technical Configuration Strategy	Document the required technical setup for the production implementation of the Advantage PB Upgrade: Advantage 4 – PB software and associated 3rd Party software. Hardware sizing and configuration (Technical Specifications)
1.2.4.3	Application Configuration Strategy	Develop Application configuration strategy for Reference Tables, Chart of Accounts and Extensibility in Advantage 4 – PB.
1.2.4.5	User Roles Configuration Strategy	Develop User Roles configuration strategy for users setup in Advantage 4 – PB.
1.3.1.12	Installed Advantage 4 - PB Software for Non-Production Environments (Test)	Complete the following activities for the installation of Advantage 4 – PB software in non-production envieonments: Install baseline Advantage 4 – PB and associated 3rd party software for three environments: Development, IST and UAT. Conduct software installation tests. Provide access for County staff to verify the installation of Advantage 4 – PB

Number	Name	Definition
		software.
1.3.2.2	Advantage 4 – PB Application Configuration	Configure Advantage 4 – PB appplication to support County's business requirements. The configuration scope will include Reference Tables and Chart of Accounts.
1.3.2.4	Advantage 4 – PB Online Extensibility Configuration	Configure Advantage 4 – PB in application extensibility to support County's business requirements.
1.3.2.6	Advantage 4 – PB Budget Forms Configuration	Configure Advantage 4 – PB Budget Forms to support Coiunty's business requirements.
1.3.2.8	Advantage 4 - PB – SBFS Configuration	Configure Advantage 4 – PB application to support the SBFS business requirements.
1.3.3.2	Advantage 4 – PB Extensibility Layer Configurations	Configure Advantage 4 – PB Extensibility Layer to merge current Performamce Budgeting Extensions in Advantage 4 – PB.
1.3.4.3	Advantage 4 – PB Data Conversion	Provide baseline data conversion scripts. Support development and execution of: Data conversion data mappings and transformation rules. Update of baseline conversion scripts as needed. Software functional knowledge provided to County team to validate and cleanse data.
1.3.7.3	Advantage 4 – PB User Roles Configuration Support	Support County in the setup and configuration of user roles in Advantage 4 – PB: Establish user roles in Advantage 4 – PB. Migrate the user roles setup in the current Performance Budgeting application to Advantage 4 – PB user roles setup.
1.3.8.3	Advantage 4 – PB Security and Workflow Configuration Support	Support County in the setup and configuration of Security & Workflow in Advantage 4 – PB: Evaluate upgrade implications for Security/Workflow configuration Perform Security & Workflow integration from current Performance Budgeting to Advantage 4 - PB.
1.3.9.1.2	Integrated System Test Plan and Scripts	Develop Integrated System Test Plan to define the activities, schedule, and

Number	Name	Definition
		dependencies for conducting the tests. Develop Integrated System Test scripts to test the County's business scenarios in Advantage 4 – PB.
1.3.9.1.5	Integrated System Test Execution and Results	Setup data and execute test scripts for the Integrated System Test. Document the results and a summary of the Integrated System Test execution.
1.3.9.2.7	User Acceptance Test Support	Support County in the planning and execution of User Acceptance Test as stated in the Project Plan to include: Review and respond to reported User Acceptance Test Issues Resolve reported User Acceptance Test Issues
1.3.9.3.2	Performance Test Plan and Scripts	Develop Performance Test Plan to define the activities, schedule, and dependencies for conducting the tests. Develop Performance Test scripts to test the County's business scenarios in Advantage 4 – PB.
1.3.9.3.6	Performance Test Execution and Results	Setup data and execute Performance Test scripts. Document the results and a summary of the Performance Test execution.
1.4.1.5	Production Environment Setup Support	Support County in the setup of the production environment for Advantage 4 – PB: Advantage 4 – PB and associated 3rd Party software installation Installation tests
1.4.2.2	Production Cutover Plan	Develop plan for the production cutover to Advantage 4 - PB.
1.4.2.5	Production Acceptance	Support County in the production cutover activities, including: One (1) Production Cutover Rehearsal Technical Support during production cutover Meeting to hand-off operations to County staff
1.4.3.2	Post Implementation Support, Month 1	Provide post-implementation support services for Advantage 4 – PB production

Number	Name	Definition
		operations. CGI will provide 1 FTE support for the following: Production operations monitoring Production issue resolution Knowledge Transfer for operations support
1.4.3.3	Post Implementation Support, Month 2	Provide post-implementation support services for Advantage 4 – PB production operations. CGI will provide 1 FTE support for the following: Production operations monitoring Production issue resolution Knowledge Transfer for operations support

