



AMENDMENT NUMBER ONE
TO
REGIONAL COOPERATIVE AGREEMENT (RCA)-
CONTRACT NUMBER RCA-017-20010004
BETWEEN
COUNTY OF ORANGE AND
BRANDMAN UNIVERSITY FOR
LEARNING AND DEVELOPMENT SERVICES

This Amendment Number One (hereinafter “Amendment”) to Contract Number RCA-017-20010004 Agreement for Learning and Development Services (hereinafter referred to as “Contract”) is made and entered into upon execution of all necessary signatures as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and Brandman UniversityUMass Global, with a place of business at 16355 Laguna Canyon Rd., Irvine, CA 92618 (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to individually as “Party”, or collectively as “Parties”.

ATTACHMENTS

~~This Contract is comprised of this document and the following Attachments, which are all incorporated by reference into this Contract as if fully set forth herein:~~

~~Attachment A—Scope of Work
Attachment B—Compensation and Pricing
Attachment C—Staffing Plan~~

RECITALS

WHEREAS, the Parties executed Contract RCA-017-20010004, effective March 20, 2020 through March 19, 2025, for Learning and Development Services (hereinafter “Contract”); and

WHEREAS, Contractor informed County that Contractor had ended an affiliation with Chapman University and begun an affiliation with the University of Massachusetts; and

WHEREAS, as a result of the new affiliation, Contractor changed its governance – control changed from the Board of Trustees of Chapman University to the University of Massachusetts – and changed its name; and

WHEREAS, the Parties desire to amend the Contract to reflect Contractor’s name change;

NOW THEREFORE, the Parties agree to amend the Contract as follows:

1. The contractor name in the Contract is changed from “Brandman University” to “UMass Global”, effective September 1, 2021. All references in the Contract to “Brandman University” shall be references to “UMass Global”.
2. This Amendment modifies the Contract only as expressly set forth herein. Wherever a conflict in the terms or conditions of this Amendment and the Contract exists, the terms and conditions of this

Amendment shall prevail. In all other respects, the terms and conditions of the Contract, including its amendments, remain unchanged, in full force and effect.

CONTRACT SIGNATURE PAGE

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

UMass Global

**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.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Print Name

Title

Signature

Date

Print Name

Title

Signature

Date

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

COUNTY OF ORANGE, a political subdivision of the State of California

Print Name

Title

Signature

Date

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

Print Name

Title

Signature

Date

~~WHEREAS, Contractor responded to a Request for Proposal to provide Learning and Development Services to the County; and,~~

~~WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP #017-C012172-GG; and,~~

~~WHEREAS, Contractor agrees to provide Learning and Development Services to County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,~~

~~WHEREAS, Contractor agrees to accept payment set forth in the Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and,~~

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

GENERAL TERMS AND CONDITIONS:

ARTICLES

~~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, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.~~

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

~~D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out of state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. 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: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.~~

~~F. Acceptance/Payment: Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made after~~

satisfactory acceptance.

~~G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.~~

~~H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.~~

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

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

~~K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.~~

~~L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.~~

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

~~N. **Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all~~

~~documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.~~

~~**Q.** **Insurance Provision:** 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.~~

~~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 SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:~~

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

~~If Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, 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
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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 combined single limit per-occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.
The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

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

2) ~~_____ A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self insurance maintained by the County of Orange shall be excess and non-contributing.~~
~~The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, 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 Professional Liability is a "Claims Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

Insurance certificates should be emailed to CEOPInsurance@ocgov.com.

If email is not possible, then Insurance certificates should specifically be forwarded to:

County of Orange
c/o: CEO/County Procurement Office
Attn: Insurance

1300 S. Grand Ave., Ste. A, 2nd Floor Santa Ana, CA 92705 4434

Any insurance documents not addressed as shown above will be "Return to Sender".

~~If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of~~

~~notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.~~

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

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

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

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

~~**Q.** _____ **Change of Ownership/Name, Litigation Status, 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 terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.~~

~~County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.~~

~~In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.~~

~~The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.~~

~~**R.** _____ **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.~~

~~**S.** _____ **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.~~

~~**T.** _____ **Compliance with Laws:** Contractor represents and warrants~~

~~that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.~~

~~U. **Freight:** Intentionally Omitted.~~

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

~~Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, 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 Indemnities") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.~~

~~**AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting~~

~~documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.~~

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

~~Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.~~

~~**BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.~~

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

ADDITIONAL TERMS AND CONDITIONS:

- ~~1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Services.~~
- ~~2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and continue for five (5) calendar years from that date, unless otherwise terminated by County. This Contract is non-renewable.~~
- ~~3. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.~~
- ~~4. **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.~~
- ~~5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
Terminate the Contract immediately, pursuant to Section K herein;
a) Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
b) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and~~

e) ~~Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.~~

~~6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.~~

~~7. **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.~~

~~8. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.~~

~~The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.~~

~~9. **Conflict of Interest — Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.~~

~~10. **Conflict of Interest — County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.~~

~~11. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent~~

reasonable.

