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**AGREEMENT  
BETWEEN THE  
CITY OF ORANGE  
AND THE  
COUNTY OF ORANGE**

**THIS AGREEMENT** is entered into this Twentieth day of March, 2019, which date is enumerated for purposes of reference only, by and between the CITY OF ORANGE, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**WITNESSETH:**

**WHEREAS,** CITY wishes to contract with COUNTY for enhanced fingerprint examiner and related services for major crimes; and

**WHEREAS,** COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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1 **A. TERM:**

2 The term of this Agreement shall be for three (3) years, commencing July 1, 2019  
3 and terminating June 30, 2022 unless earlier terminated by either party in the  
4 manner set forth herein.

5 **B. OPTIONAL TERMINATION:**

6 COUNTY or CITY may terminate this Agreement, without cause, upon ninety (90)  
7 days written notice to the other party.

8 **C. REGULAR SERVICES BY COUNTY:**

9 1. COUNTY, through its Sheriff-Coroner Department, hereinafter referred to as  
10 "SHERIFF", shall render to CITY enhanced fingerprint examination and  
11 related services for criminal investigations as provided in Subsection C-2 and  
12 C-3 below. Criminal investigations include, but may not be limited to,  
13 homicide, aggravated assault, sexual assault, property crimes, etc. and the  
14 services provided by COUNTY pursuant to this Agreement shall be limited to  
15 fingerprint examination and related services for said crimes committed within  
16 the city limits of CITY. COUNTY shall provide the services described herein  
17 for such crimes when requested by CITY's designated police staff, to the  
18 extent that requested services reasonably can be provided by the SHERIFF  
19 personnel assigned to provide services hereunder within the working hours  
20 specified herein.

21 2. SHERIFF shall provide all staffing, supervision, management, training,  
22 services, supplies and equipment necessary to deliver services as provided  
23 in this Agreement. Services will include court testimony by assigned  
24 SHERIFF staff pertaining to the fingerprint examination and related services  
25 provided pursuant to this Agreement.

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1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 3. SHERIFF shall provide CITY with services as follows:

- 3 a. One (1) Lead Forensic Specialist –The Lead Forensic Specialist will be a  
4 dedicated position, assigned to CITY’s Police Department casework on a  
5 full-time basis to conduct fingerprint examinations, automated Fingerprint  
6 Identification System tenprint and latent fingerprint entry and related  
7 services that support the operation of CITY. Office hours will be eight  
8 hours per day Monday through Friday, served at the SHERIFF’s Brad  
9 Gates Forensic Science Center, unless a different work schedule is  
10 requested by CITY and approved by SHERIFF. “Assignment on a full time  
11 basis” means that the assigned COUNTY employee will devote 80 hours  
12 per two-week pay period, less paid holidays, vacation, sick leave and other  
13 types of short-time paid leave available to said employee pursuant to  
14 applicable COUNTY personnel policy, providing services pursuant to this  
15 Agreement. If the assigned COUNTY employee takes vacation or other  
16 leave for a period in excess of 10 successive working days, SHERIFF shall  
17 assign another employee of similar rank and skill level to perform services  
18 hereunder for the remainder of the assigned employee’s extended leave.

19 4. Supplies and Processing

- 20 a. COUNTY will provide supplies needed for fingerprint examination and  
21 related services conducted by SHERIFF.  
22 Included in the supplies to be provided by COUNTY will be digital media  
23 submitted by SHERIFF to the SHERIFF’s photo lab, in conformance with  
24 existing SHERIFF’s policies.
- 25 b. Digital media supplies for cases investigated by CITY personnel are not  
26 included in the services and supplies to be provided by COUNTY pursuant  
27 to this Agreement, but may be provided, at the option of the SHERIFF,  
28 upon payment by CITY of the full additional costs thereof.

1 **D. DUTIES OF CITY:**

- 2 1. CITY and its police personnel shall cooperate with and appropriately assist  
 3 SHERIFF personnel providing services pursuant to this Agreement, so as to  
 4 further the Parties' shared goal of ensuring that fingerprint examinations for  
 5 crimes committed in CITY are conducted accurately, efficiently and in a timely  
 6 fashion, in accordance with the highest professional standards.

7 **E. PAYMENT:**

- 8 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
 9 COUNTY the costs of the services, equipment and supplies provided by  
 10 COUNTY pursuant to this Agreement. Said costs include salaries, wages,  
 11 benefits, mileage, services, supplies, equipment, and divisional, department  
 12 and COUNTY Overhead.
- 13 2. The cost of regular services, equipment and supplies provided by COUNTY  
 14 for the period from July 1, 2019 through June 30, 2020 shall be as follows:

15 **SERVICE**

**COST OF SERVICE**

16 **Personnel Costs:**

- 17 • One (1) Lead Forensic Specialist \$ 144,079

18 **TOTAL COST**

**\$ 144,079.**

- 19 3. COUNTY shall invoice CITY monthly. During the period July 1, 2019 through  
 20 June 30, 2020 said invoices will require payment by City of one-twelfth (1/12)  
 21 of the cost for services referenced in paragraph E-2 of this Agreement.
- 22 4. a. By April 15, 2020, and 2021, SHERIFF shall submit to CITY, in writing, a  
 23 recommended level of service and an estimate of the costs to COUNTY of  
 24 providing said services to CITY in the following fiscal year. Said estimate  
 25 shall reflect the full anticipated costs to COUNTY of providing said  
 26 services, equipment and supplies and shall be computed by SHERIFF In  
 27 accordance with current COUNTY cost data. Within thirty days after  
 28 receipt of said cost estimate, CITY shall transmit to SHERIFF its written

1 **E. PAYMENT:** (Continued)

2 acceptance or rejection of said estimates. CITY's Chief of Police is hereby  
3 authorized to determine whether to accept or reject said cost estimates.

4 b. If CITY accepts said cost estimate, then SHERIFF or her designee, on  
5 behalf of COUNTY, and CITY's Chief of Police, on behalf of CITY, are  
6 authorized to execute a written amendment to this Agreement reflecting  
7 the service level and CITY's obligation to pay said cost for the ensuing  
8 fiscal year. Said amendment shall not change other terms and conditions  
9 of this Agreement, except the service level and cost, unless first approved  
10 by COUNTY's Board of Supervisors and CITY's Council. SHERIFF and  
11 CITY's Chief of Police shall cause originals of any amendments to this  
12 Agreement that are executed to be filed with COUNTY's Clerk of the Board  
13 of Supervisors and CITY's Clerk immediately upon execution.

14 c. If the Parties are unable to agree by June 30 of any fiscal year on the level  
15 of service to be provided by COUNTY to CITY or on the amount to be paid  
16 by CITY for services to be provided by COUNTY for the following fiscal  
17 year, this Agreement will terminate as of September 30, of the following  
18 fiscal year. The period of July 1 through September 30, if applicable,  
19 provides the Parties up to the date of termination on September 30 to  
20 continue contract negotiations. During said period of continuing  
21 negotiations July 1 through September 30, COUNTY will provide the level  
22 of service provided in the preceding fiscal year, and CITY shall be  
23 obligated to pay the cost of such services provided in the prior fiscal year.  
24 The full cost of such services may exceed the cost of similar services  
25 provided in the prior fiscal year.

26 5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'  
27 approved County Billing Policy, which is attached hereto as Attachment A,  
28 and incorporated herein by this reference.

1 **E. PAYMENT:** (Continued)

2 6. COUNTY shall charge CITY late payment penalties in accordance with  
3 COUNTY Board of Supervisors' approved County Billing Policy.

4 7. The cost of potential future salary and benefit increases or decreases are not  
5 included in the costs set forth in Subsection E-2 of this Agreement. If COUNTY  
6 incurs or becomes obligated to pay for any such increases for or on account  
7 of personnel whose costs are included in the calculations of costs charged to  
8 CITY hereunder, CITY shall pay COUNTY, in addition to the cost of service  
9 set forth in Subsection E-2 of this Agreement, the full costs of said increases  
10 to the extent such increases are attributable to work performed by such  
11 personnel after July 1, 2019, and CITY's cost of service hereunder shall be  
12 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
13 such increases on a pro-rata basis over the portion of the period between  
14 July 1, 2019 and June 30, 2020 remaining after COUNTY notifies CITY that  
15 increases are payable.

16 In the event that salaries and benefits costs for COUNTY employees  
17 decrease for or on account of personnel whose costs are included in the  
18 calculations of costs charged to CITY hereunder, COUNTY shall notify CITY  
19 of decreased cost and bill accordingly.

20 **F. NOTICES:**

21 1. Except for the notices provided for in subparagraph 2 of this paragraph, all  
22 notices authorized or required by this Agreement shall be effective when  
23 written and deposited in the United States mail, first class postage prepaid  
24 and addressed as follows:

25 **CITY:** LIEUTENANT - ADMINISTRATION  
26 ORANGE POLICE DEPARTMENT  
27 300 E. CHAPMAN AVE.  
28 ORANGE, CA 92866

1 **F. NOTICES:** (Continued)

2           **COUNTY:**           DIRECTOR  
3                                   ORANGE COUNTY CRIME LABORATORY  
4                                   SHERIFF-CORONER DEPARTMENT  
5                                   320 NORTH FLOWER STREET  
6                                   SANTA ANA, CA 92703  
7  
8                                   LAW ENFORCEMENT CONTRACT MANAGER  
9                                   SHERIFF-CORONER DEPARTMENT  
10                                  FINANCIAL/ADMINISTRATIVE SERVICES DIVISION  
11                                  320 NORTH FLOWER STREET, SUITE 108  
12                                  SANTA ANA, CA 92703

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14           2. Termination notices shall be effective when written and deposited in the  
15           United States mail, certified, return receipt requested and addressed as  
16           above.