Appendix S2 – Proposed Project Plan

WBS	Task Name	Start	Finish	Responsibility	Duration
0	**ORANGE COUNTY: ADVANTAGE 4 - PERFORMANCE BUDGETING UPGRADE**	**Mon 12/16/19**	**Wed 3/31/21**		**338 days**
1	**ADVANTAGE PB UPGRADE PROJECT**	**Mon 12/16/19**	**Wed 3/31/21**		**338 days**
1.1	**PROJECT PLANNING AND MANAGEMENT**	**Mon 12/16/19**	**Tue 8/11/20**		**172 days**
1.1.1	**Project Work Plan**	**Mon 12/16/19**	**Fri 1/10/20**		**20 days**
1.1.1.1	Develop Project Work Plan	Mon 12/16/19	Fri 1/3/20	CGI	15 days
1.1.1.2	Review, Update and Finalize Project Work Plan	Mon 1/6/20	Fri 1/10/20	CGI, County	5 days
1.1.1.3	***CGI Deliverable: Advantage PB Upgrade Project Plan***	*Fri 1/10/20*	*Fri 1/10/20*	*CGI*	*0 days*
1.1.2	**Project Control Document**	**Mon 12/16/19**	**Fri 1/17/20**		**25 days**
1.1.2.1	Develop Project Control Document	Mon 12/16/19	Fri 1/10/20	CGI	20 days
1.1.2.2	Review, Update and Finalize Project Control Document	Mon 1/13/20	Fri 1/17/20	CGI, County	5 days
1.1.2.3	***CGI Deliverable: Project Control Document***	*Fri 1/17/20*	*Fri 1/17/20*	*CGI*	*0 days*
1.1.3	**Project Kick-Off Meeting**	**Mon 12/16/19**	**Tue 1/14/20**		**22 days**
1.1.3.1	Develop Project Kick-Off Meeting Materials	Mon 12/16/19	Fri 12/27/19	CGI	10 days
1.1.3.2	Conduct Project Kick-Off Meeting	Mon 12/30/19	Mon 1/13/20	CGI	11 days
1.1.3.3	***CGI Deliverable: Project Kick-Off Meeting***	Tue 1/14/20	Tue 1/14/20	CGI	1 day
1.1.4	**Project Management**	**Mon 12/16/19**	**Tue 8/11/20**		**172 days**
1.1.4.1	Ongoing Project Management	Mon 12/16/19	Tue 8/11/20	CGI, County	172 days
1.1.4.2	Ongoing Quality Assurance, Risk Management and Issue Management	Mon 12/16/19	Tue 8/11/20	CGI, County	172 days
1.1.4.3	***CGI Deliverable: Advantage PB Upgrade Monthly Status Reports, Month***	**Mon 12/16/19**	**Tue 7/7/20**	**CGI**	**147 days**
1.2	**ENVISION PHASE**	**Mon 12/16/19**	**Mon 7/13/20**		**151 days**
1.2.1	**Project Team Training**	**Mon 12/16/19**	**Mon 7/13/20**		**151 days**
1.2.1.1	Functional Team Training	Wed 1/15/20	Tue 2/11/20	CGI	20 days
1.2.1.2	***CGI Deliverable: Project Team Training - Functional Staff***	Wed 2/12/20	Wed 2/12/20	CGI	1 day
1.2.1.3	Technical Team Training	Wed 1/15/20	Tue 2/11/20	CGI	20 days
1.2.1.4	***CGI Deliverable: Project Team Training - Technical Staff***	Wed 2/12/20	Wed 2/12/20	CGI	1 day
1.2.1.5	Knowledge Transfer Support Documentation	Mon 12/16/19	Fri 7/10/20	CGI	150 days
1.2.1.6	***CGI Deliverable: Knowledge Transfer Support Documentation***	Mon 7/13/20	Mon 7/13/20		1 day
1.2.2	**Technical Configuration Strategy**	**Wed 1/15/20**	**Wed 2/12/20**		**21 days**
1.2.2.1	Analyze Technical Impacts for Advantage 4 - PB	Wed 1/15/20	Tue 1/28/20	CGI, County	10 days
1.2.2.2	Develop Technical Configuration Strategy	Wed 1/29/20	Tue 2/11/20	CGI	10 days
1.2.2.3	***CGI Deliverable: Technical Configuration Strategy***	Wed 2/12/20	Wed 2/12/20	CGI	1 day
1.2.3	**Business Process Analysis**	**Wed 1/15/20**	**Mon 2/17/20**		**24 days**
1.2.3.1	Review Current System Processes for PB Budget Forms	Wed 1/15/20	Tue 2/11/20	CGI, County	20 days
1.2.3.2	Review Current System Processes for SBFS	Tue 1/21/20	Mon 2/17/20	CGI, County	20 days
1.2.4	**Application Configuration Strategy**	**Wed 1/15/20**	**Mon 3/2/20**		**34 days**
1.2.4.1	Develop Strategy for COA Configuration in Advantage 4 - PB	Tue 1/21/20	Mon 2/10/20	CGI	15 days
1.2.4.2	Develop Strategy for Extensibility Configuration in Advantage 4 - PB	Wed 1/15/20	Tue 2/18/20	CGI	25 days
1.2.4.3	***CGI Deliverable: Application Configuration Strategy***	Wed 2/19/20	Wed 2/19/20	*CGI*	1 day
1.2.4.4	Develop Strategy for User Roles Configuration in Advantage 4 - PB	Tue 1/21/20	Mon 2/24/20	CGI	25 days
1.2.4.5	***CGI Deliverable: User Roles Configuration Strategy***	Tue 2/25/20	Mon 3/2/20	*CGI*	5 days
1.3	**CREATE PHASE**	**Mon 12/16/19**	**Mon 8/17/20**		**176 days**
1.3.1	**Non-Production Environments Setup**	**Mon 12/16/19**	**Fri 4/10/20**		**85 days**
1.3.1.1	Hardware Procurement	Mon 12/16/19	Fri 1/3/20	County	15 days
1.3.1.2	Setup Technical Infrastructure for Advantage 4 PB Environments - DEV, IST, UAT	Mon 1/6/20	Fri 2/7/20	County	25 days
1.3.1.3	Hardware Procurement and Setup	Mon 12/16/19	Fri 2/7/20	County	40 days

WBS	Task Name	Start	Finish	Responsibility	Duration
1.3.1.4	***Initial setup of the application, database, and reporting servers***	Mon 2/10/20	Mon 2/10/20	County	1 day
1.3.1.5	***Install and configure CGI Advantage 4 – PB bundled tools on developer machines***	Tue 2/11/20	Mon 2/24/20	County	10 days
1.3.1.6	***Install Advantage 4 - PB and 3rd Part Software - DEV Environment***	Mon 2/10/20	Fri 2/28/20	CGI	15 days
1.3.1.7	Conduct Software Installation Tests - DEV Environment	Mon 3/2/20	Fri 3/6/20	CGI	5 days
1.3.1.8	Install Advantage 4 - PB and 3rd Part Software - IST Environment	Mon 3/2/20	Fri 3/20/20	CGI	15 days
1.3.1.9	Conduct Software Installation Tests - IST Environment	Mon 3/23/20	Fri 3/27/20	CGI	5 days
1.3.1.10	Install Advantage 4 - PB and 3rd Part Software - UAT Environment	Mon 3/9/20	Fri 3/27/20	CGI	15 days
1.3.1.11	Conduct Software Installation Tests - UAT Environment	Mon 3/30/20	Fri 4/3/20	CGI	5 days
1.3.1.12	***CGI Deliverable: Installed Advantage 4 - PB Software for Non-Production Environments (DEV, IST, UAT)***	Mon 4/6/20	Fri 4/10/20	CGI	5 days
1.3.2	**Application Configuration and Testing**	**Mon 3/2/20**	**Mon 5/4/20**		**46 days**
1.3.2.1	Configure and Test Advantage 4 - PB Application	Mon 3/2/20	Fri 4/3/20	CGI	25 days
1.3.2.2	***CGI Deliverable: Advantage 4 - PB Application Configuration***	Mon 4/6/20	Mon 4/6/20	CGI	1 day
1.3.2.3	Configure and Test Advantage 4 - PB Online Extensibility	Mon 3/2/20	Fri 3/20/20	CGI	15 days
1.3.2.4	***CGI Deliverable: Advantage 4 - PB Online Extensibility Configuration***	Mon 3/23/20	Mon 3/23/20	CGI	1 day
1.3.2.5	Configure and Test Advantage 4 - PB Budget Forms	Mon 3/2/20	Fri 4/17/20	CGI	35 days
1.3.2.6	***CGI Deliverable: Advantage 4 - PB Budget Forms Configuration***	Mon 4/20/20	Mon 4/20/20	CGI	1 day
1.3.2.7	Configure and Test Advantage 4 - PB SBFS	Mon 3/2/20	Fri 5/1/20	CGI	45 days
1.3.2.8	***CGI Deliverable: Advantage 4 - PB SBFS Configuration***	Mon 5/4/20	Mon 5/4/20	CGI	1 day
1.3.3	**Extensibility Layer Configuration**	**Tue 3/17/20**	**Tue 4/7/20**		**16 days**
1.3.3.1	Configure Extensibility Layer in Advantage 4 - PB	Tue 3/17/20	Mon 4/6/20	CGI	15 days
1.3.3.2	***CGI Deliverable: Advantage 4 - PB Extensibility Layer Configuration***	Tue 4/7/20	Tue 4/7/20	CGI	1 day
1.3.4	**Data Conversion**	**Tue 4/7/20**	**Tue 6/2/20**		**41 days**
1.3.4.1	Update Baseline Data Conversion Maps	Tue 4/7/20	Mon 5/4/20	CGI	20 days
1.3.4.2	Execute Data Conversion Scripts and Verify Results	Tue 5/5/20	Mon 6/1/20	CGI	20 days
1.3.4.3	***CGI Deliverable: Advantage 4 - PB Data Conversion***	Tue 6/2/20	Tue 6/2/20	CGI	1 day
1.3.5	**System Interfaces**	**Mon 3/2/20**	**Mon 5/25/20**		**61 days**
1.3.5.1	Analyze Advantage 4 - PB impact on current system interfaces	Mon 3/2/20	Fri 5/1/20	County	45 days
1.3.5.2	Update and Test impacted system interfaces	Mon 5/4/20	Fri 5/22/20	County	15 days
1.3.5.3	***County Deliverable: System Interfaces Update***	Mon 5/25/20	Mon 5/25/20	County	1 day
1.3.6	**Reports and Data Warehouse**	**Mon 3/2/20**	**Mon 6/29/20**		**86 days**
1.3.6.1	Analyze Advantage 4 - PB impact on current Reports and Data Warehouse	Mon 3/2/20	Fri 5/1/20	County	45 days
1.3.6.2	Update and Test impacted Reports and Data Warehouse	Mon 5/4/20	Fri 6/26/20	County	40 days
1.3.6.3	***County Deliverable: PB Reports and Data Warehouse Updates***	Mon 6/29/20	Mon 6/29/20	County	1 day
1.3.7	**User Roles Configuration and Testing**	**Mon 3/2/20**	**Mon 3/23/20**		**16 days**
1.3.7.1	Configure and Test User Roles in Advantage 4 - PB	Mon 3/2/20	Fri 3/20/20	CGI, County	15 days
1.3.7.2	***County Deliverable: Advantage 4 - PB User Roles Configuration Setup***	Mon 3/23/20	Mon 3/23/20	County	1 day
1.3.7.3	***CGI Deliverable: Advantage 4 - PB User Roles Configuration Support***	Mon 3/23/20	Mon 3/23/20	CGI	1 day
1.3.8	**Security & Workflow Configuration and Testing**	**Mon 12/16/19**	**Mon 4/20/20**		**91 days**
1.3.8.1	Configure and Test Security & Workflow Setup	Mon 12/16/19	Fri 4/17/20	CGI, County	90 days
1.3.8.2	***County Deliverable: Advantage 4 - PB Security & Workflow Configuration Setup***	Mon 4/20/20	Mon 4/20/20	County	1 day