~~12. **Consulting Contract – Follow On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services Contract or a Contract which includes a consulting component may be awarded a Contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services Contract. Therefore, any consultant that Contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.~~

~~13. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.~~

~~14. **Contractor Personnel Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.~~

~~15. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.~~

~~The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.~~

~~16. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.~~

~~17. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the County under this Contract.~~

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

~~19. **Debarment:** Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.~~

~~20. **Default:** In case of default by Contractor, the County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the~~

~~time such purchase is made. This is in addition to any other remedies available under this Contract and under law.~~

~~21. Disputes – Contract:~~

- ~~a) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s project manager and the County’s project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:~~
- ~~b) The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.~~
- ~~e) 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.~~
- ~~d) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.~~
- ~~e) Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or for convenience as stated in Paragraph K.~~

~~22. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:~~

- ~~a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).~~
- ~~b) Establish a drug free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - ~~i. The dangers of drug abuse in the workplace;~~
 - ~~ii. The organization’s policy of maintaining a drug-free workplace;~~
 - ~~iii. Any available counseling, rehabilitation and employee assistance programs; and~~
 - ~~iv. Penalties that may be imposed upon employees for drug abuse violations.~~~~
- ~~e) Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - ~~i. Will receive a copy of the company’s drug free policy statement; and~~
 - ~~ii. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.~~~~
- ~~d) Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may~~

~~be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:~~

- ~~e) _____ The Contractor has made false certification, or~~
- ~~f) _____ The Contractor violates the certification by failing to carry out the requirements as noted above.~~

~~**23. _____ Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s).~~

~~Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.~~

~~**24. _____ Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition. Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.~~

~~Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.~~

~~**25. _____ 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 Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.~~

~~**26. _____ Gratuities:** The Contractor warrants that no gratuities, in~~

~~the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.~~

~~27. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.~~

~~28. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.~~

~~29. **No Third Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.~~

~~30. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.~~

Contractor: _____ Brandman University
Attn: Reagan Forlenzo, Project Manager 16355 Laguna Canyon Rd.
Irvine, CA 92618
Phone: (949) 383-3303
Email: rforlenz@brandman.edu

County: _____ County of Orange
Human Resource Services/ L&OD Attn: Rebecca Clockel, Project Manager 333 W. Santa Ana Blvd., 2nd Floor
Santa Ana, CA 92705
Phone: 714-834-2514
Email: HRSLOD@ocgov.com

cc: _____ County of Orange
County Executive Office/County Procurement Office Attn: Jeff Miller, County DPA
1300 S. Grand Ave., Bldg. A, 2nd Floor Santa Ana, CA 92705 4434
Email: jeff.miller@ocgov.com

~~31. **Ownership of Documents:** The County has permanent~~

~~ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.~~

~~32. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.~~

~~33. **Price Increase/Decrease:** No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30 days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed.~~

~~34. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor. The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.~~

~~35. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services.~~

~~36. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.~~

~~37. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.~~

~~38. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor. Any attempt by the Contractor to subcontract any performance of this Contract shall be invalid and shall constitute a breach of this Contract.~~

~~39. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor~~

~~agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.~~

~~40. **Usage Reports:** The Contractor shall submit usage reports on a quarterly and annual basis to the assigned Project Manager and Deputy Purchasing Agent. The usage report shall be in a format specified by the County.~~

~~41. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.~~

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

BRANDMAN UNIVERSITY*

~~*Pursuant to California Corporations Code Section 313, a contractor that is a corporation, must have two (2) signatures: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.~~

Print Name _____ Title

Signature _____ Date

Print Name _____ Title

Signature _____ Date

***** COUNTY

OF ORANGE A political subdivision of the State of California

Gabriela George _____ Deputy Purchasing Agent
Print Name _____ Title

Signature _____ Date

**ATTACHMENT A
SCOPE OF WORK**

I. BACKGROUND

A. **Statement:** The County of Orange establish a list of interested and qualified contractors to be used on an as-needed basis for the provision of learning and organizational development services for two Disciples: One (1) Learning & Development Services (design, develop and facilitate courses); and, Two (2) Organizational Development Services (onboarding and transition coaching, executive coaching, organizational development consultation, and intervention facilitation).

B. **Introduction:** The County of Orange is a political subdivision of the State of California, located geographically in Southern California and is a public sector governmental entity governed by a five member Board of Supervisors and comprised of 22 Departments with over 18,000 employees. County's core businesses are public safety, public health, public assistance, environmental protection, social services and aviation.

The County's Human Resources Services Department ("HRS") is charged with recruiting, developing and retaining highly qualified employees for the County. The Learning and Organizational Development ("L&OD") team within HRS provides strategic learning programs and organization development services to County departments.

II. LEARNING & DEVELOPMENT SERVICES

A. DESCRIPTION OF SERVICES

1. Learning and Development Services shall include and not be limited to:
 - a) Design and develop original training programs, (such as, Learning, webinars, and in-person training programs), as requested by L&OD, for leadership and professional development of the County's workforce.
 - b) Facilitate courses designed and developed by the Contractor.
 - e) Facilitate courses designed and developed by L&OD or by County approved contractors. Currently, County has designed and developed or is in the process of designing and developing the following programs:
 - (i) Individual Contributor Program (ICP) – All Employees;
 - (ii) Professional Development Experience Program (PDX) – All Levels of Leadership
 - (iii) PDX Ignite Program – Emerging Leaders, and
 - (iv) Other programs (courses) developed as needed during this Contract term
 - d) Manage projects related to Learning & Development programs.
2. Direction by County for the services set forth above shall be identified and initiated through an identified Program Owner/ Project Manager at the beginning of each engagement for services. The Program Owner/Project Manager shall identify the scope of the engagement and shall identify the client(s) and other stakeholders to be included in the process.
3. Services in this Discipline also consist of the Services in Contractor's response to Request for Proposal (RFP) 017-C012172-GG listed in Section II – Proposal Response.
4. County reserves the right to add or delete related services as deemed necessary throughout the term of this Contract.

