



CONTRACT
BETWEEN **AMENDMENT NUMBER ONE**
TO
CONTRACT
The **COUNTY OF ORANGE**
AND
INNOVATIVE EMERGENCY MANAGEMENT, INC.
FOR
FINANCIAL COST RECOVERY
CONSULTING SERVICES

FILE FOLDER No. C028800

**CONTRACT MA-017-20011849
FOR
FINANCIAL COST RECOVERY CONSULTING SERVICES**

~~THIS Contract MA-017-20011849 for Financial Cost Recovery Consulting Services, FOR~~
FINANCIAL COST RECOVERY CONSULTING SERVICES

This Amendment Number One (hereinafter ~~referred~~ “Amendment”) to ~~as~~ “Contract” Number MA-017-20011849 is made and entered into ~~as of the date fully executed upon execution of all necessary signatures~~ by and between the County of Orange, a political subdivision of the State of California, (hereinafter ~~referred to as~~ “County”) and Innovative Emergency Management, Inc., (hereinafter ~~referred to as~~ “Contractor”) a Louisiana corporation, with County and Contractor sometimes referred to individually as ~~(“Party”)~~ or collectively as (“Parties”).

RECITALS

RECITALS

WHEREAS, County ~~solicited via a Request for Proposal (“RFP”) and Innovative Emergency Management, Inc. executed Contract MA-017-20011849 for Financial Cost Recovery Consulting Services; and, effective May 18, 2020 through and including May 17, 2021, in a total amount not to exceed \$200,000 (hereinafter “Contract”); and~~

WHEREAS, Parties now desire to enter into this Amendment to renew the Contract for one additional year effective May 18, 2021 through and including May 17, 2022 in an amount not to exceed \$280,000 for this renewed term and to amend Attachment B.

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

1. The Contract is renewed for a term of one (1) year, effective May 18, 2021 through May 17, 2022.
2. The first paragraph of Attachment B, Compensation and Pricing, Section I. Compensation, of the Contract is amended to state as follows:

“This is a usage Contract between the County and the Contractor ~~responded to RFP and represented that Contractor is qualified to provide for~~ Financial Cost Recovery Consulting Services to County; and, as provided in Attachment A, Scope of Work. The total compensation under this Contract shall not exceed \$200,000 for services performed between May 18, 2020 and May 17, 2021 and \$280,000 for services performed between May 18, 2021 and May 17, 2022, for a revised cumulative total amount not to exceed \$480,000.”

~~WHEREAS, Contractor agrees to provide Financial Cost Recovery Consulting 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 Contractor’s 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 Amendment modifies the 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 all previous amendments, only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. ~~Acceptance/Payment:~~** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. ~~Warranty:~~** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. ~~Patent/Copyright Materials/Proprietary Infringement:~~** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through

services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County 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 or Sub-Contracting:~~** The terms, covenants, set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment and the Contract, including all previous amendments, the terms 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 Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same of this Amendment shall prevail. In all other respects, the terms and conditions as set forth herein for Contractor.

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

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

- ~~1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and~~

~~Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and of the Contract, including its previous amendments.~~

- ~~2) 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.~~

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

~~B. 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) 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 are "Claims Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.~~

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

~~Insurance certificates should be emailed to **CEOCPOInsurance@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/County Procurement Office 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.~~

~~**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 unchanged, in full force and effect and shall in no way be affected, impaired or invalidated thereby.~~

~~V. — **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.~~

~~W. — **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.~~

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

~~Y. — **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.~~

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

~~County will provide reasonable notice of such an audit or inspection.~~

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

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

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

~~**AA. 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.~~

~~**BB. 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 Financial Cost Recovery Consulting Services under a usage Contract.~~
2. ~~**Term:** This Contract shall be effective May 18, 2020 and shall continue for one (1) year, with four one year renewal options, unless otherwise terminated as provided herein.~~
3. ~~**Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.~~
4. ~~**Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. The Contractor agrees to supply services requested, as needed by the County, at rates/prices listed in the Contract, regardless of quantity requested.~~
5. ~~**County's Project Manager:** The County Project Manager, as specified in Article "19" Notices, will act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.~~

~~The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 3 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.~~

6. ~~**Contractor's Project Manager:** Contractor Project Manager, as specified in Article "19" Notices, will 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.~~
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. ~~**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 three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange DPA.~~
9. ~~**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.~~