WBS	Task Name	Start	Finish	Responsibility	Duration
1.3.8.3	***CGI Deliverable: Advantage 4 - PB Security & Workflow Configuration Setup Support***	Mon 4/20/20	Mon 4/20/20	CGI	1 day
1.3.9	**Testing**	**Mon 3/2/20**	**Mon 6/29/20**		**86 days**
1.3.9.1	**Integrated System Test (IST)**	**Mon 3/2/20**	**Fri 6/26/20**		**85 days**
1.3.9.1.1	Develop IST Plan and Scripts	Mon 3/2/20	Fri 5/1/20	CGI	45 days
1.3.9.1.2	***CGI Deliverable: Integrated Test Plan and Scripts***	Mon 5/4/20	Mon 5/4/20	CGI	1 day
1.3.9.1.3	Execute IST Scripts and Verify Results	Mon 5/4/20	Fri 6/26/20	CGI	40 days
1.3.9.1.4	Document IST Results	Mon 5/4/20	Tue 5/19/20	CGI	12 days
1.3.9.1.5	***CGI Deliverable: Integrated System Test Execution and Results***	Wed 5/20/20	Wed 5/20/20	CGI	1 day
1.3.9.2	**User Acceptance Test (UAT)**	**Mon 3/2/20**	**Fri 6/26/20**		**85 days**
1.3.9.2.1	Develop UAT Plan and Scripts	Mon 3/2/20	Fri 5/1/20	County	45 days
1.3.9.2.2	***County Deliverable: User Acceptance Test Plan and Scripts***	Mon 5/4/20	Mon 5/4/20	County	1 day
1.3.9.2.3	Execute UAT Scripts and Verify Results	Thu 5/21/20	Wed 6/24/20	County	25 days
1.3.9.2.4	Document UAT Results	Thu 6/18/20	Wed 6/24/20	County	5 days
1.3.9.2.5	Support UAT Activities	Thu 5/21/20	Wed 6/24/20	CGI	25 days
1.3.9.2.6	***County Deliverable: User Acceptance Test Execution and Results***	Thu 6/25/20	Thu 6/25/20	County	1 day
1.3.9.2.7	***CGI Deliverable: User Acceptance Test Support***	Fri 6/26/20	Fri 6/26/20	CGI	1 day
1.3.9.3	**Performance Test**	**Mon 5/4/20**	**Mon 6/29/20**		**41 days**
1.3.9.3.1	Develop Performance Plan and Scripts	Mon 5/4/20	Fri 5/22/20	CGI	15 days
1.3.9.3.2	***CGI Deliverable: Performance Test Plan and Scripts***	Mon 5/25/20	Mon 5/25/20	CGI	1 day
1.3.9.3.3	Execute Performance Test Scripts and Verify Results	Tue 5/26/20	Mon 6/15/20	CGI	15 days
1.3.9.3.4	Complete System and Database Tuning	Tue 6/16/20	Mon 6/29/20	CGI, County	10 days
1.3.9.3.5	Document Performance Test Results	Tue 5/26/20	Mon 6/15/20	CGI	15 days
1.3.9.3.6	***CGI Deliverable: Performance Test Execution and Results***	Tue 6/16/20	Tue 6/16/20	CGI	1 day
1.3.10	**Training**	**Mon 3/2/20**	**Tue 8/11/20**		**117 days**
1.3.10.1	Develop Training Plan	Mon 3/2/20	Fri 3/27/20	CGI	20 days
1.3.10.2	***County Deliverable: Training Plan***	Mon 3/30/20	Mon 3/30/20	CGI	1 day
1.3.10.3	Develop Training Materials	Tue 3/31/20	Mon 6/22/20	CGI	60 days
1.3.10.4	***County Deliverable: Training Materials***	Tue 6/23/20	Tue 6/23/20	CGI	1 day
1.3.10.5	Conduct End-User Training	Wed 6/24/20	Tue 8/4/20	CGI	30 days
1.3.10.6	***County Deliverable: End-User Training***	Wed 8/5/20	Tue 8/11/20	County	5 days
1.3.11	**Transition Management**	**Mon 12/16/19**	**Mon 8/17/20**		**176 days**
1.3.11.1	Develop Change Management Plan	Mon 12/16/19	Fri 3/6/20	County	60 days
1.3.11.2	Develop Communication Plan	Mon 12/16/19	Fri 3/6/20	County	60 days
1.3.11.3	Execute Transition Management Activities	Mon 3/9/20	Fri 8/14/20	County	115 days
1.3.11.4	***County Deliverable: Transition Management Plan and Execution***	Mon 8/17/20	Mon 8/17/20	County	1 day
1.3.11.5	Develop Operational Readiness Assessment Checklist	Thu 5/21/20	Wed 7/15/20	CGI	40 days
1.3.11.6	Develop Implementation Readiness Assessment Checklist	Thu 5/21/20	Wed 7/15/20	CGI	40 days
1.3.11.7	Conduct Operational Readiness Assessment	Thu 7/16/20	Wed 7/29/20	County	10 days
1.3.11.8	***County Deliverable: Operational Readiness Assessment***	Thu 7/30/20	Thu 7/30/20	County	1 day
1.3.11.9	***County Deliverable: Implementation Readiness Assessment***	Thu 7/30/20	Thu 7/30/20	County	1 day
1.3.12	**Policy and Procedures**	**Mon 12/16/19**	**Mon 1/13/20**		**21 days**
1.3.12.1	Update Policy and Procedures for Advantage PB Upgrade	Mon 12/16/19	Fri 1/10/20	County	20 days
1.3.12.2	Update Operations Procedures for Advantage PB Upgrade	Mon 12/16/19	Fri 1/10/20	County	20 days
1.3.12.3	***County Deliverable: User Policy and Procedures Updates***	Mon 1/13/20	Mon 1/13/20	County	1 day
1.3.12.4	***County Deliverable: Operations Procedures Updates***	Mon 1/13/20	Mon 1/13/20	County	1 day
1.4	**ACHIEVE PHASE**	**Mon 12/16/19**	**Wed 3/31/21**		**338 days**
1.4.1	**Setup Production Environment**	**Mon 4/13/20**	**Mon 5/25/20**		**31 days**