B. DESCRIPTION OF CURRENT COUNTY PROGRAMS

Programs currently offered by L&OD:

1. Individual Contributor Program (ICP): provides individual courses to all County employees. The courses generally focus on ensuring that employees possess basic skills and tools to enable them to provide outstanding service to our community. Competencies and skills developed in these courses include:

- Business Writing & Email Skills
- Career Development
- Developing Emotional Intelligence
- Embracing Change
- Employee Wellness
- Interpersonal Communication
- Interview Techniques
- Managing Conflict
- Time Management

2. Professional Development Experience Program ("PDX"): is an award-winning leadership development program designed to enhance employee engagement by providing a curriculum of courses specifically tailored for managers and supervisors. It consists of seven to nine courses, depending on one's management level, facilitated in cohort fashion, over a six-month period. Each session explores a variety of leadership concepts including: employee engagement, inspiring trust, communicating vision and purpose, work styles, change management, emotional intelligence, and coaching.

a) The PDX Program currently utilizes and incorporates elements from the following outside vendors' resources:

- Leading at the Speed of Trust (Franklin Covey)
- DISC (Wiley)
- The 7 Habits of Highly Effective People (Franklin Covey)
- Crucial Conversations (Vital Smarts)
- Crucial Accountability (Vital Smarts)

b) As part of the PDX Program, County developed, Ignite, a series of courses for emerging leaders (non-supervisors). The program includes some of the most important and richest concepts of the PDX program in order to support leadership alignment and development of a One County Culture. Contractor may be requested to participate in the facilitation of these courses

C. CONTRACT REQUIREMENTS AND DELIVERABLES

1. Approval of Contractor's Courses:

a) Contractor shall design and develop courses as requested by County. The following project phases must be approved by the County Project Manager:

- (i) Draft/Final Course Outline (including learning objectives)
- (ii) Draft/Final Instructional Aids (e.g. PowerPoint, material handouts, etc.)
- (iii) Draft/Final Learning Environment materials
- (iv) Draft/Final Participant Guide
- (v) Draft/Final Facilitator Guide
- (vi) Draft/Final Level 1, 2, and 3 evaluations, as applicable
- (vii) Draft/Final sustainability materials

2. Audit of Facilitations Conducted by Contractor:

a) Prior to facilitating any courses L&OD reserves the right to evaluate Contractor's presentation style. In addition, L&OD reserves the right to audit any facilitations conducted by Contractor at any time to ensure the Contractor is meeting the County's expectations.

3. Services in this Discipline also consist of the Services in Contractor's response to Request for Proposal (RFP) 017-C012172-GG listed in Section II - Proposal Response.

4. ~~At the request of County, learning programs can be delivered at no additional cost at Contractor's main campus in Irvine. County shall coordinate with Contractor if services are needed.~~

D. ~~QUOTE PROCESS:~~ Contractor shall provide quotes for trainings, as requested by County, and shall wait to receive written confirmation prior to starting on any project. Training quotes shall be valid for 365 days.

**ATTACHMENT B
COMPENSATION AND PRICING**

~~I. **COMPENSATION:** This is a usage Contract between County and Contractor to provide “Services”, as needed and as set forth in Attachment A – Scope of Work. Contractor must accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. There will be no up front fees and Contractor shall only be compensated as set forth herein below for work performed in accordance with the Attachment A – Scope of Work. County has no obligation to pay any sum in excess of the Fee specified herein below unless authorized by amendment in accordance with Articles “C” and “P” of the County Contract Terms and Conditions.~~

~~II. **PRICING:**~~

SERVICE TO BE PROVIDED	RATE	SERVICE DESCRIPTION
Learning Program Development	\$150/hour	Typically two hours of development are needed for each hour of content.
Workshop Delivery: 4 hour-session	\$2,000 each	Includes printing of participant handouts. Materials are priced separately. Max of 25 participants recommended. 30-40 participants will result in decreased interaction.
Workshop Delivery: 8 hour-session	\$4,000 each	Includes printing of participant handouts. Materials are priced separately. Max of 25 participants recommended. 30-40 participants will result in decreased interaction.
Learning Program with Multiple Topics and Components	Quote Process	Price is dependent on number of topics and program components selected. Max of 25 participants recommended. 30-40 participants will result in decreased interaction.
Webinar Delivery	\$900 each	Includes 1 hour webinar, recording and presentation emailed to attendees.
	\$150 per person	Applies to open enrollment basis with no customization.
eLearning Leadership Courses	\$200 per person	Applies to Self-Management open enrollment

	Quote Process	Applies to Custom Certificate Option. Price is dependent on number of topics, customization and access time selected.
Business/Technology courses	Quote Process	Price depends on program selected, participants (open enrollment or cohort) and modality (in-person or online).
Materials (required or recommended based on training topic selected)		
Everything DiSC Workplace® Profile		\$50 per assessment
Everything DiSC Management® or Work of Leaders		\$80 per assessment

Thomas Kilmann Conflict Mode Instrument	\$22 per assessment
Social + Emotional Intelligence Profile	\$105 per assessment
Total SDI Suite	\$220 for suite of 3 assessments
SDI	80 per assessment
Strengths Portrait	70 per assessment
Overhead Strengths Portrait	70 per assessment
MBTI	\$32-\$45 per assessment
StrengthsFinder	\$20-\$70 per assessment
Enneagram online assessment	\$15 per participant
GO Team® Workbook	\$15 per participant
Emotional Intelligence 2.0 book with online assessment	\$15 per participant
Crucial Conversations: Tools for Talking When Stakes are High	\$15 per participant
Servant as Leader	\$15 per participant
Materials not listed	Quote Process

III. CONTRACTOR'S EXPENSE: Contractor is responsible for all costs related to photo copying, telephone and fax communications while on County sites during the performance of work and services under this Contract. The billable rates shall be all inclusive of all administrative/overhead fees, mileage, parking, facsimiles, photocopying, travel, transportation, mailings, postage, printouts and any other costs required to provide proposed services. No additional fees or costs shall be paid beyond the billable rate(s) listed.

