

MODEL CONTRACT

BETWEEN

COUNTY OF ORANGE

AND

“SUBRECIPIENT”

FOR

**PUBLIC FACILITIES & IMPROVEMENTS, HOUSING
REHABILITATION AND PUBLIC SERVICES**

<u>CFDA#</u>	<u>FAIN #</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
14.218	Pending	Community Development Block Grant (CDBG)	Department of Housing and Urban Development (HUD)



MODEL CONTRACT

Table of Contents.....	2
Recitals.....	5

TERMS AND CONDITIONS

1. Scope of Contract.....	6
2. Term of Contract	6
3. Contingency of Funds.....	6
4. Maximum Obligation.....	6
5. Changes/Amendments/Extra Work.....	7
6. Breach of Contract	7
7. Conditions Affecting Work	7
8. Conflict of Interest – COUNTY - SUBRECIPIENT's Personnel	7
9. Consulting Contract – Follow On Work.....	7
10. Project Manager, COUNTY	8
11. SUBRECIPIENTS Personnel.....	8
12. SUBRECIPIENT's Project Manager and Key Personnel.....	8
13. Title To Data.....	8
14. County of Orange Child Support Enforcement.....	8
15. EDD Independent Contractor Reporting Requirements	9
16. Licenses	9
17. Disputes – Contract.....	9
18. Gratuities.....	10
19. Termination – Orderly.....	10
20. News/Information Release.....	11
21. Notices	11
22. Ownership of Documents	11
23. Precedence	11
24. Errors and Omissions.....	12
25. Non-Supplantation of Funds	12
26. Satisfactory Work	12
27. Access to Records	12
28. Signature in Counterpart	13
29. Reports/Meeting	13
30. Subcontracting	13

PROGRAM SPECIFIC TERMS AND CONDITIONS

31. Debarment	14
32. Lobbying.....	14
33. Fraud.....	14
34. Fiscal Accountability.....	14
35. Performance Standards.....	15
36. Budget.....	15
37. Payment Requirements.....	15
38. Modification of Budget.....	17
39. Annual Audits	17
40. DUNS Number and Related Information.....	17
41. Program Income.....	18
42. Performance.....	18

43. Performance Monitoring	20
44. Substantial Amendments.....	20
45. Federal Administrative and Related Requirements	20
46. Definitions	30

GENERAL TERMS AND CONDITIONS

A. Governing Law and Venue	33
B. Entire Contract	33
C. Amendments	33
D. Taxes	33
E. Delivery	33
F. Acceptance/Payment.....	33
G. Warranty.....	33
H. Patent/Copyright Materials/Proprietary Infringement.....	34
I. Assignment or Sub-Contracting.....	34
J. Non-Discrimination	34
K. Termination	34
L. Consent to Breach Not Waiver	34
M. Remedies Not Exclusive	35
N. Independent Contractor.....	35
O. Performance.....	35
P. Insurance.....	35
Q. Bills and Liens	38
R. Changes.....	38
S. Change of Ownership.....	38
T. Force Majeure	38
U. Confidentiality.....	38
V. Compliance with Laws.....	39
W. Freight (F.O.B.) (Intentionally left blank)	39
X. Pricing (Intentionally left blank).....	39
Y. Intentionally left blank.....	39
Z. Terms and Conditions (Intentionally left blank)	39
AA. Headings	39
BB. Severability.....	39
CC. Calendar Days	39
DD. Attorney Fees.....	39
EE. Interpretation	39
FF. Authority (Intentionally left blank)	39
GG. Employee Eligibility Verification	40
HH. Indemnification.....	40
II. Audits/Inspections	40
CONTRACT Signature Page.....	42

ATTACHMENTS / EXHIBITS

Attachment A – Scope of Services
Attachment B – Compensation/Payment
Attachment C – BUDGET
Attachment D – Staffing Plan
Attachment E – Performance Standards

- Exhibit 1 – County of Orange Child Support Enforcement
- Exhibit 2 – OC Community Resources Contract Reimbursement Policy
- Exhibit 3 – Certification for a Drug-Free Workplace
- Exhibit 4 – Disclosure of Lobbying Activities

This Agreement, _____ hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1300 South Grand Avenue, Building B, Santa Ana, CA 92705-4407; hereinafter referred to as "COUNTY," and _____, a _____, in the State of California, DUNS Number _____, with a place of business at _____, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS

WHEREAS, COUNTY has applied for and anticipates receiving funds from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383, as amended) for the purpose of funding programs meeting one of the HUD national objectives; and

WHEREAS, a Grant Agreement between HUD and the County of Orange has been entered; and

WHEREAS, COUNTY and Participating Cities previously entered into a Cooperation Agreement effective July 1, 2015 as amended, in which both PARTIES agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activity; and

WHEREAS, SUBRECIPIENT responded or has previously submitted an application approved under the FY _____ RFP for _____ services and/or _____ activities, and was deemed eligible for funding; and

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

WHEREAS, COUNTY Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into this CONTRACT with SUBRECIPIENT to carry out certain program services and activities for the Fiscal Year(s)(_____); and

NOW, THEREFORE, the PARTIES mutually agree as follows:

Terms and Conditions:**1. Scope of Contract**

This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.

2. Term of Contract

This CONTRACT shall commence on July 1, 2017 and continue through June 30, 2018 for one (1) year, unless otherwise terminated by the COUNTY.

3. Contingency of Funds

SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds 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.

4. Maximum Obligation

The total Maximum Obligation of COUNTY to the SUBRECIPIENT for the cost of services provided in accordance with this CONTRACT is \$_____, with individual Maximum Obligation budgets for each Fiscal Year as further detailed in the Budget, identified and incorporated herein by this reference as Attachment C.

5. Changes/Amendments/Extra Work

The SUBRECIPIENT 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's CONTRACT ADMINISTRATOR has the discretion with the SUBRECIPIENT's concurrence, to make changes at any time without changing the scope or price of the CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the SUBRECIPIENT's ability to deliver services, or the project schedule, the SUBRECIPIENT will give COUNTY written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and SUBRECIPIENT 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 CONTRACT ADMINISTRATOR, 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 SUBRECIPIENT from proceeding with the work as original set forth or as previously Amended in this CONTRACT.

All extra work/services are by mutual consent of all PARTIES and may be subject to the approval of the County of Orange Board of Supervisors.

6. Breach of CONTRACT

The failure of the SUBRECIPIENT 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. Afford the SUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- B. Discontinue payment to SUBRECIPIENT for and during the period in which SUBRECIPIENT is in breach; and
- C. Offset against any monies billed by SUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

COUNTY may terminate the CONTRACT immediately, pursuant to Paragraph K "Termination" and Paragraph 19 "Termination – Orderly" herein;

7. Conditions Affecting Work:

The SUBRECIPIENT 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 SUBRECIPIENT to do so will not relieve SUBRECIPIENT from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.

8. Conflict of Interest:

- A. COUNTY Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The SUBRECIPIENT shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
- B. SUBRECIPIENT'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 SUBRECIPIENT; the SUBRECIPIENT's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The SUBRECIPIENT's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

9. Consulting Contract – Follow-On Work:

No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

10. Project Manager, COUNTY:

The COUNTY shall appoint a Project Manager to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The COUNTY's Project Manager shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.

11. SUBRECIPIENT Project Manager and Key Personnel:

SUBRECIPIENT shall appoint a Project Manager to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. The name of the Project Manager shall be provided to the COUNTY. If there is a Project Management change the SUBRECIPIENT will notify the COUNTY in writing prior to the change being made.

The SUBRECIPIENT's Project Manager and Key Personnel shall be assigned to this CONTRACT for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project timelines. SUBRECIPIENT's Key Personnel are those individuals who report directly to the SUBRECIPIENT's Project Manager.

12. SUBRECIPIENT Personnel:

The SUBRECIPIENT warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.

13. Title to Data:

All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the SUBRECIPIENT 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 SUBRECIPIENT 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.

All PARTIES to the CONTRACT acknowledge that the COUNTY shall maintain ownership and control of all data files and the related indexes and pointers to those data files.

14. County Of Orange Child Support Enforcement: In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected SUBRECIPIENT agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- A. In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- C. A certification that the SUBRECIPIENT has fully complied with all applicable federal and State reporting requirements regarding its employees; and

- D. A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the SUBRECIPIENT to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another SUBRECIPIENT. In the event a CONTRACT has been issued, failure of the SUBRECIPIENT to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

15. EDD Independent Contractor Reporting Requirements:

The County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

16. Licenses:

At its own expense, SUBRECIPIENT and its subcontractors, if any, shall, at all time during the term of this CONTRACT, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. SUBRECIPIENT and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entity.

17. Disputes – CONTRACT:

- A. The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the SUBRECIPIENT and the COUNTY, such matter shall be brought to the attention of the CONTRACT ADMINISTRATOR by way of the following process:

1. The SUBRECIPIENT shall submit to the agency/department assigned COUNTY CONTRACT ADMINISTRATOR 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 SUBRECIPIENT's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the SUBRECIPIENT 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 SUBRECIPIENT believes the COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the SUBRECIPIENT agrees to diligently proceed with the provision of services under this CONTRACT. The SUBRECIPIENT'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 CONTRACT ADMINISTRATOR or designee. If the COUNTY fails to render a decision within ninety (90) days after receipt of the SUBRECIPIENT's demand, it shall be deemed a final decision adverse to the SUBRECIPIENT's contentions. Nothing in this Paragraph 17 shall be construed as affecting the COUNTY's right to terminate the CONTRACT for cause as stated in Paragraph K "Termination," herein.

18. Gratuities:

The SUBRECIPIENT warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the SUBRECIPIENT or any agent or representative of the SUBRECIPIENT to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the SUBRECIPIENT agreed to supply shall be borne and paid for by the SUBRECIPIENT. The rights and remedies of the COUNTY provided in this Paragraph 18 shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

19. Termination – Orderly:

After receipt of a termination notice from the County of Orange, the SUBRECIPIENT 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 SUBRECIPIENT. Upon termination COUNTY agrees to pay the SUBRECIPIENT 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.

20. News/Information Release:

The SUBRECIPIENT 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.

21. Notices:

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

For COUNTY:

County of Orange
 OC Community Resources
 Housing and Community Development
 Homeless Prevention
 PROJECT MANAGER
 1300 South Grand Avenue, Building "B" 3rd Flr.
 Santa Ana, CA 92705-4407

County of Orange
 OC Community Resources
 Contract Development & Management
 CONTRACT ADMINISTRATOR
 1501 East St. Andrew Place, 1st Flr.
 Santa Ana, CA 92705-4930

For SUBRECIPIENT:

Name
 Address

22. Ownership of Documents:

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

23. Precedence:

The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the paragraphs of this CONTRACT, and then the attachments and exhibits.

24. Errors and Omissions:

All reports, files and other documents prepared and submitted by SUBRECIPIENT shall be complete and shall be carefully checked by the professional(s) identified by SUBRECIPIENT as Project Manager and key personnel attached hereto, prior to submission to the COUNTY. SUBRECIPIENT agrees that COUNTY review is discretionary and SUBRECIPIENT shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving SUBRECIPIENT's reports, files and other written documents, the reports, files or documents will be returned to SUBRECIPIENT for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by SUBRECIPIENT after COUNTY approval thereof, COUNTY approval of SUBRECIPIENT's reports, files or documents shall not be used as a defense by SUBRECIPIENT in any action between the COUNTY and SUBRECIPIENT, and the reports, files or documents will be returned to SUBRECIPIENT for correction.

25. Non-Supplantation of Funds:

SUBRECIPIENT shall not supplant any federal, State, or COUNTY funds intended for the purposes of this CONTRACT with any funds made available under this CONTRACT. SUBRECIPIENT shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. SUBRECIPIENT agrees that it shall not use funds received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval from COUNTY.

26. Satisfactory Work:

Services rendered hereunder are to be performed to the written satisfaction of COUNTY. COUNTY'S staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

27. Access and Records:

- A. Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this CONTRACT. SUBRECIPIENT shall insert this condition in each contract between SUBRECIPIENT and a subcontractor that is pursuant to this CONTRACT shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. SUBRECIPIENT shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by COUNTY which shall be deemed received upon date of sending. In the event SUBRECIPIENT does not make the above referenced documents available

within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY'S designee, in conducting any audit at the location where said records and books of account are maintained.

- B. Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this CONTRACT shall be kept available at CONTRACTOR'S office or place of business for the duration of this CONTRACT and thereafter, as specified in 2 CFR 200.333-337. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this CONTRACT; or (2) costs and expenses of this CONTRACT to which COUNTY or any other governmental agency takes exception, shall be retained until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- C. Liability. CONTRACTOR shall pay to COUNTY the full amount of COUNTY'S liability to the State or federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR'S failure to perform under this CONTRACT.

28. Signature in Counterparts:

The PARTIES agree that separate copies of the CONTRACT may be signed by each of the PARTIES, and this CONTRACT will have the same force and effect as if the original had been signed by all PARTIES.

29. Reports/Meetings:

The SUBRECIPIENT shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY and the SUBRECIPIENT will meet on reasonable notice to discuss the SUBRECIPIENT's performance and progress under this CONTRACT. If requested, the SUBRECIPIENT and other CONTRACT personnel shall attend all meetings. The SUBRECIPIENT shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.

30. Subcontracting:

No performance of this CONTRACT or any portion thereof may be assigned or subcontracted by the SUBRECIPIENT without the express written consent of the COUNTY. Any attempt by the SUBRECIPIENT to assign or 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 SUBRECIPIENT is authorized by the COUNTY to subcontract, this CONTRACT shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this CONTRACT. In the manner in which the COUNTY expects to receive services, the COUNTY shall look to the SUBRECIPIENT for performance and not deal directly with any subcontractor. All matters related to this CONTRACT shall be handled by the SUBRECIPIENT with the COUNTY; the COUNTY will have no direct contact with the subcontractor in matters related to the performance of this CONTRACT. All work must meet the approval of the COUNTY.

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Program Specific Terms and Conditions

31. Debarment:

SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.

32. Lobbying:

- A. SUBRECIPIENT shall complete and immediately forward to the COUNTY the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if SUBRECIPIENT, or any person, firm or corporation acting on SUBRECIPIENT's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this CONTRACT or funds to be received by SUBRECIPIENT pursuant to this CONTRACT.
- B. SUBRECIPIENT agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

33. Fraud:

SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT. SUBRECIPIENT shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

34. Fiscal Accountability:

- A. Financial Management System: SUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:
 - i. Information pertaining to tuition rates, payments, and educational assistance payments; and
 - ii. Source documentation to support accounting records;
 - iii. Proper charging of costs and cost allocation.
- B. SUBRECIPIENT's Record: SUBRECIPIENT's records shall be sufficient to:
 - i. Permit preparation of required reports; and
 - ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for;
 - iv. Permit tracking and reporting of leveraging as required.
- C. Costs Charged: Cost shall be charged to this CONTRACT only in accordance with the COUNTY and other requirements as required by funding source(s).

35. Performance Standards:

SUBRECIPIENT shall comply with and adhere to the performance accountability standards as described in this CONTRACT and applicable regulations and the activity levels to be utilized by COUNTY for program evaluation and monitoring included, but not limited to those listed in the Attachment E-Performance Standards attached hereto and incorporated herein by reference.

36. Budget

SUBRECIPIENT agrees that the expenditures of any and all funds under this CONTRACT will be in accordance with the Budget, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

37. Payment Requirements:

If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by SUBRECIPIENT, the CONTRACT may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify SUBRECIPIENT at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the COUNTY in the event this provision is exercised and the COUNTY shall not be obligated nor liable for any damages as a result of termination under this provision of this CONTRACT, and nothing herein shall be construed as obligating the COUNTY to expend or as involving the COUNTY in any CONTRACT or other obligation for future payment of money in excess of appropriations authorized by law.

- A. CONTRACT Amount: It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment B-Compensation/Payment to SUBRECIPIENT attached hereto and incorporated herein by reference.
- B. COUNTY will reclaim any unused balance of funds for reallocation to other COUNTY approved projects.
- C. Payment of Project Activities:
 - 1. Payment of Project Activities: COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on August 1, 2017, and must provide adequate documentation as required by COUNTY in accordance with the OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY, as set forth in Exhibit 2, attached hereto and incorporated herein by reference. In addition, SUBRECIPIENT will provide a progress performance report ("GPR INFORMATION FORM") for the time period covered, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by COUNTY.
 - 2. If SUBRECIPIENT has no request for reimbursement during any quarter during the term of this CONTRACT, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.
 - 3. To be determined: To be developed with SUBRECIPIENT during contract

negotiation. The following "Required Expenditure Threshold" criteria have been established to guide the SUBRECIPIENT in structuring and scheduling their expenditure of funds received through this CONTRACT, through term of CONTRACT. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

<u>*Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
January 15 th	50% of Contracted Amount Expended
March 15 th	70% of Contracted Amount Expended
April 15 th	80% of Contracted Amount Expended

4. SUBRECIPIENT will have forty-five (45) days following the expiration of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred during the CONTRACT period. After the forty-five (45) day period for submitting invoices has expired, COUNTY shall reallocate the remaining balance under this CONTRACT for other program purposes and SUBRECIPIENT shall be ineligible for any further reimbursement.
- D. Funds shall not be disbursed for any costs incurred prior to the certification by COUNTY and HUD of Certificate(s) of Insurance as further defined in Paragraph P "Insurance" of this CONTRACT.
- E. Eligible costs related to services provided by SUBRECIPIENT must be incurred during the period beginning July 1, 2017. The Project shall be completed and all funds provided through this CONTRACT shall be expended on eligible Project activities through and including June 30, 2018.
- a. Housing Rehabilitation CONTRACTS and Public Facilities & Improvements CONTRACTS.
- i. SUBRECIPIENT may be eligible to request additional funding up to the maximum set forth in the applicable FY 2017-18 Annual Action Plan if *SUBRECIPIENT* meets or exceeds any one of the Minimum Required Expenditure Thresholds at 50%, 70% or 80% on or prior to the milestone date as set forth in Paragraph 37.C.3.
 - ii. If additional funding is available for allocation to SUBRECIPIENT, SUBRECIPIENT and COUNTY shall first amend the *SUBRECIPIENT SCOPE OF SERVICES* component of this CONTRACT. Furthermore, SUBRECIPIENT shall demonstrate, to the satisfaction of COUNTY that the required Performance Expenditure and Accomplishment Thresholds set forth in Paragraph 42.C will continue to be met before such extension and additional allocation shall be granted.
 - iii. CONTRACT Extension (No Cost Extension)
 1. The term of this CONTRACT and the provisions herein may be extended to cover an additional time period as specified herein.
 2. The date for PROJECT completion and expenditure of all funds may be extended by the DIRECTOR without further action by the BOARD for a period not to exceed six (6) months from June 30, 2018. SUBRECIPIENT must notify the DIRECTOR in writing 45

days prior to June 30, 2018, if they are requesting an extension. For all extensions, the deadline for submittal of invoices shall be forty-five (45) days after the new expiration date.

3. CONTRACT extension provisions are not applicable to PROGRAM ADMINISTRATION activities.
 - b. Housing Rehabilitation CONTRACTS and Public Services CONTRACTS may not be renewed.

38. Modification of Budget:

Upon written approval of COUNTY shall have the authority to transfer allocated program funds from one category of the overall program BUDGET to any other category of the overall BUDGET. No such transfer may be made without the express prior written approval of COUNTY. A modification of the BUDGET may include the addition of any new BUDGET category.

39. Annual Audit:

If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed \$750,000 (seven hundred fifty thousand dollars) as specified in OMB Circular A-133-Revised, 2 CFR Part 200.500- Subpart F-Audit Requirements SUBRECIPIENT shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit similarly prepared audit at SUBRECIPIENT's expense even in instances when SUBRECIPIENT's expenditure is less than \$750,000. SUBRECIPIENT will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program. SUBRECIPIENT will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to COUNTY within six (6) months of the end of each CONTRACT year in which SUBRECIPIENT has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in COUNTY denying reimbursement of funds to SUBRECIPIENT, as well as future funding qualification. SUBRECIPIENTS, which are exempt from statutory audit requirements, shall maintain records, which are available for review by COUNTY or Federal officials. SUBRECIPIENT acknowledges that any and all "Financial Statements" submitted to COUNTY pursuant to this COUNTY become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government.

40. DUNS Number and Related Information:

DUNS Number: A unique, non-indicative 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>

The DUNS Number must be provided to COUNTY prior to the execution of this CONTRACT. SUBRECIPIENT shall ensure all DUNS information is up to date and the DUNS number status is

“active,” prior to execution of this CONTRACT. If COUNTY cannot access the SUBRECIPIENT’s DUNS information related to this federal sub award on the Federal Funding Accountability and Transparency Act Sub award Reporting System (SAM.GOV) due to errors in the SUBRECIPIENT’s data entry for its DUNS number, the SUBRECIPIENT must immediately update the information as required.

41. Program Income:

- A. SUBRECIPIENT shall comply with regulations, as well as all applicable State or COUNTY regulations concerning the reporting and payment procedures for program income.
- B. Definition: Program income means, as provided by 24 CFR § 570.504, gross income received by the SUBRECIPIENT directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period.
- C. Use. The SUBRECIPIENT shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this CONTRACT.
- D. All Program Income accrued shall be returned to COUNTY on a quarterly basis prior to SUBRECIPIENT receiving any reimbursement from grant funds provided under this CONTRACT.
- E. SUBRECIPIENT shall provide information of the receipt of Program Income by SUBRECIPIENT related to Program on all GPR INFORMATION FORMS submitted with requests for reimbursement.
- F. SUBRECIPIENT shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the CONTRACT fiscal year.

42. Performance:

- A. SUBRECIPIENT shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. SUBRECIPIENT also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this CONTRACT.
- B. SUBRECIPIENT shall comply with all applicable HUD regulations, as described in Paragraph 45 “Federal Administrative and Related Requirements” of this CONTRACT, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of COUNTY or HUD and shall be submitted by SUBRECIPIENT in report form to COUNTY by dates specified by COUNTY.
- C. The following “Performance Threshold” criteria shall be used to assess the level of performance of the SUBRECIPIENT, including Attachment A — Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to

be considered in compliance with the performance threshold criteria, the SUBRECIPIENT must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that SUBRECIPIENT has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the COUNTY.

<u>*Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
January 15 th	50% of Contracted Amount Expended 50% of Proposed Accomplishments Met
March 15 th	70% of Contracted Amount Expended 70% of Proposed Accomplishments Met
April 15 th	80% of Contracted Amount Expended 80% of Proposed Accomplishments Met

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will negatively affect future funding to SUBRECIPIENT. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will impact future funding to SUBRECIPIENT.

- D. SUBRECIPIENT shall complete and submit a Year End GPR INFORMATION FORM by July 15, after the close of the CONTRACT fiscal year.
- E. Should the activity being funded through this CONTRACT be completed, cancelled or terminated prior to the termination date set forth herein in this Paragraph 42 "Performance." Additional Terms and Conditions, SUBRECIPIENT shall complete and submit a Mid-Year GPR INFORMATION FORM at the time of the completion, cancellation or termination. Said GPR INFORMATION FORM shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the *Scope of Services*, as set forth in Attachment A, attached hereto and incorporated herein by reference. If activity funded through this CONTRACT is completed, or if funds allocated through this CONTRACT are fully expended, prior to end of CONTRACT term, SUBRECIPIENT must continue to serve its clients for the entire term of this CONTRACT.
- F. SUBRECIPIENT shall complete and submit a GPR INFORMATION FORM in support of all requests for reimbursement. Said GPR INFORMATION FORM shall consist of a cumulative report of project related accomplishments as set forth in Attachment A - *Scope of Services*, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this CONTRACT SUBRECIPIENT has no activity occur during any quarter, SUBRECIPIENT shall prepare and submit to COUNTY a Quarterly GPR INFORMATION FORM, regardless of actual activity.
- G. SUBRECIPIENT acknowledges that the GPR INFORMATION FORM is a monitoring tool that will be reviewed and evaluated to determine SUBRECIPIENT's level of performance relative to this CONTRACT.
- H. SUBRECIPIENT shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program

accountability and progress in accordance with HUD requirements, in the format and at the time designated by COUNTY.

43. Performance Monitoring:

- A. Performance Monitoring of SUBRECIPIENT by COUNTY, State of California and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by COUNTY, State of California or HUD representatives.
- B. COUNTY shall periodically evaluate SUBRECIPIENT's progress in complying with the terms of this CONTRACT. SUBRECIPIENT shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to SUBRECIPIENT.
- C. COUNTY shall monitor the performance of SUBRECIPIENT against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by COUNTY, will constitute non-compliance with this CONTRACT for which COUNTY may immediately terminate the CONTRACT. If action to correct such substandard performance is not taken by SUBRECIPIENT within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in this Paragraph 43 of this CONTRACT.

44. Substantial Amendments:

- A. If any amendment results in a change in the funding amount, that does not trigger a SUBSTANTIAL AMENDMENT, as defined, SUBRECIPIENT SCOPE OF SERVICES, threshold and milestone dates or schedule of activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment executed by Director and SUBRECIPIENT.
- B. In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the COUNTY will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a "Non-Substantial Amendment". In the event that any of these "administrative" reprogramming actions fall under the "Substantial Amendment" criteria, the proposed actions to the Citizen Participation process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

45. Federal Administrative and Related Requirements:

SUBRECIPIENT must comply with all federal requirements as it pertains for 24 CFR Parts 91 and 570. SUBRECIPIENT acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR Part 200, et al. SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.318-326.

A. Financial Management:

1. Accounting Standards:

SUBRECIPIENT agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

internal controls, and maintain necessary source documentation for all costs incurred.

2. **Cost Principles:**

The SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 200, et al; OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State and Local Governments" (and if SUBRECIPIENT is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained:

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 576.506 that are pertinent to the activities to be funded under this CONTRACT. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by federal regulations 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 23 CFR.

2. **Retention:**

SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT for a period of five (5) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD in which the activities assisted under the CONTRACT are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. **Client Data**

- a. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided for a period of five (5) years after the termination of

all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to COUNTY, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, COUNTY monitors, or their designees, for review upon request.

- b. SUBRECIPIENT shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

4. Disclosure

SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.

5. Close-Outs

SUBRECIPIENT's obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with federal and State regulations and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of Paragraph 45, and documentation; disposing of program assets (including the return to COUNTY of all unused materials and equipment); remitting any program income balances and accounts receivable to COUNTY, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including Program Income.

C. **Personnel & Participation Conditions**

1. **Civil Rights**

Compliance

SUBRECIPIENT agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. **Nondiscrimination in Employment and Contracting**

SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.

3. **Affirmative Action:**

SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.

4. **Americans with Disabilities Act:**

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

5. **Drug-Free Workplace:**

The SUBRECIPIENT hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 3, attached hereto and incorporated herein by reference. The SUBRECIPIENT will:

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

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the SUBRECIPIENT may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:

- iii. The SUBRECIPIENT has made false certification, or
- iv. The SUBRECIPIENT violates the certification by failing to carry out the requirements as noted above.

6. **Anti-Lobbying:**

SUBRECIPIENT certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that:

- a. No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal CONTRACT, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or Cooperative Agreement; and
- b. SUBRECIPIENT will complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and
- c. SUBRECIPIENT shall include subject anti-lobbying certification in award documents for all sub-SUBRECIPIENTS at all tiers (including sub-subcontracts, sub-subgrants, and CONTRACT under grants, loans, and Cooperative Agreements) and that all sub-SUBRECIPIENTS shall certify and disclose accordingly.

7. **Employment Restrictions:**

- a. **Prohibited Activity:**
SUBRECIPIENT is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b. **OSHA:**
Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
- c. **Employee Rights**
 - i. **Federal Minimum Wage**
SUBRECIPIENT must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.
- d. **California Minimum Wage**
 - i. SUBRECIPIENT must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-

2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

- e. **Hatch Act:**
SUBRECIPIENT agrees that no funds provided, nor personnel employed under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.
- f. **Religious Organization/Activities:**
In accordance with 24 CFR 570.200(j), SUBRECIPIENT shall not discriminate against faith-based organizations in administering its federal HUD activities. SUBRECIPIENT agrees that funds provided under this CONTRACT will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization or to promote religious interest, or for the benefit of a religious organization.