~~Data—~~

- ~~10. **CONTRACT 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.~~
- ~~11. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.~~
- ~~12. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.~~
- ~~13. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County DPA. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County.~~
- ~~14. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:~~
- ~~a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;~~
 - ~~b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.~~
 - ~~c. Terminate the Contract immediately without penalty.~~
- ~~15. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County DPA by way of the following process:~~

- ~~a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.~~
- ~~b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.~~

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

~~Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 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 Terminate for Convenience as stated in Section K herein.~~

- ~~16. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.~~
- ~~17. **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.~~
- ~~18. **Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30 days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.~~
- ~~19. **Notices:** Any and all notices, request 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: _____ Innovative Emergency Management, Inc.
 _____ Attn: Jeannine Williams
 _____ 2801 Slater Road, Suite 200
 _____ Morrisville, NC 27560

~~Phone: 919 990 8191~~
~~Email: contracts@iem.com~~
~~County: Orange County Sheriff's Department~~
~~Emergency Management Division~~
~~Attn: Michelle Anderson, Deputy Director (County Project Manager #1)~~
~~2644 Santiago Canyon Road~~
~~Silverado, California 92676~~
~~Telephone: 714 628 7158~~

~~County Executive Office/Finance + Budget Office~~
~~Attn: Lisa Bohan Johnston, Director (County Project Manager #2)~~
~~333 W. Santa Ana Blvd., Room 314~~
~~Santa Ana, CA 92701~~
~~Office: 714 834 3530~~

~~County Executive Office/County Procurement Office~~
~~Attn: Sapreena Leoso, Deputy Purchasing Agent~~
~~1300 S. Grand Ave., Bldg. A, 2nd Floor~~
~~Santa Ana, CA 92705 4434~~
~~Phone: 714 567 7363~~
~~Email: Sapreena.Leoso@oegov.com~~

- ~~20. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.~~

~~In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.~~

~~FEDERAL CONTRACT PROVISIONS:~~

~~Contractor shall, as a condition of this contract, and for the duration of the contract and any extension of the contract or surviving conditions contained therein as required by the County, must be in compliance with the following stipulated conditions and applicable federal provisions:~~

- ~~1. **Clean Air Act and Federal Water Pollution Control Act:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.~~

~~Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.~~

- ~~2. **Debarment and Suspension:** Contractor invoices shall include the following language:~~

~~I certify that the above deliverables and/or services were delivered and/or performed specifically for this Contract in accordance with the terms and conditions set forth herein.~~

~~I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Contract is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list (www.medi-cal.ca.gov).~~

- ~~3. Byrd Anti Lobbying Amendment: Contractor shall file Standard Form LLL, "Disclosure Form to Report Lobbying," to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Contractor or Contractor's Subcontractors. In accordance with 31 U.S.C. 1352, Contractor shall also file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Contractor shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.~~
- ~~4. Procurement of Recovered Materials: Contractor shall comply with 2 CFR part 200.322. Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Contract will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Contract that is recovered materials and shall provide such estimate to County upon request.~~
- ~~5. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: Contractor shall, in accordance with 2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:~~
 - ~~5.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;~~
 - ~~5.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;~~
 - ~~5.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;~~
 - ~~5.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and~~
 - ~~5.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.~~

- ~~6. Access to Records: The following access to records requirements apply to this contract:~~
- ~~6.1 The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.~~
 - ~~6.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.~~
 - ~~6.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.~~
 - ~~6.4 In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.~~
- ~~7. Homeland Security Seals, etc.: The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre approval.~~
- ~~8. Compliance with FEMA Requirements: "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."~~
- ~~9. Federal Government Not a Party: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.~~
- ~~10. Program Fraud and False or Fraudulent Statements or Related Acts: "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."~~
- ~~11. Contractor agrees to comply with HUD regulations in 24 CFR Part 135 which implements Section 3 of Housing Urban Development act of 1968.~~

SIGNATURE PAGE FOLLOWS

The

SIGNATURE PAGE

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

INNOVATIVE EMERGENCY MANAGEMENT, INC.*
a State of Louisiana Corporation

**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 ~~or~~ 3) any Vice President. ~~The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.~~

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

 Print Name _____ Title _____

 Signature _____ Date _____

 Print Name _____ Title _____

 Signature _____ Date _____

COUNTY OF ORANGE A political subdivision of the State of California

 Deputy Purchasing Agent
 Print Name _____ Title _____

 Signature _____ Date _____

ATTACHMENT A

SCOPE OF WORK

1. Background

~~The County of Orange has experienced a number of large scale emergencies resulting in Local Proclamations of Emergency, State of Emergency Proclamations and Major Disaster Declarations. These have come in the form of winter storms, wildfires, and the current Coronavirus pandemic. The Contractor will work with the County to meet financial cost recovery objectives after the occurrence of a disaster. The County seeks to protect its interests in the event of a disaster by securing Contractor's Financial Cost Recovery Consulting Services as specified in this Contract.~~