IV. PAYMENT TERMS: Invoices are to be submitted to the

~~user department address, unless otherwise directed in this Contract. Contractor shall reference the Contract number on the invoice. Payment will be net thirty (30) business days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the 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. Contractor shall reimburse the County of Orange for any monies paid to Contractor for services not provided or when services do not meet the Contract requirements.~~

~~Payments made by County shall not preclude the right of 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.~~

~~V. PAYMENT (ELECTRONIC FUNDS TRANSFER (EFT)): County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the department representative listed in the bid.~~

~~VI. INVOICING INSTRUCTIONS: Contractor shall provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. Invoices must be submitted to the ship-to address indicated on the Subordinate Contract created by the individual Department.~~

~~Each invoice shall have a unique number and include the following information:~~

- ~~a. Contractor's name and address~~
- ~~b. Contractor's remittance address, if different from a, above~~
- ~~c. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)~~
- ~~d. Name of County Department~~
- ~~e. Service address~~
- ~~f. Master Agreement (MA) or Contract (CT) number~~
- ~~g. Service Date(s)~~
- ~~h. Service description and prices~~
- ~~i. Sales tax, if applicable~~
- ~~j. Total~~

~~The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to 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.~~

ATTACHMENT C
STAFFING PLAN

I. STAFFING PLAN FOR IN-PERSON WORKSHOPS
1. Primary Staff /Key Personnel to perform contract duties:

Name	Classification Title	Licenses / Certifications	Years of Experience	Number of Years with Contractor
Reagan Forlenzo	Director of Corporate Training	N/A	19	4½
Marc Paradis	Program Manager	N/A	10	1½
	Instructor	Certifications on bio	19	1½
Angela Lund	Program Coordinator	N/A	7	7
Michelle Abraham	Instructor	Certifications on bio	15	3½
Michelle Beauchamp	Instructor	Certifications on bio	25	1
Gary Beaudette	Instructor	Certifications on bio	15	Less than 1 yr.
Sharonda Bishop	Instructor	Certifications on bio	20	Less than 1 yr.
Elise Boggs	Instructor	Certifications on bio	10	7
Charlie Celano, Jr.	Instructor	Certifications on bio	27	9
Adam Coughran	Instructor	Certifications on bio	20	3½
Mike Gellman	Instructor	Certifications on bio	15	3
Ryan Gottfredson	Instructor	Certifications on bio	10	1
Laura Hunt Newman	Instructor	Certifications on bio	20	6
Nhadira Johnson	Instructor	Certifications on bio	17	3
Kyle Menig	Instructor	Certifications on bio	20	Less than 1 yr.
Lizz Pellet	Instructor	Certifications on bio	30	6
Carlos Ramos	Instructor	Certifications on bio	38	Less than 1 yr.
Christopher Veal	Instructor	Certifications on bio	25	1½
Mike Warren	Instructor	Certifications on bio	25	3

2. Alternate staff/ Key Personnel (for use only if primary staff is not available)

Name	Classification Title	Licenses / Certifications	Years of Experience	Number of Years with Contractor
Ricardo Lorenzana	Dean	N/A	14	9
Erica Leahy	Program Director	N/A	20	3
Joy Tiongson	Program Manager	N/A	11	1½
Hung Bui	Program Coordinator	N/A	20	5½
Michele Reddick	Admin Assistant	N/A	10	1

H. STAFFING PLAN FOR WEBINARS

1. Primary Staff/Key Personnel to perform contract duties:

Name	Classification Title	Licenses/Certifications	Years of Experience	Number of Years with Contractor
Reagan Forlenzo	Dir. Corporate Training	N/A	19	4½
Marc Paradis	Program Manager	N/A	10	1½
Angela Lund	Program Coordinator	N/A	7	7
Bob Tran	Marketing Director	N/A	14	5
Michelle Lewis	Marketing Coordinator	N/A	4	1
Michelle Abraham	Instructor	Certifications on bio	15	3½
Michelle Beauchamp	Instructor	Certifications on bio	25	1
Gary Beaudette	Instructor	Certifications on bio	15	Less than 1 yr.
Sharonda Bishop	Instructor	Certifications on bio	20	Less than 1 yr.
Elise Boggs	Instructor	Certifications on bio	10	7
Sam Bresler	Instructor	Certifications on bio	40	8
Charlie Celano, Jr.	Instructor	Certifications on bio	27	9
Adam Coughran	Instructor	Certifications on bio	20	3½
Mike Gellman	Instructor	Certifications on bio	15	3
Bernard Gibson	Instructor	Certifications on bio	20	13
Ryan Gottfredson	Instructor	Certifications on bio	10	1
Laura Hunt Newman	Instructor	Certifications on bio	20	6
Nhadira Johnson	Instructor	Certifications on bio	17	3
Rainer Kunz	Instructor	Certifications on bio	10	3
Kyle Menig	Instructor	Certifications on bio	20	Less than 1 yr.
Tom Norris	Instructor	Certifications on bio	25	9
Lizz Pellet	Instructor	Certifications on bio	30	6
Aaron Raby	Instructor	Certifications on bio	15	Less than 1 yr.
Carlos Ramos	Instructor	Certifications on bio	38	Less than 1 yr.
Riek Vander Kam	Instructor	Certifications on bio	30	19
Christopher Veal	Instructor	Certifications on bio	25	1½
Mike Warren	Instructor	Certifications on bio	25	3

~~2. Alternate staff/Key Personnel (for use only if primary staff is not available)~~

Name	Classification Title	Licenses/Certifications	Years of Experience	Number of Years with Contractor
Ricardo Lorenzana	Dean	N/A	14	9
Erica Leahy	Program Director	N/A	20	3
Joy Tiongson	Program Manager	N/A	11	1 1/2
Hung Bui	Program Coordinator	N/A	20	5 1/2
Michele Reddick	Admin Assistant	N/A	10	1