WBS	Task Name	Start	Finish	Responsibility	Duration
1.4.1.1	Install Advantage 4 - PB Software in Production Environment	Mon 4/13/20	Fri 5/8/20	County	20 days
1.4.1.2	Verify Production Environment Setup	Mon 5/11/20	Fri 5/22/20	County	10 days
1.4.1.3	***County Deliverable: Production Environment Setup***	Mon 5/25/20	Mon 5/25/20	County	1 day
1.4.1.4	***County Deliverable: Install Advantage 4 - PB Software in Production Environment***	Mon 5/25/20	Mon 5/25/20	County	1 day
1.4.1.5	***CGI Deliverable: Production Environment Setup Support***	Mon 5/25/20	Mon 5/25/20	CGI	1 day
1.4.2	**Production Cutover**	**Mon 12/16/19**	**Tue 8/11/20**		**172 days**
1.4.2.1	Develop Production Cutover Plan	Mon 12/16/19	Fri 7/24/20	CGI	160 days
1.4.2.2	***CGI Deliverable: Production Cutover Plan***	Mon 7/27/20	Mon 7/27/20	CGI	1 day
1.4.2.3	Execute Production Cutover Activities	Mon 7/27/20	Mon 8/10/20	County	11 days
1.4.2.4	***County Deliverable: Production Cutover***	Tue 8/11/20	Tue 8/11/20	County	1 day
1.4.2.5	***CGI Deliverable: Production Acceptance***	Tue 8/11/20	Tue 8/11/20	CGI	1 day
1.4.3	**Post-Implementation**	**Mon 2/1/21**	**Wed 3/31/21**		**43 days**
1.4.3.1	Provide Post-Implementation Support	Mon 2/1/21	Wed 3/31/21	CGI, County	43 days
1.4.3.2	***CGI Deliverable: Post-Implementation Support, Month 1***	Mon 3/1/21	Mon 3/1/21	CGI	1 day
1.4.3.3	***CGI Deliverable: Post-Implementation Support, Month 2***	Wed 3/31/21	Wed 3/31/21	CGI	1 day

Appendix S3 - Extensibility Configurations

<table>
<tr><th>Number</th><th>Name</th><th>Description</th></tr>
<tr><td>001</td><td>Home Page Improvements</td><td>The links for “Integration” and “Dashboard” have been removed from the PB home page for all users. This includes the main page and the navigation bar on top. This limits the links on the homepage to just the functionality that will be used in OC.</td></tr>
<tr><td>002</td><td>Environment Labels</td><td>The Individual PB environments now have labels indicating the data source (e.g QA, production)</td></tr>
<tr><td>003</td><td>Ranking Type on Budget Layouts</td><td>The ranking type on budget layouts has been made as read-only. The value has been defaulted to ‘01’. This is so that budget requests are ready for ranking.</td></tr>
<tr><td>004</td><td>Budget Form Name on Budget Requests</td><td>When users navigate to a budget request, the layout name will appear on the top of the request. The layout name also appears on the top of the budget lines tab and position lines tab. This is to inform users of the name of the layout they are currently using.</td></tr>
<tr><td>005</td><td>FTE Defaulted on Budget Request Position Tab</td><td>The FTE field has been removed on budget requests with ‘Position’ tab. It has been defaulted to ‘1’. This is so that users do not edit the FTE field when creating budget requests.</td></tr>
<tr><td>006</td><td>Default Add Commas on Queries</td><td>The Add Commas checkbox has been defaulted to checked when creating new queries. All queries at OC will want this feature turned on.</td></tr>
<tr><td>007</td><td>Query Name on Query Execution Screen</td><td>When users navigate to the ‘Execute Query’ screen to execute a query, the query name will appear next to the Query code. This is to inform users of the name of the query they are currently running.</td></tr>
<tr><td>008</td><td>COA Changes</td><td>
<table>
<tr><th>New Table</th><th>Data</th></tr>
<tr><td>pb_orgn_tbl1</td><td>State Function</td></tr>
<tr><td>pb_orgn_tbl2</td><td>State Activity</td></tr>
<tr><td>pb_orgn_tbl3</td><td>Program</td></tr>
<tr><td>pb_orgn_tbl4</td><td>BB Desc/Misn</td></tr>
<tr><td>pb_orgn_tbl16</td><td>Ranking</td></tr>
<tr><td>pb_fund_tbl1</td><td>County Wide</td></tr>
<tr><td>pb_fund_tbl2</td><td>State Activity</td></tr>
<tr><td>pb_fund_tbl3</td><td>State Function</td></tr>
<tr><td>pb_fund_tbl4</td><td>SS Service Act</td></tr>
<tr><td>pb_fund_tbl5</td><td>Schedule 13</td></tr>
<tr><td>pb_fund_tbl16</td><td>Ranking</td></tr>
<tr><td>pb_div_tbl16</td><td>Ranking</td></tr>
<tr><td>pb_acty_tbl1</td><td>Expense/Revenue</td></tr>
<tr><td>pb_acty_tbl16</td><td>Ranking</td></tr>
</table>
</td></tr>
<tr><td>009</td><td>Supplemental Fields</td><td>BRASS supplemental fields will be added to PB to facility the reporting effort. Benefit Detail Grouping like Major and Minor grouping tables have been</td></tr>
</table>

Number	Name	Description
		created and added to the database. Additional columns have also been added to the benefit and supplemental pay tables. **New SBFS tables added** • pb_sbfs_major_group • pb_sbfs_minor_group • pb_sbfs_bendet_group_oc
010	Budget Request Code	When creating new budget requests, the budget request code has been made read-only and auto- generated. The value increments for each new request created. This is done to standardize the codes for budget requests.
011	Single Sign-On (Link to Reporting)	A link has been added to provide users access via Single Sign-On to the reporting universes and reports
012	Refresh Reports Table Link	A link has been created in the 'Utilities' section that refreshes PB data to BusinessObjects. On the new page, the user creates a trigger and then clicks Submit to run the trigger. The trigger then executes the Stored Procedure to refresh the table for reports
013	Application Time Out- Increased to 120 Minutes	After a period of inactivity, users are logged out of the PB application at a default time out period. This period has now been extended to two hours so that users busy with other tasks are not constantly logged out.
014	Increased Query limit to 2,000	Searches on Dimensions, Consolidations, and SBFS pages can now result in up 2,000 records. Any searches that now result in more than 2,000 results receive a warning message that the query limit has been exceeded.
015	Add IE7 Compatibility mode to PB	The client uses Internet Explorer 7 with compatibility mode turned on due to an existing system in use. Performance Budgeting 3.10 is not supported with IE 7, but a change has been made to allow PB 3.10 be used with IE7 and compatibility mode turned on.

Attachment B – Cost/Compensation

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified herein unless by amendment.