2. Scope of Work/Purpose

~~Contractor possesses experience in the entire scope of post disaster recovery management, including experience working with agencies in support of their recovery efforts and ensuring compliance under state and federal aid programs. Contractor will provide all hazards Financial Cost Recovery Consulting Services in accordance with this Contract and as specified in this Scope of Work. Contractor shall:~~

- ~~2.1. Develop a process/system to efficiently submit state and federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close out projects.~~
- ~~2.2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client.~~
- ~~2.3. Provide extensive knowledge, experience and technical competence in dealing with state and federal codes and regulations.~~
- ~~2.4. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.~~
- ~~2.5. Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records.~~
- ~~2.6. Review all data and supporting documentation to determine whether costs appear eligible and are adequately supported.~~
- ~~2.7. Evaluate and assist in the formulation of state and federal Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDD's") and a project's Scope of Work ("SOW").~~
- ~~2.8. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.~~
- ~~2.9. Evaluate alternate and/or improved projects.~~
- ~~2.10. Review Project Worksheets to determine final eligible costs and third-party refunds and reimbursements.~~
- ~~2.11. Reconcile eligible costs and prepare Project Worksheet versions, as necessary.~~

- ~~2.12. Monitor reconstruction efforts, actual versus Project Worksheet scope of repair, and progress payments.~~
- ~~2.13. Perform Project Worksheet closeouts.~~
- ~~2.14. Prepare appeals and arbitration, as required.~~
- ~~2.15. Respond to audit findings, as required.~~
- ~~2.16. Conduct an After Action Report~~

~~3. Goals and Outcomes~~

- ~~3.1. FEMA Public Assistance (PA) and Individual Assistance (IA) Programs Advisory Services Contractor shall:~~
 - ~~3.1.1. Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Post-Katrina Emergency Management Reform Act of 2006, the Sandy Recovery Improvement Act of 2013, and the Disaster Recovery Reform Act of 2018.~~
 - ~~3.1.2. Evaluate and assist in the formulation, execution, and closeout of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in cost estimating, developing detailed damage descriptions and dimensions ("DDD's"), technical assistance, and project scopes of work ("SOW"), and cost estimates ("CEs").~~
 - ~~3.1.3. Evaluate and assist in planning, conducting, documenting, and distributing FEMA interim housing assistance to residents affected by incidents.~~
 - ~~3.1.4. Evaluate and assist in planning, coordinating, and managing large scale debris removal projects in the geographical areas impacted by disaster.~~
 - ~~3.1.5. Provide support and participate in any quality control plan or audit conducted by auditors.~~
 - ~~3.1.6. Meet as necessary and upon County request with County Operational Area (OA), CalOES, and FEMA representatives in connection with the programmatic, financial, contracting, and eligibility and process issues, at the request of the client.~~
 - ~~3.1.7. Evaluate and recommend potential alternate and/or improved cost recovery projects.~~
 - ~~3.1.8. Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.~~
 - ~~3.1.9. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close out projects.~~
 - ~~3.1.10. Preparation of documentation for appeals, arbitrations, and projects and respond to audit findings as requested and with approval by DPA.~~
- ~~3.2. California Disaster Assistance Act Contractor shall:~~

- ~~3.2.1. Provide extensive knowledge, experience, and technical competence in dealing with the California Disaster Assistance Act (CDAA).~~
- ~~3.2.2. Evaluate and assist in the formulation, execution, and closeout of CDAA Project Worksheets. This will involve expertise in cost estimating, developing detailed damage descriptions and dimensions ("DDD's"), technical assistance, and project scopes of work ("SOW"), and cost estimates ("CEs").~~
- ~~3.2.3. Evaluate and assist in planning, coordinating, and managing large scale debris removal projects in the geographical areas impacted by a natural disaster.~~
- ~~3.2.4. Provide support and participate in any quality control plan or audit conducted by auditors.~~
- ~~3.2.5. Meet as necessary with County OA and Cal OES, representatives in connection with the programmatic, financial, contracting, and eligibility and process issues, at the request of the client.~~
- ~~3.2.6. Evaluate and recommend potential alternate and/or improved projects.~~
- ~~3.2.7. Develop a process/system to efficiently submit state grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close out projects.~~
- ~~3.2.8. Preparation of documentation for first and second appeals, and arbitration, and prepare projects for audit and respond to audit findings as requested.~~
- ~~3.3. FEMA 404 and 406 Hazard Mitigation Expertise Contractor shall:~~
 - ~~3.3.1. Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events (both Sections 404 and 406).~~
 - ~~3.3.2. Develop hazard mitigation proposals (HMPs), and if needed benefit cost analysis (BCA), to protect damaged elements and facilities from future damage.~~
 - ~~3.3.3. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre Disaster Mitigation, and other mitigation programs.~~
- ~~3.4. HUD Community Development Block Group Disaster Recovery (CDBG-DR) Contractor shall:~~
 - ~~3.4.1. Provide knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.~~
 - ~~3.4.2. Conduct unmet needs assessments that identify type and location of the community's disaster recovery needs especially in the three core aspects of recovery housing, infrastructure, and the economy.~~
 - ~~3.4.3. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery and develop and~~

~~submit Action Plans.~~

~~3.4.4. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting federal requirements such as documentation, procurement, federal labor standards, fair housing, accessibility, uniform administration, closeout, and monitoring and compliance.~~

~~3.4.5. Provide grant management and project management services for HUD CDBG Programs for grant phases including but not limited to assisting with the program design, pre-application and application process, project development, bidding and pre-construction, construction and closeout associated with the Programs.~~

~~3.5. FHWA/FTA Support Contractor shall:~~

~~3.5.1. Advise and provide technical support for FHWA Disaster Relief and/or FTA Disaster Relief funding.~~

~~3.6. Financial/ Grants Management Support Contractor shall:~~

~~3.6.1. Advise on FEMA's regulation and policy on tracking costs, including direct administrative costs and, to facilitate reimbursement for all eligible client costs.~~

~~3.6.2. Categorize, record, track and file costs in support of the financial reimbursement process, track Project Worksheet status and status of payment from state and federal agencies.~~

~~3.6.3. Provide expertise using existing systems to report information to assist in the management of the disaster recovery programs.~~

~~3.7. Resilient Community Planning Program Support Contractor shall, under the direction of the Emergency Management Division:~~

~~3.7.1. Assist in developing a resilience strategy and program and set goals and strategy early.~~

~~3.7.2. Conduct preparedness related services (including training design and execution) and associated pre-disaster recovery planning (including disaster/financial cost recovery, debris management, and hazard mitigation).~~

~~3.7.3. Conduct response related services (including training design, support of the Emergency Operations Center, and execution).~~

~~3.7.4. Conduct preparedness related services that support (directly or indirectly) a jurisdiction's resilience program.~~

~~3.8. Other federal and state funding programs Contractor shall:~~

~~3.8.1. Review and analyze new funding mechanisms being developed and implemented by federal and state agencies for the purposes of responding to and recovering from COVID-19 pandemic direct and indirect consequences.~~

- ~~3.8.2. Advise the County on eligibility requirements for such mechanisms, application deadlines and requirements.~~
- ~~3.8.3. Provide expertise in identifying County stakeholders which would benefit from such funding mechanisms, coordinating stakeholder meetings, and developing and managing project plans for identified funding mechanisms.~~

~~4. Contractor Delivery Requirements~~

- ~~4.1. The Contractor will be required to track hours of assigned staff and related costs to facilitate reimbursement by FEMA, when applicable. Timesheets will include specific descriptions of tasks performed and results achieved.~~
- ~~4.2. Contractor will create and maintain critical contract lists and project tracking mechanisms to include timelines and deadlines.~~
- ~~4.3. Contractor shall provide training to relevant County staff, as specified by the County, on an annual basis.~~
 - ~~4.3.1. Contractor shall provide training schedule and agenda to the County Project Manager within 30 days of contract execution and within 30 days after each annual contract renewal date. Training schedule and agenda shall be reviewed and approved by County Project Manager in writing.~~
 - ~~4.3.2. Contractor shall notify the County Project Manager in writing within five (5) business days if there is a change in the training schedule and agenda. County Project Manager shall review and approve the change in writing.~~

~~5. After Action Report~~

- ~~5.1. Contractor shall conduct interviews with Emergency Operations Center and Department Operations Centers responders, sector leads, hospitals, etc. regarding lessons learned.~~
- ~~5.2. Contractor shall provide report of findings to the County.~~