~~III. STAFFING PLAN FOR eLEARNING~~

~~1. Primary Staff/Key Personnel to perform contract duties~~

Name	Classification Title	Licenses/Certifications- (include license/certification #)	Years of Experience	Number of Years with Respondent
Reagan Forlenzo	Dir. Corporate Training	N/A	19	4 1/2
Mare Paradis	Program Manager	N/A	10	1 1/2
	Instructor	Certifications on bio	19	1 1/2
Angela Lund	Program Coordinator	N/A	7	7
Michelle Abraham	Instructor	Certifications on bio	15	3 1/2
Elise Boggs	Instructor	Certifications on bio	10	7
Sam Bresler	Instructor	Certifications on bio	40	8
Rainer Kunz	Instructor	Certifications on bio	10	3
Kyle Menig	Instructor	Certifications on bio	20	Less than 1 yr.
Tom Norris	Instructor	Certifications on bio	25	9
Lizz Pellet	Instructor	Certifications on bio	30	6
Riek Vander Kam	Instructor	Certifications on bio	30	19

~~2. Alternate staff/Key Personnel (for use only if primary staff is not available)~~

Name	Classification Title	Licenses/Certifications- (include license/certification #)	Years of Experience	Number of Years with Respondent
Ricardo Lorenzana	Dean	N/A	14	9
Erica Leahy	Program Director	N/A	20	3
Joy Tiongson	Program Manager	N/A	11	1 1/2
Hung Bui	Program Coordinator	N/A	20	5 1/2
Michele Reddick	Admin Assistant	N/A	10	1

~~Contractor certifies that the primary staff/key personnel in this Attachment C must be used to perform the services in this Contract for the duration of the Contract, unless otherwise requested or approved by County. Substitution or addition of primary staff/key personnel in any given classification is not allowed unless~~

~~Contractor receives express prior written consent of the County Project Manager. **Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes.**~~

~~Contractor has the right to involve staff/personnel, as their services are required, but only with County's express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required. **Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes.**~~

~~County has the right to remove any personnel from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information for the request to remove a Contractor's staff/personnel and Contractor is required to comply within the time requested.~~



AMENDMENT NUMBER ONE
TO
REGIONAL COOPERATIVE AGREEMENT ~~(RCA)~~
CONTRACT NUMBER RCA-017-20010005
BETWEEN
COUNTY OF ORANGE
AND
BRANDMAN UNIVERSITY
FOR
ORGANIZATIONAL DEVELOPMENT SERVICES

This Amendment Number One (hereinafter “Amendment”) to Contract Number RCA-017-20010005 Agreement for Organizational Development Services (hereinafter referred to as “Contract”) is made and entered into upon execution of all necessary signatures as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter ~~referred to as~~ “County”) and Brandman UniversityUMass Global, with a place of business at 16355 Laguna Canyon Rd., Irvine, CA 92618, (hereinafter referred to as “Contractor”) with County and Contractor sometimes referred to individually as “Party”, or collectively as “Parties”.

ATTACHMENTS

~~This Contract is comprised of this document and the following Attachments, which are all incorporated by reference into this Contract as if fully set forth herein:~~

~~Attachment A— Scope of Work
Attachment B— Compensation and Pricing
Attachment C— Staffing Plan~~

RECITALS

WHEREAS, the Parties executed Contract RCA-017-20010005, effective March 20, 2020 through March 19, 2025, for Organizational Development Services (hereinafter “Contract”); and

WHEREAS, Contractor informed County that Contractor had ended an affiliation with Chapman University and begun an affiliation with the University of Massachusetts; and

WHEREAS, as a result of the new affiliation, Contractor changed its governance – control changed from the Board of Trustees of Chapman University to the University of Massachusetts – and changed its name; and

WHEREAS, the Parties desire to amend the Contract to reflect Contractor’s name change;

NOW THEREFORE, the Parties agree to amend the Contract as follows:

1. The contractor name in the Contract is changed from “Brandman University” to “UMass Global”, effective September 1, 2021. All references in the Contract to “Brandman University” shall be references to “UMass Global”.
2. This Amendment modifies the Contract only as expressly set forth herein. Wherever a conflict in the terms or conditions of this Amendment and the Contract exists, the terms and conditions of this Amendment shall prevail. In all other respects, the terms and conditions of the Contract, including its amendments, remain unchanged, in full force and effect.

~~WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and,~~

~~WHEREAS, Contractor agrees to provide Organizational Development Services to County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,~~

~~WHEREAS, Contractor agrees to accept payment set forth in the Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and,~~

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

ARTICLES

~~GENERAL TERMS AND CONDITIONS:~~

- ~~A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.~~
- ~~B. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.~~
- ~~C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.~~
- ~~D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out of state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. 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:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.~~
- ~~F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made after~~

satisfactory acceptance.

- ~~**G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.~~
- ~~**H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.~~
- ~~**I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.~~
- ~~**J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.~~
- ~~**K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.~~
- ~~**L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.~~
- ~~**M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor~~

~~shall qualify for workers' compensation or other fringe benefits of any kind through County.~~

~~**N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.~~

~~**O. Insurance Provision:** 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.~~

~~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 SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:~~

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

~~**If Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, 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 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate

Required Coverage Forms

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

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

Required Endorsements

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

- ~~1) An Additional Insured endorsement using ISO form CG 20-26-04-13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**~~
- ~~2) A primary non-contributing endorsement using ISO form CG 20-01-04-13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.~~

~~The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, 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) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.~~

~~If Contractor's Professional Liability is a "Claims Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.~~

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

~~Insurance certificates should be emailed to CEOPOInsurance@ocgov.com.~~

~~If email is not possible, then Insurance certificates should specifically be forwarded to:~~

~~County of Orange
c/o: CEO/County Procurement Office
Attn: Insurance
1300 S. Grand Ave., Ste. A, 2nd Floor
Santa Ana, CA 92705-4434~~

~~Any insurance documents not addressed as shown above will be "Return to Sender".~~

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

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

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

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

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

~~**Q. Change of Ownership/Name, Litigation Status, 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 terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.~~

~~County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.~~

~~In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.~~

~~The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.~~

~~**R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.~~

~~**S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.~~

~~**T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.~~

~~**U. Freight:** Intentionally Omitted.~~

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

~~**Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, 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 Indemnities") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.~~

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

~~County reserves the right to audit and verify the Contractor's records before final payment is made.~~