8. Labor Standards

- a. SUBRECIPIENT agrees to contact COUNTY no less than fourteen (14) days prior to the Pre-Construction Meeting date to seek consultation regarding application of requirements per federal labor standards regulations or Davis-Bacon related Acts.
- b. SUBRECIPIENT will comply with Davis-Bacon Act and/or State Prevailing Wage requirements, when applicable.
- c. SUBRECIPIENT agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of CONTRACT work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable Federal, State and local laws and regulations pertaining to labor standards. SUBRECIPIENT shall maintain all applicable documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request.
- d. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, all SUBRECIPIENTS engaged in contracts of \$2,000.00 or more for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this CONTRACT, shall comply with all applicable federal requirements including Department of Labor regulations, under 29 CFR, Parts 3, 1, 5, 7 and 1926 governing the payment of wages and ratio of apprentices and trainees to journeymen. Nothing hereunder is intended to relieve

- e. SUBRECIPIENT of its obligation, if any, to require payment of the higher rate under state or local laws SUBRECIPIENT shall insert provisions meeting the requirements of this Paragraph in all such CONTRACTS. In case where the Davis-Bacon Act applies, SUBRECIPIENT agrees to submit the Construction Bid Package for this project to COUNTY for modification, SUBRECIPIENT shall construct project in accordance with the approved Construction Bid Package.

9. California Labor Code Compliance

- a. Prevailing Wage laws apply, SUBRECIPIENT hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for COUNTY under this CONTRACT. SUBRECIPIENT herein agrees that SUBRECIPIENT shall post, or cause to be posted, a copy of the most current, applicable Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.

- b. Payroll Records

SUBRECIPIENT agrees that:

Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code "Section 1776". The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.

Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.

Certified copies of all payroll records shall be submitted on a weekly basis to COUNTY through the duration of this CONTRACT.

SUBRECIPIENT acknowledges that failure to comply with Section 1776 may result in a forfeiture of twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.

10. Economic Opportunities

Compliance

SUBRECIPIENT agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT.

SUBRECIPIENT further covenants that in the performance of this CONTRACT no person having such a financial interest shall be employed or retained by SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of COUNTY or SUBRECIPIENT, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

This CONTRACT is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject SUBRECIPIENT and any sub-subrecipients, their successors and assigns, to those remedies specified herein. SUBRECIPIENT certifies and agrees that no conflict exists which would prevent compliance with requirements.

The SUBRECIPIENT agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this CONTRACT:

“The work to be performed under this CONTRACT is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The PARTIES to this CONTRACT agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this CONTRACT, the PARTIES to this CONTRACT certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The SUBRECIPIENT agree to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers’ representative of the SUBRECIPIENT’s commitments under this section clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the CONTRACT is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT’s obligations under 24 CFR part 135.

Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection

with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of CONTRACTS and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. PARTIES to this CONTRACT that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).”

11. Environmental Conditions:

SUBRECIPIENT shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by COUNTY and/or HUD of environmental compliance.

SUBRECIPIENT shall incur no costs for any project-related activity defined in SUBRECIPIENT SCOPE OF SERVICES and COUNTY shall not disburse funds prior to certification by COUNTY and/or HUD for environmental compliance.

SUBRECIPIENT shall provide requested material to COUNTY for the Environmental Review process required by applicable regulations.

a. Air and Water:

SUBRECIPIENT agrees to comply with the following regulations in so far as they apply to the performance of this CONTRACT:

Clean Air Act, 42 U.S.C., 1857, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.

b. Flood Disaster Protection:

SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this CONTRACT, as it may apply to the provisions of this CONTRACT.

c. Lead-Based Paint:

SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this CONTRACT shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, particularly, 24 CFR 35.100 through 35.175. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified with the “Protect Your Family From Lead In Your Home” publication, found at <http://www.epa.gov/lead> that such properties may include lead-based paint.

d. Historic Preservation:

SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Protection of Historic Properties, insofar as they apply to the performance

of this CONTRACT.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- e. **Energy Efficiency Standards:**
SUBRECIPIENT agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.
- f. **Modifications/Transfers of Real Property:**
Any proposed modification or change in use of real property acquired or improved, in whole or in part, by CDBG funds from the use planned at the time of the acquisition or improvement, including disposition, is prohibited.
 - i. SUBRECIPIENT shall ensure that any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:
 - i.i. Used to meet one of the national objectives contained in 24 CFR 570.208 for a period not less than five years, or for such period of time as determined to be appropriate by COUNTY, after expiration of the CONTRACT and close-out of SUBRECIPIENT's participation in the CDBG Program, or, until five years after the close-out of the grant from which the assistance to the property, whichever occurs first; or,
 - i.ii. Disposed of in a manner which results in COUNTY being reimbursed in an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with Paragraph 45.C.6.a.i above.
- g. **Property Records:**
SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to federal and State regulations.
- h. **Equipment:**
SUBRECIPIENT shall use, manage and dispose of equipment in accordance with federal and State regulations.
- i. **Subcontracts:**
 - i. SUBRECIPIENT shall submit all subcontract agreements to COUNTY for review and consent prior to entering into such subcontracts. For construction subcontracts, SUBRECIPIENT shall submit the Construction Bid Package to COUNTY for review and written approval by DIRECTOR or designee prior to advertising for bids and award for the construction contract. SUBRECIPIENT shall construct Project in accordance with the Construction Bid Package, which DIRECTOR approved, unless prior written approval is received from DIRECTOR for modification thereof.
 - ii. SUBRECIPIENT shall assume responsibility for all subcontracted

- services to assure CONTRACT compliance.
- iii. SUBRECIPIENT shall cause all of the provisions of this CONTRACT in entirety to be included in and made a part of any subcontract executed in the performance of this CONTRACT.
 - iv. SUBRECIPIENT shall monitor all subcontracted services on a quarterly basis to assure CONTRACT compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of CONTRACT non-compliance. Documentation shall be made available for periodic monitoring by representatives of COUNTY and/or HUD.
 - j. **Fair Housing:**
SUBRECIPIENT shall affirmatively further fair housing in accordance with 24 CFR 576. Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded sub-recipients. The SUBRECIPIENT has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act, along with all applicable State & Federal requirements.
 - k. **Grantor Recognition:**
SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this CONTRACT. SUBRECIPIENT will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of COUNTY or HUD.
 - l. **Rehabilitation Act:**
SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this CONTRACT.

46. DEFINITIONS:

For the purposes of this CONTRACT the following definitions shall apply:

- A. HUD: United States Department of Housing and Urban Development.
- B. OC COMMUNITY RESOURCES (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
- C. DIRECTOR: DIRECTOR of OC Community Resources, or designee.
- D. PROGRAM INCOME: The gross income received by SUBRECIPIENT directly generated from the use of the subject program funds.

- E. GRANTEE PERFORMANCE REPORT (GPR) INFORMATION FORM: A PROGRAM activity data document provided by COUNTY to SUBRECIPIENT used to monitor and track the performance of SUBRECIPIENT.
- F. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY: A COUNTY document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
- G. PROJECT: Any site or sites, including buildings, and/or activities assisted with federal program funds.
- H. OMB: Federal Office of Management and Budget.
- I. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
- J. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
- K. CONTINUUM OF CARE: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
- L. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
- M. EQUIPMENT: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- N. SUBSTANTIAL AMENDMENT: The following criteria will be used by the COUNTY – if any one criteria applies, a substantial amendment will be required:
 - i. A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
 - ii. When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries differ significantly from the original activity's purpose, scope, or beneficiaries; and/or
 - iii. An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
 - a. An increase in funding for a public service activity in an amount greater than a 50% increase over the current funded amount; or
 - b. An increase in the funding for public facility improvements/housing rehabilitation in an amount greater than a 50% increase over the current funded amount.

- O. CONSTRUCTION BID PACKAGE: A package of bidding documents which includes the proposal, bidding instructions, CONTRACT documents, detailed estimated costs, and plans and specifications for a construction project, all prepared in accordance with applicable Federal regulations.
- P. PROGRAM ADMINISTRATION: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

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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 trial to another COUNTY.

B. Entire CONTRACT:

This CONTRACT, including Attachments and Exhibits which are attached hereto and incorporated herein by this reference, when accepted by the SUBRECIPIENT either in writing or by the shipment of any article or other commencement of performance hereunder, 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 CONTRACT ADMINISTRATION.

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.

E. Delivery:

Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed SCOPE OF SERVICES. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.

F. Acceptance/Payment:

Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty:

SUBRECIPIENT expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT's part to indemnify, defend and hold COUNTY and its INDEMNITEES as identified in Paragraph HH below, and as more fully described in Paragraph

HH, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the 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, SUBRECIPIENT shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. SUBRECIPIENT 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. SUBRECIPIENT agrees that, in accordance with the more specific requirement contained in Paragraph HH below, it shall indemnify, defend and hold COUNTY and COUNTY INDEMINITEES 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, but not limited to, attorney's fees, costs and expenses.

I. Assignment or Sub-Contracting:

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 or sub-contracted by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign or sub-contract 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, SUBRECIPIENT agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-SUBRECIPIENTS 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. SUBRECIPIENT acknowledges that a violation of this provision shall subject SUBRECIPIENT to all the penalties imposed for a violation of Section 1720 et seq. 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 terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the SUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.

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. 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.

N. Independent Contractor:

SUBRECIPIENT shall be considered an independent contractor and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY.

Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

O. Performance:

SUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. SUBRECIPIENT shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-SUBRECIPIENTS.

P. Insurance:**Insurance Provisions**

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

SUBRECIPIENT shall ensure that all subcontractors performing work on behalf of SUBRECIPIENT pursuant to this CONTRACT shall be covered under SUBRECIPIENT's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT. SUBRECIPIENT shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from SUBRECIPIENT under this CONTRACT. It is the obligation of SUBRECIPIENT 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 SUBRECIPIENT through the entirety of this CONTRACT for inspection by COUNTY representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of \$50,000 (Fifty Thousand Dollars) shall specifically be approved by the COUNTY's Risk Manager or designee, upon review

of CONTRACTOR'S current audited financial report. If SUBRECIPIENT's SIR is approved, SUBRECIPIENT, 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 of indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suite resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this CONTRACT, SUBRECIPIENT shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. SUBRECIPIENT'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 SUBRECIPIENT's SIR provision shall be interpreted as though the SUBRECIPIENT was an insurer and the COUNTY was the insured.

If the SUBRECIPIENT 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 SUBRECIPIENT shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

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

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

- 1). An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.
- 2). A primary and non-contributing endorsement evidencing that the SUBRECIPIENT'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.

SUBRECIPIENT 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 SUBRECIPIENT's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), SUBRECIPIENT shall agree to maintain coverage for two (2) years following the completion of the CONTRACT.

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

Insurance certificates should be forwarded to the agency/department addressed for the Project Manager listed in Paragraph 21, "Notices" in this CONTRACT.

COUNTY expressly retains the right to require SUBRECIPIENT 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 SUBRECIPIENT in writing of changes in the insurance requirements. If SUBRECIPIENT 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 SUBRECIPIENT, 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 SUBRECIPIENT'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.

Q. Bills and Liens:

SUBRECIPIENT shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. SUBRECIPIENT shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SUBRECIPIENT shall promptly procure its release and, in accordance with the requirements of Paragraph HH, below, indemnify, defend, and hold COUNTY, and its COUNTY INDEMNITEES harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

R. Changes:

SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.

S. Change of Ownership:

SUBRECIPIENT agrees that if there is a change or transfer in ownership of SUBRECIPIENT's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume SUBRECIPIENT's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.

T. Force Majeure:

SUBRECIPIENT 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 SUBRECIPIENT gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.

U. Confidentiality:

SUBRECIPIENT 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 SUBRECIPIENT and SUBRECIPIENT's staff, agents and employees.

V. Compliance with Laws:

SUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at SUBRECIPIENT'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. SUBRECIPIENT acknowledges that COUNTY is relying on SUBRECIPIENT to ensure such compliance, and pursuant to the requirements of Paragraph HH below, SUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

W. **Freight (F.O.B.):** Intentionally left blank.

X. **Pricing:** Intentionally left blank.

Y. Intentionally left blank.

Z. **Terms and Conditions:** Intentionally left blank.

AA. Headings:

The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and Paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. 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.

CC. Calendar Days:

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

EE. 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 has 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 affect the purpose of the PARTIES and this CONTRACT.

FF. **Authority:** Intentionally left blank.

GG. Employee Eligibility Verification:

The SUBRECIPIENT 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 SUBRECIPIENT shall obtain, from all employees, consultants and sub-SUBRECIPIENTs 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 SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and sub-SUBRECIPIENTs for the period prescribed by the law. The SUBRECIPIENT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY and its COUNTY INDEMNITEES, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUBRECIPIENT or the COUNTY or COUNTY INDEMNITEES, or any combination of the three 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.

HH. Indemnification:

SUBRECIPIENT 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 SUBRECIPIENT pursuant to this CONTRACT. If judgment is entered against SUBRECIPIENT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, SUBRECIPIENT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

II. Audits/Inspections:

SUBRECIPIENT 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 SUBRECIPIENT 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 to 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 SUBRECIPIENT's records before final payment is made.

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

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

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IN WITNESS WHEREOF, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

***Subrecipient**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

*For SUBRECIPIENTs that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For SUBRECIPIENTs that are not corporations, the person who has authority to bind the SUBRECIPIENT to a CONTRACT, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____	Dated: _____
Dylan Wright, Director OC Community Resources	

APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL

By: <u>Carolyn S. Frost</u>	Dated: <u>03/21/17</u>
DEPUTY COUNTY COUNSEL	



SCOPE OF SERVICES
ACTIVITY

1. **Scope of Services**

A. Activities

The SUBRECIPIENT will be responsible for administering CDBG Year __ Public Services in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

B. HUD Matrix Code / Activity

05 Public Services (General) / 570.201(e)

C. Project Title:

D. Program Description:

E. Project Need:

F. Low/Mod Neighborhood Preservation/Community Benefit:

G. Program Delivery - Objectives and Outcomes Chart:
Activity Outputs

Performance Objectives
Suitability Living Environment

Performance Outcomes
Availability/Accessibility

H. National Objectives
CDBG National Objective

Outcomes



COMPENSATION/PAYMENT ACTIVITY

1. COMPENSATION:

This is a CONTRACT between the COUNTY and the SUBRECIPIENT for \$_____ as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. PAYMENT TERMS:

An invoice for the cost of services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the COUNTY of Orange for any monies paid to the SUBRECIPIENT for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

OC Community Resources Accounting

1770 North Broadway, 4th Floor

Santa Ana, CA 92706-2642

4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 2-OC Community Resources CONTRACT Reimbursement Policy, are attached hereto and incorporated herein by reference.

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation (See Exhibit 2).

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 2 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



BUDGET
ACTIVITY

1. SUBRECIPIENT's Budget

A. Project Budget

Program Costs /Activity	Funds to be used for Services	Leveraged Resources to be used for Services	Total Funds to be used for Services	Number of Persons Served with Funds Requested

B. Payment

It is expressly agreed and understood that the total amount to be paid by the COUNTY under this CONTRACT shall not exceed the maximum amount identified in this Attachment C. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in this Attachment C and in accordance with performance.



STAFFING PLAN
ACTIVITY

1. **Staffing Plan**
Project Title:

Complete and Submit –
(Include name and classification).

	Name/Staff	Classification/Title
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

2. Project Administration

3. Project Experience



PERFORMANCE STANDARDS
 ACTIVITY

- 1. **Project Schedule**
 July 1 – CONTRACT Start Date

Tools to Measure Project’s Effect –

2.

Milestone Date	Minimum Required Expenditure/ Accomplishment Threshold	Activity Results Achieved
January 15th	50% of Contracted Amount Expended	
	50% of Proposed Accomplishments Achieved	
March 15th	70% of Contracted Amount Expended	
	70% of Proposed Accomplishments Achieved	
April 15th	80% of Contracted Amount Expended	
	80% of Proposed Accomplishments Achieved	

**DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

**DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

Name

Title

Authorized Signature



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: February 28, 2017

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):

"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:

OC Community Resources Accounting
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

**Inquiries may be directed to OCCR Accounts Payable at:
OCCRAccountsPayable@occr.ocgov.com**

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(I) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(I) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I, hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

EXHIBIT 4

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ _____ Print Name: Title: Telephone No: Date:

MODEL CONTRACT # _____

BETWEEN

COUNTY OF ORANGE

AND

“SUBRECIPIENT-CONTRACTOR”

FOR

PUBLIC SERVICES

**FOR PROVISION OF THE ARMORY EMERGENCY SHELTER
PROGRAM**

**CDBG – CFDA NUMBER 14.218
ESG – CFDA NUMBER 14.231**



MODEL CONTRACT

Table of Contents.....	2
Recitals	5
Definitions	5

ARTICLES**ADDITIONAL TERMS AND CONDITIONS**

1. Scope of Services	7
2. Term	7
3. Contingency of Funds.....	7
4. Fiscal Appropriations.....	8
5. Adjustments – Scope of Services	8
6. Changes/Extra Work	8
7. Breach of Contract.....	8
8. Conditions Affecting Work	8
9. Conflict of Interest – SUBRECIPIENT's Personnel	8
10. Conflict of Interest – COUNTY Personnel.....	9
11. Consulting Contract – Follow On Work.....	9
12. Contingent Fees	9
13. Bankruptcy/Insolvency.....	9
14. SUBRECIPIENT's Project Manager and Key Personnel.....	10
15. Data – Title To.....	10
16. County Of Orange Child Support Enforcement.....	10
17. EDD Independent Contractor Reporting Requirements	10
18. Emergency/Declared Disaster Requirements	11
19. SUBRECIPIENT's Responsibilities	11
20. Business License	11
21. Substantial Amendments.....	11
22. Payment Requirements	12
23. Program Income.....	13
24. Performance.....	13
25. Performance Monitoring	14
26. Disputes – Contract.....	15
27. Gratuities.....	15
28. Termination – Convenience of the County.....	15
29. Termination – Orderly	18
30. Intentionally left blank	18
31. Federal Administrative Requirements.....	18
32. Environmental Conditions.....	23
33. General Administration	23
34. News/Information Release.....	25
35. Notices	25
36. Ownership of Documents	26
37. Precedence	26
38. Project Manager, County	26
39. Errors and Omissions	26
40. Signature in Counterparts.....	27
41. DUNS Number and Related Information.....	27

GENERAL TERMS AND CONDITIONS

A. Governing Law and Venue	27
B. Entire Contract	27
C. Amendments	27
D. Taxes	28
E. Intentionally left blank	28
F. Acceptance/Payment.....	28
G. Warranty.....	28
H. Intentionally left blank	28
I. Assignment or Sub-Contracting.....	28
J. Non-Discrimination	28
K. Termination	28
L. Consent to Breach Not Waiver.....	28
M. Remedies Not Exclusive.....	29
N. Independent Contractor.....	29
O. Performance.....	29
P. Insurance.....	29
Q. Intentionally left blank	32
R. Changes.....	32
S. Intentionally left blank	32
T. Force Majeure	32
U. Confidentiality.....	32
V. Compliance with Laws.....	32
W. Intentionally left blank	33
X. Pricing	33
Y. Intentionally left blank	33
Z. Terms and Conditions	33
AA. Headings	33
BB. Severability.....	33
CC. Calendar Days	33
DD. Attorney Fees.....	33
EE. Interpretation	33
FF. Authority.....	33
GG. Employee Eligibility Verification	33
HH. Indemnification	34
II. Audits/Inspections	34
CONTRACT Signature Page.....	36

ATTACHMENTS

Attachment A – Scope of Services
Attachment B – Compensation/Payment
Attachment C – SUBRECIPIENT’s Cost Proposal
Attachment D – Staffing Plan
Attachment E – Project Schedule
Attachment F – Client Rules
Attachment G- Good Neighbor Plan
Attachment H – Template License to Use State Military Facility

EXHIBITS

- Exhibit 1 – OC Community Resources Contract Reimbursement Policy
- Exhibit 2 – Drug-Free Workplace
- Exhibit 3 – Disclosure of Lobbying Activities
- Exhibit 4 – County of Orange Child Support Enforcement Certification

This Agreement, _____ hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and _____, a _____, in the State of California with a place of business at _____, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

This Agreement, hereinafter referred to as CONTRACT, is entered into on _____.

RECITALS

This CONTRACT is made with reference to the following facts, among others:

WHEREAS, COUNTY has applied for and anticipates receiving funds from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383, as amended) for the purpose of funding programs meeting one of the HUD national objectives; and

WHEREAS, a Grant Agreement between HUD and the County of Orange has been entered; and

WHEREAS, COUNTY adopted its FY 2017-18 Annual Action Plan, (hereinafter referred to as "Annual Action Plan"), including any substantial amendments, which sets forth the PROGRAM described herein; and

WHEREAS, HUD, in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of COUNTY to determine whether COUNTY has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated "1.5 ratio" threshold; and

WHEREAS, COUNTY approved an allocation of \$_____.00 (_____ Dollars and 00 Cents) in program funding to SUBRECIPIENT for the Fiscal Year 2017-18; and

WHEREAS, HUD has accepted and certified the aforementioned ANNUAL ACTION PLAN;

WHEREAS, COUNTY engages SUBRECIPIENT to assist COUNTY in utilizing aforesaid funds;

WHEREAS, SUBRECIPIENT acknowledges that its DUNS Number is _____; and

NOW, THEREFORE, the PARTIES mutually agree as follows:

DEFINITIONS

For the purposes of this CONTRACT the following definitions shall apply:

- 1. HUD: United States Department of Housing and Urban Development.

2. OC COMMUNITY RESOURCES (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
3. DIRECTOR: DIRECTOR of OC Community Resources, or designee.
4. PROGRAM INCOME: The gross income received by SUBRECIPIENT directly generated from the use of the subject program funds.
5. GRANTEE PERFORMANCE REPORT (GPR) INFORMATION FORM: A PROGRAM activity data document provided by COUNTY to SUBRECIPIENT used to monitor and track the performance of SUBRECIPIENT.
6. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY: A COUNTY document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
7. PROJECT: Any site or sites, including buildings, and/or activities assisted with federal program funds.
8. OMB: Federal Office of Management and Budget.
9. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
10. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
11. CONTINUUM OF CARE: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
12. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
13. EQUIPMENT: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
14. SUBSTANTIAL AMENDMENT: The following criteria will be used by the COUNTY – if any one criteria applies, a substantial amendment will be required:
 - 14.1 A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
 - 14.2 When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries

- differ significantly from the original activity's purpose, scope, or beneficiaries; and/or
- 14.3 An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
- 14.3.1 An increase in funding for a public service activity in an amount greater than a 50% increase over the current funded amount; or
- 14.3.2 An increase in the funding for public facility improvements/housing rehabilitation in an amount greater than a 50% increase over the current funded amount.
15. PROGRAM ADMINISTRATION: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

ARTICLES

Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".
2. **Term of CONTRACT:** This CONTRACT shall be effective from [REDACTED] through June 30, 2018, unless otherwise terminated by the COUNTY. The term of this CONTRACT may be extended upon mutual agreement of the parties in writing.
 - 2.1 Eligible costs related to services provided by SUBRECIPIENT must be incurred during the period beginning [REDACTED]. The Project shall be completed and all funds provided through this CONTRACT shall be expended on eligible Project activities through and including June 30, 2018.
 - 2.2 This CONTRACT may be renewed on the same terms, conditions, and scope of services on a yearly basis upon mutual written agreement by the COUNTY and SUBRECIPIENT.
3. **Contingency of Funds:** SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by Federal, State of California or local Government funds to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.
 - 3.1 If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by SUBRECIPIENT, the CONTRACT may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify SUBRECIPIENT at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the COUNTY in the event this provision is exercised and the COUNTY shall not be obligated nor liable for any damages as a result of termination under this provision of this CONTRACT, and nothing herein shall be construed as obligating the COUNTY to

expend or as involving the COUNTY in any CONTRACT or other obligation for future payment of money in excess of appropriations authorized by law.

4. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.
5. **Adjustments – Scope of Services:** No adjustments made to the scope of services will be authorized without prior written approval of the COUNTY assigned Purchasing Agent.
6. **Changes/Extra Work:** The SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT's ability to deliver services, or the program schedule, the SUBRECIPIENT 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 SUBRECIPIENT 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 Purchasing Agent, shall require the mutual consent of all Parties, and may prohibit the SUBRECIPIENT from proceeding with the work as set forth in this CONTRACT.

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

Terminate the CONTRACT immediately, pursuant to paragraph K and paragraphs 30 through 32 herein;

Afford the SUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;

Discontinue payment to the SUBRECIPIENT for and during the period in which the SUBRECIPIENT is in breach; and

Offset against any monies billed by the SUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

8. **Conditions Affecting Work:** The SUBRECIPIENT 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 SUBRECIPIENT to do so will not relieve SUBRECIPIENT 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.
9. **Conflict of Interest – SUBRECIPIENT's Personnel:** The SUBRECIPIENT 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 SUBRECIPIENT; the SUBRECIPIENT's employees, agents, and relatives; sub-tier SUBRECIPIENTS; and third Parties associated with accomplishing work and services hereunder. The SUBRECIPIENT's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

SUBRECIPIENT agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT.

SUBRECIPIENT further covenants that in the performance of this CONTRACT no person having such a financial interest shall be employed or retained by SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of COUNTY or SUBRECIPIENT, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

- 10. Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The SUBRECIPIENT shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
- 11. Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
- 12. Contingent Fees:** The SUBRECIPIENT warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the SUBRECIPIENT or bona fide established commercial or selling agencies maintained by the SUBRECIPIENT for the purpose of securing 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 at 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 SUBRECIPIENT.
- 13. Bankruptcy/Insolvency:** If the SUBRECIPIENT should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the SUBRECIPIENT's insolvency, the COUNTY may terminate this CONTRACT.

14. SUBRECIPIENT's Project Manager and Key Personnel:

SUBRECIPIENT shall appoint a Project Manager to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. The name of the Project Manager shall be provided to the COUNTY. If there be a Project Management change the SUBRECIPIENT will notify the COUNTY in writing prior to the change being made.

- 15. Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the SUBRECIPIENT 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 SUBRECIPIENT 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.

- 16. County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected SUBRECIPIENT agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- 16.1 In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;
- 16.2 In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- 16.3 A certification that the SUBRECIPIENT has fully complied with all applicable federal and State reporting requirements regarding its employees; and
- 16.4 A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the SUBRECIPIENT to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another SUBRECIPIENT. In the event a CONTRACT has been issued, failure of the SUBRECIPIENT to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

17. EDD Independent Contractor Reporting Requirements:

The County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a

contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent SUBRECIPIENTS. An independent SUBRECIPIENT is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txcir.htm.

- 18. Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The SUBRECIPIENT shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the SUBRECIPIENT shall apply to serving the COUNTY’s needs regardless of the circumstances. If the SUBRECIPIENT is unable to supply the goods/services under the terms of the CONTRACT, then the SUBRECIPIENT shall provide proof of such disruption and a copy of the invoice for the goods/services from the SUBRECIPIENT’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the SUBRECIPIENT shall show both the emergency purchase order number and the CONTRACT number.
- 19. SUBRECIPIENT’s Responsibilities:** The SUBRECIPIENT shall:
- 19.1 Operate and manage the Project and provide Services/Activities as set forth herein. In this regard the SUBRECIPIENT will assess current services being provided, assess what Services/Activities are needed, or have been requested, and structure the Services/Activities accordingly.
- 20. Business License:** At its own expense, SUBRECIPIENT shall qualify to do business and obtain and maintain such licenses as may be required for the performance by SUBRECIPIENT of its services under this CONTRACT.
- 21. Substantial Amendments:**
- 21.1 If any amendment results in a change in the funding amount, that does not trigger a SUBSTANTIAL AMENDMENT, as defined, SUBRECIPIENT SCOPE OF SERVICES, threshold and milestone dates or schedule of activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment executed by Director and SUBRECIPIENT.
- 21.2 In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the COUNTY will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a “Non-Substantial Amendment”. In the event that any of these “administrative” reprogramming actions fall under the “Substantial Amendment” criteria, the proposed actions to the Citizen Participating process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

22. Payment Requirements:

- 22.1 CONTRACT Amount: It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment B., - Compensation/Payment to SUBRECIPIENT attached hereto and incorporated herein by reference.
- 22.2 COUNTY will reclaim any unused balance of funds for reallocation to other COUNTY approved projects.
- 22.3 Payment of Project Activities:
- 22.3.1 Payment of Project Activities: COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on [REDACTED], and must provide adequate documentation as required by COUNTY in accordance with the *OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY*, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, SUBRECIPIENT will provide a progress performance report (“GPR INFORMATION FORM”) for the time period covered, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by COUNTY.
- 22.3.2 If SUBRECIPIENT has no request for reimbursement during any quarter during the term of this CONTRACT, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.
- 22.3.3 The following “Required Expenditure Threshold” criteria have been established to guide the SUBRECIPIENT in structuring and scheduling their expenditure of funds received through this CONTRACT, through term of CONTRACT. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.
- | <u>Milestone Date</u> | <u>Minimum Required Expenditure Threshold</u> |
|--------------------------|---|
| January 15 th | 50% of Contracted Amount Expended |
| March 15 th | 70% of Contracted Amount Expended |
| April 15 th | 80% of Contracted Amount Expended |
- 22.3.4 SUBRECIPIENT will have forty-five (45) days following the expiration of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred during the CONTRACT period. After the forty-five (45) day period for submitting invoices has expired, COUNTY shall reallocate the remaining balance under this CONTRACT for other program purposes and SUBRECIPIENT shall be ineligible for any further reimbursement.
- 22.4 Funds shall not be disbursed for any costs incurred prior to the certification by COUNTY and HUD of Certificate(s) of Insurance and environmental compliance as further defined in paragraph P and paragraph 34 of this CONTRACT. Additionally, no funds shall be disbursed prior to submittal of certified payroll documentation to COUNTY with each invoice package/request for payment, as

further defined in Paragraph 33.

