



MEMORANDUM

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Date: May 20, 2021

RE: May 25, 2021 Board Hearing Agenda

#38

Receive and file status report and approve continuance of local health emergency and local emergency related to Novel Coronavirus COVID-19; and set review to determine need for continuing local health emergency and local emergency for June 22, 2021, 9:30 a.m. and every 30 days thereafter until terminated. This will permit the County Executive Office, Health Care Agency and other County departments to provide an update to the Board of Supervisors (Board) concerning efforts to address and mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency; and allow the Board to provide further direction to the County Executive Officer and other County Officers, as necessary.

Accordingly, please prepare the Agenda item to read:

Receive and file status report and approve continuance of local health emergency and local emergency related to Novel Coronavirus (COVID-19); and set review to determine need for continuing local emergency for 6/22/21, 9:30 a.m. and every 30 days thereafter until terminated. Updates will be provided by County Executive Office, Health Care Agency, and other County departments concerning efforts to address and mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency, and provide direction to the County Executive Officer and other County Officers concerning on-going County operations, allocation of County resources and personnel, maintenance of essential public services and facilities, temporary suspension and/or closure of non-essential public services and facilities, management of County property and finances, measures necessary to protect public health and safety, and expenditures necessary to meet the social needs of the population.

Recommended Actions

1. Receive and file status report and approve continuance of local health emergency and local emergency related to Novel Coronavirus COVID-19; and set review to determine need for continuing local health emergency and local emergency for June 22, 2021, 9:30 a.m. and every 30 days thereafter until terminated.
2. Permit the County Executive Office, Health Care Agency and other County departments to provide an update to the Board of Supervisors (Board) concerning efforts to address and

mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency; and

3. Provide direction to the County Executive Officer and other County Officers concerning on-going County operations, allocation of County resources and personnel, maintenance of essential public services and facilities, temporary suspension and/or closure of non-essential public services and facilities, management of County property and finances, measures necessary to protect public health and safety, and expenditures necessary to meet the social needs of the population.

ATTACHMENT

Attachment A-Emergency Contracting Authority

Thank you.

cc: Board of Supervisors
County Executive Office
County Counsel

Line Number	Dept. Name	Procurement Date	MA, PO, CT #	Contract Term (If applicable)	Vendor/Contractor Name	Dollar Amount	Contract Type (Commodity, Capital Asset, Services, Human Services)	Description	Emergency Contract Action (New Contract, Contract Amendment, Emergency PO)	Emergency Authority	Funding Source
1	HCA	5/19/2021	MA-042-20011672	<u>Amendment Term:</u> 4/22/2021-10/31/2021	Care Ambulance, Inc.	\$100,000.00	Human Services	COVID-19 Ambulance Strike Team Services - Contract extended and increased to continue providing services to COVID-19 patients in need of ambulance transportation in Memory Care Facilities.	Contract Amendment	Board Reso – Paragraph 1a - \$200K+	FEMA
2	HCA	5/19/2021	MA-042-20011673	<u>Amendment Term:</u> 4/22/2021-10/31/2021	Care Ambulance, Inc.	\$600,000.00	Human Services	COVID-19 Emergency Patient Support Services - Contract extended and increased to continue providing medical staffing services for COVID-19 testing and vaccination to residents of Orange County.	Contract Amendment	Board Reso – Paragraph 1a - \$200K+	FEMA
3	HCA	5/7/2021	MA-042-20012073	<u>Amendment Term:</u> 5/4/2021-6/30/2021	Kingdom Causes, Inc. dba City Net	\$999,958.00	Human Services	COVID-19 Project Toolbelt Services: Extend and increase contract to provide COVID-19 Homeless Clients with Emergency Housing and Case Management	Contract Amendment	Board Reso – Paragraph 1a - \$200K+	FEMA
4	HCA	5/4/2021	MA-042-21011034	<u>Amendment Term:</u> 5/4/2021-7/31/2021	Remigio Castro DBA 3 Stars Site Rentals	\$200,000.00	Services	Extend and increase contract for Portable Toilets Rentals and Maintenance Services for OC Vaccination PODS	Contract Amendment	Board Reso – Paragraph 1a - \$200K+	FEMA
5	HCA	5/19/2021	MA-042-20011497	<u>Amendment Term:</u> 6/1/2021-6/30/2021	Illumination Foundation	\$368,018.00	Human Services	Alternative Shelter Location Services Amendment to extend and increase the agreement to continue providing COVID-19 temporary isolation response program will continue to provide services to persons experiencing homelessness in Orange County. In accordance with Public Health services guidance, the services through this contract will ensure that there is a response in place for isolation and quarantine.	Contract Amendment	Board Reso – Paragraph 1a - \$200K+	FEMA
6	HCA	4/30/2021	MA-042-20010806	N/A	City of Laguna Beach	\$43,520.00	Human Services	HEAP Capital Improvements Contract Increase to allow for the rental of modular units/trailers for COVID-19 accommodations and changes to ensure physical distance and safety for participants at the alternative shelter location.	Contract Amendment	Board Reso – Paragraph 1a - \$200K+	FEMA

Line Number	Dept. Name	Procurement Date	MA, PO, CT #	Contract Term (If applicable)	Vendor/Contractor Name	Dollar Amount	Contract Type (Commodity, Capital Asset, Services, Human Services)	Description	Emergency Contract Action (New Contract, Contract Amendment, Emergency PO)	Emergency Authority	Funding Source
7	HCA	4/30/2021	MA-042-20010807	N/A	City of Laguna Beach	\$20,529.00	Human Services	HEAP Emergency Services Contract Increase to provide for increased costs associated with operations, staffing and labor to provide human services for the modular units/trailers for COVID-19 accommodations	Contract Amendment	Board Reso – Paragraph 1a - \$200K+	FEMA

**AMENDMENT NO. 4
TO
CONTRACT NO. MA 042-2011672
FOR
AMBULANCE STRIKE TEAM SERVICES**

This Amendment ("Amendment No. 4") to Contract No. MA-042-2011672 for Ambulance Strike Team Services is made and entered into on May 18, 2021 ("Effective Date") between Care Ambulance Service, Inc. ("Contractor"), with a place of business at 1517 W. Braden Court, Orange, CA 92868 and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. Santa Ana Blvd., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County's Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Third Edition, Version 3.1 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, County in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, the Parties executed Contract No. MA 042-20011672 for Ambulance Strike Team Services, effective April 22, 2020 through June 30, 2020, in an amount not to exceed \$150,000 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 for Ambulance Strike Team Services, effective April 27, 2020 through June 30, 2020 to include Federal Emergency Management Agency (FEMA) provisions; and

WHEREAS, the Parties executed Amendment No. 2 for Ambulance Strike Team Services, effective April 27, 2020 through December 30, 2020 to increase the term of the contract; and

WHEREAS, the Parties executed Amendment No. 3 for Ambulance Strike Team Services, effective April 22, 2020 through June 30, 2021 to increase the term of the contract; and expand the services; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 executed on May 18, 2021 to increase the term of the contract and increase the contract maximum obligation, and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is extended for a period of four (4) months, effective April 22, 2020 through October 31, 2021, in an amount not to exceed \$250,000; on the amended terms and conditions.
2. The Section entitled "Referenced Contract Provisions", subsection Term of the Contract is deleted in its entirety and replaced with the following:

"Term: April 22, 2020 through October 31, 2021

Not to Exceed Amount: \$250,000

Basis for Reimbursement: Fee for Service

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 04-777-8493

CONTRACTOR TAX ID Number: 33-0285453

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, 6th Floor
Santa Ana, CA 92701

CONTRACTOR: Care Ambulance Service, Inc.
Michael Gorman
1517 W. Braden Court
Orange, CA 92868
(714) 980-3136
Michael.Gorman@falck.com

This Amendment No. 4 modifies the Contract, and its amendments only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 4 and the Contract including its amendments, the terms and conditions of this Amendment No. 4 prevail. In all other respects, the terms and conditions of the Contract and its amendments not specifically changed by this Amendment No. 4 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Care Ambulance Service, Inc.

Michael Gorman

CEO & President

Print Name

Title

DocuSigned by:



5/19/2021

Signature

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:


Juan Corral

Deputy Purchasing Agent

Print Name

Title

DocuSigned by:



5/19/2021

Signature

Date

**AMENDMENT NO. 5
TO
CONTRACT NO. MA 042-2011673
FOR
EMERGENCY PATIENT SUPPORT SERVICES**

This Amendment ("Amendment No. 5") to Contract No. MA-042-2011673 for Emergency Patient Support Services is made and entered into on May 18, 2021 ("Effective Date") between Care Ambulance Service, Inc. ("Contractor"), with a place of business at 1517 W. Braden Court, Orange, CA 92868 and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. Santa Ana Blvd., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County's Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Third Edition, Version 3.1 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, County in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, the Parties executed Contract No. MA 042-20011673 for Emergency Patient Support Services, effective April 22, 2020 through June 30, 2020, in an amount not to exceed \$200,000 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 for Emergency Patient Support Services, effective April 27, 2020 through June 30, 2020 to include Federal Emergency Management Agency (FEMA) provisions; and

WHEREAS, the Parties executed Amendment No. 2 for Emergency Patient Support Services, effective April 27, 2020 through June 30, 2020 to increase the term of the contract and increase the contract maximum obligation; and

WHEREAS, the Parties executed Amendment No. 3 for Emergency Patient Support Services, effective April 22, 2020 through December 30, 2020 to increase the term of the contract and increase the contract maximum obligation; and

WHEREAS, the Parties on December 18, 2020, executed Amendment No. 4 to increase the term of the contract, increase the maximum obligation, as well as add additional staffing and COVID related services; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 executed on May 18, 2021, to increase the term of the contract and increase the maximum obligation; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is extended for a period of four (4) months, effective April 22, 2020 through October 31, 2021, in an amount not to exceed \$1,350,000; on the amended terms and conditions.
2. The Section entitled "Referenced Contract Provisions", subsection Term of the Contract is deleted in its entirety and replaced with the following:

"Term: April 22, 2020 through October 31, 2021

Not to Exceed Amount: \$1,350,000

Basis for Reimbursement: Fee for Service

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 04-777-8493

CONTRACTOR TAX ID Number: 33-0285453

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services

405 West 5th Street, 6th Floor
Santa Ana, CA 92701

CONTRACTOR: Care Ambulance Service, Inc.
Michael Gorman
1517 W. Braden Court
Orange, CA 92868
(714) 980-3136
Michael.Gorman@falck.com

This Amendment No. 5 modifies the Contract, and its amendments only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 5 and the Contract including its amendments, the terms and conditions of this Amendment No. 5 prevail. In all other respects, the terms and conditions of the Contract and its amendments not specifically changed by this Amendment No. 5 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

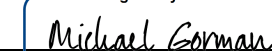
Contractor: Care Ambulance Service, Inc.

Michael Gorman

CEO & President

Print Name_____
Title

DocuSigned by:

A handwritten signature in blue ink that reads "Michael Gorman"._____
5/19/2021_____
Signature_____
Date_____
Print Name_____
Title_____
Signature_____
Date

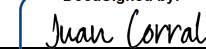
County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Juan Corral

Deputy Purchasing Agent_____
Print Name_____
Title

DocuSigned by:

A handwritten signature in blue ink that reads "Juan Corral"._____
5/19/2021_____
Signature_____
Date

AMENDMENT NO. 6
TO
CONTRACT NO. MA-042-20012073
FOR
Project Toolbelt Services

This Amendment ("Amendment No. 6") to Contract No. MA-042-20012073 for Project Toolbelt Services is made and entered into upon execution of all necessary signatures between Kingdom Causes, Inc. dba City Net ("Contractor"), with a place of business 4508 Atlantic Avenue, Suite 292, Long Beach, California, 90807, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-20012073 for Project Toolbelt Services, effective June 23, 2020 through December 30, 2020, in an amount not to exceed \$2,861,811 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend Attachments B, C, and D, effective October 1, 2020 and to increase the Contract by \$1,200,000; and

WHEREAS, the Parties executed Amendment No. 2 to amend Attachment B, to modify the approved budget; and

WHEREAS, the Parties executed Amendment No. 3 to extend the Contract through March 31, 2021, increase the Contract by \$3,536,193, for a new amount not to exceed \$7,599,004, to replace Attachment B (Pricing/Budget) with Attachment B-1 (Pricing/Budget), and replace Attachment C (Staffing) with Attachment C-1 (Staffing); and

WHEREAS, the Parties executed Amendment No. 4 to extend the Contract through and including April 30, 2021 at no additional cost to the County; and

WHEREAS, the Parties executed Amendment No. 5 to extend the Contract through and including June 30, 2021 at no additional cost to the County; and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to increase the Contract; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is hereby increased by \$999,958, for a new amount not to exceed \$8,598,962
2. Attachment B-1 of the Contract is hereby deleted in its entirety and replaced with Attachment B-2 (Pricing/Budget)

This Amendment No. 6 modifies the Contract, including all previous amendments only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 6 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 6 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 6 remain in full force and effect

ATTACHMENT B-2**PRICING/BUDGET**

COUNTY shall pay CONTRACTOR monthly in arrears, at the provisional amount of \$677,135 per month. In addition, County shall pay CONTRACTOR Start Up cost payment of \$1,154,270 upon execution of the contract. All payments are interim payment only and are subject to Final Settlement in accordance to settlement, CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified and provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation for each period as specified in the Referenced Contract provisions of the Agreement and provided further, CONTRACTOR'S costs are reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid. The COUNTY reserves the right to make advance payments, if ADMINISTRATOR deems appropriate.

PROJECT COSTS	
Staffing Labor: Case Management, program management, housing locator, data and compliance, mileage, etc.	\$1,171,991
Operations and Housing Programs – Housing assistance, client transportation, client support, etc.	\$5,501,618
Materials and Supplies: including computers, cell phones, uniforms, software license, audits, program liability insurance, etc.	\$123,640
Project Administration subtotal (10%)	\$647,443
Start-up costs	\$1,154,270
TOTAL COSTS	\$8,598,962

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: KINGDOM CAUSES, INC. DBA CITY NET

BRAD FIELDHOUSE

Executive Director

Print Name

Title

DocuSigned by:

BRAD FIELDHOUSE

Signature

5/7/2021

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Brittany Davis

Administrative Manager I, DPA

Print Name

Title

DocuSigned by:

Brittany Davis

Signature

5/7/2021

Date

**AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-21011034
FOR**

PORTABLE TOILETS/SHOWERS & OTHER SITE RENTALS AND SERVICES

This Amendment ("Amendment No. 2") to Contract No. MA-042-21011034 for Portable Toilets/Showers & Other Site Rentals and Services is made and entered into on May 4, 2021 ("Effective Date") between Remigio Castro DBA 3 Stars Site Services ("Contractor"), with a place of business at P.O. Box 27778, Santa Ana, CA 92799 and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 200 W. Santa Ana Blvd., Ste. 650, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County's Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Third Edition, Version 3.1 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, County in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, the Parties executed Contract No. CT-042-21011034 for Portable Toilets/Showers & Other Site Rentals and Services, effective January 9, 2021 through July 31, 2021, in an amount not to exceed \$200,000 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to modify the Scope of Work; effective January 9, 2021 through July 31, 2021, Contract amount to remain unchanged; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to modify the Scope of Work and increase the contract amount; and

1. The Contract is amended, effective January 9, 2021 Through July 31, 2020, for a new total not to exceed \$400,000; on the amended terms and conditions.
2. Attachment A-1 Scope of Work/Pricing of the Contract is deleted in its entirety and replaced with Attachment A-2
3. Attachment B Compensation and Invoicing of the Contract is deleted in its entirety and replaced with Attachment B-1.
4. Contractor shall continue to reference invoices with MA-042-21011034.

This Amendment No. 2 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1, and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

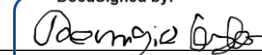
Contractor: Remigio Castro DBA 3 Stars Site Services

Remigio Castro

Owner

Print Name_____
Title

DocuSigned by:

_____
5/19/2021

Signature

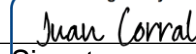
Date_____
Print Name_____
Title_____
Signature_____
Date**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Juan Corral

Deputy Purchasing Agent_____
Print Name_____
Title

DocuSigned by:

_____
5/19/2021

Signature

Date

ATTACHMENT A-2

SCOPE OF WORK/PRICING

- I. OVERVIEW:** The Contractor shall provide the County with Portable Toilets/Showers and other site rentals and services to various County facilities throughout County of Orange on an as needed basis, usage is not guaranteed. Facility locations may be added or deleted, service hours may be modified at any given time and/or services may be increased or decreased based on County needs during the term of this contract.
- II. CONTRACTOR RESPONSIBILITIES:** Contractor shall provide all labor, materials, tools, and equipment required to provide Portable Toilets/Showers and other site rentals and services; in accordance with the terms, conditions and pricing of RCA-017-18010045.
- I. LOCATIONS/ITEM AND SERVICE DESCRIPTIONS:**
- A.** Health Care Agency /
Orange County Fire
Authority: 1 Fire Authority
Road, Irvine CA
- Standard Portable Toilet
 - ADA Portable Toilet
 - 2 Sink Station Unit
 - Additional Service
 - 2 Station Sink -Cleaning Services for Long Term Rentals./Per Visit
 - Service every other day.
- B.** Disney Employee Parking lot
Address: 300 W. Katella Ave, Anaheim CA 93802
- Standard Portable Toilet
 - ADA Portable Toilet
 - 2 Sink Station Unit
 - ADA Handwashing stations
 - 2 Station Sink -Cleaning Services for Long Term Rentals./Per Visit
 - Service all daily

- C.** Santa Ana College POD
Address: 1530 W. 17th St, Santa Ana CA 92706
- Standard Portable Toilet
 - ADA Portable Toilet
 - 2 Sink Station Unit
 - ADA Handwashing Station
 - Service all daily
- D.** SOKA University
Address: 1 University Drive, Aliso Viejo, CA 92656
- Standard Portable Toilet
 - ADA Portable Toilet
 - 2 Sink Station Unit
 - ADA Handwashing Station
 - Service all daily
- E.** OC Fairgrounds
Address: 88 Fair Drive, Costa Mesa, CA 92626
- Standard Portable Toilet
 - ADA Portable Toilet
 - 2 Sink Station Unit
 - ADA Handwashing Station
 - Service all daily
- F.** Weekends/Holidays & Afterhours delivery or Pick Up Charge (unlimited number of toilets/SP Showers, not trailers)

Additional rentals and services not listed shall be paid in accordance with RCA-017-18010045 upon approval of County's Project Manager.

ATTACHMENT B-1**COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$400,000 for the Term of Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with Attachment A-1.
3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor 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. Contractor 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.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 15 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or 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 goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement MA-042-21011034
 - g. Agency/Department's Account Number, if applicable
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

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

Invoice and support documentation are to be emailed to HCAAccountsPayable@ochca.com or forwarded to:

Orange County Health Care Agency
Accounts Payable
PO Box 689
Santa Ana, CA 92702

9. **Payment (Electronic Funds Transfer)**
County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

ATTACHMENT C

CERTIFICATION REGARDING ANTI-LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

AMENDMENT NO. 13
TO
CONTRACT NO. MA-042-20011497
FOR
Alternative Shelter Location Services

This Amendment ("Amendment No. 13") to Contract No. MA-042-20011497 for Alternative Shelter Location Services is made and entered into on May 18, 2021 ("Effective Date") between The Illumination Foundation ("Contractor"), with a place of business at 1091 N. Batavia St., Orange, CA 92867, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County's Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, County in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, the Parties executed Contract No. MA-042-20011497 for Alternative Shelter Location Services, effective March 23, 2020 through June 22, 2020, in an amount not to exceed \$16,014,372 , renewable for three additional months ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend MA-042-20011497 effective March 25, 2020, to amend Exhibit A; and

WHEREAS, the Parties executed Amendment No. 2 to amend MA-042-20011497 effective April 27, 2020, to add Federal Emergency Management Agency (FEMA) provisions; and

WHEREAS, the Parties executed Amendment No. 3 to renew the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend Exhibit A; and

WHEREAS, the Parties executed Amendment No. 4 to amend the agreement to allow for advance payments; and

WHEREAS, the Parties executed Amendment No. 5 to extend the contract for one additional month; and

WHEREAS, the Parties executed Amendment No. 6 to extend the contract for one additional month, added recuperative care sites, and added CARES Act Funding Requirements; and

WHEREAS, the Parties executed Amendment No. 7 to extend the contract for three additional months, and

WHEREAS, the Parties executed Amendment No. 8 to extend the contract for one additional month; and

WHEREAS, the Parties executed Amendment No. 9 to extend the contract for one additional month and add additional funds; and

WHEREAS, the Parties executed Amendment No. 10 to extend the contract for one additional month and add funds; and

WHEREAS, the Parties executed Amendment No. 11 to extend the contract for one additional month and add funds; and

WHEREAS, the Parties executed Amendment No. 12 to extend the contract for one additional month and add funds; and

WHEREAS, the Parties now desire to extend the contract for one additional month and add funds; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is extended for one month, with a new contract end date of June 30, 2021.
2. The Contract is increased by \$368,018 for the period of June 1, 2021 through June 30, 2021; with a new cumulative Not to Exceed amount of \$26,867,985.

This Amendment No. 13 modifies the Contract including Amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 13, the previously executed Amendments and the Contract, the terms and conditions of this Amendment No. 13 prevail. In all other respects, the terms and conditions of the Contract, including the Amendments, not specifically changed by this Amendment No. 13 remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

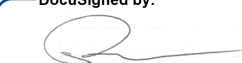
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 13. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: The Illumination Foundation

Paul Leon

Print Name

DocuSigned by:

CBF6667E3BA84FE...

Signature

President & CEO

Title

5/19/2021


Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Brittany Davis

Print Name

DocuSigned by:

CBA8D85B77D2461...

Signature

Administrative Manager I, DPA

Title

5/19/2021

Date



**AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-20010806
FOR
REHABILITATION AND ADMINISTRATION OF A HOMELESS SHELTER**

This Amendment ("Amendment No. 2") to Contract No. MA-042-20010806 for Rehabilitation and Administration of a Homeless Shelter is made and entered into upon execution of all necessary signatures between the City of Laguna Beach, a California municipal corporation ("Contractor"), with a place of business at 505 Forest Ave., Laguna Beach, CA 92651, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600 Santa Ana, CA 92701. Contractor and County may be referred to individually as a "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor and County, through OC Community Resources ("OCCR"), executed Contract No. 18-23-0059-HEAP for Rehabilitation and Administration of a Homeless Shelter, effective January 22, 2019 through April 30, 2021, in an amount not to exceed \$544,000 ("Contract"), and;

WHEREAS, the Parties executed Amendment No. 1 to change the administering agency from OCCR to OC Health Care Agency, to change the Contract Number from 18-23-0059-HEAP to MA-042-20010806, to add Attachment B-1 (Payment/Compensation), to add Paragraph 3.12 Compliance, to add Paragraph 4.22 Audits/Inspections, and to add Paragraph 4.23 Records Retention;

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to increase the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is increased in the amount of \$43,520, for a new amount not to exceed \$587,520.
2. This Amendment No. 2 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2 remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: CITY OF LAGUNA BEACH

Shohreh Dupuis

Assistant City Manager

Print Name

Title

DocuSigned by:

A blue ink signature of Shohreh Dupuis.

4/30/2021

Signature

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:


Brittany Davis

Deputy Purchasing Agent

Print Name

Title

DocuSigned by:

A blue ink signature of Brittany Davis.

4/30/2021

Signature

Date



**AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-20010807
FOR
CONTINUUM OF CARE- HOMELESS EMERGENCY AID PROGRAM**

This Amendment ("Amendment No. 3") to Contract No. MA-042-20010807 for Continuum of Care – Homeless Emergency Aid Program is made and entered into upon execution of all necessary signatures between the City of Laguna Beach, a California municipal corporation ("Contractor"), with a place of business at 505 Forest Ave., Laguna Beach, CA 92651 and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Contractor County, through OC Community Resources ("OCCR"), executed Contract No. 18-23-0057-HEAP for Continuum of Care – Homeless Emergency Aid Program, effective May 1, 2019 through April 30, 2021 in an amount not to exceed \$365,000 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to change the administering agency from OCCR to OC Health Care Agency, to change the Contract Number from 18-23-0057-HEAP to MA-042-20010807, to delete Exhibit 1 (OC Community Resources Contract Reimbursement Policy), to replace Attachment B (Payment/Compensation) with Attachment B-1 Payment/Compensation, to add Paragraph DD. Compliance, to replace Paragraph AA. Audits/Inspections with Paragraph AA. Inspections and Audits, and to replace Paragraph 24.B. Records Retention with Paragraph 24.B. Record Management and Maintenance; and

WHEREAS, the Parties executed Amendment No. 2 to renew the Contract for one year, effective May 1, 2021 through April 30, 2022, in an amount not to exceed \$191,625 for the renewal period, for a new amount not to exceed \$556,625; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to increase the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is increased in the amount of \$20,529, for a new amount not to exceed \$577,154.
2. This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically

changed by this Amendment No. 3 remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE

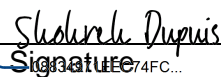
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: CITY OF LAGUNA BEACH

Shohreh Dupuis

Print Name

DocuSigned by:


Signature

Assistant City Manager

Title

5/3/2021

Date_____
Print Name_____
Title_____
Signature_____
Date

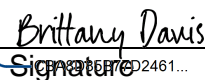
County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Brittany Davis

Print Name

DocuSigned by:


Signature

Deputy Purchasing Agent

Title

5/3/2021

Date