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

~~the County to audit records and interview staff of any subcontractor related to performance of this Contract.~~

~~Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.~~

~~**BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.~~

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

~~ADDITIONAL TERMS AND CONDITIONS:~~

~~**1. Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Services.~~

~~**2. Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for five (5) calendar years from that date, unless otherwise terminated by County. This Contract is non-renewable.~~

~~**3. Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.~~

~~**4. 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.~~

~~**5. Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:~~

~~Terminate the Contract immediately, pursuant to Section K herein;~~

- ~~a) Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;~~
- ~~b) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and~~
- ~~c) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.~~

- ~~6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.~~
- ~~7. **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.~~
- ~~8. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.~~
- ~~The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.~~
- ~~9. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.~~
- ~~10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.~~
- ~~11. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract,~~

~~the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.~~

- ~~12. **Consulting Contract Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services Contract or a Contract which includes a consulting component may be awarded a Contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services Contract. Therefore, any consultant that Contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.~~
- ~~13. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.~~
- ~~14. **Contractor Personnel Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.~~
- ~~15. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.~~
- ~~16. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.~~
- ~~17. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the County under this Contract.~~
- ~~18. **Data Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.~~

~~19. **Debarment:** Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.~~

~~20. **Default:** In case of default by Contractor, the County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.~~

~~21. **Disputes – Contract:**~~

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

~~b) The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.~~

~~c) 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.~~

~~d) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.~~

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

~~22. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The Contractor will:~~

~~a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).~~

~~b) Establish a drug free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:~~

~~i. The dangers of drug abuse in the workplace;~~

- ~~ii. The organization's policy of maintaining a drug free workplace;~~
 - ~~iii. Any available counseling, rehabilitation and employee assistance programs; and~~
 - ~~iv. Penalties that may be imposed upon employees for drug abuse violations.~~
- ~~e) Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - ~~i. Will receive a copy of the company's drug free policy statement; and~~
 - ~~ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.~~~~
- ~~d) Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:
 - ~~i. The Contractor has made false certification, or~~
 - ~~ii. The Contractor violates the certification by failing to carry out the requirements as noted above.~~~~

~~23. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.~~

~~24. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.~~

~~Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.~~

~~Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.~~

- ~~25. **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 Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.~~
- ~~26. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.~~
- ~~27. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.~~
- ~~28. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.~~
- ~~29. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.~~
- ~~30. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address~~

~~stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.~~

~~Contractor: Brandman University
Attn: Reagan Forlenzo, Project Manager
16355 Laguna Canyon Rd.
Irvine, CA 92618
Phone: 949 383 3303
Email: rforlenz@brandman.edu~~

~~County: County of Orange
Human Resource Services/ L&OD
Attn: Jamie Crews, Project Manager
333 W. Santa Ana Blvd., 2nd Floor
Santa Ana, CA 92705
Phone: 714 834 7055
Email: HRSLOD@oegov.com~~

~~cc: County of Orange
County Executive Office/County Procurement Office
Attn: Jeff Miller, County DPA
1300 S. Grand Ave., Bldg. A, 2nd Floor
Santa Ana, CA 92705 4434
Email: jeff.miller@oegov.com~~

- ~~31. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.~~
- ~~32. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.~~
- ~~33. **Price Increase/Decrease:** No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30 days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed.~~
- ~~34. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.~~

~~The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the~~

~~Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.~~

- ~~**35. Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services~~
- ~~**36. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.~~
- ~~**37. Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.~~
- ~~**38. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor. Any attempt by the Contractor to subcontract any performance of this Contract shall be invalid and shall constitute a breach of this Contract.~~
- ~~**39. Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.~~
- ~~**40. Usage Reports:** The Contractor shall submit usage reports on a quarterly and annual basis to the assigned Project Manager and Deputy Purchasing Agent. The usage report shall be in a format specified by the County.~~
- ~~**41. Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.~~

~~---SIGNATURE PAGE FOLLOWS---~~

SIGNATURE PAGE

~~IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.~~

BRANDMAN UNIVERSITY*

~~*Pursuant to California Corporations Code Section 313, a contractor that is a corporation, must have two (2) signatures: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.~~

Print Name _____ Title _____

Signature _____ Date _____

Print Name _____ Title _____

Signature _____ Date _____

COUNTY OF ORANGE A political subdivision of the State of California

Gabriela George _____ Deputy Purchasing Agent _____
Print Name _____ Title _____

Signature _____ Date _____

ATTACHMENT A SCOPE OF WORK

I. BACKGROUND

A. **Statement:** County established a list of interested and qualified contractors to be used on an as-needed basis for the provision of learning and organizational development services for two Disciplines: One (1) Learning & Development Services (design, develop and facilitate courses); and, Two (2) Organizational Development Services (onboarding and transition coaching, executive coaching, organizational development consultation, and intervention facilitation).

B. **Introduction:** The County of Orange is a political subdivision of the State of California, located geographically in Southern California and is a public sector governmental entity governed by a five member Board of Supervisors and comprised of 22 Departments with over 18,000 employees. County's core businesses are public safety, public health, public assistance, environmental protection, social services and aviation.

The County's Human Resources Services Department ("HRS") is charged with recruiting, developing and retaining highly qualified employees for the County. The Learning and Organizational Development ("L&OD") team within HRS provides strategic learning programs and organization development services to County departments.

II. ORGANIZATIONAL DEVELOPMENT SERVICES

A. DESCRIPTION OF SERVICES

1. Organizational Development Services shall include and not be limited to:

a) Coaching for management employees ranging from frontline managers to executive-level, as well as individual contributors. Coaching services may be requested for a variety of scenarios, including executive coaching, leadership, onboarding, and transitions.

b) Organizational development and effectiveness consultation, which may include:

(i) assessment;

(ii) design and facilitation of organizational effectiveness interventions at the organizational, team, or individual level; and

(iii) change management consultation.

c) Organizational Development Services shall cover a wide range of assignments such as:

(i) Organizational change management

(ii) Team development

(iii) Team building

(iv) Strategic planning

(v) Group facilitation

(vi) Process design

(vii) Coaching: executive, leaders, onboarding, and transition

(viii) Organizational design

~~(ix) Program design~~

~~(x) Assessments design and analysis: organizational, team, and individual~~

- ~~2. Direction by County Program Manager for Organizational Development Services as set forth above shall be identified and initiated through an identified Program Owner/Project Manager at the beginning of each engagement for services. The Program Owner/Project Manager shall identify the scope of the engagement and shall identify the client(s) and other stakeholders to be included in the process.~~
- ~~3. Services in this Discipline also consist of the Services in Contractor's response to Request for Proposal (RFP) 017-C012172-GG listed in Section II Proposal Response.~~
- ~~4. County reserves the right to add or delete related services as deemed necessary throughout the term of this Contract.~~

B. COACHING SERVICES

~~Ranging from frontline managers to executive level, as well as individual contributors.~~

~~1. Program Objectives:~~

- ~~a) Contractor shall assist County on an as needed basis with coaching for management employees ranging from frontline managers to executive level, as well as individual contributors. Contractors may be called upon to consult, design and/or implement a coaching plan for individuals or a team. The program objective is to identify needs and through coaching sessions achieve outcomes to build upon strengths and improve, if necessary, the working effectiveness of the individual or the team.~~
- ~~b) In addition to the coaching services listed above, Contractors shall coach executives and managers in regards to onboarding services. Onboarding services may include assistance to County Departments on establishing an Onboarding Plan for the individual. It may also include Onboarding coaching services geared towards executives and managers who are new to the County or who are transitioning into new roles within the organization, including transitioning to another department or agency within the County. Prior experience in onboarding coaching and consultation services is mandatory.~~

~~2. Scope of Services:~~

~~Contractor shall:~~

- ~~a) Create a development coaching plan which identifies the tools and methods to be utilized to assess the individual or the team's strengths, needs, knowledge, skills, and abilities.~~
- ~~b) Develop an estimated time frame for evaluating knowledge, skills and abilities.~~
- ~~c) Identify the knowledge, skills, and abilities of each manager or team.~~
- ~~d) Identify the needs to be addressed.~~
- ~~e) Conduct individual or team coaching sessions to address the identified needs.~~
- ~~f) Supply outcome reports, analysis and customer experience feedback to the Project Manager and/or other stakeholders, as requested and directed by County Project Manager.~~

~~3. Frequency of Coaching Engagement, Scheduling & Location:~~

- ~~a) Contractor shall provide Coaching Services as follows and as requested by County:
 - ~~(1) In person at a County of Orange work location, or~~
 - ~~(2) In person at a nearby public place of convenience to County requesting department, or~~
 - ~~(3) Via Skype or conference call, FaceTime, or telephone.~~~~
- ~~b) Length and frequency of Coaching sessions may vary as needed or to accommodate the schedule of the individual being coached.~~
- ~~c) Contractor shall engage in Coaching Services no less than one time per month for the duration of the engagement, including ad hoc sessions as needed.~~
- ~~d) Contractor shall be available for feedback and questions, and to serve as a “sounding board” when needed, either for the requesting County department Project Manager or the coaching participant(s).~~

~~4. Deliverables:~~

- ~~a) Individual Coaching Plan documentation must be submitted by Contractor to County Project Manager prior to the beginning of each coaching engagement.~~
- ~~b) Contractor shall provide a periodic verbal progress summary and ongoing development recommendations for future focus to requesting County Department Project Manager. Results summary and recommendations documentation should be submitted to requesting County department Project Manager at the end of the coaching engagement.~~
- ~~c) After completion of coaching engagements, Contractor shall supply outcome reports, analysis and customer experience feedback as requested by requesting County department Project Manager.~~

~~5. Services in this Discipline also consist of the Services in Contractor’s response to Request for Proposal (RFP) 017-C012172-GG listed in Section II—Proposal Response.~~

~~C. ORGANIZATIONAL DEVELOPMENT CONSULTING~~

~~1. Program Objectives:~~

- ~~a) County has an internal organizational development consulting division, which provides strategic OD services to departments at the individual, team, and organizational level. As needed, Organizational Development may contract with external consultants to provide organizational development services.~~

~~2. Scope of Services:~~

- ~~a) Organizational development consulting requests will vary depending upon the specific engagement; however, all engagements should follow a standard consulting process such as contracting, discovery, analysis & feedback, planning, and implementation. Additionally, evaluation and sustainment components should be included.~~
- ~~b) The need for organizational development services covers a wide range of assignments such as:
 - ~~● Organizational change management~~
 - ~~● Team development~~~~

- ~~Team building~~
- ~~Strategic planning~~
- ~~Group facilitation~~
- ~~Process design~~
- ~~Coaching: executive, leaders, onboarding, and transition~~
- ~~Organizational design~~
- ~~Program design~~
- ~~Assessments design and analysis: organizational, team, and individual~~

e) ~~Services will be done in partnership with the County's internal Organizational Development consulting group.~~

3. ~~Deliverables:~~

a) ~~The deliverables will vary depending on the scope of the specific engagement being requested by County department.~~

4. ~~Services in this Discipline also consist of the Services in Contractor's response to Request for Proposal (RFP) 017-C012172-GG listed in Section II Proposal Response.~~

D. ~~**QUOTE PROCESS:** Contractor shall provide quotes for other service/trainings not listed above on an as needed basis and as requested by County. Contractor shall not start on any project without receiving written confirmation by County. Service/training quotes shall be valid for 365 days.~~

~~ATTACHMENT B~~
~~COMPENSATION AND PRICING~~

~~I. COMPENSATION:~~ This is a usage Contract between County and Contractor to provide Organizational Development Services, as needed and as set forth in Attachment A— Scope of Work.