Compensation/Terms Of Payment: This is a Fixed Price Contract for the implementation of Advantage PB Upgrade project as set forth in Attachment A, Scope of Work, for the entire Contract term. The total cost of the Contract shall not exceed Seven Hundred Seventy-Five Thousand Seven Hundred and Ninety-Four Dollars ($775,794). Payment to Contractor shall be paid according to the following payment schedule:

Number	Deliverable Name	Due Date	Deliverable Amount	Invoice Amount	Withhold Amount
1.1.1.3	Advantage PB Upgrade Project Plan	1/10/2020	$8,835	$7,951.00	$884.00
1.1.2.3	Project Control Document	1/17/20	$7,362	$6,625.80	$736.20
1.1.3.3	Project Kick-Off Meeting	1/14/2020	$7,362	$6,625.80	$736.20
1.1.4.3	Advantage PB Upgrade Monthly Project Management Services (8 Months, at $11,779/month, of Project Management, which includes Status Report Updates)	2/5/2020	$11,779	$10,601.10	$1,177.90
		3/5/2020	$11,779	$10,601.10	$1,177.90
		4/5/2020	$11,779	$10,601.10	$1,177.90
		5/5/2020	$11,779	$10,601.10	$1,177.90
		6/5/2020	$11,779	$10,601.10	$1,177.90
		7/5/2020	$11,779	$10,601.10	$1,177.90
		8/5/2020	$11,779	$10,601.10	$1,177.90
		9/5/2020	$11,779	$10,601.10	$1,177.90
1.2.1.2	Project Team Training - Functional Staff	2/12/20	$13,848	$12,463.20	$1,384.80
1.2.1.4	Project Team Training - Technical Staff	2/12/20	$17,310	$15,579.00	$1,731.00
1.2.1.6	Knowledge Transfer Support Documentation	7/13/20	$26,927	$24,234.30	$2,692.70
1.2.2.3	Technical Configuration Strategy	2/12/20	$11,780	$10,602.00	$1,178.00

Number	Deliverable Name	Due Date	Deliverable Amount	Invoice Amount	Withhold Amount
1.2.4.3	Application Configuration Strategy	2/19/20	$23,559	$21,203.10	$2,355.90
1.2.4.5	User Roles Configuration Strategy	2/25/20	$23,559	$21,203.10	$2,355.90
1.3.1.12	Installed Advantage 4 - PB Software for Non-Production Environments (DEV, IST, UAT)	4/6/20	$36,124	$32,511.60	$3,612.40
1.3.2.2	Advantage 4 - PB Application Configuration	4/6/20	$58,559	$52,703.10	$5,855.90
1.3.2.4	Advantage 4 - PB Online Extensibility Configuration	3/23/20	$29,448	$26,503.20	$2,944.80
1.3.2.6	Advantage 4 - PB Budget Forms Configuration	4/20/20	$54,501	$49,050.90	$5,450.10
1.3.2.8	Advantage 4 - PB SBFS Configuration	5/4/20	$29,448	$26,503.20	$2,944.80
1.3.3.2	Advantage 4 - PB Extensibility Layer Configuration	4/7/20	$29,448	$26,503.20	$2,944.80
1.3.4.3	Advantage 4 - PB Data Conversion	6/2/20	$17,669	$15,902.10	$1,766.90
1.3.7.3	Advantage 4 - PB User Roles Configuration Support	3/23/20	$23,559	$21,203.10	$2,355.90
1.3.8.3	Advantage 4 - PB Security & Workflow Configuration Setup Support	4/20/20	$29,448	$26,503.20	$2,944.80
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1.4.1.5	Production Environment Setup Support	5/25/20	$17,669	$15,902.10	$1,766.90
1.4.2.2	Production Cutover Plan	7/27/20	$13,252	$11,926.80	$1,325.20
1.4.2.5	Production Acceptance	8/11/20	$8,848	$7,963.20	$884.80
	10% Project Withhold Release	9/11/20		$72,867.90	

Number	Deliverable Name	Due Date	Deliverable Amount	Invoice Amount	Withhold Amount
1.4.3.2	Post-Implementation Support, Month 1	3/1/21	$23,560	$23,560.00	
1.4.3.3	Post-Implementation Support, Month 2	3/31/21	$23,560	$23,560.00	
			Advantage PB Upgrade Implementation Total	$775,794.00	$72,867.90

Payments will be made based upon the Deliverable schedule specified above (payment upon acceptance of a Deliverable). Payments shall consist of the total due for the Deliverable, less ten (10) percent retention. The retained amount shall be paid thirty (30) days after acceptance of the Production Acceptance deliverablein accordance with Paragraph 20, Acceptance Testing.

1. PAYMENT TERMS

Contractor shall submit invoices upon acceptance of the Deliverable specified above. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange as set forth in Section 2 below, and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse or issue credit to the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

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

2. PAYMENT– INVOICING INSTRUCTIONS

The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Delivery/service address
5. Contract number MA-003-20010753
6. Date of services rendered
7. Deliverable and service description
8. Total

The responsibility for providing an acceptable invoice to the County for payment rests with

the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:

County of Orange County Executive Office\Budget
Attn: Jaime L. Martinez
333 W. Santa Ana Blvd.
10 Civic Center Plaza Room 315
Santa Ana, CA 92701

OCProcurement

Sole Source Request Form

Sole Source Bidsync # 003-C020388-AZ-SS

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: County Executive Office			Date: 12/10/2019
Vendor Name: CGI Technologies and Solutions, Inc.			Sole Source BidSync Number: 003-C020388-AZ-SS
Is the above named vendor a retired employee of the County of Orange? ☐ Yes ☒ No **If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.**			
Contract Term (Dates): 12/11/2019 to 6/30/2020	Is Agreement Grant Funded? ☒ Yes ☐ No	Funding Source: GF Percent Funded: 100%	Proprietary? ☒ Yes ☐ No
Contract Amount? $775,794		Is this renewable? NO If yes, how many years?	
Type of Request: ☒ New ☐ Multi-Year ☐ Renewal ☐ Amendment ☐ Increase			
Renewal Year: None		Did vendor provide a sole source affidavit? ☐ Yes ☒ No If yes, please attach	
Board Date: 12/10/2019	ASR Number: 19-001207	If not scheduled to go to the Board explain why? None	
Does Contract include Non-Standard Language? If yes, explain in detail. No			
Was Contract Approved by Risk Mgmt.? Yes		Was Contract Approved by County Counsel? Yes	
Were any exceptions taken? If yes, explain in detail. No			

☒ DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.

☐ Solicitation Exemption
(For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)

OCProcurement

Sole Source Request Form

Sole Source Bidsync # 003-C020388-AZ-SS

SECTION III – SOLE SOURCE JUSTIFICATION

1. **Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.)* **Attach additional sheet if necessary.**
   This is a technical services and software license contract.

2. **Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.)* **Attach additional sheet if necessary.**

   The County's Performance Budgeting system (PB) is a vital component of the County's infrastructure. PB is an integrated component of the County's current CAPS+ Enterprise Resource Planning suite of software, which includes the Finance and HR\Payroll systems. The County is currently on version 3.10, which was implemented in 2014.

   PB is required for the County to manage and report financial functions in an efficient, cost-effective, and responsive manner. The County Budget Office uses this web-based application for the following:
   - Long-range strategic financial planning
   - Preparation of the County's annual operating budgets
   - Preparation of quarterly budget adjustments
   - Preparation of year-end expenditure, revenue and fund balance projections

   The Performance Budgeting system is a proprietary system licensed to the County by CGI Technologies and Solutions Incorporated (CGI). The implementation services to upgrade PB from version 3.10 to 4.1 services supplied under this fixed price agreement include the following:
   - Project planning and management services
   - Knowledge transfer to and technical training for the County's project team on functional and operational components of PB 4.1
   - Technical environment setup and application installation\configuration\testing
   - Data conversion
   - Production environment cutover
   - Post-implementation support

3. **Explain why the recommended vendor is <u>the only one capable of providing the required services and/or commodities</u>. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source.** *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.)* **Attach additional sheet if necessary.**

OCProcurement

Sole Source Request Form

Sole Source Bidsync # 003-C020388-AZ-SS

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

This is a fixed price contract with CGI for bundled professional services provided for its proprietary product that the County currently utilizes. There are no other vendors that can provide comparable service for this proprietary product. As compared to the general market, the County would have to replace the budgeting existing system at a major cost with a longer project duration. Upgrading PB from 3.10 to 4.1 is considered a minor upgrade with a short project duration. Many of CGI tools and technologies (e.g. Finance and HR\Payroll systems) are already employed by the County and integrate with the Performance Budgeting system. The County currently has knowledge, expertise and experience with PB. A new budgeting system would require extensive knowledge transfer and a learning curve, which would require additional vendor support.