ATTACHMENT B **COMPENSATION AND PRICING**

I. — COMPENSATION

~~This is a usage Contract between the County and the Contractor for Financial Cost Recovery Consulting Services as provided in Attachment A, Scope of Work, total compensation under this Contract shall not exceed \$200,000.~~

~~The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs “C” Amendments and “P” Changes of the County’s General Terms and Conditions.~~

~~❖ Travel expenses shall include all expenses incurred such as mileage, parking, lodging, meals, and incidental fees, etc. Any travel expenses incurred must be billed per Orange County Per Diem Rates and itemized on invoice(s).~~

~~NOTE: THIS CONTRACT IS SUBJECT TO FEDERAL FUNDING AND MUST COMPLY WITH ALL APPLICABLE PROVISIONS IN 2 CFR PART 200 APPENDIX II. CONTRACTOR WILL BE SUBJECT TO DEBARMENT VERIFICATION AND MUST HAVE NO ACTIVE EXCLUSIONS FROM RECEIVING FEDERAL FUNDS.~~

II. — CONTRACTOR PRICING

Financial Cost Recovery Consulting Services

Labor Category	Hourly Rate
<u>Subject Matter Expert</u> <u>Print Name</u>	<u>Title</u> \$250.00
<u>Signature</u> <u>Project Manager</u>	<u>Date</u> \$174.00
<u>Print Name</u> <u>Disaster Specialist III</u>	<u>Title</u> \$150.00
<u>Signature</u> <u>Disaster Specialist II</u>	<u>Date</u> \$133.00
<u>Disaster Specialist I</u>	\$100.00
<u>Planner</u>	\$115.00
<u>Administrative Support</u>	\$60.00

~~Adjustments to the hourly rates will be considered based on availability of funding and justification of rate increase. Adjusted hourly rates will be based upon mutually agreed rates by both Contractor and the County.~~

- ~~❖ Listing of all labor categories that apply.~~
- ~~❖ Fully Burdened Rate should include hourly rate, fringe benefit rate, overhead rate, general and administrative rate, vacation, sick time, training, etc.~~

Training—Labor

**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

Hourly Rate

<u>Print Name</u> Labor Cost per day (8-hour training)*	<u>Title</u>
	\$150.00
<u>Signature</u>	<u>Date</u>

Cost

- ~~❖ APPROVED AS TO FORM, Office of training is based on a daily rate for an 8-hour training.~~

~~Travel expenses shall include all expenses incurred such as mileage, parking, lodging, meals, and incidental fees, etc. Any travel expenses incurred must be billed per Orangethe County Per Diem Rates and itemized on invoice(s).~~ Counsel, County of Orange, California

Training—Materials

<u>Training Materials</u>	<u>Number of Participants</u>	<u>Unit Cost</u>	<u>Total</u>
<u>Print Name</u> Note	<u>Title</u> 100	\$55.00	\$5,500.00
<u>Signature</u>	<u>Date</u>		

- ~~❖ Estimated number of participants.~~
- ~~❖ Unit cost of training materials is all-inclusive.~~
- ~~❖ Charges include cost of materials development and materials, once training materials are developed for a specific course there will be no future charge for training materials on the same course.~~

III. INVOICE INSTRUCTIONS

~~The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:~~

- ~~a) Contractor's name and address;~~
- ~~b) Contractor's remittance address (if different from above);~~
- ~~c) Name of County Agency Department;~~
- ~~d) Contract number must be referenced on all invoices;~~
- ~~e) Service date(s) Month of Service;~~
- ~~f) Service description;~~
- ~~g) Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN);~~
- ~~h) Total;~~
- ~~i) Invoices shall include the following language:~~

~~I certify that the above deliverables and/or services were delivered and/or performed specifically for this Contract in accordance with the terms and conditions set forth herein.~~

~~I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of the Contract is currently listed or debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list (www.medi-cal.ca.gov).~~

~~The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.~~

Invoices shall be forwarded to:

County of Orange/Sheriff's Department
Emergency Operation Center
Attn: Accounts Payable
2644 Santiago Canyon Road
Silverado, California 92676

IV. PAYMENT TERMS

~~Invoices are to be submitted to the user department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract Number on invoice. Payment shall be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.~~

~~Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.~~

~~Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be constructed as acceptance of any part of the services.~~

~~**V. — ELECTRONIC FUNDS TRANSFER (EFT)**~~

~~The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact Auditor Controller directly via email at admin.vendor@ac.oegov.com.~~