17 **G. STATUS OF COUNTY:**

18           COUNTY is, and shall at all times be deemed to be, an independent contractor  
19           and shall be wholly responsible for the manner in which it performs the services  
20           required of it by the terms of this Agreement. Nothing herein contained shall be  
21           construed as creating the relationship of employer and employee, or principal and  
22           agent, between CITY and COUNTY or any of COUNTY's agents or employees.  
23           Nothing herein contained shall be construed as creating the relationship of  
24           employer, or principal and agent, between COUNTY and any of CITY's agents or  
25           employees. COUNTY and its SHERIFF shall retain all authority for rendition of  
26           services, standards of performance, control of personnel, and other matters  
27           incident to the performance of services by COUNTY pursuant to this Agreement.  
28           COUNTY, its agents and employees, shall not be entitled to any rights or

1 **G. STATUS OF COUNTY:** (Continued)

2 privileges of CITY employees and shall not be considered in any manner to be  
3 CITY employees. CITY, its agents and employees shall not be entitled to any  
4 rights or privileges of COUNTY employees and shall not be considered in any  
5 manner to be COUNTY employees.

6 **H. STATE AUDIT:**

7 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be  
8 subject to examination and audit by the State Auditor for a period of three (3)  
9 years after final payment by CITY to COUNTY under this Agreement. CITY and  
10 COUNTY shall retain all records relating to the performance of this Agreement  
11 for said three-year period, except that records pertaining to any audit then in  
12 progress, or any claim or litigation shall be retained beyond said three-year period  
13 until final resolution of said audit, claim or litigation.

14 **I. ALTERATION OF TERMS:**

15 This Agreement fully expresses all understanding of CITY and COUNTY with  
16 respect to this subject matter of this Agreement, and shall constitute the total  
17 Agreement between the parties for these purposes. No addition to, or alteration  
18 of, the terms of this Agreement shall be valid unless made in writing, formally  
19 approved and executed by duly authorized agents of both parties.

20 **J. INDEMNIFICATION:**

21 1. COUNTY, its elected and appointed officials, officers, employees, agents,  
22 subcontractors, independent contractors and those special districts and  
23 agencies for which COUNTY's Board of Supervisors acts as the governing  
24 Board ("COUNTY INDEMNITEES") shall not be deemed to have assumed any  
25 liability for the negligence or any other act or omission of CITY or any of its  
26 officers, agents, employees, subcontractors or independent contractors, or for  
27 any dangerous or defective condition of any public street or work or property  
28 of CITY, or for any illegality or unconstitutionality of state statutes or CITY's

1 **J. INDEMNIFICATION:** (Continued)

2 municipal ordinances. CITY agrees to indemnify, defend with counsel  
 3 approved in writing by COUNTY, and hold all COUNTY INDEMNITEES  
 4 harmless from any claims, demands or liability of any kind or nature, including  
 5 but not limited to personal injury or property damage, arising from or related  
 6 to the services, products or other performance provided by City and including  
 7 those based or asserted upon the condition of any public street or work or  
 8 property of CITY, or upon the illegality or unconstitutionality of any state statute  
 9 or municipal ordinance of CITY of which SHERIFF has investigated an alleged  
 10 or actual violation, or upon any act or omission of CITY, its officers, agents,  
 11 employees, subcontractors and independent contractors related to this  
 12 Agreement. If judgment is entered against CITY and COUNTY by a court of  
 13 competent jurisdiction because of the concurrent active negligence of  
 14 COUNTY or COUNTY INDEMNITEES, CITY and COUNTY agree that liability  
 15 will be apportioned as determined by the court. Neither party shall request a  
 16 jury apportionment.

17 2. COUNTY agrees to defend, indemnify, and hold CITY, and its elected and  
 18 appointed officials, officers, employees, agents, subcontractors and  
 19 independent contractors harmless from any claims, demands or liability of any  
 20 kind or nature, including but not limited to personal injury or property damage,  
 21 arising from or related to the services, products or other performance provided  
 22 by COUNTY pursuant to this agreement. If judgment is entered against  
 23 COUNTY and CITY by a court of competent jurisdiction because of the  
 24 concurrent active negligence of CITY, COUNTY and CITY agree that liability  
 25 will be apportioned as determined by the court. Neither party shall request a  
 26 jury apportionment.

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**IN WITNESS WHEREOF**, the parties have executed the AGREEMENT  
in the County of Orange, State of California.

DATED: \_\_\_\_\_  
CITY OF ORANGE

ATTEST: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

-----  
DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Chairwoman of the Board of Supervisors  
County of Orange, California

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

Attest:

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors  
County of Orange, California

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

BY:   
Deputy

DATED: 3/26/19

**ATTACHMENT A****COUNTY BILLING POLICY  
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992****I. POLICY**

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

**II. DEFINITIONS**

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

**III. FIXED PRICE CONTRACTS**

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
  - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

#### IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

#### V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

## VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

## VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

## VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

**IX. DEFERRED REVENUE**

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

**X. COST RECOVERY**

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

**XI. EXISTING CONTRACTS**

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

**XII. DEVIATIONS FROM POLICY**

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.