The Department has fully negotiated the price with the vendor. The negotiated amount is less than the prior fixed price contract with CGI for bundled professional services to upgrade to PB 3.10.

5. **If the recommended vendor was not available, how would the County accomplish this particular task?** Attach additional sheet if necessary.

If the recommended vendor is not available, the County would have to spend resources on researching other options or investing in some other budgeting system. Most likely, this would require soliciting a new contract with another vendor utilizing the Request for Proposal process.

6. **Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.**

CGI has not changed its name in the last 7 years. Currently, there are no pending dispute during the last 7 years that could have an adverse impact on the Vendor's financial condition or its ability to perform services under contract with the County.

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

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

None

8. **Explain (in detail) why a request for Solicitation Exemption is needed.** *(Only applicable for Solicitation Exemption)* Attach additional sheet if necessary.

None

OCProcurement

Sole Source Request Form

Sole Source Bidsync # 003-C020388-AZ-SS

SECTION IV – AUTHOR/REQUESTOR

Signature:	Print Name:	Date:
	Phillip DAIGNEAU	12-4-19

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

Signature:	Print Name:	Date:

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature:	Print Name:	Date:
	Maribel Garcia	12-4-19

SECTION VII – DEPARTMENT HEAD APPROVAL

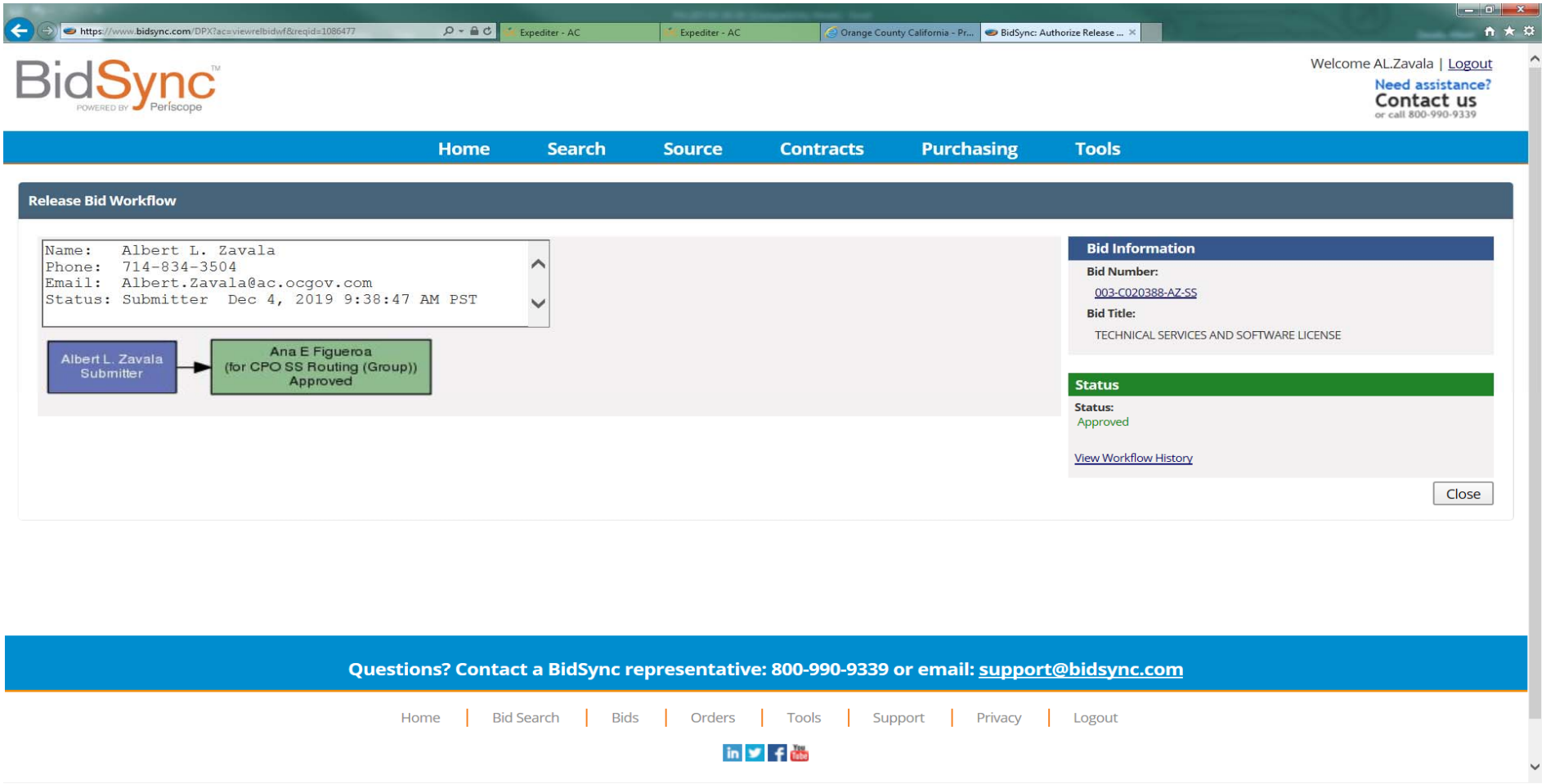
Signature:	Print Name:	Date:
Salvador Lopez	Salvador Lopez	12/4/19

SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed $250,000, Capitol Assets and services exceeding $75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:	
Comments:	
CPO: ☐Approved ☐Denied	CFO: ☐Approved ☐Denied
CPO Authorized Signature: **Date:**	**CFO Authorized Signature:** **Date:**


https://www.bidsync.com/DPX?ac=viewrelbidwf&reqid=1086477
Expediter - AC
Expediter - AC
Orange County California - Pr...
BidSync: Authorize Release ...
BidSync
POWERED BY Periscope
Welcome AL.Zavala | Logout
Need assistance?
Contact us
or call 800-990-9339
Home
Search
Source
Contracts
Purchasing
Tools
Release Bid Workflow
Name: Albert L. Zavala
Phone: 714-834-3504
Email: Albert.Zavala@ac.ocgov.com
Status: Submitter Dec 4, 2019 9:38:47 AM PST
Albert L. Zavala
Submitter
Ana E Figueroa
(for CPO SS Routing (Group))
Approved
Bid Information
Bid Number:
003-C020388-AZ-SS
Bid Title:
TECHNICAL SERVICES AND SOFTWARE LICENSE
Status
Status:
Approved
View Workflow History
Close
Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com
Home | Bid Search | Bids | Orders | Tools | Support | Privacy | Logout

Contract Summary MA-003-20010753

CGI TECHNOLOGIES AND SOLUTIONS INC.
350 SOUTH GRAND AVENUE
SUITE 3800
LOS ANGELES, CA, 90071

SUMMARY OF SIGNIFICANT CHANGES

None

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

Compensation/Terms of Payment: This is a Fixed Price Contract for professional services for the implementation of Advantage PB Upgrade project as set forth in Attachment A, Scope of Work, for the entire Contract term. The total cost of the Contract shall not exceed Seven Hundred Seventy-Five Thousand Seven Hundred and Ninety-Four dollars ($775,794). Payment to Contractor shall be paid according to the following payment deliverable schedule:

