



**CONTRACT MA-012-21010014**

**FOR**

**PROFESSIONAL & TECHNICAL ASSISTANCE FOR  
HOUSING DEVELOPMENT PROGRAM**

**BETWEEN**

**COUNTY OF ORANGE  
OC COMMUNITY RESOURCES**

**AND**

**RSG, INC.**

**CONTRACT MA-012-21010014**  
**BETWEEN**  
**COUNTY OF ORANGE/OCCR/OC HOUSING & COMMUNITY DEVELOPMENT**  
**AND**  
**RSG, INC.**  
**FOR**  
**PROFESSIONAL & TECHNICAL ASSISTANCE FOR HOUSING DEVELOPMENT PROGRAM**

This Contract for Professional & Technical Assistance for Housing Development Program, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, OC Community Resources (OCCR)/OC Housing & Community Development, a political subdivision of the State of California, with a place of business at 1501 E. St. Andrew Place, Santa Ana, CA 92705-4930; hereinafter referred to as “County”, and RSG, Inc., with a place of business at 17872 Gillette Ave., Suite 350, Irvine CA 92614; hereinafter referred to as “Contractor”, with County and Contractor sometimes referred to as “Party”, or collectively as “Parties”.

**ATTACHMENTS**

- Attachment A – Scope of Work
- Attachment B – Compensation/Payment
- Attachment C – Fees/Cost
- Attachment D – Staffing Plan
- Attachment E – Certification of Return or Destruction and Non-data Breach
- Exhibit 1– Housing Funding Strategy

**RECITALS**

**WHEREAS**, County issued a Request for Proposal (RFP # 012-C027853-GG) for Professional & Technical Assistance for Housing Development Program; and

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

**WHEREAS**, the County agrees to pay the Contractor based on the fees as further set forth in Attachment B, Compensation/Payment and Attachment C, Fees/Cost; and

**NOW, THEREFORE**, the parties mutually agree as follows:

**ARTICLES**

**I. 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 A, B, C, D, E, and Exhibit I 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 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 indemnitaries as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or

trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors

performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

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

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

**Qualified Insurer:**

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

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

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory

Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate

**Required Coverage Forms:**

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 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 "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's clause also known as a "separation of insured" clause (standard in the ISO CG 0001 policy).

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified 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 the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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.

Upon the earlier of: the expiration of this Contract or the request (at any time) of County, the recipient party shall, at the County's option and pursuant to the County's written authorization, either: (a) promptly securely destroy all copies of all County and County-related records and information obtained

from the County or furnished to the Contractor under this Contract, or Contractor's approved subcontractors and employees, and confirm such destruction to the County in writing by executing the Certificate of Return or Destruction and Non-data Breach attached hereto as Attachment E, or (b) return to the County all County and County-related records and information obtained from the County or furnished to the Contractor under this Contract, and Contractor's approved subcontractors and employees, and confirm such return to the County in writing by executing the Certification of Return or Destruction and Non-data Breach attached hereto as Attachment E.

Contractor's confidentiality obligations in this Contract and the obligations of this Section S shall survive the termination or expiration of the Contract and all related subordinate contracts.

- 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 Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight:** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which



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

- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- The County reserves the right to audit and verify the Contractor's records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.
- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

## II. ADDITIONAL TERMS AND CONDITIONS:

- 1. Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as set forth in the Scope of Work, attached hereto as Attachment A and incorporated by this reference.

2. **Term of Contract:** This Contract shall commence on September 1, 2020 or upon execution of all necessary signatures, whichever comes later, and continue through June 30, 2025, unless otherwise terminated by County.
3. **Compensation/Payment and Fees/Cost:** The Contractor agrees to accept the specified compensation, as set forth in Attachment B – Compensation/Payment and Attachment C – Fees/Cost, as full remuneration for performing all services and materials called for. The Contractor assumes responsibility for performance of all its duties and obligations hereunder.
5. **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.
6. **Adjustments-Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of the County assigned Deputy Purchasing Agent.
7. **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.
8. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “Z” above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
9. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Terminate the Contract immediately, pursuant to Section K herein;
  - b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
10. **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.
11. **Confidentiality of Contractor’s Records:** Contractor agrees to maintain the confidentiality of its records pursuant to all statutory laws relating to privacy and confidentiality as now in existence or as hereafter amended or changed. All records and information concerning any and all matters referred to

the Contractor by the County shall be considered and kept confidential by the Contractor and the Contractor's officers, employees, agents, sub-contractors, and sub-tiers. Information obtained by the Contractor in the performance of this Contract shall be treated as strictly confidential and shall not be used by the Contractor for any purpose other than the performance of this Contract.

12. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
13. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
14. **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.
15. **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 (3) 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 Deputy Purchasing Agent.
16. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
17. **Covenant against Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of getting business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and, its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee from the Contractor.

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 certifies 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. Where contractor as the recipient of recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

**20. Disputes – Contracts:**

- 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 Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

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

- 21. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County 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.

**22. 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.

**23. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: RSG, Inc.  
17872 Gillette Ave., Suite 350  
Irvine, CA 92614  
Attn: Tara E. Matthews  
Phone: 714-541-4585 ext. 111  
E-mail: [tmatthews@webrsg.com](mailto:tmatthews@webrsg.com)

For County: OC Community Resources/OC Housing & Community Development  
Attn: Michelle Zdeba  
1501 East St. Andrew Place  
Santa Ana, CA 92705  
Phone: 714-480-2994  
Email: [michelle.zdeba@occr.ocgov.com](mailto:michelle.zdeba@occr.ocgov.com)

Assigned DPA: OC Community Resources/Purchasing  
Attn: Grace Gutierrez  
601 North Ross Street, 6th Floor  
Santa Ana CA 92701  
Phone: 714-480-2771  
Email: [grace.gutierrez@occr.ocgov.com](mailto:grace.gutierrez@occr.ocgov.com)

**24. 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 remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the 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.

**25. Precedence:** The Contract documents consist of this Contract and its attachments and exhibit. 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 and exhibit.

**26. 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.

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

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 28. 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 three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 29. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

- 30. Reports/Meetings:** 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.

- 31. Responsibility of the Contractor:** The Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all reports, documentation, and services furnished by the Contractor under this Contract. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract. The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Work.

- 32. State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor’s financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
- 33. 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.
- 34. Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
- 35. Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party contractor to provide services as specified in this Contract.
- 36. Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination, County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 37. Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract. All materials, documents, data or information, including any copies, and all County Employees Workers’ Compensation claim files, must be returned to the County at the end of this Contract.
- 38. 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.

**39. Contract Award – Multiple:** The County reserves the right, at its sole discretion, to make multiple awards to bidders/proposers for services requested in this solicitation.

- Signature Page Follows -



**SIGNATURE PAGE**

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

**RSG, INC.\***

*\* 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*

*The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.*

\_\_\_\_\_  
*Print Name* *Title*

\_\_\_\_\_  
*Signature* *Date*

\*\*\*\*\*

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

\_\_\_\_\_  
*Print Name* *Title*

\_\_\_\_\_  
*Signature* *Date*

**ATTACHMENT A**  
**SCOPE OF WORK**

**I. INTRODUCTION**

This Contract will provide assistance to OC Community Resources (OCCR) Department. The purpose of this Contract is to provide professional and technical assistance to OCCR staff in the areas of Multi-Family and Single-Family Affordable Rental Housing Development, Homeownership, Owner-Occupied Rehabilitation programs and overall affordable housing development utilizing federal, state, and local funding sources.

**II. BACKGROUND**

OCCR is requesting professional and technical assistance in the implementation of its housing development, homeownership, and housing preservation programs. This service Contract is part of the overall Affordable Housing Strategy (June 2018) for the creation and development of affordable housing programs, which result in the creation and preservation of housing units throughout Orange County. The Affordable Housing Strategy, aka Housing Funding Strategy is attached hereto as Exhibit 1. Due to the finite number of resources and the complexity of the programs, the need for training and technical expertise in the area of affordable housing development is constant.

**III. SCOPE OF SERVICES**

Contractor shall perform services described in the Contract, which include, but are not limited to, the following:

**A. Assist staff in planning and implementing Multi-Family and Single-Family Affordable Housing Development Requests for Proposals (RFPs), Expressions of Interest (EOIs) and Notices of Funding Availability (NOFAs) including, but are not limited to the following services:**

1. Assist staff in writing/revising RFPs, EOIs & NOFAs.
2. Review and comment on evaluation and underwriting process.
3. Review and comment on RFPs/EOIs/NOFAs for compliance with Federal, State, and Local regulations for affordable housing development.
4. Assist staff in evaluating submitted proposals according to RFPs/EOIs/NOFAs criterion.
5. Review and comment of staffs RFPs/EOIs/NOFAs proposal evaluations and funding recommendations.
6. Review and comment on OCCR contracts and loan documents associated with multi-family and single-family rental housing development projects.
7. Attend and assist staff with Bidders Conference as needed.
8. Assist staff in assessing program performance and procedural evaluation of RFPs/EOIs/NOFAs process.

**B. Assist Staff in financial analysis of existing projects and programs including:**

1. Assist staff in evaluating existing programs and new programs or projects for financial feasibility.
2. Review and recommend restructuring alternatives for existing projects, as needed.

**C. Assist staff in developing, implementing, monitoring and evaluating homeownership programs, which include, but are not limited to, the following services:**

1. Assist in the identification and review of current and new federal, state, and local homeownership programs and regulations.
2. Assist in identifying new sources of homeownership funding opportunities to be implemented in Orange County.
3. Assist staff with development of Requests for Qualifications (RFQs) or other selection processes for lenders to participate in homeownership programs.
4. Assist staff in evaluating submitted proposals according to RFQs Procurement criterion.
5. Assist in reviewing, processing and coordination of individual homeownership loan applications for program compliance.
6. Assist staff in developing and evaluating overall program objectives.
7. Assist staff in reviewing all loan agreements and other documents associated with homeownership.
8. Attend and assist staff with Bidders Conferences, as needed.
9. Assist staff in evaluating program performance and procedural evaluation of homeownership programs.
10. Assist staff in updating and developing policies and procedures for homeownership programs.
11. Assist staff in developing and implementing monitoring requirements for homeownership programs.

**D. Attend meetings as needed to assist staff, where necessary, in presenting staff recommendations committees, boards and councils.**

**E. Assist staff in developing policies and procedures to underwrite and recommend housing development projects or programs. Services will include, but will not be limited to:**

1. Providing staff with current industry standards and underwriting policies.
2. Assist staff in developing a written procedure manual for project underwriting.
3. Assist staff in underwriting and recommending appropriate levels of County assistance for affordable housing projects and programs.

**F. Provide training to staff in affordable housing development practices including, but not limited to:**

1. Federal, state, and local funding sources.
2. The affordable housing development process.
3. Compliance and monitoring of affordable housing.

**G. Assist staff with review and comment on legislative issues associated with affordable housing development and homeownership programs including, but not limited to:**

1. Low-income Housing Tax Credits
2. Changes in federal HUD regulations
3. Tax Exempt Bond Program

4. State of California-Housing & Community Development Programs
5. Mental Health Services Act Housing Program
6. New Market Tax Credit Program
7. New State and Federal affordable housing funding sources

**H. Assist staff with grant writing.**

- I. Provide technical assistance and consultation to County Staff in planning and development of Mental Health Services Act (MHSA) Housing in Orange County, including assistance in modeling the production of MHSA Housing units and identifying housing targets and strategies.**

**IV. AMENDMENTS - CHANGES/EXTRA WORK**

The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

**V. COUNTY RESPONSIBILITIES**

1. County will assign a County Project Manager and coordinate work closely with Contractor.
2. County Project Manager will monitor and track project status to ensure it is progressing within the project timeframe.
3. County Project Manager will review and approve all work, materials, reports, and deliverables required in this Contract.

**ATTACHMENT B**  
**COMPENSATION/PAYMENT**

- I. COMPENSATION:** This is an all-inclusive, firm, fixed fee Contract between County and Contractor for all other services provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with County Contract Terms and Conditions.

**The annual Contract amount shall not exceed \$150,000.00, for a total cumulative Contract amount shall not to exceed ~~\$750,000.00~~~~\$765,000.00~~\$950,000.00.**

TERM	EFFECTIVE DATE	ANNUAL AMOUNT
Year 1	9/1/2020 – 6/30/2021	\$150,000.00
Year 2	7/1/2021 – 6/30/2022	<del>\$150,000.00</del> <del>\$165,000.00</del> \$200,000.00
Year 3	7/1/2022 – 6/30/2023	<del>\$150,000.00</del> \$200,000.00
Year 4	7/1/2024 – 6/30/2024	<del>\$150,000.00</del> \$200,000.00
Year 5	7/1/2024 – 6/30/2025	<del>\$150,000.00</del> \$200,000.00
<b>TOTAL CONTRACT AMOUNT</b>		<del>\$750,000.00</del> <del>\$765,000.00</del> \$950,000.00

- II. FIRM RATE:** Contractor guarantees that rates quoted are equal to or less than rates quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no rate increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- III. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, online research services, travel, parking, and any and all “out of pocket” expenses incurred by the Contractor while on County sites during the performance of work and services under this Contract, unless otherwise specified. The Contractor shall be responsible for payment of all parking costs and expenses incurred at a County facility while performing work under this Contract, except to the extent the County facility has free parking available to the public and the Contractor makes appropriate use of this free parking. However, the County will not provide free parking to the Contractor in the County Civic Center.
- Contractor shall bill for the actual number of hours worked. Contractor shall notify County in advance if any task requires an additional time commitment to complete. County approval is required before Contractor can work additional hours/time on the project.
- IV. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed, to the bill to address specified under Section VI – Billing Instructions, unless otherwise directed in this Contract.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County, 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 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 services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

**V. TAX ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

**VI. BILLING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Agency/department address
5. Contract Number – **MA-012-21010014**
6. Federal Tax I.D. Number
7. Date of service
8. Service description
9. Total

**Billing Address:** All invoices shall be billed to:

County of Orange  
 OC Community Resources  
 Attn: Accounts Payable  
 601 N Ross Street, 6<sup>th</sup> Floor  
 Santa Ana, CA 92701

Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

**VII. PAYMENT (ELECTRONIC FUNDS TRANSFER [EFT]):** The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment 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 agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

**ATTACHMENT C****FEES/COST**

Contractor fees/rates for all services identified in Attachment A, unless otherwise specified herein.

- I. Fees specified herein shall be inclusive of all costs for labor, transportation (e.g., vehicles, gas, etc.), overhead, profit, and all other costs associated with providing Professional & Technical Assistance for Housing Development Program described herein.

<b>Classification/Title</b>	<b>Hourly Rate</b>
Principal	\$275.00
Director	\$275.00
Senior Associate	\$200.00
Associate	\$185.00
Senior Analyst	\$150.00
Analyst	\$135.00
Research Assistant	\$125.00

*Note: County will require the fee be based on a per transaction cost if Contractor services is for homeownership programs.*

**ATTACHMENT D**  
**STAFFING PLAN**

**I. Primary Staff/Key Personnel to perform Contract duties**

<b>Name</b>	<b>Classification</b>
Tara Matthews	Principal & Management Contact
Suzy Kim	Senior Associate & Project Manager
Jim Simon	Principal
Lynn Kelly-Lehner	Director
Mark Sawicki	Director
Dominique Clark	Senior Associate
Greg Smith	Senior Associate
Brandon Fender	Associate
Rosa Romero	Associate
Alan Ale	Analyst
Wesley Smith	Analyst
Matthew Pelletier	Analyst

**II. Alternate Staff/Key Personnel (for use only if primary is not available)**

<b>Name</b>	<b>Classification</b>
Alex Lawrence	Associate
Greg Cleary	Senior Analyst
Jake Nieto	Analyst
Kyle Westra	Analyst
<del>Matthew Pelletier</del>	<del>Analyst</del>
Maggie Stanko	Analyst

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the County. Substitution or addition of Contractor's Key Personnel in any given classification/title shall be allowed only with prior written approval of the County Project Manager. During the Term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing Services/Deliverables to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

**III. Sub-Contractor(s)**

In accordance with Article I, Assignment, listed below are sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's sub-contractors in any given project function shall be allowed only with prior written approval of the County Project Manager.



<b>Company Name &amp; Address</b>	<b>Contact Name and Telephone Number</b>	<b>Project Function</b>
None		

**ATTACHMENT E**

**CERTIFICATION OF RETURN OR DESTRUCTION AND NON-DATA BREACH**

Upon the earlier of the closing of this project engagement, as a result of completion and/or other means, or the request (at any time) of County, Contractor shall (1) thoroughly complete the tables herein with information sufficient to allow the County to account for its documents, materials, and information and ensure their secure return or destruction; (2) at the County's option and pursuant to the County's written authorization: (a) return all copies of documents, materials, and information obtained from, or on behalf of, the County; and/or (b) securely destroy all documents, materials, and information obtained from, or on behalf of, the County; and (3) sign the certification below.

In the event Contractor returns documents, materials, and information to the County, the Contractor shall thoroughly complete the following table (including additional lines as needed):

<b>Contractor</b>	<b>Project</b>	<b>What was supplied to the Contractor and Date</b>	<b>What was returned to the County and Date</b>

In the event the County authorizes certain documents, materials, and information not to be returned to the County and authorized their destruction, Contractor shall securely destroy the residual data in accordance with secure destruction NIST Special Publication 800-88 Revision I (or the most current version) or a documented manner acceptable to the County Chief Security Officer and thoroughly complete the following table (including additional lines as needed):

<b>Contractor</b>	<b>Project</b>	<b>Unique Certificate Number</b>	<b>What was securely destroyed?</b>	<b>When it was securely destroyed?</b>

The undersigned hereby certifies that Contractor has returned or securely destroyed all copies of documents and materials provided to it by, or on behalf of, the County of Orange, as described on the attached Receipt Acknowledgements, other than those documents and materials listed in Attachment A to this certification. The undersigned further certifies that there have been no known or suspected data breaches pertaining to the documents and materials described on the attached Receipt Acknowledgments while they were in the possession, custody or control of **RSG, Inc.** and its approved Affiliates, if any.

**RSG, Inc. for itself and each of its Affiliates and subsidiaries**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**

**HOUSING FUNDING STRATEGY**

**(See Separate Attachment)**