~~Contractor must accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. There will be no up-front fees and Contractor shall only be compensated as set forth herein below for work performed in accordance with the Attachment A— Scope of Work. **County has no obligation to pay any sum in excess of the Fee specified herein below unless authorized by amendment in accordance with Articles “C” and “P” of the County Contract Terms and Conditions.**~~

~~II. PRICING:~~

SERVICE TO BE PROVIDED	RATE	DESCRIPTION
Coaching Services	\$275/Hour	Applies to: <ul style="list-style-type: none"> • Skills reinforcement/development coaching • Coaching for managers • Onboarding coaching • Transition Coaching • Group coaching Assessments are process
		\$375/Hour
	\$3,000/Flat	Coaching package: includes 10 hours of coaching, assessments and results debrief. Applies to: <ul style="list-style-type: none"> • Skills reinforcement/development coaching • Coaching for managers • Onboarding coaching • Transition Coaching • Group coaching
		\$3,500/Flat
GO Team®	\$2,000 per module	4-hour session. Workbooks are priced separately, per participant
Organizational Development Services	Quote Process	Cost depends on scope of work via quote process
Assessments and Materials		
Everything DiSC Workplace® Profile		\$50 per assessment
Everything DiSC Management® or Work of Leaders Profile®		\$80 per assessment
Thomas-Kilmann Conflict Mode Instrument		\$22 per assessment
Social + Emotional Intelligence Profile		\$105 per assessment
Total SDI Suite		\$220 for suite of 3 assessments

• SDI	• \$80 per assessment
• Strengths Portrait	• \$70 per assessment
• Overdone Strengths Portrait	• \$70 per assessment
MBTI	\$32-\$45 per assessment
StrengthsFinder	\$20-\$70 per assessment
Enneagram online assessment	\$15 per participant
GO Team® Workbook	\$15 per participant
Materials/Assessments not listed	Quote Process

~~**III. PAYMENT TERMS:** Invoices are to be submitted to the user department address, unless otherwise directed in this Contract. Contractor shall reference the Contract number on the invoice. Payment will be net thirty (30) business days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the 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. Contractor shall reimburse the County of Orange for any monies paid to Contractor for services not provided or when services do not meet the Contract requirements.~~

~~Payments made by County shall not preclude the right of 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.~~

~~**IV. PAYMENT (ELECTRONIC FUNDS TRANSFER (EFT)):** County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the department representative listed in the bid.~~

~~**V. INVOICING INSTRUCTIONS:** Contractor shall provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. Invoices must be submitted to the ship-to address indicated on the Subordinate Contract created by the individual Department. Each invoice shall have a unique number and include the following information:~~

- ~~a. Contractor's name and address~~
- ~~b. Contractor's remittance address, if different from a, above~~
- ~~c. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)~~
- ~~d. Name of Requesting County Department~~
- ~~e. Service address~~
- ~~f. Master Agreement (MA) or Contract (CT) number~~
- ~~g. Service Date(s)~~
- ~~h. Service description and prices~~
- ~~i. Sales tax, if applicable~~
- ~~j. Total~~

~~The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to 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.~~

**ATTACHMENT C
STAFFING PLAN**

I.—ORGANIZATIONAL DEVELOPMENT CONSULTING

A.— Primary Staff /Key Personnel to perform Contract duties:

Name	Classification Title	Years of Experience	Number of Years with Respondent
Reagan Forlenzo	Director of Corporate Training	19	4½
Marc Paradis	Program Manager	10	1½
Angela Lund	Program Coordinator	7	7
Michelle Abraham	Instructor	15	3½
Elise Boggs	Instructor	10	7
Adam Coughran	Instructor	20	3½
Mike Gellman	Instructor	15	3
Laura Hunt Newman	Instructor	20	6
Tom Norris	Instructor	25	9
Lizz Pellet	Instructor	30	6
Rick Vander Kam	Instructor	30	19
Mike Warren	Instructor	25	3

B.— Alternate staff/Key Personnel (for use only if primary staff is not available)

Name	Classification Title	Years of Experience	Number of Years with Respondent
Ricardo Lorenzana	Dean	14	9
Erica Leahy	Program Director	20	3
Joy Tiongson	Program Manager	11	1½
Hung Bui	Program Coordinator	20	5½
Michele Reddick	Admin Assistant	10	1

II.— COACHING

A.— Primary Staff/Key Personnel to perform contract duties

Name	Classification Title	Years of Experience	Number of Years with Respondent
Reagan Forlenzo	Director of Corporate Training	19	4½
Marc Paradis	Program Manager	10	1½
Angela Lund	Program Coordinator	7	7
Elise Boggs	Coach	10	7
Mike Gellman	Coach	15	3
Laura Hunt Newman	Coach	20	6
Kyle Menig	Coach	20	Less than 1 yr.
Christopher Veal	Coach	25	1½
Mike Warren	Coach	25	3

B.— Alternate staff/Key Personnel (for use only if primary staff is not available)

Name	Classification Title	Years of Experience	Number of Years with Respondent
Ricardo Lorenzana	Dean	14	9
Erica Leahy	Program Director	20	3
Joy Tiongson	Program Manager	11	1½
Hung Bui	Program Coordinator	20	5½
Michele Reddick	Admin Assistant	10	1

~~Contractor certifies that the primary staff/key personnel in this Attachment C must be used to perform the services in this Contract for the duration of the Contract, unless otherwise requested or approved by County. Substitution or addition of primary staff/key personnel in any given classification is not allowed unless Contractor receives express prior written consent of the County Project Manager.~~

~~Contractor has the right to involve staff/personnel, as their services are required, but only with County's express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required.~~

~~County has the right to remove any personnel from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information for the request to remove a Contractor's staff/personnel and Contractor is required to comply within the time requested.~~