Number	Deliverable Name	Due Date	Deliverable Amount	Invoice Amount	Withhold Amount
1.1.1.3	Advantage PB Upgrade Project Plan	1/10/2020	$8,835	$7,951.00	$884.00
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		3/5/2020	$11,779	$10,601.10	$1,177.90
		4/5/2020	$11,779	$10,601.10	$1,177.90
		5/5/2020	$11,779	$10,601.10	$1,177.90
		6/5/2020	$11,779	$10,601.10	$1,177.90
		7/5/2020	$11,779	$10,601.10	$1,177.90

Number	Deliverable Name	Due Date	Deliverable Amount	Invoice Amount	Withhold Amount
		8/5/2020	$11,779	$10,601.10	$1,177.90
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	10% Project Withhold Release	9/11/20		$72,867.90	
1.4.3.2	Post-Implementation Support, Month 1	3/1/21	$23,560	$23,560.00	
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Advantage PB Upgrade Implementation Total				$775,794.00	$72,867.90

County Executive Office

Memorandum

RECEIVED
2019 DEC -5 PM 2:56
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

December 5, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer for

Subject: Exception to Rule 21

S29E

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 10, 2019, Board Hearing.

Agency: Health Care Agency
Subject: Approve No Place Like Home/Special Needs Housing Projects
Districts: 1, 2, 3, 5

Reason for supplemental: The County Executive Office is requesting that this item be added to the December 10, 2019, Board agenda as a Supplemental Item to enable the submittal of No Place Like Home project applications and use unencumbered Special Needs Housing Project funds within the state-specified timing requirements. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S29E
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2019 DEC -5 PM 2:56
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE:	12/10/19
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	1, 2, 3, 5
SUBMITTING AGENCY/DEPARTMENT:	Health Care Agency
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Richard Sanchez (714) 834-2830 Dylan Wright (714) 480-2788

SUBJECT: Approve No Place Like Home / Special Needs Housing Projects

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
	No Legal Objection *Action*	Discussion
CEO Signature	*County Counsel Signature*	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: 09/24/2019 #S38F, 10/30/2018 #S23E, 06/26/2018 #56, 06/12/2018 #1

RECOMMENDED ACTION(S)

1. Adopt the No Place Like Home County Project Authorizing Resolution for Projects Utilizing Competitive Allocation Funds as contained in Attachment A.

2. Authorize Health Care Agency Director, or designee, to submit a project application to California Department of Housing and Community Development for $6,508,000 for the No Place Like Home Competitive Notice Of Funding Availability to be used to fund the Casa Paloma project by American Family Housing, located at 15162-15182 Jackson St., Midway City, and authorize Health Care Agency Director or designee to execute related No Place Like Home application documents.

3. Authorize Health Care Agency Director, or designee, to submit a project application to California Department of Housing and Community Development for $7,110,880 for the No Place Like Home Competitive Notice Of Funding Availability to be used to fund the Westview House project by Community Development Partners, located at 2530 Westminster Ave., Santa Ana, and authorize Health Care Agency Director or designee to execute related No Place Like Home application documents.

4. Authorize Health Care Agency Director, or designee, to submit a project application to California Department of Housing and Community Development for $6,386,700 for the No Place Like Home Competitive Notice Of Funding Availability to be used to fund the Huntington Beach Senior Housing by Jamboree Housing Corporation, located at 18431 Beach Blvd., Huntington Beach, and authorize Health Care Agency Director or designee to execute related No Place Like Home application documents.

5. Authorize Health Care Agency Director, or designee, to submit a project application to California Department of Housing and Community Development for $4,882,032 for the No Place Like Home Competitive Notice Of Funding Availability to be used to fund the Villa St. Joseph project by Mercy Housing California, located at 480 S. Batavia St., Orange, and authorize Health Care Agency Director or designee to execute related No Place Like Home application documents.

6. Authorize Health Care Agency Director, or designee, to submit a project application to California Department of Housing and Community Development for $1,889,772 for the No Place Like Home Competitive Notice Of Funding Availability to be used to fund the Mountain View project by National CORE, located at 24551 Raymond Way, Lake Forest, and authorize Health Care Agency Director or designee to execute related No Place Like Home application documents.

7. Authorize Health Care Agency to utilize any unencumbered Special Needs Housing Project balance of funds to extend affordability for existing Mental Health Services Act Housing or Special Needs Housing Program projects and authorize Health Care Agency Director or designee to execute the Special Needs Housing Program Mental Health Services Act Fund Release and Transfer Authorization form as contained in Attachment B.

SUMMARY:

Approval to submit projects to apply for No Place Like Home competitive funding and approval to utilize unencumbered Special Needs Housing funds will help the County develop and extend affordability of permanent supportive housing for people with serious mental illness who are also experiencing homelessness, and expedite efforts to develop 2,700 units of permanent supportive housing in Orange County.

BACKGROUND INFORMATION:

In 2016, Governor Brown signed legislation enacting the No Place Like Home (NPLH) Program, which dedicated $2 billion in bond proceeds to develop supportive housing for those individuals experiencing homelessness and are eligible for Mental Health Services Act (MHSA) program services. The funding, which will be repaid through MHSA funds, will be available through both a non-competitive allocation to each County and in the form of competitive Notices of Funding Availability (NOFA).

The County is required to be an applicant, or a co-applicant with a development sponsor (housing developer), on any NPLH competitive funding application. The Health Care Agency (HCA) will provide a 20-year supportive services commitment to residents of NPLH units. Projects that leverage other sources of capital and operating subsidies, as well as public capital and vouchers through the County's Permanent Supportive Housing NOFA, will receive more points on the competitive application.

On March 27, 2018, your Honorable Board of Supervisors (Board) directed $70.5 million from the County's MHSA/Community Services and Support fund toward the acquisition and/or renovation of properties for

permanent supportive housing for individuals living with mental illness. On June 12, 2018, your Board approved the MHSA $70.5 million Permanent Supportive Housing Spending Plan (MHSA Spending Plan).

On June 26, 2018, and October 30, 2018, your Board approved the Orange County Housing Funding Strategy (Housing Funding Strategy) and the NPLH Addendum, respectively. The Housing Funding Strategy and the NPLH Addendum outlined key strategies to maximize housing funding for Orange County in order to stimulate the development of 2,700 unit of supportive housing. One of the key strategies is to commit locally controlled supportive housing funding in order to ensure that projects are financially feasible and that units are developed. In order to achieve this, the NPLH Addendum recommended committing Special Needs Housing Program (SNHP) funds to projects that are also seeking NPLH funds from the California Department of Housing and Community Development (State HCD).

On September 24, 2019, your Board approved SNHP funding for Villa St. Joseph, Mountain View and Casa Paloma, in order to ensure these projects receive more points on the NPLH competitive application and are financially feasible.

On September 27, 2019, State HCD released the second NPLH competitive NOFA, with applications due January 8, 2020. In this second NOFA, up to $90.8 million in funding is available for the large counties. Orange County is one of 11 large counties that will compete for this funding.

In order to expedite the development of projects and increase MHSA units, HCA is requesting approval for the following projects as described below.