23. Program Income

- 23.1 SUBRECIPIENT shall comply with regulations set forth in 24 CFR 570.504, as well as all applicable State or COUNTY regulations concerning the reporting and payment procedures for program income.
- 23.2 All Program Income accrued shall be returned to COUNTY on a quarterly basis prior to SUBRECIPIENT receiving any reimbursement from grant funds provided under this CONTRACT.
- 23.3 SUBRECIPIENT shall provide information of the receipt of Program Income by SUBRECIPIENT related to Program on all GPR INFORMATION FORMS submitted with requests for reimbursement.
- 23.4 SUBRECIPIENT shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the CONTRACT fiscal year.

24. Performance:

- 24.1 SUBRECIPIENT shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. SUBRECIPIENT also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this CONTRACT.
- 24.2 SUBRECIPIENT shall comply with all applicable HUD regulations, as described in paragraph 35 General Administration of this CONTRACT, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of COUNTY or HUD and shall be submitted by SUBRECIPIENT in report form to COUNTY by dates specified by COUNTY.
- 24.3 The following "Performance Threshold" criteria shall be used to assess the level of performance of the SUBRECIPIENT, including Attachment A. - Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the SUBRECIPIENT must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that SUBRECIPIENT has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the DIRECTOR.

<u>Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
January 15 th	50% of Contracted Amount Expended 50% of Proposed Accomplishments Met
March 15 th	70% of Contracted Amount Expended 70% of Proposed Accomplishments Met
April 15 th	80% of Contracted Amount Expended 80% of Proposed Accomplishments Met

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will negatively affect future funding to SUBRECIPIENT. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will impact future funding to SUBRECIPIENT.

- 24.4 SUBRECIPIENT shall complete and submit a Year End GPR INFORMATION FORM by July 15, after the close of the CONTRACT fiscal year.
- 24.5 Should the activity being funded through this CONTRACT be completed, cancelled or terminated prior to the termination date set forth herein in paragraph 2. Additional Terms and Conditions, SUBRECIPIENT shall complete and submit a Mid-Year GPR INFORMATION FORM at the time of the completion, cancellation or termination. Said GPR INFORMATION FORM shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the *SCOPE OF SERVICES*, as set forth in Attachment A., attached hereto and incorporated herein by reference. If activity funded through this CONTRACT is completed, or if funds allocated through this CONTRACT are fully expended, prior to end of CONTRACT term, SUBRECIPIENT must continue to serve its clients for the entire term of this CONTRACT.
- 24.6 SUBRECIPIENT shall complete and submit a GPR INFORMATION FORM in support of all requests for reimbursement. Said GPR INFORMATION FORM shall consist of a cumulative report of project related accomplishments as set forth in Attachment A., *SCOPE OF SERVICES*, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this CONTRACT SUBRECIPIENT has no activity occur during any quarter, SUBRECIPIENT shall prepare and submit to COUNTY a Quarterly GPR INFORMATION FORM, regardless of actual activity.
- 24.7 SUBRECIPIENT acknowledges that the GPR INFORMATION FORM is a monitoring tool that will be reviewed and evaluated to determine SUBRECIPIENT's level of performance relative to this CONTRACT.
- 24.8 SUBRECIPIENT shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by COUNTY.

25. Performance Monitoring:

- 25.1 Performance Monitoring of SUBRECIPIENT by COUNTY and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by COUNTY or HUD representatives.
- 25.2 COUNTY shall periodically evaluate SUBRECIPIENT's progress in complying with the terms of this CONTRACT. SUBRECIPIENT shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to SUBRECIPIENT.
- 25.3 COUNTY shall monitor the performance of SUBRECIPIENT against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by COUNTY, will constitute non-compliance with this CONTRACT for which COUNTY may immediately terminate the CONTRACT. If action to correct such substandard performance is not taken by SUBRECIPIENT within the time period specified by COUNTY, payment(s) will be

denied in accordance with the provisions contained in paragraph 41 of this CONTRACT.

26. Disputes – CONTRACT:

26.1 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 SUBRECIPIENT's Project Manager and the COUNTY's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:

26.1.1 The SUBRECIPIENT shall submit to the agency/department assigned COUNTY Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.

26.1.2 The SUBRECIPIENT's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the SUBRECIPIENT 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 SUBRECIPIENT believes the COUNTY is liable.

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

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the COUNTY Purchasing Agent or his designee. If the COUNTY fails to render a decision within ninety (90) days after receipt of the SUBRECIPIENT's demand, it shall be deemed a final decision adverse to the SUBRECIPIENT's contentions. Nothing in this section shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause as stated in paragraph K herein.

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

28. Termination – Convenience of the COUNTY: The COUNTY may terminate performance of work under this CONTRACT for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the COUNTY's interest. The agency/department assigned buyer shall terminate the CONTRACT by delivering to the SUBRECIPIENT a written notice of termination

specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the CONTRACT, the CONTRACT shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the CONTRACT shall not be void.

After receipt of a notice of termination and, except as directed by the assigned buyer, the SUBRECIPIENT shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause.

The SUBRECIPIENT shall:

- 28.1 Stop work as specified in the notice of termination;
- 28.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;
- 28.3 Terminate all orders and subcontracts to the extent they relate to the work terminated;
- 28.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
- 28.5 Complete performance of the work not terminated; and
- 28.6 Take any action that may be necessary or as the COUNTY may direct for the protection and preservation of the property related to this CONTRACT that is in the possession of the SUBRECIPIENT and in which the COUNTY has or may acquire an interest and to mitigate any potential damages or requests for CONTRACT adjustment or termination settlement to the maximum practical extent.

At the completion of the SUBRECIPIENT's termination efforts, the SUBRECIPIENT may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the SUBRECIPIENT shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the COUNTY.

The SUBRECIPIENT shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the SUBRECIPIENT within the ninety-day (90-day) period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension. The SUBRECIPIENT and the COUNTY may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total CONTRACT price as reduced by (a) the amount of payment previously made and (b) the CONTRACT price of work not terminated. The CONTRACT shall be amended and the SUBRECIPIENT paid the agreed amount.

If the SUBRECIPIENT and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the SUBRECIPIENT the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on as set forth above.

- 28.7 The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and
- 28.8 Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the SUBRECIPIENT the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.
The SUBRECIPIENT shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated CONTRACT or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.
The SUBRECIPIENT shall have the right to appeal, under the COUNTY's protest procedure, any determination made by the COUNTY, except that if the SUBRECIPIENT failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal. In arriving at the amount due the SUBRECIPIENT under this clause, there shall be deducted:
- 28.9 All payment to the SUBRECIPIENT under the terminated portion of this CONTRACT;
- 28.10 Any claim which the COUNTY has against the SUBRECIPIENT under this or any other CONTRACT; and
- 28.11 The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the SUBRECIPIENT or sold under the provisions of this clause and not recovered by or credited to the COUNTY.
If the termination is partial, the SUBRECIPIENT may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the CONTRACT. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the SUBRECIPIENT for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by agency/department.
The COUNTY may:
- 28.12 Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the SUBRECIPIENT for their terminated portion of the CONTRACT, if the COUNTY believes that the total of these payments will not exceed the amount to which the contractor will be entitled; and
- 28.13 If the total payments exceed the amount finally determined to be due, the SUBRECIPIENT shall repay the excess to the COUNTY upon demand.
In determining the amount payable to the SUBRECIPIENT and notwithstanding any other provision, if it appears that the SUBRECIPIENT would have sustained a loss on the entire CONTRACT had it been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.
Unless otherwise provided in this CONTRACT or by statute, the SUBRECIPIENT shall maintain all records and documents relating to the terminated portion of this CONTRACT for five (5) years after final settlement. This includes all books and other evidence bearing on the SUBRECIPIENT's costs and expenses under this CONTRACT. The SUBRECIPIENT shall make these records and documents available to the COUNTY, at the SUBRECIPIENT's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs,

microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

29. Termination – Orderly: After receipt of a termination notice from the County of Orange, the SUBRECIPIENT 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 SUBRECIPIENT. Upon termination COUNTY agrees to pay the SUBRECIPIENT 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.

30. This paragraph was intentionally left blank.

31. Federal Administrative Requirements:

31.1 Financial Management:

31.1.1 Accounting Standards: SUBRECIPIENT agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

31.1.2 Cost Principles: SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State and Local Governments" (and if SUBRECIPIENT is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

31.2 Civil Rights

Compliance

31.2.1 SUBRECIPIENT agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

31.2.2 Rehabilitation Act

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this CONTRACT.

31.2.3 **Nondiscrimination in Employment and Contracting**

SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.

31.3 **Drug-Free Workplace:**

The SUBRECIPIENT hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference. The SUBRECIPIENT will:

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

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

31.3.2.1 The dangers of drug abuse in the workplace;

31.3.2.2 The SUBRECIPIENT's policy of maintaining a drug free workplace;

31.3.2.3 Any available counseling, rehabilitation, and employee assistance programs; and

31.3.2.4 Penalties that may be imposed upon employees for drug abuse violations.

31.3.3 Provide as required by Government Code Section 8355(c) that every employee who works under this CONTRACT:

31.3.3.1 Will receive a copy of the company's drug-free policy statement; and

31.3.3.2 Will agree to abide by the terms of the company's statement as a condition of employment under this CONTRACT.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the SUBRECIPIENT may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:

31.3.3.3 The SUBRECIPIENT has made false certification, or

31.3.3.4 The SUBRECIPIENT violates the certification by failing to carry out the requirements as noted above.

31.4 **Affirmative Action:** SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.

31.5 **Americans with Disabilities Act:** SUBRECIPIENT agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities,

and services must be made available to all persons, including persons with disabilities.

31.6 **Employment Restrictions:**

31.6.1 **Prohibited Activity:** SUBRECIPIENT is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

31.6.2 **OSHA:** Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

31.6.3 **Employee Rights**

Federal Minimum Wage

31.6.3.1 SUBRECIPIENT must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.

31.6.4 **California Minimum Wage**

31.6.4.1 SUBRECIPIENT must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

31.7 **Hatch Act:** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

31.8 **Religious Organization/Activities:** In accordance with 24 CFR 570.200(j), SUBRECIPIENT shall not discriminate against faith-based organizations in administering its federal HUD activities. However, SUBRECIPIENT agrees that funds provided under this CONTRACT will not be utilized for inherently religious

activities, to promote religious interest, or for the benefit of a religious organization in accordance with 24 CFR 570.200 (j)(2).

31.9 Anti-Lobbying: SUBRECIPIENT certifies that:

31.9.1 No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal CONTRACT, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or Cooperative Agreement; and

31.9.2 SUBRECIPIENT will complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and

31.9.3 SUBRECIPIENT shall include subject anti-lobbying certification in award documents for all sub-SUBRECIPIENTS at all tiers (including sub-subcontracts, sub-subgrants, and CONTRACT under grants, loans, and Cooperative Agreements) and that all sub-SUBRECIPIENTS shall certify and disclose accordingly.

31.10 Audits: If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed \$500,000 (Five hundred thousand dollars and no cents) as specified in OMB Circular A-133-Revised, SUBRECIPIENT shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit similarly prepared audit at SUBRECIPIENT's expense even in instances when SUBRECIPIENT's expenditure is less than \$500,000. SUBRECIPIENT will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

SUBRECIPIENT will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to COUNTY within six (6) months of the end of each CONTRACT year in which SUBRECIPIENT has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in COUNTY denying reimbursement of funds to SUBRECIPIENT, as well as future funding qualification. SUBRECIPIENTS, which are exempt from statutory audit requirements, shall maintain records, which are available for review by COUNTY or Federal officials. SUBRECIPIENT acknowledges that any and all "Financial Statements" submitted to COUNTY pursuant to this COUNTY become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government Code.

31.11 Economic Opportunities

31.11.1 Compliance

This Contract is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and

any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject SUBRECIPIENT and any sub-contractors, their successors and assigns, to those remedies specified herein. SUBRECIPIENT certifies and agrees that no conflict exists which would prevent compliance with requirements.

The SUBRECIPIENT agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this Contract:

“The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The SUBRECIPIENT agree to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers’ representative of the SUBRECIPIENT’s commitments under this section clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The SUBRECIPIENT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require

employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

32. Environmental Conditions:

- 32.1 SUBRECIPIENT shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by COUNTY and/or HUD of environmental compliance.
- 32.2 SUBRECIPIENT shall incur no costs for any project-related activity defined in SUBRECIPIENT SCOPE OF SERVICES and COUNTY shall not disburse funds prior to certification by COUNTY and/or HUD for environmental compliance.
- 32.3 SUBRECIPIENT shall provide requested material to COUNTY for the Environmental Review process required by applicable regulations.
- 32.4 **Air and Water:** SUBRECIPIENT agrees to comply with the following regulations in so far as they apply to the performance of this CONTRACT:
- 32.4.1 Clean Air Act, 42 U.S.C., 1857, et seq.
- 32.4.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.
- 32.4.3 Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.
- 32.5 **Flood Disaster Protection:** SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this CONTRACT, as it may apply to the provisions of this CONTRACT.
- 32.6 **Energy Efficiency Standards:** SUBRECIPIENT agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.

33. General Administration:

- 33.1 **Fair Housing:** SUBRECIPIENT shall affirmatively further fair housing in accordance with 24 CFR 570.904.

- 33.2 **Grantor Recognition:** SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this CONTRACT. SUBRECIPIENT will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of COUNTY or HUD.
- 33.3 **Records to be Maintained:** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT. Such records shall include, but not be limited to:
- 33.3.1 Records providing a full description of each activity undertaken;
 - 33.3.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - 33.3.3 Records required to determine the eligibility of activities;
 - 33.3.4 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
 - 33.3.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - 33.3.6 Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
 - 33.3.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.
 - 33.3.8 Retention: SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this CONTRACT for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this CONTRACT shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.
- 33.4 **Client Data**
- 33.4.1 SUBRECIPIENT shall maintain client data demonstrating client Eligibility for services provided for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to COUNTY, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, COUNTY monitors, or their designees, for review upon request.
 - 33.4.2 SUBRECIPIENT shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter

project, except with the written authorization of the person responsible for the operation of that shelter.

- 33.5 **Property Records:** SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold pursuant to this CONTRACT. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to 24 CFR 570.505.
- 33.6 **Close-Out:** SUBRECIPIENT's obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with 24 CFR 570.509 and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of paragraph 24.3.4 above, and documentation; disposing of program assets (including the return to COUNTY of all unused materials and equipment); remitting any program income balances and receivable accounts to COUNTY, and determining the custodianship of records.
- 33.7 **Equipment:** SUBRECIPIENT shall use, manage and dispose of equipment in accordance with 24 CFR 85.32 and 24 CFR 570.502.
- 33.8 **Subcontracts:**
- 33.8.1 SUBRECIPIENT shall submit all subcontract agreements to COUNTY for review and consent prior to entering into such subcontracts.
- 33.8.2 SUBRECIPIENT shall assume responsibility for all subcontracted services to assure CONTRACT compliance.
- 33.8.3 SUBRECIPIENT shall cause all of the provisions of this CONTRACT in entirety to be included in and made a part of any subcontract executed in the performance of this CONTRACT.
- 33.8.4 SUBRECIPIENT shall monitor all subcontracted services on a quarterly basis to assure CONTRACT compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of CONTRACT non-compliance. Documentation shall be made available for periodic monitoring by representatives of COUNTY and/or HUD.
34. **News/Information Release:** The SUBRECIPIENT 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 agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's Project Manager.
35. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may

designate by written notice from time to time in the manner aforesaid.

For COUNTY: County of Orange
Housing & Community Development & Homeless
Prevention
1300 South Grand Avenue, Building "B" 3rd Floor
Santa Ana, CA 92705-4407

For SUBRECIPIENT: Name
Address

- 36. Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the SUBRECIPIENT. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the SUBRECIPIENT without the express written consent of the COUNTY.
- 37. Precedence:** The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the articles of this CONTRACT, and then the exhibits and attachments.
- 38. Project Manager, COUNTY:** The COUNTY shall appoint a Project Manager to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The COUNTY's Project Manager shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.
- 39. Errors and Omissions:** All reports, files and other documents prepared and submitted by SUBRECIPIENT shall be complete and shall be carefully checked by the professional(s) identified by SUBRECIPIENT as Project Manager and key personnel attached hereto, prior to submission to the COUNTY. SUBRECIPIENT agrees that COUNTY review is discretionary and SUBRECIPIENT shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving SUBRECIPIENT's reports, files and other written documents, the reports, files or documents will be returned to SUBRECIPIENT for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by SUBRECIPIENT after COUNTY approval thereof, COUNTY approval of SUBRECIPIENT's reports, files or documents shall not be used as a defense by SUBRECIPIENT in any action between the COUNTY and

SUBRECIPIENT, and the reports, files or documents will be returned to SUBRECIPIENT for correction.

- 40. Signature in Counterparts:** The PARTIES agree that separate copies of this CONTRACT and/or electronic signatures and handwritten signatures may be signed by each of the PARTIES, and this CONTRACT will have the same force and effect as if the original had been signed by all the PARTIES.
- 41. DUNS Number and Related Information:** The DUNS number is a unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>.

The DUNS number must be provided to COUNTY prior to the execution of this CONTRACT. SUBRECIPIENT shall ensure all DUNS information is up to date and the DUNS number status is "active," prior to execution of this CONTRACT.

If COUNTY cannot access the SUBRECIPIENT's DUNS information related to this federal sub award on the Federal Funding Accountability and Transparency Act Sub award Reporting System (SAM.GOV) due to errors in the SUBRECIPIENT's data entry for its DUNS number, the SUBRECIPIENT must immediately update the information as required.

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 trial to another COUNTY.
- B. Entire CONTRACT:** This CONTRACT, including Attachments A, B, C, D, E, F, G and H, and Exhibits 1, 2, 3, and 4 which are attached hereto and incorporated herein by this reference, when accepted by the SUBRECIPIENT either in writing or by the shipment of any article or other commencement of performance hereunder, 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 his designee, hereinafter "Purchasing Agent."
- 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.

E. **This paragraph was intentionally left blank.**

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

G. **Warranty:** SUBRECIPIENT expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT's part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the 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. **This paragraph was intentionally left blank.**

I. **Assignment or Sub-Contracting:** 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 or sub-contracted by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign or sub-contract 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, SUBRECIPIENT agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-SUBRECIPIENTS 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. SUBRECIPIENT acknowledges that a violation of this provision shall subject SUBRECIPIENT to all the penalties imposed for a violation of Section 1720 et seq. 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 terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the SUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.

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. 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.
- N. Independent Contractor:** SUBRECIPIENT shall be considered an independent CONTRACTOR and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. Performance:** SUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. SUBRECIPIENT shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-SUBRECIPIENTS.

P. Insurance:

Insurance Provisions

Prior to the provision of services under this contract, the SUBRECIPIENT agrees to purchase all required insurance at SUBRECIPIENT's expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with. SUBRECIPIENT 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 sub-SUBRECIPIENTS performing work on behalf of SUBRECIPIENT pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT.

SUBRECIPIENT shall ensure that all subSUBRECIPIENTS performing work on behalf of SUBRECIPIENT pursuant to this CONTRACT shall be covered under SUBRECIPIENT's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT. SUBRECIPIENT shall not allow sub-SUBRECIPIENTS to work if subSUBRECIPIENTS have less than the level of coverage required by COUNTY from SUBRECIPIENT under this CONTRACT. It is the obligation of SUBRECIPIENT to provide notice of the insurance requirements to every subSUBRECIPIENT and to receive proof of insurance prior to allowing any subSUBRECIPIENT to begin work. Such proof of insurance must be maintained by SUBRECIPIENT 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 \$50,000 shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of

SUBRECIPIENT'S current audited financial report. If SUBRECIPIENT'S SIR is approved, SUBRECIPIENT, in addition to, and without limitation of, any other indemnity provision(s) in this CONTRACT, agree to all 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 SUBRECIPIENT's, its agents, employee's or subSUBRECIPIENT's performance of this Contract, SUBRECIPIENT shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) SUBRECIPIENT'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 SUBRECIPIENT's SIR provision shall be interpreted as though the SUBRECIPIENT was an insurer and the County was the insured.

If the SUBRECIPIENT 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 SUBRECIPIENT shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

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, employees, agents and employees*** as Additional Insured, 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 SUBRECIPIENT'S insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the SUBRECIPIENT'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 and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

SUBRECIPIENT 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 SUBRECIPIENT's Professional Liability and/or Network Security & Privacy Liability are "claims made" policies, SUBRECIPIENT shall agree to maintain coverage for two (2) years following the completion of the CONTRACT.

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

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

If the SUBRECIPIENT fails to provide the insurance certificates and endorsements within seven (7) days of notification to CONTRACT ADMINISTRATOR, award may be made to the next qualified vendor.

COUNTY expressly retains the right to require SUBRECIPIENT 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 SUBRECIPIENT in writing of changes in the insurance requirements. If SUBRECIPIENT 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 SUBRECIPIENT, 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 SUBRECIPIENT'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.

Q. This paragraph was intentionally left blank.

R. Changes: SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.

S. This paragraph was intentionally left blank.

T. Force Majeure: SUBRECIPIENT 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 SUBRECIPIENT gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.

U. Confidentiality: SUBRECIPIENT 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 SUBRECIPIENT and SUBRECIPIENT's staff, agents and employees.

V. Compliance with Laws: SUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at SUBRECIPIENT'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. SUBRECIPIENT acknowledges that COUNTY is relying on SUBRECIPIENT to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, SUBRECIPIENT 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.

W. This paragraph was intentionally left blank.

X. Pricing: The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.

Y. This paragraph was intentionally left blank.

Z. Terms and Conditions: SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.

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

BB. 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.

CC. Calendar Days: Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

EE. 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 has 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 affect the purpose of the parties and this CONTRACT.

FF. Authority: The Parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. Employee Eligibility Verification: The SUBRECIPIENT 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 SUBRECIPIENT shall obtain, from all employees, consultants and sub-SUBRECIPIENTs 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 SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and sub-SUBRECIPIENTs for the period prescribed by the law. The SUBRECIPIENT 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 SUBRECIPIENT 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.

HH. Indemnification: SUBRECIPIENT 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 SUBRECIPIENT pursuant to this CONTRACT. If judgment is entered against SUBRECIPIENT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, SUBRECIPIENT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

II. Audits/Inspections: SUBRECIPIENT 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 SUBRECIPIENT 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 to 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 SUBRECIPIENT's records before final payment is made.

SUBRECIPIENT 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. SUBRECIPIENT agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, SUBRECIPIENT 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 SUBRECIPIENT cease to exist as a legal entity, the SUBRECIPIENT's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's project manager.

If federal funds are utilized, as specified, Section 31.10 of this CONTRACT shall also apply.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this **CONTRACT** to be executed.

***Subrecipient**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

*For SUBRECIPIENTS that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For SUBRECIPIENTS that are not corporations, the person who has authority to bind the SUBRECIPIENT to a **CONTRACT**, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____ Dylan Wright, Director OC Community Resources	Date: _____
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**APPROVED AS TO FORM
COUNTY COUNSEL**

By: <u>Carolyn S. Frost</u> DEPUTY COUNTY COUNSEL	Date: <u>04/07/17</u>
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1. **Scope of Services**

A. **Activities**

OPERATOR shall perform all services set forth in the program description and will be responsible for administering program funded with federal, State or local funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds.

Program Impact (outcomes): describe to what extent this activity delivers the desired outcomes in the community or in the lives of the persons assisted.

1. Suitable Living Environment
2. Availability/Accessibility

B. **Program Description – Summary**

The Armory Emergency Shelter Program (Program) is a low demand emergency response shelter operation to protect people living on the streets, or experiencing a crisis situation and/or to provide emergency shelter to persons who have no other shelter options. The Program provides homeless individuals in Orange County with a safe place to sleep, a hot meal, and supportive services, such as health and mental health services; job training and placement opportunities; and other personal care and housing assistance needs.

C. **Eligible Participants**

OPERATOR shall provide services to homeless persons as defined in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act (the Act) (see 42 U.S.C. 11302, et seq., and 24 CFR Parts 91 and 576).

D. **Use of Funds**

1. Funds will be used to provide support services and operations of Homeless Emergency Shelter facilities; such as providing support services for homeless clients utilizing National Guard Armories and alternate sites within Orange County during the Program by providing shelter, staff,

transportation, security, meals, insurance, equipment and supplies, and other related operating costs and expanded supportive services.

2. Funds may also be used to provide rapid re-housing assistance to support Armory Program and to assist eligible participants, as defined under the Act, with eligible activities that may include but are not limited to housing search and placement assistance, housing stability case management, utilities assistance, and short and medium-term rental assistance.
3. The County of Orange Housing and Community Development and Homeless Prevention proposes to continue to administer and support the Armory Emergency Shelter Program utilizing a variety of federal, State and local funding sources. However, during the contract term, COUNTY has the right to shift remaining balance of funds if it is determined that an established year-round low demand emergency shelter within Orange County is suitable for homeless clients rather than the Armory Emergency Shelter.

E. Accomplishments

OPERATOR level of accomplishments is based on preliminary figures which may be increased and/or decreased based on ability to obtain and secure additional funding dollars and on possible increase and/or decrease in use of alternate site locations. Alternate site locations have historically resulted in increased cost while decreasing unduplicated client and bed night count.

In addition to the normal administrative services required as part of the CONTRACT, and the SCOPE OF SERVICES, which is incorporated as if fully set herein, the OPERATOR agrees to meet the following levels of accomplishments:

Level of Accomplishment

Up to 157 days of Shelter Operation

F. HMIS Data Activities

OPERATOR must enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the County of Orange Continuum of Care's HMIS. "Participation" includes, but is not limited to, the input of all

programmatic and client data, the generation of all mandated monthly and close-out reports. OPERATOR must input the collected data no more than seven (7) calendar days after date of program entry. Services rendered to clients must be entered into HMIS within seven (7) calendars days from date of service. All clients who exit from Program must have updated status in HMIS with seven (7) calendar days of the actual exit date.

G. Reporting

OPERATOR is required to submit monthly Grantee Performance Report (GPR) reports in a form acceptable to COUNTY by the tenth (10) day of the following month of services rendered, unless otherwise approved by COUNTY. These reports shall include, but are not limited to, client data and units of services. OPERATOR will also be required to enter the data in the COUNTY designated database system, Homeless Management Information System (HMIS) prior to approval of monthly invoices. HMIS data will be specific to the Armory Emergency Shelter Program.

H. Performance

The following "Performance Threshold" criteria shall be used to assess the level of performance of the OPERATOR. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the following performance criteria, the OPERATOR must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that OPERATOR has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the DIRECTOR.

For a ____-Operational Day Program the following minimum criteria must be achieved.

Milestone Date

Minimum Accomplishment Thresholds

30 days after first day of shelter operation - 35% of Proposed Accomplishments Met

60 days after first day of shelter operation -	50% of Proposed Accomplishments Met
90 days after first day of shelter operation -	60% of Proposed Accomplishments Met
120 days after first day of shelter operation -	80% of Proposed Accomplishments Met
157 days after first day of shelter operation -	100% of Proposed Accomplishments Met

Failure to achieve at least one of the aforementioned Minimum Accomplishment Threshold Milestones may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will negatively affect future funding to OPERATOR.

2. **Description of Program**

The County's Armory Emergency Shelter Program is to provide homeless individuals with temporary low demand emergency shelter and entry into the system of services and housing known as the "Continuum of Care". The Continuum of Care is designed to assist the client toward more permanent alternatives by providing rotating services to address health and mental health issues, benefits, job training and placement opportunities, and other personal care needs. Referral services, as well as information on available resources, such as transitional housing, permanent housing, and relevant support systems, will be on-hand for the client.

Establish as a Continuous Activation Armory Emergency Shelter Program from approximately October through April depending upon funding secured by OPERATOR and allocated to Program to address the basic shelter and services needs of the homeless.

3. **Description of Services/OPERATOR Responsibilities**

The operating philosophy of the Armory Emergency Shelter Program is to increase the number of temporary nightly emergency shelter beds available during the period of time in which Orange County experiences its most inclement weather (October through April) and/or as funding is available to support program operation. To achieve this goal, the OPERATOR is responsible to make every effort to secure funding sources to operate a ___ operational day Armory Emergency Shelter Program.

Historically, homeless service providers under the Armory Emergency Shelter Program have utilized the California National Guard Armories in Santa Ana and Fullerton. Tasks to be performed by the OPERATOR include the following, but are not limited to: The OPERATOR will operate and provide site management and administrative management of the temporary seasonal shelter program at existing California National Guard facility(ies) in Santa Ana and/or Fullerton or the availability of other suitable sites in Orange County. The maximum number to be accommodated is 200 each night at each armory per California National Guard or until State Fire Marshall review which may alter maximum capacity by reducing or increasing maximum total occupancy per site. In cases of extreme weather conditions additional beds may be permitted by the National Guard.

OPERATOR may be required to operate a 24/7 shelter operation (i.e., 24 hours per day, 7 days a week). COUNTY will inform OPERATOR of 24/7 shelter activation and de-activation.

OPERATOR is required to abide by Exhibit C of the Janitorial and Custodial Services of the California Military Department, Use of Readiness Center Improvements and Grounds, as set forth in Attachment H., attached hereto and incorporated herein by reference.

OPERATOR is responsible to make all rent payments for the utilization of the Santa Ana and Fullerton Armories to the California Military Department, or its designee. Furthermore, any and all other rent for alternate site locations for the purpose of this Program will be the responsibility of the CONTRACTOR.

OPERATOR shall abide by the terms and conditions of the California Military Department License Numbers _____ and _____, and its Exhibits & Addendum.

It is critical to the success of the Armory Emergency Shelter Program that the OPERATOR builds supportive relationships with local agencies, law enforcement and the community in order address community concerns and impacts through a Good Neighbor Plan as set forth in Attachment ___ attached hereto and incorporated herein by reference.

In order to manage the program efficiently and effectively, the following general tasks will need to be accomplished, which are part of this scope:

A. Shelter Requirements

OPERATOR will:

1. Provide nightly shelter in a clean, safe and well-maintained environment. All efforts should be made to provide as much comfort to the client as possible.
2. Shelters are expected to be in operation from, approximately 6:00 p.m. until 7:00 a.m. Longer hours may be negotiated with the California National Guard.
3. The building must be in good repair, free of leaks, provide adequate heat and ventilation and must meet all local building, health and safety standards.
4. Bathroom sink, toilet, and shower facilities are required in numbers suitable to meet the needs of all clients. .
5. Hot water, clean towels, and hygiene necessities must be provided.
6. Sleeping space should be adequate in size, with at least 32 inch clearance along the side of each bed/mat. Shelters must avoid overcrowding.
7. Each client must be provided, at a minimum, with a bed/mat and blanket.
8. Beds/mats must be clean and well maintained.
9. Blankets must be provided and must be kept clean and free of parasitic infestation throughout the sheltering period.
10. Families and single individuals must not be sheltered in the same area.
11. Individuals seeking shelter and/or services beyond the program parameters and means will be directed to the most appropriate resources available.

B. Site Management Tasks

OPERATOR will:

1. Provide supervision of the homeless clients including registration and the scheduling of meals, showers, and other personal services as needed.

The OPERATOR will provide two site Managers at each armory each night of operation.

2. Provide nightly services to the homeless clients, such as: personal care needs list of available resources, and referral service, etc.
3. Provide direct service/referral, nightly.
4. Take appropriate action for medical/mental health emergencies.
5. Trained security personnel must be provided for the safety of clients and staff. Security will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons, etc. A private security company paid for by the OPERATOR has handled this task.
6. Provide either licensed or National Guard-approved janitorial services to clean facility after use no later than 7:00 a.m. the following morning. Cleaning includes sweeping the floor, organizing mats, stacking towels and blankets for laundry pick-up, cleaning and disinfecting the kitchen and restrooms, picking up litter on the sidewalks and in the parking lots and securing all program equipment in locked storage bins provided for this purpose.
7. Complete a log of activities for each night, including number of clients served, referrals made, and incidents reported by security and site Managers with copies of log of activities and incident reports submitted to COUNTY. Total number of volunteers assisting the staff should be noted.

C. Administrative Management Tasks

OPERATOR will:

1. Work in partnership with the County of Orange Housing and Community Development and Homeless Prevention to develop and implement a "Good Neighbor Plan". The plan should include the local community in order to address community concerns and impacts to the Good Neighbor Plan. The Plan should also include, but not be limited to, informing the public about the positive aspects of the program, being responsive to community concerns, and working closely with city/local government to minimize the impact of the program on the surrounding neighborhood.

2. Develop and submit a Staff Responsibility Matrix including volunteer monitoring, referral service, staff coordination, etc. as set forth in Attachments ___ and ___, attached hereto and incorporated herein by reference.
3. Develop and submit a Social Services Program Information Plan to include how the information regarding other services will be disseminated at the shelter service site(s). Readily accessible information should include the availability of space, locations, and contacts of transitional shelters, as well as of substance abuse facilities and services, etc. as set forth in Attachment ___, attached hereto and incorporated herein by reference.
4. Develop and submit an In-Kind Contribution Plan in obtaining sponsor organizations to donate services and supplies to leverage federal, State and COUNTY resources, as set forth in Attachment ___, attached hereto and incorporated herein by reference.
5. Create a Fund Development Plan. As part of this requirement, be responsible for working with the County and outside sources to insure a funding stream for the Services offered in the Program, including but not limited to OC Community Services Operating Reserve funds, County local funds, Federal Community Development Grant Funds and Federal Emergency Solutions Grant Funds, as available, as set forth in Attachment ___, attached hereto and incorporated herein by reference.
6. Develop and submit a Volunteer Management Plan to include a plan for the recruitment, training, and management of volunteers for the program, as set forth in Attachment ___, attached hereto and incorporated herein by reference.
7. Develop and submit an Alternate Site Management Plan to include a plan for managing the alternate sites if the armory facilities are dark due to military deployment and training. The plan should include how adequate, consistent notification will be provided, as set forth in paragraph 5.A.12.C6, below and Attachment ___, attached hereto and incorporated herein by reference.
8. Develop and submit a 24/7 Site Management Plan (24 hours per day, 7 days a week) for the Armory Emergency Shelter Program. The plan should

include staffing, volunteers, meals, security, janitorial, support services, etc., as set forth in Attachment ____, attached hereto and incorporated herein by reference.

9. Develop and submit program policies and procedures (include in Program Documentation Manual) as set forth in Attachment ____, attached hereto and incorporated herein by reference. The Policies & Procedures shall include enforcement procedures.
10. Recruit agencies, Social Services programs and volunteers to assist with program services. Efforts shall be coordinated with the Housing and Community Development and Homeless Prevention Program Manager as set forth in paragraph 22 of Additional Terms and Conditions and Attachment ____, attached hereto and incorporated herein by reference.
11. Apply for appropriate grants to assist with the shelter expenses.
12. Be “on-call” to the COUNTY Program Manager for emergencies.
13. Establish provision for:
 - Meals
 - Janitorial services
 - Uniformed and licensed security services
 - Transportation
 - Laundry services
 - Telephones
 - Dumpster and trash pick-up
 - Showers, and
 - Support services
14. Provide Liability and other required insurances to cover accidents or injuries caused as a result of operating shelters for the homeless at the California National Guard and alternate sites.
15. Purchase supplies and equipment as needed. Supplies are to include but not limited to soap, shampoo, disposable razors, disposable diapers, feminine hygiene supplies, toilet paper, tooth paste, paper towels and heavy duty plastic trash bags. It is the OPERATOR’s responsibility to inventory, along with the COUNTY’s Program Manager, the supplies within the storage bins prior to the open date of the Program and after the close of the

Program. It is also the OPERATOR's responsibility to relocate the storage bins to and from the Armories at the beginning and ending of each Program Year.

16. Review all billings and assure payments of sub-OPERATORS.
17. Track program costs.
18. Assign volunteers to intake, food service, and clean-up chores.
19. Provide training to site OPERATORS, security personnel, community groups and volunteers, as needed and appropriate.
20. Schedule site management and security coverage for each site on each night of operation.
21. Complete weekly, monthly and an annual reports on activities, individuals served and costs of operation.
22. Arrange for completion and payment of site repairs as needed.
23. Inventory equipment and supplies at the beginning and end of shelter season.
24. Coordinate with National Guard, County of Orange Housing and Community Development and Homeless Prevention, and community-based organizations, as necessary and appropriate.
25. Maintain site OPERATOR supplies and forms.
26. Comply with all California National Guard rules and regulations in the License to Use State Military Property.

D. Food

Hot evening meals and cold continental style breakfast with fruit juice, hot coffee, creamer and sugar and disposable eating utensils will be provided in accordance with the provisions made by OPERATOR. It is the OPERATOR's responsibility to either reach agreement with vendor or to make alternate arrangements for evening meal provision. In either case, cost for meal provision is borne by the OPERATOR. In lieu of the continental style breakfast, OPERATOR may provide clients with a "sack lunch" for consumption after the clients leave the shelter for the day.

E. Janitorial

Licensed janitorial services to clean and disinfect each site after each use.

Cleaning of each site shall conform to California National Guard standards and requirements.

F. Security

Security in accordance with California National Guard requirements, including a minimum of two licensed uniformed security officers at each site.

G. Transportation

The OPERATOR will provide transportation to and from the armories from specified pick-up/drop-off points coordinated with the cities of Anaheim, Fullerton and Santa Ana and other police departments or cities as may be appropriate or needed.

H. Laundry

Towels for use at each location/site. Showers, clean towels and the laundering of the towels shall be part of the services provided to the homeless. The OPERATOR will coordinate laundry service for the towels and blankets used at each site, each night in accordance with the provisions made by the OPERATOR. It is the OPERATOR's responsibility to work with a vendor to make arrangements to provide laundry services and/or delivery of towels and blankets to each location/site. OPERATOR shall bear the cost of providing laundry services and delivery.

I. Telephone

If needed, the OPERATOR will be authorized to install temporary phone lines at their own expense at each armory utilized for emergency shelter operations. California National Guard telephones are not authorized for use by non-California National Guard personnel except in case of a life-threatening emergency. If OPERATOR determines cellular phones can be used in place of landline phones, the OPERATOR shall bear the cost of providing the cellular phones.

J. Dumpsters/Trash Pick-Up:

Secure a contract with the local disposal companies used by each armory (Santa Ana – Waste Management, Fullerton – M G Disposal Company) for delivery of two (2) 3-yard bins at each site for the period of program operation. Include additional trash pick-up days, supplementing the usual armory pick-up to five (5) to six (6) days a week (Monday through Saturday).

4. **Eligible Populations to be Served**

The Program must serve homeless people.

For the purposes of the Armory Emergency Shelter Program, a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, as further defined in 24 CFR Part 576.2.

As the location of the Armories will be published, victims of domestic violence seeking shelter cannot be served in the Armory Emergency Shelter Program. Referral criteria will be distributed to the OPERATOR to facilitate the placement of victims of domestic violence in appropriate shelter environments.

5. **Program Design**

A. Logistics

1. Intake and enrollment procedures: Clients will be asked to line up in an orderly fashion. All clients must be cleared by security before they are allowed to enter the armory facility or sign in. Each client is asked to clearly print his or her name on the sign-in sheet. All clients are asked if they have stayed at an Armory during the current year and that information is recorded on the sign-in sheet. If the person registering is a new client they are asked additional questions regarding their age, who is head of their household/family, family size, veteran status, employment status and ethnicity. New clients are asked to read the Armory Emergency Shelter Program rules, and, as with all clients, they are issued a mat and blanket and given instructions regarding showers, available commodities, clothing, and information and referral services. Each client must have his/her photo and thumb print taken which will be retained by the OPERATOR in a secure area. At no time will the client be given a copy of photo and/or thumb print. Because of various language barriers and illiteracy rates among the homeless population, all clients will be asked if they completely understand the rules and intake forms. Clients needing additional assistance will have the rules and intake forms thoroughly explained to them. When English is their second language, the rules and intake forms will be thoroughly explained in their primary language whenever feasible. OPERATOR will be

required to enter into HMIS client data and units of services by 10th day of the following month of services rendered.

2. Procedures for the distribution of blankets and mats, and insuring that blankets and mats remain clean and free of parasitic infestations. OPERATOR may contract with a vendor to clean and maintain the blankets. Upon completion of the Armory Emergency Shelter Program intake and assessment form each client will be provided with a blanket and mat. A towel is provided for showers. Each morning clients will gather and stack mats, blankets and towels prior to exit from the Armory.
3. OPERATOR's plan for providing security for clients, staff and client possessions. Licensed Security Services are provided at both facilities and alternate site locations. General duties include:
 - a. Security at Bus Pick-Up Locations. Staffed by 2 (two) guards, one (1) at each location from 4:00 PM to 8:00 PM. Security services at pick-up locations include:
 - i. Crowd Control; and
 - ii. Insures clients do not panhandle, approach or bother others while waiting for the bus.
 - b. Security at Bus Drop-off Area outside Armory. Staffed by 2 (two) security guards, one (1) from 4:00 PM to 10:00 PM and 4:30 PM to 11:30 PM. Security services at bus drop off locations include:
 - i. Managing waiting areas for clients after bus arrives;
 - ii. Insure the security of Armory and Fire Station parking lots;
 - iii. Insure that only staff and volunteer vehicles are parked at the facility unless previously approved by OPERATOR;
 - iv. Insure no use of drugs or alcohol on the property;
 - v. Maintain order among clients when they arrive on the property;
 - vi. Keep clients off the grass and rose bushes;
 - vii. Insure smoking is in assigned areas only and that smokers use pails;
 - viii. Patrol all outside areas around Armory, and windows and doors;

- ix. Watch and/or walk volunteers and staff to and from their cars;
 - x. Insure no clients leave the facility after they sign in; if a client leaves after signing in they may not reenter the facility that night; and
 - xi. Search all clients before they enter Armory. Any weapons must be tagged with client's name and kept in a locked box (accessible to Security Guards only) and handed over from shift to shift.
- c. Security Services inside Armory:
Staffed by 2 (two) guards. Security services inside the Armory include:
- i. Assist with crowd control when calling up rows for dinner;
 - ii. Check bathrooms frequently for drugs, smokers, drinkers and/or inappropriate behavior;
 - iii. Patrol all areas every 30 minutes to maintain order; and
 - iv. Insure all clients, including women & children, are in correct sections.
4. OPERATOR volunteer recruitment, training and supervision plan.
The OPERATOR shall recruit volunteers in accordance with the Volunteer Management Plan as set forth in Attachment ____, attached hereto and incorporated herein by reference. The Volunteer Management Plan is divided into three parts:
- a. Volunteer Recruitment
 - i. Volunteers may be recruited through the continuum of care assessment groups, 211OC, local church groups and other community-based resources.
 - b. Volunteer Orientation and Training
All new and returning volunteers will receive a copy of the Volunteer Information Sheet and other Armory Emergency Shelter Program orientation and information materials. OPERATOR's staff shall provide training in all matters related to the facility. Long-term

volunteers will provide advance on-the-job instruction utilizing the four-step job training method:

- i. Explain the job and its importance to overall operations.
- ii. Demonstrate how the job is done and provide helpful tips.
- iii. Observe while the volunteer performs the job; ask them to explain what they're doing and why.
- iv. After the volunteer has grasped the job, let them try it on their own and follow-up to answer questions and build confidence.

c. Volunteer Recognition and Retention

All program staff and long-term volunteers will provide continuous support and motivation to new volunteers. When possible, volunteers shall receive recognition awards and other recognitions.

5. OPERATOR plan for transportation of clients to and from shelter sites and alternate sites.

The OPERATOR shall maintain current contracts for transportation services to and from the armories and alternate sites from specified pick-up/drop-off points coordinated with the cities of Anaheim, Fullerton, Santa Ana and other stakeholders as may be appropriate.

- a. Vehicles used, and services provided to transport clients shall be consistent with existing contracted services.
- b. Methods for ascertaining and maintaining safe driving practices of all drivers shall be consistent with existing contract for services and guidelines to be implemented by OPERATOR.
- c. A plan to ensure adherence to schedules will be developed based upon best practices for prior OPERATORS.
- d. Program pick-up and drop-off locations shall be similar to those used in prior years. An announcement listing current-year Program dates, available services, addresses of regular and alternate Program sites, and Program pick-up and drop-off times and locations will be prepared and distributed to homeless individuals and those at-risk of becoming homeless, at churches and through organizations

that regularly interact with the target population in the course of business. OPERATOR will coordinate with County Program Manager for community announcement.

e. Pick-up and drop-off points are typically located at public transportation transfer points.

6. OPERATOR procedure for preparing and serving meals. Typical morning and evening meals, and agency's food procurement process.

Hot evening meals and cold continental style breakfasts with fruit juice, hot coffee, creamer and sugar and disposable eating utensils will be provided in accordance with the provisions made by the OPERATOR and/or sub-OPERATOR. OPERATOR or sub-OPERATOR to provide up to 175 – 200 evening meals at each of the two locations. The OPERATOR shall provide breakfast food including: milk, juice, muffin, fruit and other items directly. In lieu of the continental style breakfast, OPERATOR may provide clients with a “sack lunch” for consumption after the clients leave the shelter for the day.

7. Steps taken by OPERATOR to provide services for people on the street who have difficulty accessing services.

OPERATOR acknowledges that not all of the needs of the clients can be met by their stay at the Armory. As a result, OPERATOR will collaborate with other social service agencies. It is the responsibility of OPERATOR staff to coordinate with different agencies a schedule to allow representatives to come on site and meet face to face with the clients to provide services immediately and effectively. OPERATOR shall be committed to maintaining current relationships with partners in addition to expanding our partner list in order to provide more opportunities for the clients. Churches, service groups, families and individuals will be contacted by OPERATOR's Volunteer Coordinator to provide items of need to the clients, such as clothing, etc.

8. How program addresses the needs of people that are not accommodated in the Armory.

OPERATOR acknowledges that the intention of the Armory Emergency Shelter Program is to have the emergency needs of homeless persons be

met. By staying at the emergency shelter for the night, the client is provided with meals, showers, a bed, hygiene supplies, and a blanket. This program provides emergency case management for those utilizing the facility in order to connect them to additional resources to help them find and maintain some level of self-sufficiency. OPERATOR staff will help facilitate the process. By networking with local congregations, volunteer groups and service groups, they will be able to provide emergency shelter clients with special needed items, such as socks, scarves, hats and holiday gifts. If a need cannot be immediately met, then the staff will provide a referral to another social service agency who can aid the clients with their specific needs. Representatives from the collaborative agencies will be on-site to connect with clients.

9. OPERATOR's maintenance schedule and cleaning procedures for shelter, kitchen/dining and bathroom areas.

Daily and weekly inspections of shelters are conducted by volunteers and staff, and comments on satisfactory and unsatisfactory conditions are recorded on checklists and report forms identified on attached Exhibit M.

10. Reporting

The Shelter OPERATOR and the California National Guard (CNG) Armory Supervisor will conduct an inspection of the armory upon occupying and clearing the facility each day. Any deficiencies will be noted on the checklist and both individuals will sign upon clearing. Each day, the signed checklist will be turned in to the OPERATOR Shelter Supervisor.

11. OPERATOR's plan for partnering with medical or law enforcement in the event of an emergency.

With the nature of the population being served at the emergency shelter, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Staff and volunteers at these sites will be provided with additional emergency contact numbers for the Santa Ana and Fullerton Police, Santa Ana Armory, Fullerton Armory, Security Company, Bus Company, Trash Disposal Company, County of Orange phone numbers and OPERATOR's senior staff. All staff and volunteers at the Emergency Shelter Program

shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

12. OPERATOR's plan/policy/procedure for specific item/requirements identified above. Sections 3.A., 3.B. and 3.C. of the Scope of Services. Description of Services/OPERATOR's Responsibilities.

The following items/requirements are addressed and numbered as they appear within that section:

- A10. In addition to providing direct services to clients for clothing, transportation and other basic necessities, many of the linkages established by OPERATOR should include partnerships with agencies who operate housing and utility assistance including motel vouchers.
- B.2. All clients served by the project will be informed of, and provided opportunities to avail themselves of, comprehensive information and referrals to programs and services that respond to their specific needs including, if appropriate, long-term supportive and case management services.
- B.3. All on-site staff and volunteers will be informed of community-based and public resources dedicated to meeting the needs of homeless populations, the procedures involved when making referrals, or to whom the client should be directed to obtain appropriate referrals.
- B.5. In regard to rules, the OPERATOR has a complete set of rules, in English and Spanish that are read by all new clients at registration/intake.
- B.7. The OPERATOR will coordinate with the COUNTY to develop an Incident Reporting Policy and Procedure prior to Armory operations. OPERATOR shall complete, maintain and submit at appropriate times, reports containing a Daily Summary Sheet and Incident Report for each night, including number of clients served, referrals made, incidents reported by security, and total number of volunteers assisting.
- C.4. Regarding the creation of an In-Kind Contribution Plan. OPERATOR receives a substantial portion of its support from the community. As

OPERATOR, OPERATOR shall contact all prior contributors to the Armory Emergency Shelter Program to solicit continued support.

- C.5 Creation of the Fund Development Plan to insure a funding stream for the Services offered in the Program.
- C.7. Upon notification of Armory "dark nights", the OPERATOR will implement an Alternate Site Management Plan including the following activities.
- I. Contact operators of prior Alternate Sites during the past two years to determine availability and, if available, to request use of their facility on Drill Night/dark night dates. Timeline: upon OPERATOR's receipt of notification of Drill Night/dark night dates.
 - II. Contact community centers, churches and temples to determine availability of facilities able to house 150 - 200 homeless per site for any "dark nights." It is anticipated that the leaders with these communities will support and help to promote this effort.
 - III. Upon receipt of written confirmation of alternate site bookings, prepare an announcement listing dates when alternate sites will be used, alternate site addresses and directions. This announcement will be distributed to homeless populations and organizations having regular contact with them. Timeline: upon receipt of written confirmation of alternate site locations and up to two weeks in advance of the week in which alternative dates occur.
 - IV. Contact, inform and coordinate the activities of all Armory Program sub-contractor's, staff and volunteers to ensure the proper and timely delivery of all Armory Emergency Shelter Program services at alternate sites.
- C.11. The OPERATOR, shall utilize the submission of grant proposals and RFP applications as an effective and successful development strategy for securing support for the operations of its program and services.

- C.14. The OPERATOR will insure all insurance coverage requirements are fulfilled prior to the initial date of program operations.
- C.23. The OPERATOR will conduct inventories of program supplies at the beginning and end of the program year.
- C.26. The OPERATOR shall comply with all State of California National Guard rules and regulations.

6. **County Supplied Items and Assistance**

County Responsibilities are as follows:

The County assumes responsibility for the following prior to or during the implementation of the program schedule set forth herein. There shall be no charge to the OPERATOR for the following items:

All mutually agreed upon supplies for the shelter.

The County and OPERATOR will conduct an inventory at start-up and closing.

COUNTY Program Manager
Housing and Community Development and Homeless Prevention



ATTACHMENT B

Compensation/Payment

1. **COMPENSATION:**

This is a CONTRACT between the COUNTY and the SUBRECIPIENT for \$_____ as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. **PAYMENT TERMS:**

An invoice for services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the COUNTY of Orange for any monies paid to the SUBRECIPIENT for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

OC Community Resources

1770 North Broadway

Santa Ana, CA 92706-2642

Attention: Accounts Payable

4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The SUBRECIPIENT will provide an invoice on SUBRECIPIENT's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation (See Exhibit 1).

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



ATTACHMENT C

1. **SUBRECIPIENT's Cost Proposal****Project Title:** FY 2017-18 Armory Emergency Shelter Program

A. Administration and Program Cost Proposal

Proposed Activities	County Funds	SSA Fund	Total Budget (Col. 1 + Col. 2)
1. Administration Costs	\$		\$
2. Operating Costs	\$	\$	\$
3. Rapid Rehousing	\$	\$	\$
4. HMIS	\$		\$
TOTAL	\$	\$	\$

Revenue Resource Summary

Anticipated Funding Sources	FY 2017-18
Federal Community Development Block Grant (CDBG) Funds [County]	\$
Federal Emergency Solutions Grant (ESG) Funds [County]	\$
Fund 15U – Local Funds [County]	\$
Fund 15G - CalWorks [County]	\$
Ops Reserves- Fund 117 [County]	\$
Federal Emergency Food and Shelter Program (EFSP) - Pending	\$
Emergency Solutions Grant (ESG) Funds [City of Santa Ana].	\$
Community Development Block Grant (CDBG) Funds [City of Fullerton]	\$
Emergency Solutions Grant (ESG) Funds [City of Garden Grove]	\$
Community Development Block Grant (CDBG) Funds [City of Tustin]	\$
Emergency Solutions Grant (ESG) Funds [City of Santa Ana]. RRH	\$

TOTAL FUNDS	\$
Shelter Operational Days = Minimum of 58 days up to 157 days, depending on final funding allocations	58-157

2. FUNDS/PROGRAM FUNDING BUDGET:

A. Funds

1. Funds will be used to:

Fill gaps in other funding shortfalls to include, but not limited to: operations, salaries and benefits, transportation, security, food, insurance costs, equipment and supplies, maintenance and other operating costs and support services, such as rapid re-housing assistance activities. Other funding sources may include but not limited to federal, State and local funds, etc.

B. Program Funding Budget

The subject proposal will be financed under this CONTRACT as follows:

15U (local funds)	\$
Operations, Support Services, Salaries and Benefits	
CDBG funds (24 CFR Part 570) (KCXXXXX– IDIS XXXX)	\$
Operations, Support Services, Salaries and Benefits	
ESG funds (24 CFR Part 576)	\$
Shelter/Operations/Essential Services	
(\$) (KEXXXXX IDIS XXXX)	
Rapid Re-housing	
(\$) (KEXXXXX IDIS XXXX)	
HMIS	
(\$) (KEXXXXX IDIS XXXX)	
Fund 15G –(local funds)	\$
Operations, Support Services, Salaries and Benefits	
Ops Reserves- (local funds)	\$
Operations, Support Services, Salaries and Benefits	
TOTAL FUNDS	\$
C. Matching Funds	
a. Amount of Matching Funds (Must be at 100%)	\$
b. Source of Matching Funds:	Cash and/or In-Kind

- D. Funds shall be used for the following items, unless ineligible Program activity/cost as identified from its funding source:
1. Costs relating to the operations, salaries and benefits, transportation, security, food, insurance, equipment and supplies, maintenance, and other related operating costs and support services relating to rapid re-housing assistance.
- E. Members of SUBRECIPIENT's Board of Directors will serve in a voluntary capacity and receive no compensation, other than reimbursement for expenses, for their services. Under no circumstances will compensation for staff of SUBRECIPIENT exceed 45 percent of overall funding from all sources, other than reimbursement for expenses.
- F. Upon written request by SUBRECIPIENT and written approval by the DIRECTOR, or designee, compensation may be reallocated to address any costs incurred for previously unbudgeted uses eligible under the applicable COUNTY guidelines.
- G. Prior to final payment by COUNTY, reimbursement for the cost associated with the National Guard License Agreement, attached as Attachment H, and incorporated herein by reference, for rent of the program will be held until it is determined that the cost for these services have been paid in full.

3. REQUIRED EXPENDITURE THRESHOLD:

The following "Required Expenditure Threshold" criteria have been established to guide the SUBRECIPIENT in structuring and scheduling their expenditure of funds received through this CONTRACT. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

Based on the first day of shelter operation, the following are the minimum required expenditure threshold.

For a 157-Day Shelter Operation:

<u>Milestone Date</u>	<u>Minimum Required Expenditure of Shelter Funds Threshold</u>
30 days after first day of shelter operation -	35% of contracted Amount Expended
60 days after first day of shelter operation -	50% of contracted Amount Expended
90 days after first day of shelter operation -	60% of contracted Amount Expended
120 days after first day of shelter operation-	80% of contracted Amount Expended
157 days after first day of shelter operation-	100% of contracted Amount Expended



ATTACHMENT D

1. Staffing Plan

Project Title: Armory Emergency Shelter Program

Complete and Submit – Initial Report due on or before July 1.

(Include name and classification).

	Name/Staff	Classification/Title
1		
2		
3		
4		
5		
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13		
14		
15		
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24		

SUBRECIPIENT shall appoint a Program Manager to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. This Program Manager shall be identified to the COUNTY. If there be a Program Manager change the SUBRECIPIENT will notify the COUNTY in writing prior to the change being made.



ATTACHMENT E

1. **Project Schedule**

July 1, 2017 – CONTRACT Start Date

A. Recruit and train Armory Program staff

B. Initiate:

1. Volunteer Management Plan
2. Alternate Site Management Plan
3. 24/7 Site Management Plan
4. Social Services Program Information Plan
5. In-Kind Contribution Plan
6. Fund Development Plan
7. Program Documentation Manual/Forms, Policies and Procedures
8. Incident Reporting Policy and Procedure

C. Milestone Date for:

1. Volunteer Management Plan (including supporting documentation)
Initial Report due on or before November 1, or 15 days prior to opening of shelter program, whichever date comes first.
2. Alternate Site Management Plan (including supporting documentation) Initial Report due on or before November 1, or 15 days prior to opening of shelter program, whichever date comes first.
New Alternate Site form due three (3) days after confirmation of dark night, and prior to activation of new alternate site. This report may be combined with Initial Report.
Final Report Due: May 31, or 30 days after close of shelter program, whichever date comes first.
3. 24/7 Site Management Plan (including supporting documentation)
Initial Report due on or before November 1, or 15 days prior to opening of shelter program, whichever date comes first.
4. Social Services Program Information Plan (including supporting documentation)

Initial Report due on or before November 1, or 15 days prior to opening of shelter program.

5. In-Kind Contribution Plan (including supporting documentation)

Initial Report due on or before November 1, or 15 days prior to opening of shelter program.

6. Fund Development Plan (including supporting documentation)

Initial Report due on or before November 1, or 15 days prior to opening of shelter program.

7. Program Documentation Manual/Forms, Policies and Procedures (including supporting documentation)

Initial Report due on or before November 1, or 15 days prior to opening of shelter program. This Manual to include all of the above Plans (1 thru 7). In addition, a copy of Manual is retained at each emergency shelter site.

Final Report Due: May 31, or 30 days after close of shelter program.

8. Incident Reporting Policy and Procedures.

Initial Report due on or before November 1, or 15 days prior to opening of shelter program.

D. Confirm or re-negotiate agreements with sub-SUBRECIPIENTS.

E. Inventory the Armories and Storage Containers.

F. Supplies and Equipment. Order the following needed items:

1. Supplies and Equipment
2. Breakfast supplies
3. Two first aid kits
4. Arrange for phone service
5. Extra Dumpsters

G. Meet with all SUBRECIPIENT's Armory employees to review all Program forms and rules.

H. Armory Emergency Shelter Program – Operational Days

October	Projected Opening Date for Shelter Operation (Based on funding/schedule)
April	Projected Closing Date for Shelter Operation (Tentative – Based on Funding)

One to two weeks after closure – Take down and close out of shelters. Move storage containers and complete inventory of items.



ATTACHMENT F

CLIENT RULES

Welcome to the emergency shelter program. The Staff and Volunteers are working very hard to make your stay safe and comfortable. As a client of the program, you *must* agree in writing to follow these rules at all times:

Sign-in at the Shelter begins at 6:00 PM and ends at 9:00 PM. Clients will NOT be allowed entry into shelter before 6:00 pm for any reason including but not limited to using the restroom. Clients will NOT be allowed entry into the shelter after 9:00 PM. Clients may not leave the shelter after signing in for any reason. If you leave, you will forfeit your bed. No exceptions. *(This policy includes but is not limited to going to your car to retrieve personal belongings, cigarettes, etc.)*

1. Priority will be given to clients who take the shuttle bus to and from the Shelter each day.
2. Alcohol and drugs are NOT permitted in or around the Shelter and they will be confiscated. At the discretion of the Site Leader or Management, you may be excluded from the program for that night, or possibly terminated for the remainder of the season.
3. No weapons are permitted. They will be tagged by security and kept until you leave. Anyone with a concealed weapon will be immediately excluded from the program.
4. We reserve the right to search all applicants for weapons, alcohol, and illegal drugs.
5. Photo ID's are required of all registered clients. _____ will take photos and thumbprints to produce program ID's for clients. By entering this program, you give your consent to this.
6. All Clients must check in and fill out appropriate paperwork.
7. Showers are strongly recommended for all shelter clients. No showers after 9:00 PM or in the morning. Only 1 towel will be given for showers. Do not take the towel back to your mat; you must place inside the bin located outside of bathroom door. All blankets and towels are to be returned to staff before exiting the shelter. All towels, mats and blankets must be accounted for.
8. No smoking inside the Armory. There is a designated smoking area outside the Armory. No smoking once lights are out. Smoking is only permitted in the designated area while staff or security is present. Smoking breaks will be scheduled and will be monitored at all times.
9. Lights go out normally at 10:00 PM. Clients must remain at their beds after lights out.

10. Wake up call is 4:45 AM. Coffee and breakfast is provided to clients (when available), prior to the return of their blankets in the mornings. Clients must leave the shelter by 6:00 AM, no exceptions. No one is allowed in the shelter after 6:00 AM. If you came by bus, you must exit by bus.
11. In public areas, shirts and pants are mandatory for men and women at all times; socks and shoes are strongly encouraged.
12. The evening meal is served at 7:00 PM. Please clean up around your area after you eat, and wear shoes when in the meal line. Should you have a spill, please notify staff immediately.
13. There are no phones available for personal use inside the shelter. All personal calls should be made before coming into the armory. All cell phones should be turned off prior to entry into armory but may be turned on for use after regular check in procedures are completed. Clients are NOT allowed to use ANY electrical outlets for any reason.
14. Client cars may be parked on shelter property, if in designated areas, and the vehicle is registered with program. Once you enter the shelter, you may not return to your vehicle for any reason. You may not park your car on the first row. Clients are not to park in residential areas. Vehicles are only allowed to be parked during operation hours and must be off the premises by 6:00am or will be towed at the owner's expense.
15. Due to limited space and client safety, you are restricted to TWO HANDHELD BAGS ONLY. Shopping carts, excessive luggage, bags, bicycles, etc. will not be allowed in the Armory
16. Clients are not allowed in the outside back-area of the armory, storage containers, kitchen or any other rooms of the Armory other than the main hall and bathrooms. All other areas are off limits to anyone other than Program Staff or Military Personnel.
17. Children must be supervised and accompanied by parent(s) at ALL times, and cannot go into the showers or bathrooms alone. Children are not allowed in the single men or single women's sleeping areas at any time.
18. There is a women's section and a men's section for sleeping. Women are not allowed in the men's section, and men are not allowed in women's section.
19. Only the Site Leader or Manager on duty can expel / prevent any clients from staying at the shelter. Any conflicts between clients should be brought to the attention of the staff immediately. If you are asked to leave and you do not, it is a trespass on federal property.
20. Clients cannot reserve mats. Do not put any of your items on another mat to reserve a space. You also may not reserve a mat for another client (excluding your children).
21. Donations will be handed out in an orderly fashion by the staff and volunteers. Clients will not interfere with donations being brought in or the distribution of donations.
22. The Shelter Program operates as guests of the city in which it is located. As a result, all clients are expected to be Good Neighbors and have an obligation to comply with all state and local laws and/or ordinances and Shelter rules and behave in a courteous manner at all times. Complaints

from residents, business owners, or public officials may result in warnings to the clients and expulsion from the Shelter program.

- 23. Any threats or acts of violence such as loud and disruptive behaviors, threats, fighting, etc. to staff, volunteers, military personnel or other clients will result in immediate expulsion.
- 24. Neither _____, the National Guard nor any of its vendors are in any way responsible or liable for lost, stolen, or damaged items that clients bring onto premises.
- 25. No pets are permitted into the armory at any time.
- 26. Cash is never to be given to Staff, Volunteers, Military Personnel, or Interns at ANY time.
- 27. The maximum allowed number of nights for individuals to be serviced shall be 180 nights.

As a result of signing this form, I have read and do understand that neither _____, any volunteers, service providers, The National Guard, American Security, or any of the vendors providing services for the Emergency Shelter Program will be responsible for any loss, theft, or damage to personal property, including, but not limited to, Bicycles, Carts, Luggage, Cell Phones and other items that are Brought onto the premises of the Armory or other locations that the Emergency Shelter uses for its clients.

I have read the above and agree to follow the Shelter rules.

Name (please print): _____

Signature: _____ Date: _____



ATTACHMENT G

1. Good Neighbor Plan

The Armory Emergency Shelter Program is a collaborative effort between the County of Orange, the participation cities of Fullerton, Santa Ana, and Anaheim, and _____ to provide emergency shelter for homeless clients in a safe and healthy environment while protecting the rights of those living or working near the shelter facilities in full cooperation with local governments including area law enforcement agencies, the California National Guard, and other affected agencies.

It is the goal and objective of this Good Neighbor Plan to provide a mechanism to gather input from all collaborative agencies and organizations, to facilitate the timely exchange of ideas and issues, to work toward proactive solutions, and ensure all parties have a full voice to ensure a successful Armory Emergency Shelter Program. Periodic status/progress reporting will be made to all appropriate entities regarding the implementation of this Plan.

2. Summary

Armory locations are: 612 E. Warner, Santa Ana & 400 S. Brookhurst Road, Fullerton. The Armory Emergency Shelter Program (Armory) provides shelter for approximately 400 (200 per Armory) homeless persons per night during the 157-day winter program. The Program will begin in early November as allowed by funding and the National Guard, and will continue to provide services and shelter through the season which extends up to 157 days dependent on funding and availability of the National Guard.

Housing and Community Development and Homeless Prevention (HCD/HP) will administer the County contract with _____ for operation of the Armory program.

The program operator is responsible for the coordination of on-site supportive services for the Armory program . This includes coordination with: Health Care

Agency, Social Services Agency, Cities of Santa Ana, Fullerton, and Anaheim (and other surrounding cities such as Placentia and Buena Park), , 2-1-1 OC, as well as other nonprofit agencies who provide supportive services for the Armory program.

3. Program Administration

The County of Orange (the County) and _____ (the Contractor) shall each appoint a Project Manager to direct the efforts in fulfilling the obligations of the program. The County Project Manager will act as a liaison between HCD/HP, the Contractor, the cities, the local California National Guard, the State Military Department, and any other agencies as may be appropriate during the term of this agreement.

The County and Contractor Project Managers along with other key personnel associated with the Project will form a Project Management Team (the Team) to coordinate the successful completion of the Project. It is the intent of the Project Team to involve and collaborate with the cities and all other affected parties in order to fully exchange information and mitigate any unfavorable situations.

The Project Team places high priority on full cooperation and coordination with the local cities and the California National Guard personnel to provide the best possible emergency shelter conditions for the homeless of the County, while minimizing the impact to the local communities and the National Guard facilities and equipment. The local agencies and the California National Guard personnel will be part of all appropriate planning sessions, will be copied on all appropriate program correspondence, and will receive a high-priority response to questions or problems arising through the life of this program.

4. Communication

Team members will meet during the program year to review management reports and discuss Project performance and progress under the Agreement. The Team will maintain a current phone and E-mail list of agencies that will include all key personnel associated with the Project. In addition, an Emergency Contact List will be maintained and distributed to include 24-hour emergency phone numbers.

Both phone and E-mail lists will be used to control rumors, disseminate information quickly, and enable the Team and the public to contact the appropriate people when issues or concerns arise. The Site Supervisors will maintain an Incident Log and record any incidents, issues or complaints that arise from the operation of the shelters. Copies of the Incident Logs will be forwarded to appropriate members of the Team. It is expected that all members of the Team will remain in constant contact with other Team members via phone and E-mail, and that all significant discussions and issues will receive full input and support so that the Team speaks with “one voice”.

All citizen complaints arising out of the Armory Emergency Shelter Program will be logged in the Incident Log and forwarded to the appropriate senior Team member for prompt investigation and resolution. It is expected that all complainants will receive an initial response within 72 hours or less, with intent to find a mutual resolution on an expedited basis. All Team members will be fully committed to customer service response, and will consider the resolution of citizen complaints a high priority.

A comprehensive community relations program will be initiated to establish and publicize facility tours, distribute program brochures, highlight corporate, organizational and individual volunteering, recognize exceptional participation, and represent the program at community speaking opportunities. All community and media contact will be made in concert with County Media Representative and National Guard media guidelines. Incorporate in the Program an emphasis on how the Armory helps clients’ progress to permanent housing and self-sufficiency (i.e. jobs). The community relations program will also recognize and highlight the collaborative efforts among various agencies involved or supporting the Armory (i.e. service providers, churches, public agencies, businesses that donate).

The Contractor will include a copy of this Good Neighbor Plan in employee new-hire packets, and all employees and volunteers will be expected to comply with this Plan. Copies of this Plan will be distributed to area businesses and agencies as appropriate.

The Contractor's Client Agreements given to all clients entering the Armory Program will include a summary of the provisions of this Good Neighbor Plan stressing the commitment to the public partnership aspect of the Program and the importance of following these guidelines at all times. Emphasize orientation on client behavior, abiding by the Good Neighbor Policy onsite and off-site the Armory. Client violators of these Good Neighbor guidelines will be given additional orientation on the provisions of this Plan. Repeat violators will be excluded from the Program. The Client Agreements will reflect the in house policies and procedures that will be posted, read, and signed by clients.

5. Safety, Health and Security Rules

Clients entering the shelters will receive information, both written and verbal, regarding safety, health and security rules and regulations. All clients will be required to sign an agreement to abide by these rules and regulations. In addition, all clients must have a Photo ID to be admitted to the Armory. Photo IDs will be provided for those clients lacking suitable identification.

No violence or criminal activity of any type will be tolerated in or around shelter property. No use of alcohol or drugs in or around the shelters will be allowed. No weapons are permitted in or around shelter facilities. Anyone found to be concealing a weapon will be exited from the Program.

Clients will be transported to the shelters in buses provided by the Contractor, and security personnel will be stationed at pick-up and drop-off points. A limited number of walk-in clients will be admitted on a space available basis. Security personnel will also be stationed in and around the Armories.

The license numbers of all client vehicles driven to the Armories will be recorded during the sign-in process, and Security personnel will include these vehicles in their exterior patrols to ensure vehicle security and guard against nuisance situations for homes and businesses in the area.

Detailed, written rules and regulations relating to safety, health and security are maintained as part of the Project Documentation Manual and are available for review at all times. A copy of this document will be maintained at each Armory.

6. Loiter Control

Clients will be transported to the shelters in buses provided by this Project from pre-determined pick-up points. Security personnel will be station at pick-up and drop-off points to ensure all rules are observed.

Smoking is allowed only in designated areas outside the Armories.

Sign-in is at 6:00PM and clients may not leave the Armories after signing in. Anyone leaving after sign-in will forfeit his or her bed.

Sign-out is no later than 6AM.

Each site, in consultation with all collaborative agencies and area residents, will develop loiter guidelines for management at each site that will be included in the project documentation manual.

7. Litter Control

Contractor personnel will keep the shelter areas free of litter, graffiti and shopping carts in accordance with National Guard and City requirements. Daily inspections will be conducted both inside and outside Armory facilities to ensure full compliance with National Guard and City requirements, and Contractor personnel, followed by re-inspection, will correct sub-standard cleanliness ratings immediately.

8. Crime Prevention

The Contractor will have in place written security policies and procedures for the shelter facilities with special emphasis on entering and exiting facility, exterior security, and policies and procedures that will inhibit loitering, public drunkenness, drug trafficking, weapons possession, and criminal activity. Substantiated drug,

alcohol use, weapons possession, or other criminal activity will be cause for exclusion from the shelters.

9. Mediation

In the event concerns develop that cannot be resolved through existing channels, including County and Contractor Project Managers and shelter staff, the disputing parties may commit to participation in the mediation services offered by the Institute of Conflict Management in a non-threatening environment at a location to be determined by parties involved.

10. Environmental Issues

All decisions made and process initiated for the Armory Emergency Shelter Program will include an assessment of appropriate environment considerations. Garbage collection and removal will incorporate recycling to the extent possible, and energy conservation measures will be utilized wherever appropriate.



LICENSE NUMBER	00252
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

THE COUNTY OF ORANGE

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 15th day of November, 2016, by and between the California Military Department (CMD), hereinafter called STATE, and the County of Orange, 1300 S. Grand Ave, Santa Ana, CA 92705, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" and collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Fullerton Armory located at 400 South Brookhurst Road, Fullerton, CA 92633, hereinafter called PREMISES identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, it is consistent with California Government Code sections 15301-301.6 that STATE shall support programs to provide winter shelter for homeless California citizens; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.

2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.
3. PREMISES will not be available for use during drill periods: 2-6 Nov 2016; 2-4 Dec 2016; 10-15 Jan 2017; 7-12 Feb 2017; 28 Feb – 5 Mar 2017; 13-15 Apr 2017.
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic and which pertains to the use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities.
9. LICENSEE shall have use of the Drill Floor, Latrines, Showers, Fire Marshal approved Kitchens, and parking areas for placement of storage containers (IF REQUIRED).
10. LICENSEE agrees to clean PREMISES and remove all litter, trash, cans, bottles, etc. from the surrounding landscaped areas. LICENSEE shall also provide janitorial service for the restrooms, showers, and drill floor by a licensed contractor or qualified (city/county) civil service employee to ensure PREMISES is cleaned and sanitized according to the standards set forth in **Exhibit "C"**, consisting of one (1) page, and by this reference made a part hereof.
11. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees or agents and all losses shall be reported to STATE immediately upon discovery.
12. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or other part of PREMISES nor change in any manner or move any fixture on PREMISES or make any alterations or changes to PREMISES without prior written consent of the Readiness Center Commander.
13. Upon completion of use, LICENSEE shall remove all decorations, display, signs or equipment on PREMISES.
14. Upon expiration of this license, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof and Acts of God excepted.
15. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor

shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, and then only in a controlled area under LICENSEE supervision.

16. LICENSEE acknowledges PREMISES may not be fully ADA compliant, and furthermore, agrees to provide all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE, in accordance with Section 15301-15301.6 of the California Government Codes, and to prevent the "loss of life" of homeless persons during winter weather conditions, is responsible for Emergency Shelter Operations, but may provide on-site management through a non-profit organization.
2. The armory will be available for Winter Shelter Program use between the hours of 5:30 p.m. through 7:30 a.m. unless otherwise agreed, EXCEPT during any period an organization of the State Militia or of the Armed Forces of the United States is conducting drills or other military training or activity at the armory (or during any period the armories have been designated by the Governor or the Adjutant General for use appropriate to a condition of emergency).
3. LICENSEE shall provide easily identifiable uniformed security personnel with a current and valid security guard card who will be on the premises of the armory one hour before the shelter opens until one hour after lights-out in the evening. The security officer shall have access to a telephone, provided by LICENSEE, for calling the appropriate law enforcement agency, should it become necessary. LICENSEE assumes all responsibility for protection of patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the Facilities and Infrastructure Department (J-9) or the Winter Shelter Program Manager before leaving the PREMISES.
4. Any damage discovered on PREMISES will be inspected by representatives of STATE (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs).
5. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator. With appropriate prior approval, LICENSEE will deliver necessary services using state-approved materials, while closely coordinating/collaborating with STATE'S Area Coordinator.
6. LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES Winter Shelter Program use within thirty (30) days of being presented a demand (invoice) for payment.
7. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.
8. LICENSEE shall take whatever steps necessary to ensure that clients of the shelter are not on the premises or, in the immediate vicinity of the armory outside of the hours of shelter operation. If at any time the National Guard is dissatisfied

with the efforts of the County/City and/or its representative Agency, in this regard, the County/City and/or its representative Agency shall meet with the State of California, Military Department to explore additional steps to comply with this condition; which may include busing of clients from other location to and from the armory.

9. LICENSEE shall supply sanitary items and paper products necessary for the operation of the Emergency Shelter Program, to include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towel, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
10. Pets of clients occupying PREMISES or participating in services provided by the Shelter Program are prohibited, with the exception of registered service animals with current documentation.
11. LICENSEE shall ensure that shelter clients demonstrate valid vehicle registration and insurance to be allowed to park their vehicle in PREMISES parking area.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

County of Orange
 Housing and Community Development/Homeless Prevention
 Attn: Kelly Lupro
 1300 S. Grand Avenue, Bldg. B
 Santa Ana, CA 92705
 (714) 480-2744

To STATE:

California Military Department
 9800 Goethe Road, Box 18
 Sacramento, CA 95826
 (916) 854-3788

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.**INSURANCE REQUIREMENTS**

1. LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:
 - Combined single limit liability of \$2,000,000, or
 - Special event coverage with a limit of \$2,000,000, and
 - A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.
2. STATE is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LICENSEE or property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever while in, upon, or in any way connected with PREMISES during the term of this license or any occupancy hereunder, except those arising out of the sole negligence of the STATE.
3. LICENSEE agrees to indemnify and defend STATE in the event if any claim, demand, cause of action, judgments, obligations or liabilities, and all reasonable litigation and attorney's expenses which said party may suffer as a direct and proximate result of the violations of any law, breach of any terms of AGREEMENT, negligence or other wrongful act by a party to this license or such party's employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its employees.

V.**FEES**

1. The basic use fee is Five Hundred Forty Dollars (**\$540**) for each daily use period; personnel and utility costs included.
2. Each daily use period is fourteen (14) hours; 5:30 PM to 7:30 AM.
3. The total number of use periods for which an armory was committed to program use will be tabulated monthly.
4. The number of use periods will be multiplied by \$540 to establish the total fee to be remitted to the STATE.
5. Extraordinary utility costs will be assessed LICENSEE on an as-incurred basis and included as a surcharge in invoices from STATE.
6. Payment for armory use is due and payable the first business day of each following month and is considered delinquent after the fifteenth (15th) of the month.
7. LICENSEE's check will display STATE'S License number as shown on Page 1 of this document and be made payable to the California Military Department. Payment will be remitted to the address in Section III - Notification, and LICENSEE shall not require receipt of an invoice before issuance of payment

due.

VI. TERM

License shall take effect no earlier than November 1, 2016 or upon execution by STATE, whichever is later, and shall expire April 15, 2017.

VII. AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days written notification to the other party at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

VIII. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

IX. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

X. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XI. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XII.**DEFAULT**

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE'S expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIII.**PRESENCE OF LEAD**

STATE lead exposure standards for industrial occupancies, like an armory use, are not more than (\leq) 200 microns/square foot. The Army National Guard (ANG) has adopted a more strict safe limit for lead exposure of \leq 40 microns/square foot. STATE has accepted the more stringent ANG standard and has surveyed PREMISES for lead, the results of which are contained in **Exhibit "E"**, attached hereto and by this reference made a part hereof. Study results demonstrate the PREMISES complies with existing state environmental requirements for lead exposure in an industrial setting, but it also identifies a small number of areas where remediation is required to achieve the new ANG standard. As a result of this finding, the armory is unsuitable for occupancy by children and its use is therefor so restricted by this reference.

CONCURRENCE

INSTALLATION COMMANDER

COUNTY OF ORANGE

DATE: _____

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By *Carolyn S. Frost*

Deputy

Date 04/07/17

DRAFT

EXHIBIT A

VICINITY MAP/REGION

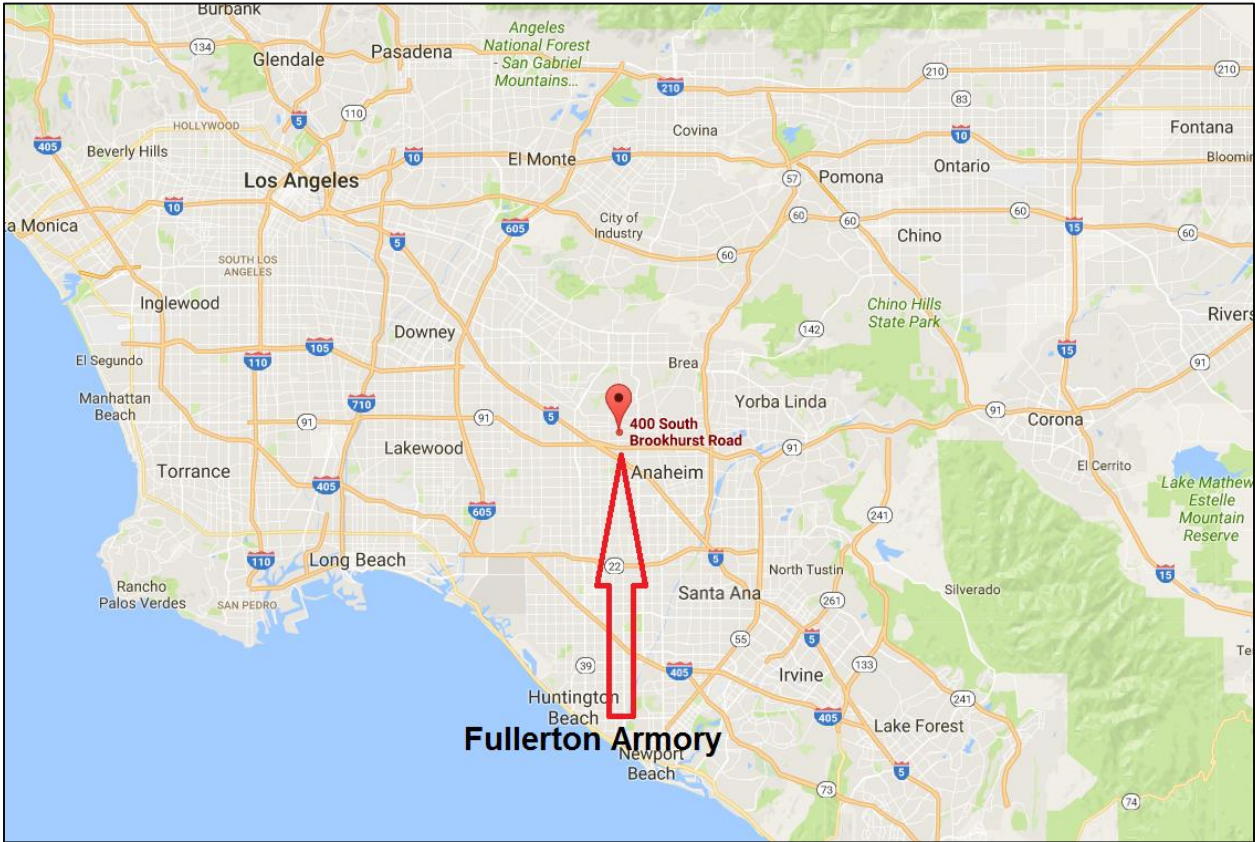


EXHIBIT B

ARMORY LOCATION/ PREMISES

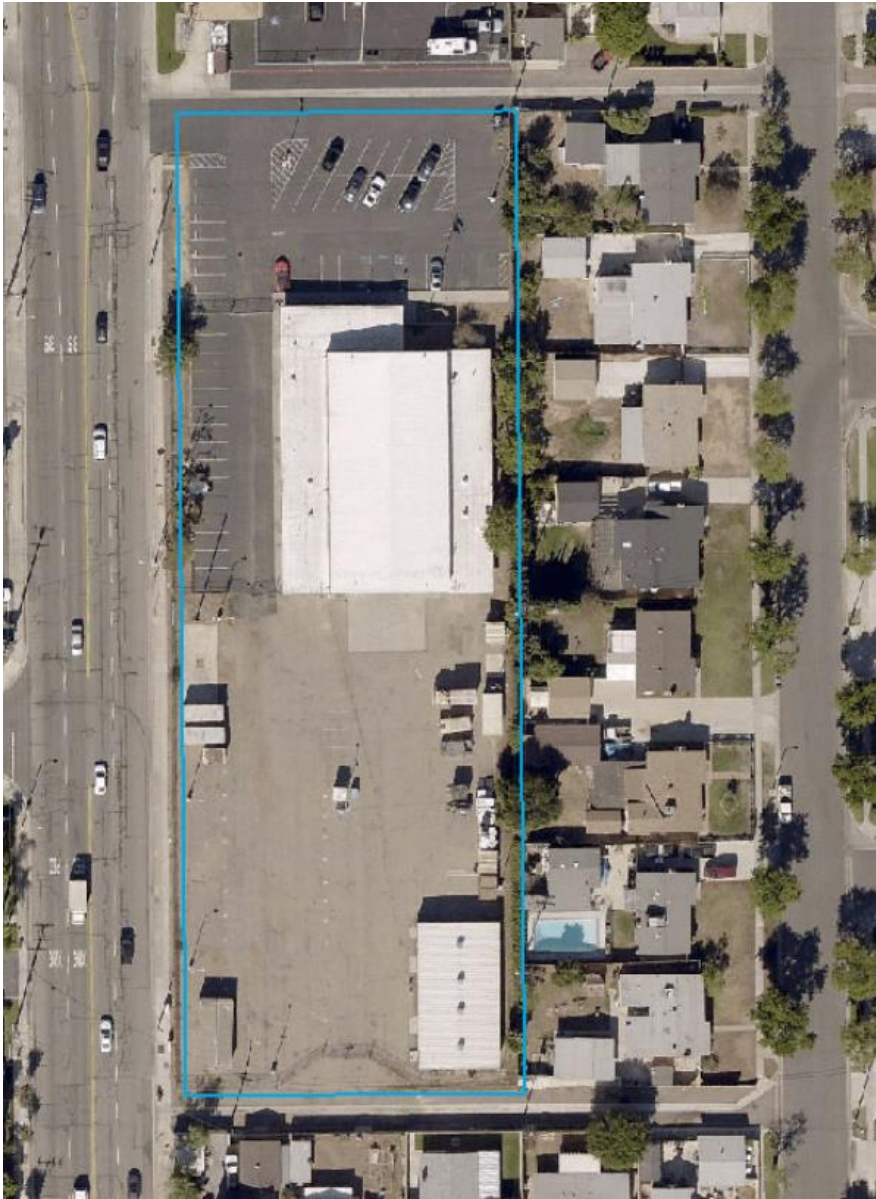


EXHIBIT C

JANITORIAL AND CUSTODIAL SERVICES

LICENSEE, at LICENSEE's sole cost and expense, shall furnish the following commercial janitorial services and supplies to PREMISES during the term of this LICENSE:

- A. Trash disposal,
- B. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dirt, litter, grime, stains, etc., to the greatest practical degree possible, by performing at least the following:
 - (1) Empty and clean all trash containers, and dispose of all trash and rubbish.
 - (2) Clean and maintain in a sanitary and odor-free condition all floors, basins, toilet bowls, and urinals.
 - (3) Furnish and replenish all latrine toilet supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas of the leased space.
 - (4) Sweep or dust mop all hard surface floors or carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
 - (5) Wash latrine mirrors, remove finger marks and smudges from all glass entrance doors.
 - (6) Specifically check and remove spots and/or spills from the floors, carpets, or stairways as needed, but not less frequently than the end of each occupancy period.
 - (7) Following the last day of use, PREMISES shall be deep cleaned, which includes the following:
 - a. The assembly hall shall be waxed and buffed to a high shine
 - b. The hallways shall be waxed to a high shine
 - c. The bathrooms shall be steam cleaned and disinfected to the highest degree removing stains and mold in grout and other discoloration and build up in showers and tiled areas.
 - d. If kitchen is used in any way, wipe down and disinfect kitchen area to include cleaning of all stainless steel counters and appliances.

EXHIBIT D

CERTIFICATE OF SELF INSURANCE

EXHIBIT E

LEAD SURVEY

(SEE FOLLOWING PAGES)



**DEPARTMENT OF THE ARMY AND AIRFORCE
NATIONAL GUARD BUREAU
INDUSTRIAL HYGIENE SOUTHWEST
10510 Superfortress Ave, Ste. C
Mather, CA 95655**

ARNG-CSG-P

23 SEP 2016

MEMORANDUM THRU California Army National Guard, Occupational Health Manager (OHM),
ATTN: Marianne Anderson, 9800 Goethe Road, Sacramento, 95827

THRU California Army National Guard, Facility Maintenance Office (FMO), ATTN: LTC Craig
Sandman, 9800 Goethe Road, Sacramento, 95827

FOR Commander, Company A, 1-160 Infantry, (UIC WPCMA0), Fullerton Armory, 400 South
Brookhurst Road, Fullerton, CA 92833

SUBJECT: Executive Summary for Industrial Hygiene Annual Wipe Sampling for Company A, 1-
160 Infantry, (UIC WPCMA0), Fullerton Armory, 400 South Brookhurst Road, Fullerton, CA
92833, conducted on 31 AUG 2016

1. References.

- a. ARNG-CSG All States Memorandum, SUBJECT: Possible Lead Dust Hazard in Army National Guard (ARNG) Readiness Centers, dated 23 September 2015.
- b. DODI 6055.01 Appendix to Enclosure 4, Implementing Guidance for Controlling Surface Contamination in Operations using Lead, Hexavalent Chromium, and Cadmium, dated 14 OCT 2014
- c. Army National Guard (ARNG), Industrial Hygiene Sampling Guide for Surface Lead in Readiness Centers (RC), dated 27 OCT 2015.
- d. Conducting Industrial Hygienist Data, attached.

2. General.

- a. At the request of the NGB Industrial Hygiene, Southwest (IHSW) Region, a limited sampling to identify possible lead surface contamination for your facility on 31 AUG 2016.
- b. Use of trademark names in the attached data, or this Executive Summary, does not imply Army National Guard endorsement of any product.
- c. The purpose of this industrial hygiene site visit is to assist with the state, and your, responsibility to conduct annual lead surface wipe sampling within ARNG Readiness Centers (RCs)/Armories to determine and identify contributing factors of lead dust within the facility.

SUBJECT: Executive Summary for Industrial Hygiene Site Assistance Visit (IHSAV) for Company A, 1-160 Infantry, (UIC WPCMA0), Fullerton Armory, 400 South Brookhurst Road, Fullerton, CA 92833, conducted on 31 AUG 2016

As noted from previous site visits, weapons cleaning (i.e. personal, crew served and artillery pieces) and vehicle maintenance, have resulted with lead dust deposits in many facilities. In cases such as these, an effective housekeeping program can remove the lead dust. In order to provide a higher level of protection for our Soldiers, their families, and the general public, the following site visit was conducted.

The following data will inform you of the effectiveness of your housekeeping program and determine relative risk for your facility.

3. Observations / Recommendations.

a. The analysis results received for the samples collected indicate the following, checked as applicable:

(1) Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate either exceeds the 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) or 200 $\mu\text{g}/\text{ft}^2$ ARNG standard and require cleaning and/or reevaluation. **(RAC 2, as applicable for non-ARNG personnel)**

(a) Recommend treating/cleaning areas noted within attached data to below 40 $\mu\text{g}/\text{ft}^2$ or 200 $\mu\text{g}/\text{ft}^2$ IAW space and occupancy type. This should include reevaluation.

(b) IHSW further recommends the actions listed within paragraph 3.a.(4), this memorandum.

(c) IHSW recommends continued cleaning within the administrative offices, kitchen, and communal areas to maintain lead particulate concentrations as free as practical and below the ARNG standard of 40 $\mu\text{g}/\text{ft}^2$. Utilize the enclosed Clean-up SOP as a guide to assist with the prevention efforts. Ensure personnel clean-up area(s) and tables after weapons cleaning activities. Tables used for weapons cleaning should be marked, "For Weapons Cleaning Only," when utilized as such. (DODI 6055.01 Appendix to Enclosure 4, date 14 OCT 2014)

(2) Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate are below the 40 $\mu\text{g}/\text{ft}^2$ and 200 $\mu\text{g}/\text{ft}^2$, for the areas sampled. **(RAC NOT ASSIGNED)**

(a) Although below the 40 $\mu\text{g}/\text{ft}^2$ and 200 $\mu\text{g}/\text{ft}^2$ threshold, IHSW recommends continued cleaning within the administrative offices, kitchen, and communal areas to maintain lead particulate concentrations as free as practical and below the ARNG standard of 40 $\mu\text{g}/\text{ft}^2$. Utilize the enclosed Clean-up SOP as a guide to assist with the prevention efforts. Ensure personnel clean-up area(s) and tables after weapons cleaning activities. Tables used for

SUBJECT: Executive Summary for Industrial Hygiene Site Assistance Visit (IHSAV) for Company A, 1-160 Infantry, (UIC WPCMA0), Fullerton Armory, 400 South Brookhurst Road, Fullerton, CA 92833, conducted on 31 AUG 2016

weapons cleaning should be marked, "For Weapons Cleaning Only," when utilized as such. (DODI 6055.01 Appendix to Enclosure 4, date 14 OCT 2014)

(b) IHSW further recommends the actions listed within paragraph 3.a.(4), this memorandum.

(3) Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate are below the 40 µg/ft², 200 µg/ft², and are also below the Limit of Detection (LOD)/Below Reporting Limit (BRL) for the areas sampled. **(RAC NOT ASSIGNED)**

(4) Although the analysis results are returned below the ARNG recommendations, other regulatory requirements are required as it relates to lead.

(a) Occupant Notifications. Recommend the State ARNG make appropriate notifications to all occupants outlining the potential hazards, measures persons must take to ensure their health, and to outline the State ARNG's plan to remediate (abate), if necessary, the elevated lead levels within the facility as required by Federal, State, and local laws, regulations, and requirements. At the minimum, the following occupancy groups should be included within the notifications: AGR, IDT personnel, state employees, contract employees, youth program personnel, and all civilians. Note, the attached report may provide co-tenant organizations for inclusion of notifications. Documentation of notifications should be maintained by the facility command for future reference. (Reference 29 CFR 1910.1025 as a resource guide)

(b) Medical Surveillance. Recommend the State Occupational Health, or Medical Service Corp, determine the medical surveillance requirements based on occupancy type and occupancy responsibilities, i.e. administrative personnel, state maintenance workers, contract personnel, civilian population, and personnel who may maintain or support IFR operations.

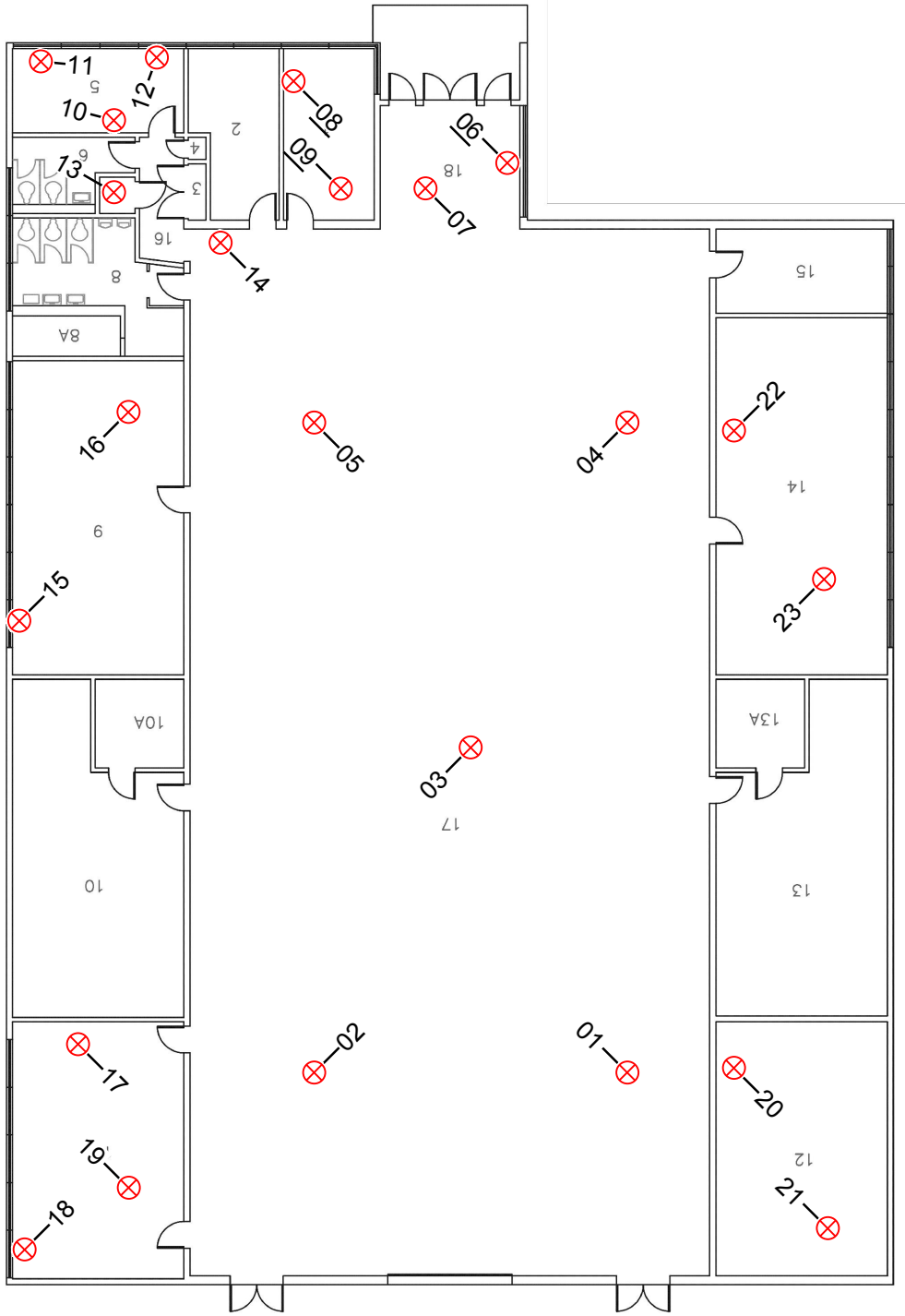
4. For additional information please contact the NGB-IHSW office at (916) 854-1491 or via email at ronald.w.fauld@mail.mil.

////////s////////
RON W. FAULL
NGB, IHSW, CIV
Regional Industrial
Hygienist

Attachments:

1. Sample Field Data Sheet
2. Drawing - Facility Floor Plan with Lead Wipe Sample Locations
3. Laboratory Report
4. Notes, as applicable

State: California	RC Location: Fullerton Armory	Date: August 31, 2016	
Sampling Performed By:	Scott Nordstrom		
Status of IFR at this RC:	None		
Sample ID Number	Room/Area	Surface	Result $\mu\text{g}/\text{ft}^2$
CA - FULL - 01	SE Drill Hall	Floor - Bare Concrete	76
CA - FULL - 02	SW Drill Hall	Floor - Bare Concrete	70
CA - FULL - 03	Center Drill Hall	Floor - Bare Concrete	120
CA - FULL - 04	NE Drill Hall	Floor - Bare Concrete	38
CA - FULL - 05	NW Drill Hall	Floor - Bare Concrete	66
CA - FULL - 06	Foyer	Window Sill - Painted Conc.	650
CA - FULL - 07	Foyer	Floor - Bare Concrete	36
CA - FULL - 08	Office	Top of Wall Heater - Metal	690
CA - FULL - 09	Office	Floor - Floor Tile	25
CA - FULL - 10	Kitchen	Counter Top - Steel	<12
CA - FULL - 11	Kitchen	Refrigerator - Metal	1,300
CA - FULL - 12	Kitchen	Window Sill - Painted Metal	1,200
CA - FULL - 13	Mechanical Room	Top of Water Heater	300
CA - FULL - 14	Drill Hall	Electrical Panel Box - Metal	800
CA - FULL - 15	Recruiter's Office	Window Sill - Painted Metal	58,000
CA - FULL - 16	Recruiter's Office	Desk - Wood	<12
CA - FULL - 17	Publications Room	Book Case - Wood	560
CA - FULL - 18	Room 11	Window Sill - Painted Conc.	2,100
CA - FULL - 19	Room 11	Floor - Floor Tile	170
CA - FULL - 20	1st PLT Room	Desk - Formica	28
CA - FULL - 21	2nd PLT Room	Floor - Floor Tile	140
CA - FULL - 22	Room 14	Desk - Formica	13
CA - FULL - 23	Room 14	Floor - Floor Tile	33
CA - FULL - 24	Blank		<12
CA - FULL - 25	Blank		<12



LEGEND:

⊗-XX SAMPLE LOCATION (CA-FULL-XX)



APPROXIMATE
SCALE: 1" ≈ 20'

Project Mngr:	SRN	Project No.	61167566
Drawn By:	KLJ	Scale:	AS SHOWN
Checked By:	SRN	File No.	61167566.DWG
Approved By:	SRN	Date:	September 19, 2016

Terracon
Consulting Engineers and Scientists

4685 South Ash Avenue, Suite H-4 Tempe, AZ 85282
PH. (480) 897-8200 FAX. (480) 897-1133

LOCATION OF LEAD WIPE SAMPLES
CALIFORNIA ARMY NATIONAL GUARD
Fullerton Armory
400 SOUTH BROOKHURST ROAD, Fullerton, California 92833

EXHIBIT
1



ANALYTICAL REPORT

Report Date: September 21, 2016

Scott Nordstrom
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Workorder: **34-1624746**

Client Project ID: CA Fullerton Armory
Purchase Order: 61167566
Project Manager: Paul Pope

Analytical Results

Sample ID: CA-FULL-01		Collected: 08/31/2016	
Lab ID: 1624746001		Received: 09/03/2016	
Method: NIOSH 7300, Ghost Wipe		Media: Ghost Wipe	
		Sampling Parameter: Area 100 cm ²	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	8.1	76	1.3

Sample ID: CA-FULL-02		Collected: 08/31/2016	
Lab ID: 1624746002		Received: 09/03/2016	
Method: NIOSH 7300, Ghost Wipe		Media: Ghost Wipe	
		Sampling Parameter: Area 100 cm ²	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	7.5	70	1.3

Sample ID: CA-FULL-03		Collected: 08/31/2016	
Lab ID: 1624746003		Received: 09/03/2016	
Method: NIOSH 7300, Ghost Wipe		Media: Ghost Wipe	
		Sampling Parameter: Area 100 cm ²	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	13	120	1.3

Sample ID: CA-FULL-04		Collected: 08/31/2016	
Lab ID: 1624746004		Received: 09/03/2016	
Method: NIOSH 7300, Ghost Wipe		Media: Ghost Wipe	
		Sampling Parameter: Area 100 cm ²	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	4.1	38	1.3

ADDRESS 960 West LeVoy Drive, Salt Lake City, Utah, 84123 USA | PHONE +1 801 266 7700 | FAX +1 801 268 9992

ALS GROUP USA, CORP. An ALS Limited Company



ANALYTICAL REPORT

Workorder: **34-1624746**

Client Project ID: CA Fullerton Armory

Purchase Order: 61167566

Project Manager: Paul Pope

Analytical Results

Sample ID: CA-FULL-05	Collected: 08/31/2016
Lab ID: 1624746005	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	7.2	66	1.3

Sample ID: CA-FULL-06	Collected: 08/31/2016
Lab ID: 1624746006	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	70	650	1.3

Sample ID: CA-FULL-07	Collected: 08/31/2016
Lab ID: 1624746007	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	3.8	36	1.3

Sample ID: CA-FULL-08	Collected: 08/31/2016
Lab ID: 1624746008	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	75	690	1.3

Sample ID: CA-FULL-09	Collected: 08/31/2016
Lab ID: 1624746009	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	2.7	25	1.3



ANALYTICAL REPORT

Workorder: **34-1624746**

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Purchase Order: 61167566

Project Manager: Paul Pope

Analytical Results

Sample ID: CA-FULL-10	Collected: 08/31/2016
Lab ID: 1624746010	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	<1.3	<12	1.3

Sample ID: CA-FULL-11	Collected: 08/31/2016
Lab ID: 1624746011	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	140	1300	1.3

Sample ID: CA-FULL-12	Collected: 08/31/2016
Lab ID: 1624746012	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	120	1200	1.3

Sample ID: CA-FULL-13	Collected: 08/31/2016
Lab ID: 1624746013	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	32	300	1.3

Sample ID: CA-FULL-14	Collected: 08/31/2016
Lab ID: 1624746014	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	86	800	1.3



ANALYTICAL REPORT

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Project Manager: Paul Pope

Analytical Results

Sample ID: CA-FULL-15	Collected: 08/31/2016
Lab ID: 1624746015	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	6200	58000	6.3

Sample ID: CA-FULL-16	Collected: 08/31/2016
Lab ID: 1624746016	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	<1.3	<12	1.3

Sample ID: CA-FULL-17	Collected: 08/31/2016
Lab ID: 1624746017	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	60	560	1.3

Sample ID: CA-FULL-18	Collected: 08/31/2016
Lab ID: 1624746018	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	220	2100	1.3

Sample ID: CA-FULL-19	Collected: 08/31/2016
Lab ID: 1624746019	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	18	170	1.3



ANALYTICAL REPORT

Workorder: **34-1624746**

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Purchase Order: 61167566

Project Manager: Paul Pope

Analytical Results

Sample ID: CA-FULL-20	Collected: 08/31/2016
Lab ID: 1624746020	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	3.1	28	1.3

Sample ID: CA-FULL-21	Collected: 08/31/2016
Lab ID: 1624746021	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	15	140	1.3

Sample ID: CA-FULL-22	Collected: 08/31/2016
Lab ID: 1624746022	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	1.4	13	1.3

Sample ID: CA-FULL-23	Collected: 08/31/2016
Lab ID: 1624746023	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	3.6	33	1.3

Sample ID: CA-FULL-24	Collected: 08/31/2016
Lab ID: 1624746024	Received: 09/03/2016
Sampling Location: Fullerton Armory	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/19/2016
Sampling Parameter: Area 100 cm ²		Analyzed: 09/20/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	<1.3	<12	1.3



ANALYTICAL REPORT

Workorder: **34-1624746**

Client Project ID: CA Fullerton Armory

Purchase Order: 61167566

Project Manager: Paul Pope

Analytical Results

Sample ID: CA-FULL-25		Collected: 08/31/2016	
Lab ID: 1624746025		Received: 09/03/2016	
Method: NIOSH 7300, Ghost Wipe		Media: Ghost Wipe	Prepared: 09/19/2016
		Sampling Parameter: Area 100 cm ²	Analyzed: 09/20/2016
Analyte	Result (ug/sample)	Result (ug/ft²)	RL (ug/sample)
Lead	<1.3	<12	1.3

Comments

Sample: 1624746015

The lead result for this sample is reported from 5X dilution data in order to obtain an instrument result within the linear range for lead. The reporting limit has been raised by the dilution factor.

Report Authorization (/S/ is an electronic signature that complies with 21 CFR Part 11)

Method	Analyst	Peer Review
NIOSH 7300, Ghost Wipe	/S/ Lauren Jones 09/21/2016 08:48	/S/ Peter P. Steen 09/21/2016 09:19
NIOSH 7300, Ghost Wipe	/S/ Peter P. Steen 09/21/2016 08:46	/S/ Lauren Jones 09/21/2016 15:36

Laboratory Contact Information

ALS Environmental
960 W Levoy Drive
Salt Lake City, Utah 84123

Phone: (801) 266-7700
Email: als.lt.lab@ALSGlobal.com
Web: www.alssl.com

**ANALYTICAL REPORT**Workorder: **34-1624746**

Client Project ID: CA Fullerton Armory

Purchase Order: 61167566

Project Manager: Paul Pope

General Lab Comments

The results provided in this report relate only to the items tested.
 Samples were received in acceptable condition unless otherwise noted.
 Samples have not been blank corrected unless otherwise noted.
 This test report shall not be reproduced, except in full, without written approval of ALS.

ALS provides professional analytical services for all samples submitted. ALS is not in a position to interpret the data and assumes no responsibility for the quality of the samples submitted.

All quality control samples processed with the samples in this report yielded acceptable results unless otherwise noted.

ALS is accredited for specific fields of testing (scopes) in the following testing sectors. The quality system implemented at ALS conforms to accreditation requirements and is applied to all analytical testing performed by ALS. The following table lists testing sector, accreditation body, accreditation number and website. Please contact these accrediting bodies or your ALS project manager for the current scope of accreditation that applies to your analytical testing.

Testing Sector	Accreditation Body (Standard)	Certificate Number	Website
Environmental	ANAB (DoD ELAP)	ADE-1420	http://www.anab.org/accredited-organizations/
	Utah (NELAC)	DATA1	http://health.utah.gov/lab/labimp/
	Nevada	UT00009	http://ndep.nv.gov/bsdwlabservice.htm
	Oklahoma	UT00009	http://www.deq.state.ok.us/CSDnew/
	Iowa	IA# 376	http://www.iowadnr.gov/InsideDNR/RegulatoryWater.aspx
	Texas (TNI)	T104704456-11-1	http://www.tceq.texas.gov/field/qa/lab_accred_certif.html
	Washington	C596-16	http://www.ecy.wa.gov/programs/eap/labs/index.html
Industrial Hygiene	Kansas	E-10416	http://www.kdheks.gov/lipo/index.html
	AIHA LAP LLC (ISO 17025 & IHLAP/ELLAP)	101574	http://www.aihaaccreditedlabs.org
Washington	Washington	C596-16	http://www.ecy.wa.gov/programs/eap/labs/index.html
	Lead Testing:		
CPSC	ANAB (ISO 17025, CPSC)	ADE-1420	http://www.anab.org/accredited-organizations/
Soil, Dust, Paint ,Air	AIHA LAP LLC (ISO 17025 & IHLAP/ELLAP)	101574	http://www.aihaaccreditedlabs.org
Dietary Supplements	ACLASS (ISO 17025)	ADE-1420	http://www.aiclasscorp.com

Definitions

LOD = Limit of Detection = MDL = Method Detection Limit, A statistical estimate of method/media/instrument sensitivity.

LOQ = Limit of Quantitation = RL = Reporting Limit, A verified value of method/media/instrument sensitivity.

ND = Not Detected, Testing result not detected above the LOD or LOQ.

NA = Not Applicable.

** No result could be reported, see sample comments for details.

< This testing result is less than the numerical value.

() This testing result is between the LOD and LOQ and has higher analytical uncertainty than values at or above the LOQ.



LICENSE NUMBER	00238
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

THE COUNTY OF ORANGE

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 15th day of November, 2016, by and between the California Military Department (CMD), hereinafter called STATE, and the County of Orange, 1300 S. Grand Ave, Santa Ana, CA 92705, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" and collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Santa Ana Armory located at 612 East Warner Ave, Santa Ana, CA 92707, hereinafter called PREMISES identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, it is consistent with California Government Code sections 15301-301.6 that STATE shall support programs to provide winter shelter for homeless California citizens; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.

2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.
3. PREMISES will not be available for use during drill periods: 15-16 Oct 2016; 3-4 Dec 2016; 14-15 Apr 2017.
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic and which pertains to the use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities.
9. LICENSEE shall have use of the Drill Floor, Latrines, Showers, Fire Marshal approved Kitchens, and parking areas for placement of storage containers (IF REQUIRED).
10. LICENSEE agrees to clean PREMISES and remove all litter, trash, cans, bottles, etc. from the surrounding landscaped areas. LICENSEE shall also provide janitorial service for the restrooms, showers, and drill floor by a licensed contractor or qualified (city/county) civil service employee to ensure PREMISES is cleaned and sanitized according to the standards set forth in **Exhibit "C"**, consisting of one (1) page, and by this reference made a part hereof.
11. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees or agents and all losses shall be reported to STATE immediately upon discovery.
12. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or other part of PREMISES nor change in any manner or move any fixture on PREMISES or make any alterations or changes to PREMISES without prior written consent of the Readiness Center Commander.
13. Upon completion of use, LICENSEE shall remove all decorations, display, signs or equipment on PREMISES.
14. Upon expiration of this license, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof and Acts of God excepted.
15. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor

shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, and then only in a controlled area under LICENSEE supervision.

16. LICENSEE acknowledges PREMISES may not be fully ADA compliant, and furthermore, agrees to provide all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE, in accordance with Section 15301-15301.6 of the California Government Codes, and to prevent the "loss of life" of homeless persons during winter weather conditions, is responsible for Emergency Shelter Operations, but may provide on-site management through a non-profit organization.
2. The armory will be available for Winter Shelter Program use between the hours of 5:30 p.m. through 7:30 a.m. unless otherwise agreed, EXCEPT during any period an organization of the State Militia or of the Armed Forces of the United States is conducting drills or other military training or activity at the armory (or during any period the armories have been designated by the Governor or the Adjutant General for use appropriate to a condition of emergency).
3. LICENSEE shall provide easily identifiable uniformed security personnel with a current and valid security guard card who will be on the premises of the armory one hour before the shelter opens until one hour after lights-out in the evening. The security officer shall have access to a telephone, provided by LICENSEE, for calling the appropriate law enforcement agency, should it become necessary. LICENSEE assumes all responsibility for protection of patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the Facilities and Infrastructure Department (J-9) or the Winter Shelter Program Manager before leaving the PREMISES.
4. Any damage discovered on PREMISES will be inspected by representatives of STATE (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs).
5. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator. With appropriate prior approval, LICENSEE will deliver necessary services using state-approved materials, while closely coordinating/collaborating with STATE'S Area Coordinator.
6. LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES Winter Shelter Program use within thirty (30) days of being presented a demand (invoice) for payment.
7. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.
8. LICENSEE shall take whatever steps necessary to ensure that clients of the shelter are not on the premises or, in the immediate vicinity of the armory outside of the hours of shelter operation. If at any time the National Guard is dissatisfied

with the efforts of the County/City and/or its representative Agency, in this regard, the County/City and/or its representative Agency shall meet with the State of California, Military Department to explore additional steps to comply with this condition; which may include busing of clients from other location to and from the armory.

9. LICENSEE shall supply sanitary items and paper products necessary for the operation of the Emergency Shelter Program, to include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towel, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
10. Pets of clients occupying PREMISES or participating in services provided by the Shelter Program are prohibited, with the exception of registered service animals with current documentation.
11. LICENSEE shall ensure that shelter clients demonstrate valid vehicle registration and insurance to be allowed to park their vehicle in PREMISES parking area.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

County of Orange
 Housing and Community Development/Homeless Prevention
 Attn: Kelly Lupro
 1300 S. Grand Avenue, Bldg. B
 Santa Ana, CA 92705
 (714) 480-2744

To STATE:

California Military Department
 9800 Goethe Road, Box 18
 Sacramento, CA 95826
 (916) 854-3788

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing

contained herein shall preclude the giving of any such notice by personal service.

IV. INSURANCE REQUIREMENTS

1. LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:
 - Combined single limit liability of \$2,000,000, or
 - Special event coverage with a limit of \$2,000,000, and
 - A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.
2. STATE is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LICENSEE or property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever while in, upon, or in any way connected with PREMISES during the term of this license or any occupancy hereunder, except those arising out of the sole negligence of the STATE.
3. LICENSEE agrees to indemnify and defend STATE in the event if any claim, demand, cause of action, judgments, obligations or liabilities, and all reasonable litigation and attorney's expenses which said party may suffer as a direct and proximate result of the violations of any law, breach of any terms of AGREEMENT, negligence or other wrongful act by a party to this license or such party's employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its employees.

V. FEES

1. The basic use fee is Five Hundred Forty Dollars (**\$540**) for each daily use period; personnel and utility costs included.
2. Each daily use period is fourteen (14) hours; 5:30 PM to 7:30 AM.
3. The total number of use periods for which an armory was committed to program use will be tabulated monthly.
4. The number of use periods will be multiplied by \$540 to establish the total fee to be remitted to the STATE.
5. Extraordinary utility costs will be assessed LICENSEE on an as-incurred basis and included as a surcharge in invoices from STATE.
6. Payment for armory use is due and payable the first business day of each following month and is considered delinquent after the fifteenth (15th) of the month.
7. LICENSEE's check will display STATE'S License number as shown on Page 1 of this document and be made payable to the California Military Department.

Payment will be remitted to the address in Section III - Notification, and LICENSEE shall not require receipt of an invoice before issuance of payment due.

VI. TERM

License shall take effect no earlier than November 1, 2016 or upon execution by STATE, whichever is later, and shall expire April 15, 2017.

VII. AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days written notification to the other party at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

VIII. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

IX. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

X. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XI. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the

LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE'S expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIII.

PRESENCE OF LEAD

STATE lead exposure standards for industrial occupancies, like an armory use, are not more than (\leq) 200 microns/square foot. The Army National Guard (ANG) has adopted a more strict safe limit for lead exposure of \leq 40 microns/square foot. STATE has accepted the more stringent ANG standard and has surveyed PREMISES for lead, the results of which are contained in **Exhibit "E"**, attached hereto and by this reference made a part hereof. Study results demonstrate the PREMISES complies with existing state environmental requirements for lead exposure in an industrial setting, but it also identifies a small number of areas where remediation is required to achieve the new ANG standard.

The non-compliant areas are located inside a storage closet, which STATE will lock and restrict from public use. Because of this use restriction, the facility is compliant with requirements for occupancy by children during the license period.

CONCURRENCE

INSTALLATION COMMANDER

COUNTY OF ORANGE

DATE: _____

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By *Carolyn S. Frost*

Deputy

Date 04/07/17

DRAFT

EXHIBIT A

VICINITY MAP/REGION

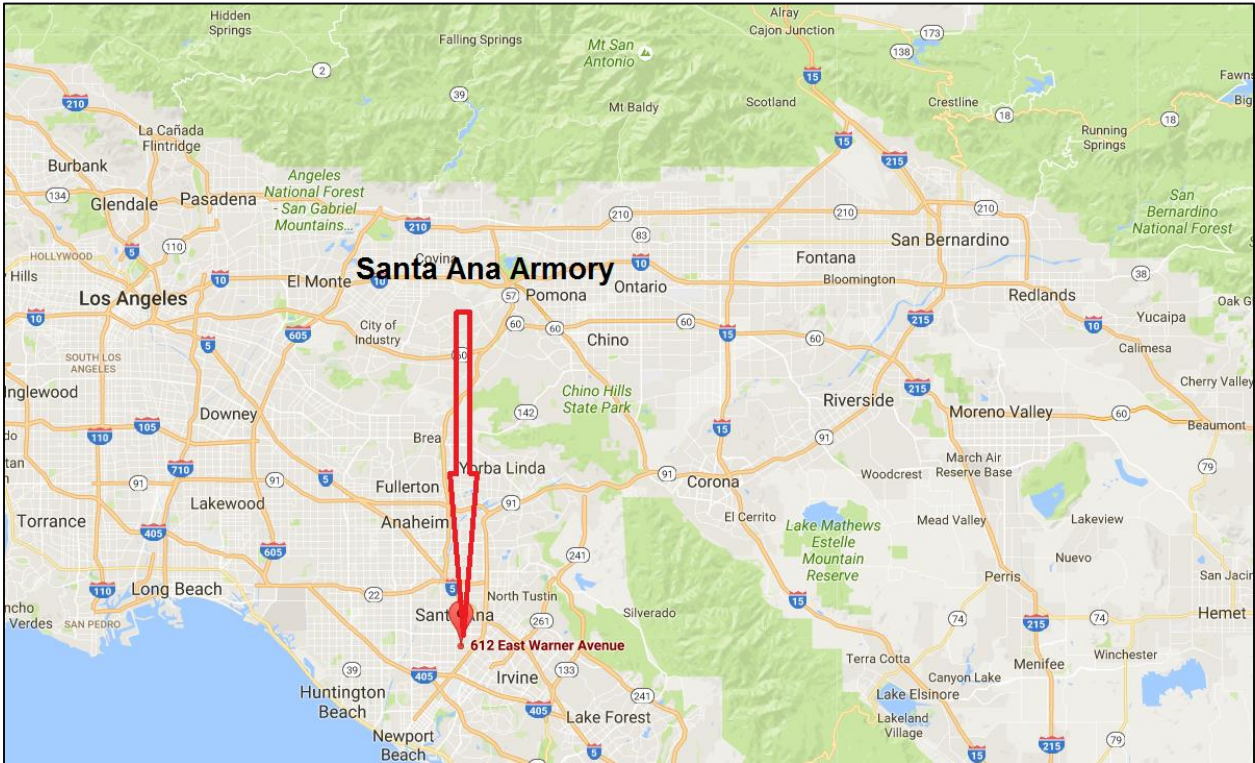


EXHIBIT B

ARMORY LOCATION/ PREMISES
(OUTLINED IN RED)



EXHIBIT C

JANITORIAL AND CUSTODIAL SERVICES

LICENSEE, at LICENSEE's sole cost and expense, shall furnish the following commercial janitorial services and supplies to PREMISES during the term of this LICENSE:

- A. Trash disposal,
- B. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dirt, litter, grime, stains, etc., to the greatest practical degree possible, by performing at least the following:
 - (1) Empty and clean all trash containers, and dispose of all trash and rubbish.
 - (2) Clean and maintain in a sanitary and odor-free condition all floors, basins, toilet bowls, and urinals.
 - (3) Furnish and replenish all latrine toilet supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas of the leased space.
 - (4) Sweep or dust mop all hard surface floors or carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
 - (5) Wash latrine mirrors, remove finger marks and smudges from all glass entrance doors.
 - (6) Specifically check and remove spots and/or spills from the floors, carpets, or stairways as needed, but not less frequently than the end of each occupancy period.
 - (7) Following the last day of use, PREMISES shall be deep cleaned, which includes the following:
 - a. The assembly hall shall be waxed and buffed to a high shine
 - b. The hallways shall be waxed to a high shine
 - c. The bathrooms shall be steam cleaned and disinfected to the highest degree removing stains and mold in grout and other discoloration and build up in showers and tiled areas.
 - d. If kitchen is used in any way, wipe down and disinfect kitchen area to include cleaning of all stainless steel counters and appliances.

EXHIBIT D

CERTIFICATE OF SELF INSURANCE

EXHIBIT E

LEAD SURVEY

(SEE FOLLOWING PAGES)



Attachment D - Model Contracts
DEPARTMENT OF THE ARMY AND AIRFORCE
NATIONAL GUARD BUREAU
INDUSTRIAL HYGIENE SOUTHWEST
10510 Superfortress Ave, Ste. C
Mather, CA 95655

ARNG-CSG-P

29 AUG 16

MEMORANDUM THRU California Army National Guard, Occupational Health Manager (OHM),
ATTN: Ms. Marianne Anderson, 9800 Goethe Road, Sacramento, California 95827

THRU California Army National Guard, Facility Maintenance Office (FMO), ATTN: CPT Tuongan
Vu, 9800 Goethe Road, Sacramento, California 95827

FOR Commander, G Co. 40th BSB (UIC WV57G0), Santa Ana Armory, 612 E. Warner Avenue,
Santa Ana, California 93451

SUBJECT: Executive Summary for Industrial Hygiene Annual Wipe Sampling for G Co. 40th BSB
(UIC WV57G0), Santa Ana Armory, 612 E. Warner Avenue, Santa Ana, California 93451,
conducted on 29 AUG 16.

1. References.

a. ARNG-CSG All States Memorandum, SUBJECT: Possible Lead Dust Hazard in Army
National Guard (ARNG) Readiness Centers, dated 23 September 2015.

b. DODI 6055.01 Appendix to Enclosure 4, Implementing Guidance for Controlling Surface
Contamination in Operations using Lead, Hexavalent Chromium, and Cadmium, dated 14 OCT
2014

c. Army National Guard (ARNG), Industrial Hygiene Sampling Guide for Surface Lead in
Readiness Centers (RC), dated 27 OCT 2015.

d. Conducting Industrial Hygienist Data, attached.

2. General.

a. At the request of the NGB Industrial Hygiene, Southwest (IHSW) Region, a limited
sampling was conducted to identify possible lead surface contamination for your facility on 29
AUG 16.

b. Use of trademark names in the attached data, or this Executive Summary, does not imply
Army National Guard endorsement of any product.

c. The purpose of this industrial hygiene site visit is to assist with the state, and your
responsibility to conduct annual lead surface wipe sampling within ARNG Readiness Centers
(RCs)/Armories to determine and identify contributing factors of lead dust within the facility. As

ARNG-CSG-P

SUBJECT: Executive Summary for Industrial Hygiene Site Assistance Visit (IHSAV) for G Co. 40th BSB (UIC WV57G0), Santa Ana Armory, 612 E. Warner Avenue, Santa Ana, California 93451, conducted on 29 AUG 16.

noted from previous site visits, weapons cleaning (i.e. personal, crew served and artillery pieces) and vehicle maintenance, have resulted with lead dust deposits in many facilities. In cases such as these, an effective housekeeping program can remove the lead dust. In order to provide a higher level of protection for our Soldiers, their families, and the general public, the following site visit was conducted.

The following data will inform you of the effectiveness of your housekeeping program and determine relative risk for your facility.

3. Observations / Recommendations.

a. The analysis results received for the samples collected indicate the following, checked as applicable:

(1) Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate either exceeds the 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) or 200 $\mu\text{g}/\text{ft}^2$ ARNG standard and require cleaning and/or reevaluation. **(RAC 2, as applicable for non-ARNG personnel)**

(a) Recommend treating/cleaning areas noted within attached data to below 40 $\mu\text{g}/\text{ft}^2$ or 200 $\mu\text{g}/\text{ft}^2$ IAW space and occupancy type. This should include reevaluation.

(b) IHSW further recommends the actions listed within paragraph 3.a.(4), this memorandum.

(c) IHSW recommends continued cleaning within the administrative offices, kitchen, and communal areas to maintain lead particulate concentrations as free as practical and below the ARNG standard of 40 $\mu\text{g}/\text{ft}^2$. Utilize the enclosed Clean-up SOP as a guide to assist with the prevention efforts. Ensure personnel clean-up area(s) and tables after weapons cleaning activities. Tables used for weapons cleaning should be marked, "For Weapons Cleaning Only," when utilized as such. (DODI 6055.01 Appendix to Enclosure 4, date 14 OCT 2014)

(2) Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate are below the 40 $\mu\text{g}/\text{ft}^2$ and 200 $\mu\text{g}/\text{ft}^2$, for the areas sampled. **(RAC NOT ASSIGNED)**

(a) Although below the 40 $\mu\text{g}/\text{ft}^2$ and 200 $\mu\text{g}/\text{ft}^2$ threshold, IHSW recommends continued cleaning within the administrative offices, kitchen, and communal areas to maintain lead particulate concentrations as free as practical and below the ARNG standard of 40 $\mu\text{g}/\text{ft}^2$. Utilize the enclosed Clean-up SOP as a guide to assist with the prevention efforts. Ensure personnel clean-up area(s) and tables after weapons cleaning activities. Tables used for

ARNG-CSG-P

SUBJECT: Executive Summary for Industrial Hygiene Site Assistance Visit (IHSAV) for G Co. 40th BSB (UIC WV57G0), Santa Ana Armory, 612 E. Warner Avenue, Santa Ana, California 93451, conducted on 29 AUG 16.

weapons cleaning should be marked, "For Weapons Cleaning Only," when utilized as such. (DODI 6055.01 Appendix to Enclosure 4, date 14 OCT 2014)

(b) IHSW further recommends the actions listed within paragraph 3.a.(4), this memorandum.

(3) Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate are below the 40 µg/ft², 200 µg/ft², and are also below the Limit of Detection (LOD)/Below Reporting Limit (BRL) for the areas sampled. **(RAC NOT ASSIGNED)**

(4) Although the analysis results are returned below the ARNG recommendations, other regulatory requirements are required as it relates to lead.

(a) Occupant Notifications. Recommend the State ARNG make appropriate notifications to all occupants outlining the potential hazards, measures persons must take to ensure their health, and to outline the State ARNG's plan to remediate (abate) if necessary, the elevated lead levels within the facility as required by Federal, State, and local laws, regulations, and requirements. At the minimum, the following occupancy groups should be included within the notifications: AGR, IDT personnel, state employees, contract employees, youth program personnel, and all civilians. Note, the attached report may provide co-tenant organizations for inclusion of notifications. Documentation of notifications should be maintained by the facility command for future reference. (Reference 29 CFR 1910.1025 as a resource guide)

(b) Medical Surveillance. Recommend the State Occupational Health, or Medical Service Corp, determine the medical surveillance requirements based on occupancy type and occupancy responsibilities, i.e. administrative personnel, state maintenance workers, contract personnel, civilian population, and personnel who may maintain or support IFR operations.

4. For additional information please contact the NGB-IHSW office at (916) 854-1491 or via email at ronald.w.fauli.mil@mail.mil.

////////s////////

RON W. FAULL

NGB, IHSW, CIV

Regional Industrial Hygienist

Attachments:

1. Sample Field Data Sheet
2. Drawing - Facility Floor Plan with Lead Wipe Sample Locations
3. Laboratory Report
4. Notes, as applicable

Lead Wipe Sampling Project - Field Data Sheet

State/District: California

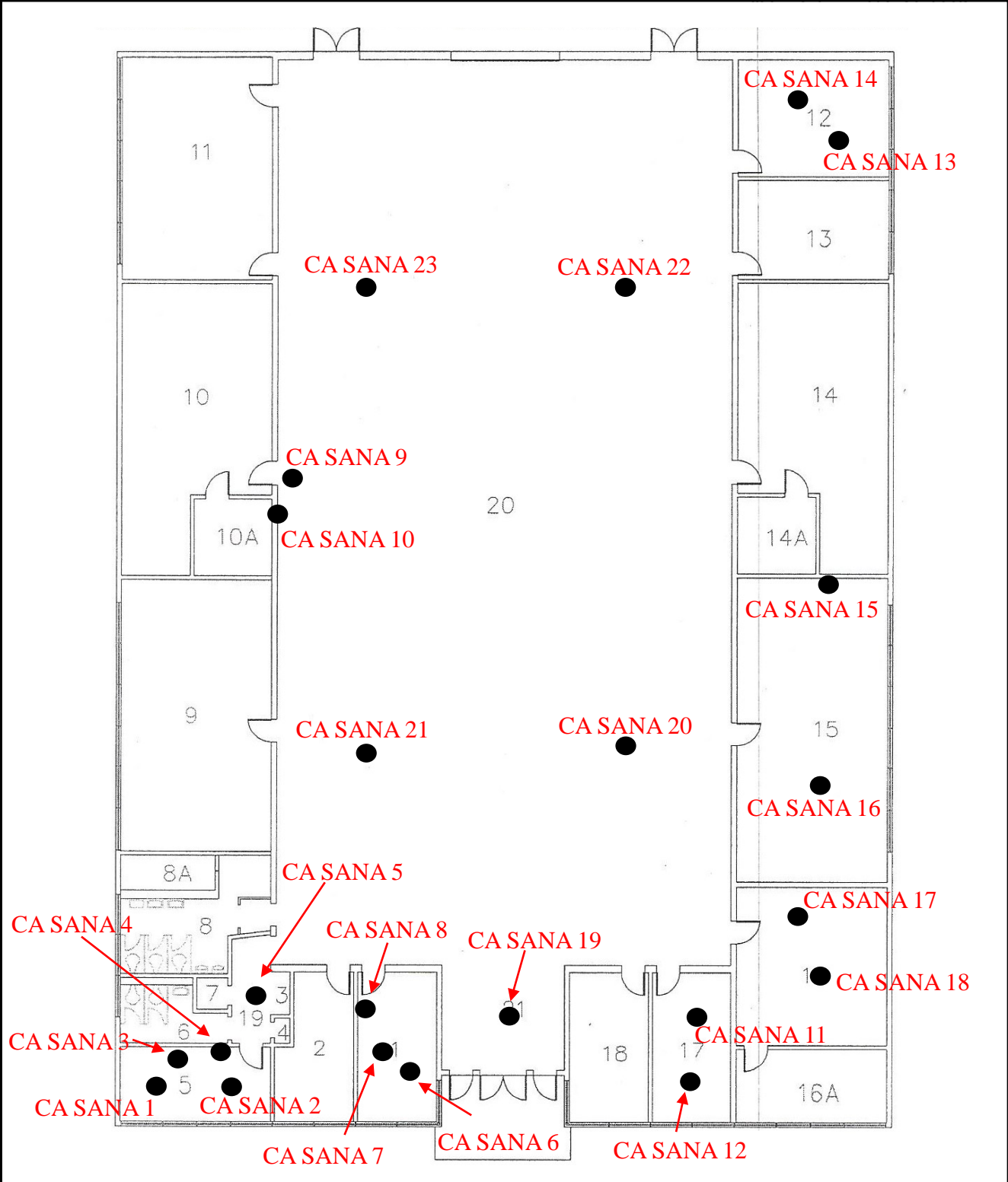
RC Location: Santa Ana

Date: 29 AUG 2016

Sampling Performed By: Stephen S. Galley

Status of IFR at this RC: Active, Inactive (closed/not cleaned), Closed (cleaned) Disposed, Unknown**NOTE:** Armory is currently in an occupied state. It was indicated there was no previous IFR located at the site. We are aware there could have been a portable IFR that current personnel are not aware of.

Sample ID	Room/Area	Surface	Result ($\mu\text{g}/\text{ft}^2$)
CA SANA 1	Kitchen	Floor	14
CA SANA 2	Kitchen	Floor	13
CA SANA 3	Kitchen	Counter	2.1
CA SANA 4	Kitchen	Wall	<1.3
CA SANA 5	Hallway	Floor	5.6
CA SANA 6	Office 1	Floor	4.2
CA SANA 7	Office 1	Desk	<1.3
CA SANA 8	Office 1	Wall	1.4
CA SANA 9	Supply	Floor	42
CA SANA 10	Supply	Cabinet Top	10
CA SANA 11	Library	Floor	7.4
CA SANA 12	Library	Desk	<1.3
CA SANA 13	Office 2	Floor	7.4
CA SANA 14	Office 2	Desk	1.7
CA SANA 15	Supply 2	Floor	65
CA SANA 16	Supply 2	Desk	14
CA SANA 17	Office 3	Floor	31
CA SANA 18	Office 3	Desk	2.4
CA SANA 19	Foyer	Floor	4.2
CA SANA 20	Drill Hall	Floor	2.3
CA SANA 21	Drill Hall	Floor	2.5
CA SANA 22	Drill Hall	Floor	7.0
CA SANA 23	Drill Hall	Floor	3.0
CA SANA 24	Blank	NA	<1.3
CA SANA 25	Blank	NA	<1.3



Lead Wipe Sampling Locations
Santa Ana Armory
612 E Warner
Santa Ana, California 93451



ANALYTICAL REPORT

Report Date: September 13, 2016

Stephen Galley
R & R Environmental, Inc.
47 West 9000 South #2
Sandy, UT 84094

Phone: (801) 352-2380
Fax: (801) 492-7751
E-mail: sgalley@rrenviro.com

Workorder: **34-1624531**

Client Project ID: NGB-California 083116
Purchase Order: NGB-California
Project Manager: Paul Pope

Analytical Results

Sample ID: CA SANA 1	Collected: 08/29/2016		
Lab ID: 1624531001	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Parameter: Area 1 ft ²	Prepared: 09/07/2016		
	Analyzed: 09/12/2016		
	Sampling Location: NGB-California		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	14	14	1.3

Sample ID: CA SANA 2	Collected: 08/29/2016		
Lab ID: 1624531002	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Parameter: Area 1 ft ²	Prepared: 09/07/2016		
	Analyzed: 09/12/2016		
	Sampling Location: NGB-California		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	13	13	1.3

Sample ID: CA SANA 3	Collected: 08/29/2016		
Lab ID: 1624531003	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Parameter: Area 1 ft ²	Prepared: 09/07/2016		
	Analyzed: 09/12/2016		
	Sampling Location: NGB-California		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	2.1	2.1	1.3

Sample ID: CA SANA 4	Collected: 08/29/2016		
Lab ID: 1624531004	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Parameter: Area 1 ft ²	Prepared: 09/07/2016		
	Analyzed: 09/12/2016		
	Sampling Location: NGB-California		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	<1.3	<1.3	1.3

ADDRESS 960 West LeVoy Drive, Salt Lake City, Utah, 84123 USA | PHONE +1 801 266 7700 | FAX +1 801 268 9992

ALS GROUP USA, CORP. An ALS Limited Company



ANALYTICAL REPORT

Workorder: **34-1624531**

Client Project ID: NGB-California 083116

Purchase Order: NGB-California

Project Manager: Paul Pope

Analytical Results

Sample ID: CA SANA 5	Collected: 08/29/2016		
Lab ID: 1624531005	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Location: NGB-California	Prepared: 09/07/2016		
Sampling Parameter: Area 1 ft ²	Analyzed: 09/12/2016		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	5.6	5.6	1.3

Sample ID: CA SANA 6	Collected: 08/29/2016		
Lab ID: 1624531006	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Location: NGB-California	Prepared: 09/07/2016		
Sampling Parameter: Area 1 ft ²	Analyzed: 09/12/2016		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	4.2	4.2	1.3

Sample ID: CA SANA 7	Collected: 08/29/2016		
Lab ID: 1624531007	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Location: NGB-California	Prepared: 09/07/2016		
Sampling Parameter: Area 1 ft ²	Analyzed: 09/12/2016		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	<1.3	<1.3	1.3

Sample ID: CA SANA 8	Collected: 08/29/2016		
Lab ID: 1624531008	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Location: NGB-California	Prepared: 09/07/2016		
Sampling Parameter: Area 1 ft ²	Analyzed: 09/12/2016		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	1.4	1.4	1.3

Sample ID: CA SANA 9	Collected: 08/29/2016		
Lab ID: 1624531009	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Location: NGB-California	Prepared: 09/07/2016		
Sampling Parameter: Area 1 ft ²	Analyzed: 09/12/2016		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	42	42	1.3



ANALYTICAL REPORT

Workorder: **34-1624531**

Client Project ID: NGB-California 083116

Purchase Order: NGB-California

Project Manager: Paul Pope

Analytical Results

Sample ID: CA SANA 10	Collected: 08/29/2016
Lab ID: 1624531010	Received: 08/31/2016
Sampling Location: NGB-California	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/07/2016
Sampling Parameter: Area 1 ft ²		Analyzed: 09/12/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	10	10	1.3

Sample ID: CA SANA 11	Collected: 08/29/2016
Lab ID: 1624531011	Received: 08/31/2016
Sampling Location: NGB-California	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/07/2016
Sampling Parameter: Area 1 ft ²		Analyzed: 09/12/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	7.4	7.4	1.3

Sample ID: CA SANA 12	Collected: 08/29/2016
Lab ID: 1624531012	Received: 08/31/2016
Sampling Location: NGB-California	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/07/2016
Sampling Parameter: Area 1 ft ²		Analyzed: 09/12/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	<1.3	<1.3	1.3

Sample ID: CA SANA 13	Collected: 08/29/2016
Lab ID: 1624531013	Received: 08/31/2016
Sampling Location: NGB-California	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/07/2016
Sampling Parameter: Area 1 ft ²		Analyzed: 09/12/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	7.4	7.4	1.3

Sample ID: CA SANA 14	Collected: 08/29/2016
Lab ID: 1624531014	Received: 08/31/2016
Sampling Location: NGB-California	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/07/2016
Sampling Parameter: Area 1 ft ²		Analyzed: 09/12/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	1.7	1.7	1.3



ANALYTICAL REPORT

Workorder: **34-1624531**

Client Project ID: NGB-California 083116

Purchase Order: NGB-California

Project Manager: Paul Pope

Analytical Results

Sample ID: CA SANA 15	Collected: 08/29/2016		
Lab ID: 1624531015	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Location: NGB-California	Prepared: 09/07/2016		
Sampling Parameter: Area 1 ft ²	Analyzed: 09/12/2016		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	65	65	1.3

Sample ID: CA SANA 16	Collected: 08/29/2016		
Lab ID: 1624531016	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Location: NGB-California	Prepared: 09/07/2016		
Sampling Parameter: Area 1 ft ²	Analyzed: 09/12/2016		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	14	14	1.3

Sample ID: CA SANA 17	Collected: 08/29/2016		
Lab ID: 1624531017	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Location: NGB-California	Prepared: 09/07/2016		
Sampling Parameter: Area 1 ft ²	Analyzed: 09/12/2016		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	31	31	1.3

Sample ID: CA SANA 18	Collected: 08/29/2016		
Lab ID: 1624531018	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Location: NGB-California	Prepared: 09/07/2016		
Sampling Parameter: Area 1 ft ²	Analyzed: 09/12/2016		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	2.4	2.4	1.3

Sample ID: CA SANA 19	Collected: 08/29/2016		
Lab ID: 1624531019	Received: 08/31/2016		
Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe		
Sampling Location: NGB-California	Prepared: 09/07/2016		
Sampling Parameter: Area 1 ft ²	Analyzed: 09/12/2016		
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	4.2	4.2	1.3



ANALYTICAL REPORT

Workorder: **34-1624531**

Client Project ID: NGB-California 083116

Purchase Order: NGB-California

Project Manager: Paul Pope

Analytical Results

Sample ID: CA SANA 20	Collected: 08/29/2016
Lab ID: 1624531020	Received: 08/31/2016
Sampling Location: NGB-California	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/07/2016
Sampling Parameter: Area 1 ft ²		Analyzed: 09/12/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	2.3	2.3	1.3

Sample ID: CA SANA 21	Collected: 08/29/2016
Lab ID: 1624531021	Received: 08/31/2016
Sampling Location: NGB-California	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/07/2016
Sampling Parameter: Area 1 ft ²		Analyzed: 09/12/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	2.5	2.5	1.3

Sample ID: CA SANA 22	Collected: 08/29/2016
Lab ID: 1624531022	Received: 08/31/2016
Sampling Location: NGB-California	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/07/2016
Sampling Parameter: Area 1 ft ²		Analyzed: 09/12/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	7.0	7.0	1.3

Sample ID: CA SANA 23	Collected: 08/29/2016
Lab ID: 1624531023	Received: 08/31/2016
Sampling Location: NGB-California	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/07/2016
Sampling Parameter: Area 1 ft ²		Analyzed: 09/12/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	3.0	3.0	1.3

Sample ID: CA SANA 24	Collected: 08/29/2016
Lab ID: 1624531024	Received: 08/31/2016
Sampling Location: NGB-California	

Method: NIOSH 7300, Ghost Wipe	Media: Ghost Wipe	Prepared: 09/07/2016
Sampling Parameter: Area Not Applicable		Analyzed: 09/12/2016

Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	<1.3	NA	1.3



ANALYTICAL REPORT

Workorder: **34-1624531**

Client Project ID: NGB-California 083116

Purchase Order: NGB-California

Project Manager: Paul Pope

Analytical Results

Sample ID: CA SANA 25		Collected: 08/29/2016	
Lab ID: 1624531025		Received: 08/31/2016	
Method: NIOSH 7300, Ghost Wipe		Media: Ghost Wipe	Prepared: 09/07/2016
		Sampling Parameter: Area Not Applicable	Analyzed: 09/12/2016
Analyte	Result (ug/sample)	Result (ug/ft ²)	RL (ug/sample)
Lead	<1.3	NA	1.3

Report Authorization (/S/ is an electronic signature that complies with 21 CFR Part 11)

Method	Analyst	Peer Review
NIOSH 7300, Ghost Wipe	/S/ Lauren Jones 09/13/2016 11:02	/S/ Peter P. Steen 09/13/2016 13:13

Laboratory Contact Information

ALS Environmental
 960 W Levoy Drive
 Salt Lake City, Utah 84123

Phone: (801) 266-7700
 Email: alslt.lab@ALSGlobal.com
 Web: www.alssl.com

**ANALYTICAL REPORT**Workorder: **34-1624531**

Client Project ID: NGB-California 083116

Purchase Order: NGB-California

Project Manager: Paul Pope

General Lab Comments

The results provided in this report relate only to the items tested.
 Samples were received in acceptable condition unless otherwise noted.
 Samples have not been blank corrected unless otherwise noted.
 This test report shall not be reproduced, except in full, without written approval of ALS.

ALS provides professional analytical services for all samples submitted. ALS is not in a position to interpret the data and assumes no responsibility for the quality of the samples submitted.

All quality control samples processed with the samples in this report yielded acceptable results unless otherwise noted.

ALS is accredited for specific fields of testing (scopes) in the following testing sectors. The quality system implemented at ALS conforms to accreditation requirements and is applied to all analytical testing performed by ALS. The following table lists testing sector, accreditation body, accreditation number and website. Please contact these accrediting bodies or your ALS project manager for the current scope of accreditation that applies to your analytical testing.

Testing Sector	Accreditation Body (Standard)	Certificate Number	Website
Environmental	ANAB (DoD ELAP)	ADE-1420	http://www.anab.org/accredited-organizations/
	Utah (NELAC)	DATA1	http://health.utah.gov/lab/labimp/
	Nevada	UT00009	http://ndep.nv.gov/bsdwlabservice.htm
	Oklahoma	UT00009	http://www.deq.state.ok.us/CSDnew/
	Iowa	IA# 376	http://www.iowadnr.gov/InsideDNR/RegulatoryWater.aspx
	Texas (TNI)	T104704456-11-1	http://www.tceq.texas.gov/field/qa/lab_accred_certif.html
	Washington	C596-16	http://www.ecy.wa.gov/programs/eap/labs/index.html
Industrial Hygiene	Kansas	E-10416	http://www.kdheks.gov/lipo/index.html
	AIHA LAP LLC (ISO 17025 & IHLAP/ELLAP)	101574	http://www.aihaaccreditedlabs.org
Washington	Washington	C596-16	http://www.ecy.wa.gov/programs/eap/labs/index.html
	Lead Testing:		
CPSC	ANAB (ISO 17025, CPSC)	ADE-1420	http://www.anab.org/accredited-organizations/
Soil, Dust, Paint ,Air	AIHA LAP LLC (ISO 17025 & IHLAP/ELLAP)	101574	http://www.aihaaccreditedlabs.org
Dietary Supplements	ACLASS (ISO 17025)	ADE-1420	http://www.aiclasscorp.com

Definitions

LOD = Limit of Detection = MDL = Method Detection Limit, A statistical estimate of method/media/instrument sensitivity.

LOQ = Limit of Quantitation = RL = Reporting Limit, A verified value of method/media/instrument sensitivity.

ND = Not Detected, Testing result not detected above the LOD or LOQ.

NA = Not Applicable.

** No result could be reported, see sample comments for details.

< This testing result is less than the numerical value.

() This testing result is between the LOD and LOQ and has higher analytical uncertainty than values at or above the LOQ.

CLIENT: Environmental, Inc. **1624531**

OFFICE: 47 West 9000 South, Suite 2, Sandy, Utah 84070

PROJECT: NGB - California Lead Wipe Sampling *Site 1111*

ORDER NUMBER:

PROJECT MANAGER: Stephen S. Gailley

SAMPLER: Stephen S. Gailley

COC emailed to ALS? (YES / NO) - No

Email Reports to (will default to PM if no other addresses are listed): sgalley@renviro.com

Email Invoice to (will default to PM if no other addresses are listed): Automatic CC payment

COMMENTS/SPECIAL HANDLING/STORAGE OR DISPOSAL: None

TURNAROUND REQUIREMENTS: Standard TAT (List due date): Non Standard or urgent TAT (List due date):

(Standard TAT may be longer for some tests e.g. Ultra Trace Organics) **NGS Negotiated Rates**

ALS QUOTE NO.:

CONTACT PH: 801-971-3988

SAMPLER MOBILE: 801-971-3988

EDD FORMAT (or default): Default

RELINQUISHED BY: *Stephen S. Gailley*

DATE/TIME: *8/31/16 8:00*

RECEIVED BY: *Stephen S. Gailley*

DATE/TIME: *8/31/16 8:00*

FOR LABORATORY USE ONLY (Circle)

Custody Seal intact? Yes No

Free ice / frozen ice bricks present upon receipt? Yes No

Random Sample Temperature on Receipt: °C °F

Other comment:

ALS USE	SAMPLE DETAILS MATRIX: SOLID (S) WATER (W)	CONTAINER INFORMATION		ANALYSIS REQUIRED including SUITES (NB. Suite Codes must be listed to attract suite price) Where Metals are required, specify Total (unfiltered bottle required) or Dissolved (field filtered bottle required).	Additional Information			
LAB ID	SAMPLE ID	DATE / TIME	MATRIX	TYPE & PRESERVATIVE (refer to codes below)	TOTAL CONTAINERS	Total Lead		
CA SANA 1	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
CA SANA 2	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
CA SANA 3	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
CA SANA 4	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
CA SANA 5	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
CA SANA 6	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
CA SANA 7	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
CA SANA 8	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
CA SANA 9	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
CA SANA 10	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
CA SANA 11	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
CA SANA 12	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
CA SANA 13	/	29-Aug-16	Wipe	ST	1	X		1 Square Foot
					TOTAL	13		

Container Codes: P = Unpreserved Plastic; N = Nitric Preserved Plastic; ORC = Nitric Preserved ORC; SH = Sodium Hydroxide/Cd Preserved; S = Sodium Hydroxide Preserved Plastic; AG = Amber Glass Unpreserved; AP = Airfreight Unpreserved Plastic; V = VOA Vial HCl Preserved; VB = VOA Vial Sodium Bisulfate Preserved; VS = VOA Vial Sulfuric Preserved; AV = VOA Vial Sulfuric Preserved; Vial SG = Sulfuric Preserved Amber Glass; H = HCl preserved Plastic; HS = HCl preserved Speciation bottle; SP = Sulfuric Preserved Plastic; F = Formaldehyde Preserved Glass; Z = Zinc Acetate Preserved Bottle; E = EDTA Preserved Bottle; ASS = Plastic Bag for Acid Sulphate Solids; B = Unpreserved Bag.

Page 200

ARNG General Housekeeping Guide Control of Metal Particulates, i.e. Lead (pb)

1. Background.

This document cites the OSHA Technical Manual (OTM), OSHA Instruction TED 01-00-015 [TED 1-0.15A]. This information supports OSHA's enforcement and outreach activities to assure safe and healthful working conditions for working men and women. The content is based on currently available research publications, OSHA standards, and consensus standards. The OTM is available to the public for use by other health and safety professionals, employers, and anyone involved in developing or implementing an effective workplace safety and health program.

The National Guard Bureau (NGB) Industrial Hygiene (IH) Program performed employee exposure assessments, reference Occupational Safety and Health Administrations (OSHA) 29 Code of Federal Regulation (CFR) 1910.1025(d)(2), to determine employees at Army National Guard (ARNG) Readiness Centers (RCs)/Armory exposures to airborne lead levels at or above the published standards. None of the air sampling studies found airborne levels at or above the action level (AL) or Permissible Exposure Limit (PEL) for lead, therefore the evaluation was considered a "Negative Initial Determination". Because of the negative initial determination as derived from these evaluations, the OSHA 29 CFR 1910.1025 requirements such as personal protective equipment (PPE), medical surveillance, showers/change rooms, and engineering controls are not required, nor applicable.

However, all workplace surfaces must be maintained as free as practicable of accumulations of lead and other certain material (i.e. Cadmium, Cobalt, and Chromates) particulate. The ARNG has adopted an acceptable surface lead level of 40 µg/ft² for areas considered to be administrative in nature within ARNG Facilities.

Evaluations or air sampling performed inside Indoor Firing Ranges (IFR's) during use is not included or discussed within this guide.

2. Controlling Lead Exposures: Work Practice Controls Guide (General Housekeeping and Routine Cleaning).

Work practices involve the way a task is performed. OSHA has found that appropriate work practices can be vital in lowering or eliminating worker exposures to hazardous substances and in achieving ongoing compliance with the PEL. Some fundamental and easily implemented work practices are:

- Good housekeeping. This includes areas not commonly accessed or elevated (i.e. tops of refrigerators, shelves, light fixtures, etc.)
- Use of appropriate personal hygiene practices
- Use of proper procedures and Personal Protective Equipment (PPE) to perform a task
- Provisions for proper supervision and annual validation to ensure control measures are effective

Note, personnel cleaning Indoor Firing Range (IFR) spaces/areas must follow the cleaning and PPE guidance published in NGR 385-15 and NG Pam 420-15, respectively.

ARNG General Housekeeping Guide Control of Metal Particulates, i.e. Lead (pb)

3. General Housekeeping.

Good housekeeping involves a regular schedule of cleaning activities to remove accumulations of lead particulate. The schedule should be adapted to the conditions and activities at each facility. However, these should occur at the minimum, weekly. RC/Armories with Indoor Firing Range (IFR) areas should be cleaned more than weekly – dependent on occupancy groups using facility.

There are two primary methods suggested by OSHA for controlling surface lead particulates, i.e. employing wet methods and the use of vacuum systems using High Efficiency Particulate Air (HEPA) filtration.

a. **Floors.** Any effective approved method that minimizes the likelihood of generating dusts within the facility environment may be used (for example, wet mopping, wet floor scrubber, disposable treated dust mop/broom head system, or HEPA Vacuum, etc.). Note, a proven method that is effective for entraining floor particulates during floor sweeping tasks is using a treated, spray-on cleaning solution increasing dust mop efficiency, Cotton Dust Mop, or a Microfiber Dust Mop. Examples and uses have been provided below.

<i>Type</i>	<i>Uses and Points to Consider</i>
Cotton Dust Mop	<ul style="list-style-type: none"> • Can be treated with cleaning solutions to attract more dirt • Fibers collect dirt and particulates for removal from work areas • Usually has replaceable pads that fit around a frame • Available in both small, residential models and larger commercial ones • Swiveling handle makes maneuvering easy • Ideal for hardwood floors and other surfaces that can be scratched and dulled • May be fitted with disposable heads for easy disposal into appropriate waste stream
Microfiber Dust Mop	<ul style="list-style-type: none"> • Microfiber attracts a larger number of dirt and dust particles • Microfiber cloths can usually be washed and reused a number of times • May be fitted with disposable heads for easy disposal into appropriate waste stream
Poly-Vinyl Broom - Not recommended for the control of particulates	<ul style="list-style-type: none"> • Kitchens, hallways, bathrooms and other indoor areas • Synthetic bristles are generally more flexible • Bristles that have split fibers capture finer particles • Broom heads with an angular cut get into corners more easily
Push Broom - Not recommended for the control of particulates	<ul style="list-style-type: none"> • Large rectangular head ranges from 24" to 60" or more in width • Good for sweeping out larger areas, such as workshop or garage floors • Larger broom heads are best for industrial or commercial applications • Look for a unit that allows the handle to be attached in either direction for more even bristle wear
Straw/Corn Broom - Not recommended for the control of particulates	<ul style="list-style-type: none"> • Natural bristles tend to be thick and rigid • Better for sweeping up large bits of dirt and debris • Can be used indoors in kitchens, hallways and more • Ideal for sweeping off sidewalks, porches and other outdoor areas
Wet/Dry Broom - Not recommended for the control of particulates	<ul style="list-style-type: none"> • Usually has thicker bristles spaced farther apart • Used to scrub floors as well as remove larger bits of debris • Often designed for indoor and outdoor use • Good on workshop, garage or basement floors • Can be made of natural materials, such as palmyra fibers, or synthetic materials, such as rubber

ARNG General Housekeeping Guide Control of Metal Particulates, i.e. Lead (pb)

b. **Horizontal Surfaces and fixtures**, i.e. table tops, desks, book shelves, light fixtures, etc. Again, **any effective approved method that minimizes the likelihood of generating dusts** within the work environment is an acceptable practice. One proven method is to use a dampened or a wet cloth (i.e. wet methods - treated, spray-on cleaning/dusting solution to increase wiping efficiency, etc.), to capture the particulate and debris as described above.

c. **Weapons Cleaning Activities.** Generally, the recommendations for weapons cleaning is that these activities be conducted exterior to the facility, or within limited areas, to minimize migration of lead particulate, or other metal particulates, throughout the facility. In most instances the unit mission requirements do not always afford them this opportunity and weapons cleaning is conducted within the RC/Armory Drill Hall areas. If weapons cleaning is conducted within the facility the following is recommended.

- Do not allow weapons to be cleaned or stored within food preparation or food storage areas.
- Ensure personnel clean-up area(s) and tables after each weapons cleaning activity using the prescribed wet methods.
- Tables and/or desks used for weapons cleaning should be permanently marked, "For Weapons Cleaning Only," when utilized as such.
- Tables and desks used for weapons cleaning should not be utilized for other activities or functions conducted within the facility.

d. A technique to clean large areas is to start by cleaning the farthest rooms/areas away from the main entrances and work towards the entrances/exits. This will minimize particulate migration from 'dirty' rooms, or areas, and will reduce the potential for cleaning personnel reintroduction of particulates/debris to the areas previously cleaned.

e. Local and facility conditions will determine the frequency to change/replace Mop/Broom Heads, Cloths, and rinse water used for cleaning. It's important to **rinse, change, and replace frequently and regularly to prevent particulate/debris transfer to other areas** of the facility.

f. Personnel conducting Housekeeping activities outlined should read and understand the requirements within this guide and be briefed and follow the Hazard Assessment (HA): ARNG General Housekeeping Guide, Control of Metal Particulates, i.e. Lead (pb), dated 15 NOV 15, included within Appendix A.

g. Avoid blowing, shaking or like actions that could potentially generate dusts. **Dry sweeping, dusting, wiping or blowing with compressed air is not be permitted.**

h. If treated dust mop method is used - -Do Not Shake Mop head - - have mop head laundered after use or dispose of if disposable type. Always keep used dust mop heads in sealed double plastic bags when stored at RC/Armory. Shaking of mop head could release unwanted contaminants into RC/Armory areas.

ARNG General Housekeeping Guide Control of Metal Particulates, i.e. Lead (pb)

4. Personal Hygiene Practices. Personal hygiene is an important element to protect the employee/workers/yourself from exposures to lead particulate. One most commonly overlooked route of entry to the body is through ingestion. You can also absorb lead through your digestive system if lead gets into your mouth and is swallowed. If you handle food, cigarettes, chewing tobacco, or make-up which may have lead on them, or handle them with hands contaminated with lead, this will contribute to an ingestion hazard. Observing the following simple techniques will reduce the potentials to ingestion hazards.

- During cleaning activities follow the recommended guidelines outlined within the attached IHSW Hazard Assessment - ARNG Readiness Centers (RC) / Armory General Housekeeping - Control of Metal Particulate - Lead (pb)
- Frequently wash face and hands
- Wash hands and faces prior to eating, drinking, using tobacco products, or applying cosmetics
- Ensure activities that generate lead particulate, i.e. weapons cleaning, Indoor Firing Ranges (IFR's), and maintenance activities are positively segregated from food preparation, eating, and non-ARNG group events/activities
- Facilities that contain IFR's follow additional preventive countermeasures and guidelines to reduce/eliminate lead migration into the non-IFR areas of the facility. These guidelines have been developed to ensure occupant health and facility serviceability and must be followed until appropriate remediation/treatment/disposition of these areas have been completed
- Ensure co-located activities, i.e. vehicle/equipment maintenance, remain outside, or segregated from the administrative/common areas of the facility
- Some evaluations have returned with elevated lead levels within Workout Rooms/Gyms as a result from **personnel wearing coveralls/work cloths** into these areas without changing into an appropriate/designated workout/PT uniform or clothing

5. Waste Disposal. Personnel must properly dispose of any wastes generated by these process within an appropriate waste stream. Ensure prior consultation with the State ARNG Environmental Directorate to properly identify and follow any State or local laws and guidelines. Some RC/Armories are near, or collocated with a maintenance facility (FMS, CSMS, UTES, etc.) that have an established waste stream and can easily be used to dispose of wastes and storage as necessary.

6. Associated Equipment. The following list does not imply the ARNG endorsement of any product, nor does it imply mandatory use. It is simply a list of products recommended and each facility should be able to locate a compatible substitute. Also, this list is not intended to be all inclusive. There may be other items required at the facility that are not prescribed below.

- Cloth Mop head (s) & Mop head holder(s) with handle
- Mop bucket(s) with wringer

ARNG General Housekeeping Guide Control of Metal Particulates, i.e. Lead (pb)

- Clean cotton rags and/or sponges
- Disposable gloves
- Large barrel (55 gal.) to store wastewater after changing out the dirty scrub water, multiple waste water containers may be needed/required
- Disposable overshoes or rubber boots, if applicable
- HEPA vacuum and associated filters, etc., if applicable
 - Extension cords
- Plastic bags to dispose of waste, preferably 3.0 mil or greater in thickness
- Detergent (surfactant), e.g., Spic-N-Span, Mr. Clean, etc. Ensure to consult Product Safety Data Sheet (SDS) to ensure appropriate precautions are taken
- Spray-on cleaning solution, i.e. Pledge Spray, Aerosol Dust Mop Treatment, etc. Ensure to consult Product Safety Data Sheet to ensure appropriate precautions are utilized
- Disposable Dust Mop/Broom Head, i.e. Mop in a Box (ULine) – can be cut to desired lengths
- Microfiber Dust Mops

7. Performance of Task. There are many laws and regulatory guidelines emphasizing lead, lead exposures, and various activities as it relates to lead. Because of this, the occupancies who reside within, conduct housekeeping activities, and perform maintenance and repair activities should be trained/briefed on the precautions they need to take, including Personal Protective Equipment (PPE) required if necessary, to ensure their health and to continually maintain a serviceable facility. The following are provided as the most common laws, guidelines, and tools available outlining some of the requirements and is not all inclusive. It is important to consult all local laws and guidelines to ensure regulatory compliance and occupant health.

- Department of Defense Instruction (DODI) 6055.01, Appendix to Enclosure 4 – Appendix to Enclosure 4 Implementing Guidance for Controlling Surface Contamination in Operations Using Lead, Hexavalent Chromium, and Cadmium, dated 14 OCT 2014
- 29 CFR 1910.1200 – Hazard Communication Program
- 29 CFR 1910.1025 – Lead
- 29 CFR 1910.132(d) – Hazard Assessment and Equipment Selection
- 29 CFR 1910.132 – Subpart I, Personnel Protective Equipment and General Requirements

**ARNG General Housekeeping Guide
Control of Metal Particulates, i.e. Lead (pb)**

- Hazard Assessment (HA): IHSW ARNG Readiness Centers and Armory General Housekeeping Lead, dated 15 NOV 15, reference Appendix A.

8. Post Housekeeping Activities.

- Housekeeping personnel should thoroughly wash hands, face, and areas that may have been affected during these tasks
- Properly dispose of waste materials and water in an appropriate waste stream.

9. Supervision. Good supervision is another important work practice that ensures proper work practices are followed. To ensure control measures are effective and the housekeeping practices adequately control lead particulate within RC/Armory, it is important for the State Industrial Hygiene Technician complete annual wipe sampling to verify.

Appendix A

**IH HAZARD
ASSESSMENT**
IHSW ARNG

**ARNG General Housekeeping Guide
Control of Metal Particulates, i.e. Lead (pb)**
(15 NOV 15)

LOCATION: ARNG Readiness (RC's)/Armory and other like Facilities

DEVELOPED FROM: Multiple Industrial Hygiene Site Assistance Visits (IHSAV's)/Evaluations, initial dated May 1-4, 2014

GENERAL DESCRIPTION: Traditional Guardsman and other ARNG personnel perform general housekeeping/cleaning activities/responsibilities throughout the facility. Personnel use an effective approved method that minimizes the likelihood of generating dusts within the facility environment (for example, a wet mopping, wet floor scrubber, disposable treated dust mop/broom head system, wet cloth/towelettes, or HEPA Vacuum Systems). Note, a proven method that is effective for entraining floor particulates during floor sweeping activities is to treat (application of a cleaning solution) dust mop heads increasing collection efficiency, i.e. Cotton Dust Mop, or a Microfiber Dust Mop. Personnel may use wet-cloths or towelettes to clean fixtures, desks, tables, etc.

To ensure lead containing debris and waste is properly removed from facility all waste generated during cleaning activities should be disposed of through the appropriate waste stream.

This Hazard Assessment (HA) has been prepared for operations under normal conditions.

HAZARDS OBSERVED:

- Lead particulate on horizontal surfaces, floors, fixtures (desks), cabinet tops, etc. within facility
- Lead particulate inside cabinets, lockers, etc.
- Personnel using ladders, step stools, etc. to access areas difficult to reach
- Potential slips and falls from wet floor surfaces when wet methods are employed
- It is important to consult cleaning solution Safety Data Sheets (SDS) to ensure proper PPE and applications are followed

PERSONAL PROTECTIVE EQUIPMENT (PPE) Required:

- **Hand Protection:** Disposable type gloves, dispose through appropriate waste stream
- **Torso Protection:** None Required under normal conditions
- **Eye Protection:** None Required under normal conditions
- **Foot Protection:** None required under normal conditions
- **Head Protection:** None Required under normal conditions
- **Respiratory Protection:** None Required. Personal conducting these processes must employ the wet methods, or appropriate vacuum systems, as outlined within the accompanying ARNG General Housekeeping Guide
- **Hearing Protection:** None Required under normal conditions

PRIMARY PROCESS HAZARDOUS MATERIALS:

Product name	NSN	CAS
Lead (pb)	N / A	7439-92-1
Cleaning Solution	TBD by Local Command	TBD by local Command

TBD = To Be Determined IAW with local policies, practices, and products authorized for use

Appendix A

**IH HAZARD
ASSESSMENT**
IHSW ARNG

**ARNG General Housekeeping Guide
Control of Metal Particulates, i.e. Lead (pb)**
(15 NOV 15)

MEDICAL SURVEILLANCE REQUIRED:

None required. However, it is important for consultation with the State Occupational Health Manager to determine/confirm appropriate medical surveillance requirements

OTHER OBSERVATIONS/REQUIREMENTS:

- Use of Vacuum Systems (HEPA) may require additional training and maintenance IAW State and Local Laws and the manufactures recommendations/requirements
- Recommend personnel involved with cleaning activities are briefed/trained with hazards associated with this process, protective equipment use and limitations, and protective measures they need to take to ensure their health (reference 29 Code of Federal Regulations (CFR) 1910.1025, Appendix A as a guide)

HAZARD ASSESSMENT EVALUATIONS:

Date of last assessment: May 2014

Date anticipated for next assessment May 2015

NOTE: Reassessment may not be needed until a change in operation occurs (i.e., chemical change/use, new location, new equipment, etc.)

INDIVIDUAL PREPARING THIS ASSESSMENT:

IHSW Staff	//////////s//////////	15 NOV 15
<i>Print Name</i>	<i>Signature</i>	<i>Preparation Date</i>
(916) 854-1490	10510 Superfortress Ave, Mather, CA 95655	
<i>Contact Phone Number</i>	<i>Contact Address</i>	

State Occupational Health Manager Review:

<i>Print Name</i>	<i>Signature</i>	<i>Review Date</i>
<i>Contact Phone Number</i>	<i>Contact Address</i>	

State Safety (SOHM) Review:

<i>Print Name</i>	<i>Signature</i>	<i>Review Date</i>
<i>Contact Phone Number</i>	<i>Contact Address</i>	

Appendix A

**IH HAZARD
ASSESSMENT**
IHSW ARNG

**ARNG General Housekeeping Guide
Control of Metal Particulates, i.e. Lead (pb)**
(15 NOV 15)

Supervisor:

_____ _____ _____

Print Name *Signature* *Review Date*

Employees:

<i>Print Name</i>	<i>Signature</i>	<i>Date Briefed with Process Hazards</i>

Employee Briefing/Training Roster continued on next page

Appendix A

**IH HAZARD
ASSESSMENT**
IHSW ARNG

ARNG General Housekeeping Guide
Control of Metal Particulates, i.e. Lead (pb)
(15 NOV 15)

<i>Print Name</i>	<i>Signature</i>	<i>Date Briefed with Process Hazards</i>



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: February 28, 2017

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):

"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:

OC Community Resources Accounting
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

**Inquiries may be directed to OCCR Accounts Payable at:
OCCRAccountsPayable@occr.ocgov.com**

DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - A. The dangers of drug abuse in the workplace,
 - B. The person's or organization's policy of maintaining a drug-free workplace,
 - C. Any available drug counseling, rehabilitation and employee assistance programs, and
 - D. Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
 - A. Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
 - B. Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.

Official's Name

Date Executed

Executed in the County of

Contractor or Grantee Recipient Signature and Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

County of Orange Child Support Enforcement
Certification Requirements
(blank form)

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

Authorized Signature Print Name Title