Name	City	Developer	Requested NPLH units	Requested SNHP units	Total Requested NPLH/SNHP units	Total units in project
Casa Paloma	Midway City	American Family Housing	24	24	24	49
Westview House	Santa Ana	Community Development Partners	26	N/A	26	85
Huntington Beach Senior Housing	Huntington Beach	Jamboree Housing Corp.	20	N/A	20	43
Villa St. Joseph	Orange	Mercy Housing California	18	18	18	50
Mountain View	Lake Forest	National CORE	12	12	12	71
		Total	**100**	**54**	**100**	**298**

The County of Orange has developed and completed 194 MHSA units. With the approval of these projects under NPLH funding, your Board will have approved the development for an additional 396 MHSA units since May 2018, as more specifically described in Attachment C.

On November 4, 2019, California Department of Health Care Services released a notice directing Counties wishing to apply unencumbered SNHP funds to the Capitalized Operating Subsidy Reserves for existing MHSA Housing Program or SNHP project to submit the SNHP MHSA Fund Release and Transfer Authorization Form to California Housing Finance Agency (CalHFA) by January 3, 2020. This is due to the upcoming termination of SNHP. Applying the unencumbered SNHP funds will extend the affordability of existing projects.

HCA requests your Board's approval to submit NPLH project applications, jointly with American Family Housing for the Casa Paloma, Community Development Partners for the Westview House, Jamboree Housing Corporation for the Huntington Beach Senior Housing, Mercy Housing California for the Villa St. Joseph and National CORE for the Mountain View, for competitive NPLH funding, and authorize the HCA Director or designee to execute the NPLH application and all documents required to submit the application as referenced in the Recommended Actions above.

HCA further requests your Board's approval to apply unencumbered SNHP funds to existing projects and authorize the HCA Director or designee to execute the SNHP MHSA Fund Release and Transfer Authorization form and submit to CalHFA as referenced in the Recommended Actions above.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - No Place Like Home County Project Authorizing Resolution for Projects Utilizing Competitive Allocation Funds
Attachment B - SNHP MHSA Fund Release and Transfer Authorization Form
Attachment C - MHSA Housing Projects

ochealth CARE AGENCY

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FAX: (714) 834-5506

OFFICE OF THE DIRECTOR

NPLH County Project Authorizing Resolution for Projects Utilizing Competitive Allocation Funds

IN THE MATTER OF:
AUTHORIZATION TO PARTICIPATE IN
THE NO PLACE LIKE HOME PROGRAM

RESOLUTION NO._____

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability for Round 2 funds dated September 27, 2019, as may be amended from time to time, ("NOFA"), under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of approximately $622 million in Competitive Allocation funds under the NPLH Program; and

WHEREAS, County of Orange is a County and an Applicant, as those terms are defined in the NPLH Program Guidelines, dated September 2019 ("Guidelines").

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for County does hereby determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and if awarded, accept the NPLH Program funds, as detailed in the NOFA, up to the amount authorized by the Guidelines and applicable state law.

SECTION 2. That Health Care Agency Director, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with an award of NPLH Program funds, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to evidence the loan of NPLH Program funds, the County's obligations related thereto, and the Department's security therefore. These documents may include, but are not limited to, a State of California Standard Agreement ("Standard Agreement"), a regulatory agreement, a promissory note, a deed of trust and security agreement, and any and all other documents required or deemed necessary or appropriate by the Department as security for, evidence of, or pertaining to the NPLH Program funds, and all amendments thereto (collectively, the "NPLH Program Documents").

SECTION 3. That County shall be subject to the terms and conditions that are specified in the Standard Agreement; that the application in full is incorporated as part of the Standard Agreement; that any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement; and that County will use the NPLH Program funds in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

SECTION 4. That County will make mental health supportive services available to each project's NPLH tenants for at least 20 years, and will coordinate the provision of or referral to other services (including, but not limited to, substance use services) in accordance with the County's relevant supportive services plan, and as specified in Section 202(n)(1) of the Guidelines.

PASSED AND ADOPTED this 10th day of December, 2019, by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____ ABSENT: _____

_____
Signature of Attesting Officer
Robin Stieler, Clerk of the Board

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA
By _____ Deputy
Date 12-4-19

SPECIAL NEEDS HOUSING PROGRAM
MHSA FUND RELEASE AND TRANSFER AUTHORIZATION

Local Mental Health Director (LMHD):

Name: Jeffrey A. Nagel, Ph.D
Mailing Address: 405 W. 5th Street 7th Floor
Santa Ana, CA 92701

Phone: 714-834-7024
Email: JNagel@ochca.com

City/County: County of Orange

I hereby request that the California Housing Finance Agency (CalHFA) release and transfer Mental Health Services Fund moneys dedicated to the Special Needs Housing Program (MHSA Funds).

Utilizing the MHSA Funds available for release, transfer the percent of MHSA funds indicated below, to the respective MHSA Housing Program or Special Needs Housing Program Project Capitalized Operating Subsidy Reserves (COSR).

Project Name	Percent of Available MHSA Funds
1. Henderson House	53 %
Alegre	15 %
Rockwood Apartments	32 %

Signature of LMHD Date

MHSA Projects				
Completed				
Name	**City**	**MHSA Units**	**Total Units**	**Completed Date**
Diamond Apartment Homes	Anaheim	24	25	2009
Doria I & 2	Irvine	20	134	2011 & 2013
Avenida Villas	Anaheim	28	29	2014
Cotton's Point	San Clemente	15	76	2014
Capestone	Anaheim	19	60	2014
Alegre	Irvine	11	104	2015
Henderson House	San Clemente	14	14	2016
Rockwood	Anaheim	15	70	2016
Depot at Santiago	Santa Ana	10	70	2018
Fullerton Heights	Fullerton	24	36	2018
Oakcrest Heights	Yorba Linda	14	54	2018
	Total	**194**	**672**	

Board Approved/Requesting Approval						
Name	**City**	**SNHP Units**	**NPLH Units**	**Total MHSA Units**	**Total Units**	**Estimate Completion**
Santa Ana Arts Collective	Santa Ana	15	0	15	76	2019
Aqua	Santa Ana	28	0	28	57	2020
Santa Ana Veteran Village	Santa Ana	20	0	20	76	2020
Jamboree PSH	Anaheim	35	0	35	70	2021
Altrudy Seniors	Yorba Linda	10	10	10	48	2021
Francis Xavier	Santa Ana	14	9	14	17	2021
Legacy Square	Santa Ana	10	16	16	93	2021
Westminster Crossing	Westminster	20	0	20	65	2021
Villa St. Joseph	Orange	18	18	18	50	2022
The Groves Senior Apartments	San Juan Capistrano	10	0	10	75	2022
Mountain View	Lake Forest	12	12	12	71	2022
Casa Paloma	Midway City	24	24	24	49	2022
WISEPlace PSH	Santa Ana	8	0	8	52	2022
Airport Inn Apartments	Buena Park	28	19	28	58	2021
Orchard View Gardens	Buena Park	8	8	8	66	2022
Santa Angelina Senior Community	Placentia	16	16	16	65	2022
Center for Hope	Anaheim	0	48	48	100	2022
Cartwright Family Apartments	Irvine	10	0	10	60	2022
Lincoln Avenue Apartments	Buena Park	10	0	10	55	2022
Westview	Santa Ana	0	26	26	85	2021
Huntington Beach Senior Housing	Huntington Beach	0	20	20	43	2022
	Total	**296**	**226**	**396**	**864**	

Total MHSA Board Approved/Requested Units**: 396**
Grand Total of all MHSA Units: **590**

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E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS 3
December 10, 2019

MEMORANDUM

December 2, 2019

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, December 10, 2019, 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: *Jodi Harvey v. County of Orange*
> Case No.: 30-2018-00978780-CU-PA-CJC
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:jb

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

RECEIVED
2019 DEC -2 AM 10:00
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS