

CONTRACT #17-23-0036-PS

BETWEEN

COUNTY OF ORANGE

AND

THE MIDNIGHT MISSION

FOR

COURTYARD TRANSITIONAL CENTER SERVICES



CONTRACT

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This Agreement Number 17-23-0036-PS, hereinafter referred to as “CONTRACT” is made between the County of Orange, a political subdivision of the State of California, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; (hereinafter referred to as “**COUNTY**”) and The Midnight Mission, a non-profit corporation, in the State of California, with a place of business at 601 South San Pedro Street, Los Angeles, CA 90014; (hereinafter referred to as “**CONTRACTOR**”) with COUNTY and CONTRACTOR sometimes referred to as “**PARTY**,” or collectively as “**PARTIES**.”

RECITALS

WHEREAS, COUNTY, previously approved an allocation of \$1,400,000.00 (One Million Four Hundred Thousand Dollars and 00 cents) County General Funds to engage CONTRACTOR to provide Courtyard Transitional Center Services described herein to the residents of Orange County for the period of October 1, 2016 through September 30, 2017;

WHEREAS, OC Community Resources – Director or Designee, hereinafter referred to as “ADMINISTRATOR” shall administer this CONTRACT as necessary; and

WHEREAS, CONTRACTOR is responsible for the administration, implementation, and coordination of Courtyard Transitional Center Services and will identify a CEO designated liaison to OC Community Resources; and

WHEREAS, CONTRACTOR has been performing services satisfactorily according to the terms of the CONTRACT; and

WHEREAS, the COUNTY has approved \$1,650,000.00 (One Million Six Hundred Fifty Thousand Dollars and 00 cents) to pay CONTRACTOR as specifically described in Compensation/Payment, attached hereto as Attachment “B” and incorporated herein; and

WHEREAS, CONTRACTOR agrees to provide Courtyard Transitional Center Services for the period of October 1, 2017 through September 30, 2018, under the same terms, conditions and scope of work hereinafter set forth;

WHEREAS, COUNTY Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into this CONTRACT to provide information and referral services to Orange County residents with the CONTRACTOR; and

NOW, THEREFORE, the PARTIES mutually agree as follows:

ARTICLES

Terms and Conditions:

1. **Coordination/Administration of CONTRACT:** COUNTY's OC Community Resources Director or designee (hereinafter referred to as "**DIRECTOR**"), and OC Housing & Community Development and Homeless Prevention project coordinator (hereinafter referred to as "**COUNTY'S PROJECT MANAGER**") shall assume responsibilities through coordinating the services provided by the COUNTY. The COUNTY's Contract Manager (hereinafter referred to as "**CONTRACT MANAGER**") shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
2. **Scope of Services:** This CONTRACT specifies the contractual terms and conditions by which the COUNTY will procure services from CONTRACTOR as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
3. **Contract Term: This CONTRACT shall be effective from October 1, 2017 through September 30, 2018,** unless otherwise terminated by the COUNTY. This CONTRACT may be renewed on the same terms, conditions, and scope of services for up to one (1) individual consecutive one-year period upon mutual written agreement by the COUNTY and CONTRACTOR, with County of Orange Board of Supervisors approval.
 - A. The COUNTY will reclaim any unused funds for reallocation to other COUNTY approved programs.
 - B. The COUNTY does not have to give a reason, should it decide not to renew.
 - C. Prior to, and at the effective date of the termination of this CONTRACT, CONTRACTOR shall cooperate with the COUNTY in transition of the operation of the support and services to the COUNTY or the COUNTY designated CONTRACTOR, in order to facilitate and effectuate an orderly and systematic transition of the CONTRACTOR's duties and activities as they pertain under this CONTRACT.
 - D. Upon termination of this CONTRACT, CONTRACTOR shall forthwith deliver to the COUNTY such CONTRACT's, documents, accounting records, and all other related records pertaining to services provided under this CONTRACT, as may be reasonably requested, and furnish all such information and take all actions as deemed necessary.
4. **Contingency of Funds:** CONTRACTOR 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 the State of California to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by approved by COUNTY'S Board of Supervisors for each fiscal year covered by this CONTRACT. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty to the COUNTY.
5. **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, reduce COUNTY'S maximum obligation, or modify the CONTRACT, without penalty to the COUNTY.

6. Payment Requirements:

- 6.1 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 CONTRACTOR attached hereto and incorporated herein by reference.
- 6.2 Payment of Project Activities: COUNTY will reimburse CONTRACTOR for eligible project-related costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on or after November 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, CONTRACTOR will provide a monthly performance report by the 20th of the month for the preceding month of services, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause a breach of CONTRACT as defined in Paragraph 9, below.
- 6.3 CONTRACTOR 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 CONTRACTOR shall be ineligible for any further reimbursement.
- 6.4 ADVANCE - Notwithstanding Paragraph 6.1 above, upon written request and justification of an immediate need based upon cash forecasting from CONTRACTOR, COUNTY may advance to CONTRACTOR a portion of COUNTY'S maximum obligation hereunder. PROJECT MANAGER shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by an equal amount of any advance payment, under Paragraph 6.2 above, to recover any outstanding advance or part thereof.

Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to CONTRACTOR which would result in less money remaining unpaid to CONTRACTOR than the total of advances made to CONTRACTOR.

7. Adjustment –Scope of Services:

No adjustments made to the Scope of Services will be authorized without prior written approval of the COUNTY assigned CONTRACT MANAGER. CONTRACTOR agrees that COUNTY may, at its sole discretion, amend this CONTRACT to conform to federal, State or local governmental guideline, policies, and available funding amounts.

If any amendment results in a change in the funding amount, CONTRACTOR Scope of Services, or schedule of activities to be undertaken as part of this CONTRACT, such modification will be incorporated only by written amendment executed by DIRECTOR and CONTRACTOR.

8. Amendments – Changes/Extra Work: The CONTRACTOR shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new

or unforeseen requirements, the COUNTY with the CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the CONTRACTOR's ability to deliver services, or the project schedule, the CONTRACTOR shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY PROJECT MANAGER, shall require the mutual consent of all PARTIES, and may prohibit the CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

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

9.1 Terminate the CONTRACT immediately, pursuant to Paragraph K herein;

9.2 Afford the CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;

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

9.4 Seek a refund of monies owed to COUNTY by CONTRACTOR pursuant to Paragraph 6.4, above, and offset against any monies billed by CONTRACTOR but not yet paid by COUNTY.

10. Conditions Affecting Work: The CONTRACTOR shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.

11. Conflict of Interest – CONTRACTOR's Personnel: The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The CONTRACTOR'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.

CONTRACTOR agrees to abide by any federal, State and/or local regulations 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.

12. **Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
13. **CONTRACTOR Personnel:** The CONTRACTOR 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.
14. **CONTRACTOR's PROJECT MANAGER and Key Personnel:** CONTRACTOR shall appoint a PROJECT MANAGER to direct the CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. The CONTRACTOR'S PROJECT MANAGER and key personnel shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the CONTRACTOR'S PROJECT MANAGER.
15. **CONTRACTOR's Records:** The CONTRACTOR shall keep an accurate record of time expended by CONTRACTOR in the performance of this CONTRACT. Such record shall be available for periodic inspection by the COUNTY at reasonable times. Such records will be retained for five (5) years after the expiration or termination of this CONTRACT.
16. **Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTOR in the performance of this CONTRACT will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the CONTRACTOR after completion or termination of this CONTRACT without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this CONTRACT.
17. **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 CONTRACTOR agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
 - a. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and 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; and
 - 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.

Failure of the CONTRACTOR to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another CONTRACTOR. In the event a CONTRACT has been issued, failure of the CONTRACTOR 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.

- 18. 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.

- 19. 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 CONTRACTOR 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 CONTRACTOR shall apply to serving the COUNTY’s needs regardless of the circumstances. If the CONTRACTOR is unable to supply the goods/services under the terms of the CONTRACT, then the CONTRACTOR shall provide proof of such disruption and a copy of the invoice for the goods/services from the CONTRACTOR’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 CONTRACTOR shall show both the emergency purchase order number and the CONTRACT number.

- 20. Drug-Free Workplace:** The CONTRACTOR hereby certifies compliance with government Code Section 8355 in matters relating to proving a drug-free workplace as set forth in Exhibit 3, attached hereto and incorporated herein by reference.

21. 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 CONTRACTOR’s PROJECT MANAGER and the COUNTY’s PROJECT MANAGER, such matter shall be brought to the attention of the CONTRACT MANAGER Agent by way of the following process:

- i. The CONTRACTOR shall submit to the agency/department assigned COUNTY CONTRACT MANAGER 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.
 - ii. The CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the CONTRACT adjustment for which the CONTRACTOR believes the COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to diligently proceed with the provision of services under this CONTRACT. The CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT.

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

- 22. Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
- 23. Termination—Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

CONTRACTOR may terminate this CONTRACT without penalty after ninety (90) days written notice, unless otherwise specified. Notice shall be deemed served on the date of mailing. Exercise by CONTRACTOR to terminate the CONTRACT shall relieve CONTRACTOR of all further obligations after the ninety (90) day written notice; but does not release CONTRACTOR of any provision of this CONTRACT which imposes any obligation described herein up to or after termination of this CONTRACT that shall survive the termination or expiration of this CONTRACT.

24. News/Media Release: The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's PROJECT MANAGER. Media contact shall be coordinated with and through the COUNTY as it pertains to work under this CONTRACT.

25. Publicity, Literature, Advertisements, and Social Media:

A. COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

B. CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:

1. ADMINISTRATOR provides its written approval of the content and publication of the information at least 30 days prior to CONTRACTOR publishing the information, unless a difference timeframe for approval is agreed upon by the ADMINISTRATOR;
2. Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through COUNTY, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and,
4. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

26. 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:
OC Community Resources
1300 S. Grand Ave., Bldg. B
Santa Ana, CA 92705
Attn: Juanita Preciado

For CONTRACTOR:
The Midnight Mission
601 South San Pedro Street
Los Angeles, CA 90014
Attn: Nancy Neilson and/or Wes Ferris

27. Project Manager, COUNTY: The PROJECT MANAGER shall act as liaison between the COUNTY and the CONTRACTOR during the term of this CONTRACT. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.

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

29. Publication: No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.

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

CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.

31. **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.

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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 A, B, C, and D and Exhibits 1, 2 and 3, which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR 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 MANAGER.
- 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:** "Intentionally Left Blank"
- 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:** CONTRACTOR 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 CONTRACTOR's part to indemnify, defend and hold COUNTY and COUNTY 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, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Paragraph and "HH" below, it shall indemnify, defend and hold COUNTY and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, 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 CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT, except as expressly provided herein, or without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to 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 CONTRACTOR. 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:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction.

CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR 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 subcontract, shall be fully responsible for all work performed by sub-CONTRACTORS.

P. Insurance:

Insurance Provisions

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

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

All self-insured retentions (SIRs) and deductibles 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 CONTRACTOR's current audited report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this CONTRACT, agrees to all the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this CONTRACT, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same, and such approval will not be unreasonably withheld; and
- 2) CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Employee Dishonesty (if applicable)	\$100,000 per occurrence (limit commensurate with exposure)

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 CONTRACTOR'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 CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees** or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange 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.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. If applicable, a Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance. Employee Dishonesty insurance is required only for entities that need an Advance described in Paragraph 6.4, above.

CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the CONTRACT, upon which the COUNTY may suspend or terminate this CONTRACT.

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

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development & Management, award may be made to the next qualified CONTRACTOR.

COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk MANAGER as appropriate to adequately protect COUNTY.

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** "Intentionally Left Blank"
- R. Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- S. Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.
- V. Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the

requirements of Paragraph "HH" below, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs, and expenses arising from or related to a violation of such

- W. Freight (F.O.B):** "Intentionally Left Blank"
- X. Pricing:** "Intentionally Left Blank"
- Y. Waiver of Jury Trial:** "Intentionally Left Blank"
- Z. Terms and Conditions:** CONTRACTOR 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 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees, consultants and subCONTRACTORs performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employee, consultants and subCONTRACTORs for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the

COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

HH. Indemnification: CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

The COUNTY reserves the right to audit and verify the CONTRACTOR's records before final payment is made.

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

Further, CONTRACTOR agrees to include a similar right to the COUNTY to audit records and interview staff of any sub-CONTRACTOR related to performance of CONTRACT.

Should the CONTRACTOR cease to exist as a legal entity, the CONTRACTOR'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.

***The Midnight Mission**

DocuSigned by:
Mike Arnold
By: _____
CF631679FFC8438...
Name: Mike Arnold
Title: CEO and President
Dated: 8/21/2017

DocuSigned by:
R. Stephen Doan
By: _____
018A945E8AEE477...
Name: R. Stephen Doan
Title: Chairman of the Board
Dated: 8/22/2017

*For Contractors 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 Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

DocuSigned by:
Julia Bidwell Julia Bidwell
By: _____
5E2FB006989F43C
Dylan Wright, Director
OC Community Resources

Dated: 9/12/2017

**APPROVED AS TO FORM
COUNTY COUNSEL**

By: Carolyn S. Frost
DEPUTY COUNTY COUNSEL

Dated: 08/21/17

ATTACHMENT A

SCOPE OF SERVICES



1. Scope of Services Summary

- A. Activities:
CONTRACTOR (The Midnight Mission) shall perform all services set forth in the program description and will be responsible for administering program funded with 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.

- B. Program Description:
CONTRACTOR will operate a low barrier shelter and service center at The Courtyard (formerly known as Santa Ana Transit Terminal) for those experiencing homelessness in particular for those currently dwelling around the Civic Center.

- C. Eligible Participants:
For the purposes of the Program (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, or for reference as further defined in 24 CFR Part 576.2.

- D. Use of Funds:
Funds will be used to provide contracted services and operations of the PROGRAM, such as providing safety net services, and case management services including shelter and connections to service providers. Said services and operations shall be low-barrier and engagement rich to provide people experiencing homelessness a pathway to service connections, health care, housing and stability.

- E. Reporting:
CONTRACTOR is required to submit reports, as agreed upon with COUNTY staff, in a form mutually agreed upon by TMM and OC Community Services. Details may include but are not limited to safe sleep numbers, employment number, entries, exits, etc. Other reporting items will be determined in coordination with County.

CONTRACTOR may enter the data in the Homeless Management Information System (HMIS).

CONTRACTOR will, collaborate with COUNTY and 211-Orange County on Coordinated Entry system and other Continuum of Care services/efforts.

2. Description of Program

The CONTRACTOR will provide the following:

Daytime Services - During the daytime the area will be utilized as a drop-in center serving an estimated 400 to 750 guests seeking a safe place, service connections, hygiene services, showers & restrooms, a meal (meals to be provided by volunteers and/or other resources directed by COUNTY), and place to rest.

Nighttime Services - At night the area will be used as an overnight shelter which may accommodate up to 425 beds.

3. Description of Services/CONTRACTOR Responsibilities

The PROGRAM will meet the COUNTY's need to provide emergency shelter with showers, food and supportive services for the homeless population. This will include operating, maintaining, staffing and coordinating the resources of the PROGRAM. Applicant must have the ability to operate 24/7 365 days a year.

A. Shelter Requirements (applicable to all sites)

CONTRACTOR will:

1. Ensure that PROGRAM will be in operation 24/7 (24 hours per day, 7 days a week). CONTRACTOR is expected to have a 24 hour contact available to Courtyard staff for emergency purposes.

B. Site Management Tasks

CONTRACTOR will:

1. Take appropriate action for medical/mental health emergencies.
2. Complete a management report gathering data mutually agreed on by CONTRACTOR and COUNTY.
3. Provide supervision of the homeless guests including shelter entry registration and the scheduling of meals, showers and other personal services as needed. The CONTRACTOR will provide site Managers.

C. Administrative Management Tasks

CONTRACTOR will:

1. Work in partnership with the County of Orange/OCCR to be a "Good Neighbor", 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. Submit policies and procedures for PROGRAM including but not limited to all aspects of services, management plan, staff responsibilities and staff coordination.
3. Coordinate with COUNTY agencies engaged with the homeless including but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and will also, engage local agencies, social services programs and volunteers to assist with program services. All efforts shall be coordinated with current COUNTY services in the Civic Center area.
4. Provide 24/7 on call staff to the COUNTY Program Manager for emergencies.
5. Provide Liability and other required insurances to cover accidents or injuries caused as a result of operating shelters for the homeless at the sites.
6. Provide supplies and equipment as needed. It is the CONTRACTOR's responsibility to inventory the supplies.
7. Review all billings and assure payments, if applicable.
8. Provide training as needed to staff, and direction to engaged community groups and volunteers, as appropriate.
9. Work with COUNTY supplied Utilities (water, electric, gas, trash), dumpsters & refuse removal, portable restrooms, power washing, tables, chairs, and sleeping mats to be provided by the COUNTY at no costs.
10. Work with COUNTY supplied portable shower facilities.
11. Bring laundry facilities onsite in coordination with COUNTY.
12. Provide clean towels and the launder towels as part of the services provided by CONTRACTOR to the homeless.

13. Ensure blankets and mats are regularly cleaned and use reasonable care to ensure they remain clean and free of parasitic infestations and other pests.
14. Coordinate with OC Community Resources, other COUNTY agencies and community-based organizations, as necessary and appropriate.

D. Performance Metrics

1. CONTRACTOR will have a target of 15 housing exits/month.
2. CONTRACTOR will, within 3 months of the start of the new contract period complete a comprehensive intake and assessment on approximately 50% of safe sleep program participants that will identify barriers to housing and create a starting point for housing needs. This data will provide both the COUNTY and CONTRACTOR an understanding of housing options necessary to be able to begin to address stable permanent housing needs for the Program. Compiled data will represent demographics of Safe Sleep program participants, lengths of stay by program section, types of housing needed and secured at exit, income sources and levels at exit, connection to mainstream benefits thru SSA (GR, Medi-cal), CES placements, Whole Person Care/Recuperative Care placements, Homeward Bound exits, treatment and mental health housing exits, other exits, as appropriate.
3. Within 6 months of the contract start date, CONTRACTOR will have completed a comprehensive intake and assessment on 95% of the safe sleep program participants.
4. Within a mutually agreed upon timeframe prior to contract expiration, the CONTRACTOR will develop a housing needs assessment for the Courtyard safe sleep program participants that is based on the assessments, the CONTRACTOR will identify the housing needs of safe sleep program participants by major category (i.e. permanent supportive housing, rapid rehousing supports, affordable housing, sober living, transitional treatment programs and the like) and will provide a basis for the COUNTY and CONTRACTOR to establish housing placement goals using the Coordinated Entry System (CES).

4. Program Design

- A. Low Barrier Criteria - The site is designed to encourage participation by providing low-barriers to entry, and accommodate any person who identifies as homeless. All persons identifying as homeless or hungry and seeking help will be welcomed, and CONTRACTOR will work with OC Community Resources to rapidly triage families with children, unaccompanied youth, and victims of domestic violence / sex trafficking from the site to area agencies who can provide specialized programs and services to better address the needs of these populations as quickly as possible.

Entry criteria for adults who are homeless include:

- Homeless (HUD Definition)
- Age 18 or older (youth will be immediately triaged to a youth provider if possible)
- Ambulatory and not requiring hospital or nursing home care
- Agree to be nonviolent
- Agree not to use or sell drugs or illegal substances on the premises
- Agree to treat other clients, staff and the property with respect
- Agree to obey fire and other safety regulations
- Agree to abide by pet / animal requirements
- Agree to follow posted shelter rules, including signing in at entry

Safe Shelter Access - The Courtyard will be open 24 hours a day, seven days a week, including all holidays. The site can be accessed by walking in. Up to 425 nightly beds will be available on a first-come-first-serve basis. A space plan is in place at for the site to ensure a degree of privacy by gender, those with a pet, or couples. The goal will be to provide a safe, secure sleeping area

to those in need. It is anticipated that the service needs of most of the homeless guests will be very high, and CONTRACTOR developed staffing plans based on addressing those needs while keeping everyone safe.

- o Sleeping Areas - Up to 425 shelter beds will be made available each night, CONTRACTOR will configure the site, with COUNTY-provided partitions, to accommodate a variety of needs. Because the area designated for shelter has covered and uncovered areas, some areas may be susceptible to flooding or rain exposure during inclement weather. CONTRACTOR's site plan involves the use of mobile metal stations to section off areas for various populations. This will allow area sizes to be increased or decreased based on the number and types of people seeking shelter each night. The number served in each area will vary based on demand and operational considerations. Beds will consist of a foam sleeping mat and a blanket or blankets. Guests will be assigned a bed and blanket through the intake process. Sleeping areas will allow for the following sections/bed types:

- o Adult men
- o Adult women
- o Disabled Couples
- o Guests with Pets
- o Worker Section (those who are employed and homeless)
- o Overflow section (as needed for overflow, transgendered, re-entry drop-offs)

B. Meals – CONTRACTOR will work with COUNTY resources and City Net or COUNTY Designated Community Resource Mobilizer to coordinate food delivery and meal service in one area of the site. Meals and food-related supplies will be provided by volunteers and/or other resources directed by COUNTY. COUNTY will provide tables, chairs, and metal barriers. COUNTY will provide a place for guests to sit and eat their meal. Through the volunteers, CONTRACTOR is expecting 3 meals each day will be available to guests.

CONTRACTOR will also work with City Net or COUNTY Designated Community Resource Mobilizer to provide an area that has a station for water / hot beverages and possibly some snack items.

C. Storage - CONTRACTOR expects that guests will be allowed to bring a small amount of personal items into their sleeping area.

Additionally, an on-site storage area will be provided for items such as shopping carts, multiple suitcases or bags, bicycles, and other larger items. CONTRACTOR will coordinate the on-going process with COUNTY, and proposes an initial process in which empty bins with lids are available for nightly guests. The storage area will provide guests with a COUNTY-provided storage bin.

CONTRACTOR recognizes that guests value their belongings, and CONTRACTOR will work with every guest to find the balance between creating a safe and sanitary environment while honoring the value of personal possessions.

D. Entry Process - During the daytime Security will ask those entering to sign in and outreach engagement staff will be on hand to assist guests to services they may choose to access. Once the evening meal is finished, staff will assist those who have signed up for a bed stay to access their bed area. Security will help those who are not staying transition out of the area.

No one seeking shelter for the night will be turned away providing they are not a danger to themselves or others. Security has designated 10:30pm as "lights out." Anyone who chooses to leave during the night is free to do so; however, they will not be allowed back in until the next day, and stored items might not be immediately accessible and may need to be retrieved the following day. Security will generally close storage, showers, and other amenities during "lights out"; however anyone needing a reasonable accommodation will be accommodated if possible.

Because of various language barriers and illiteracy rates among the guests, guests will be asked in their native language if they completely understand any intake/assessment forms which may be completed for services. Guests needing additional assistance will have the rules and intake forms explained to them. When English is their second language, the rules and intake forms will be explained in their primary language whenever feasible.

- E. Security - Security is in place 24 hours a day, 7 days a week, to help provide a peaceful environment for those seeking services and respite from the streets. There will be full time and part time security at all times on the premises.

- F. Case Management Services – Case Management services will be provided to the persons who are homeless / chronically homeless who utilize this low-barrier shelter and service center. The case managers will aid in triaging participants to services that best meet their needs, and then link them to those area services. The goal of low-barrier services is to provide progressive engagement to chronically homeless who are challenging to serve and reluctant to seek assistance due to mental health challenges, substance use, and chronic health conditions. Once linked to existing services within the County, participants will be on a path that leads towards permanent supportive housing, alternative stable housing, and stability. Case managers may also help divert people from shelter through family reunification and other means. Through linkages and diversion Case Managers will work to decrease length of stay at the OC Courtyard and increase stability. This project will align with the Orange County Continuum of Care (CoC) and coordinated entry system. Staff will receive Orange County CoC / CES / or other training offered in best practices and local CoC process.

- G. Daily Drop In Services - Hours of operation are flexible and participant/guest driven. The area will serve as a daily drop-in center providing services for all. Services to be provided include:
 - Open table feeding area
 - Hygiene Facilities
 - Donation area with volunteer / donor engagement
 - On-site service provision and linkages will include, but not limited to those listed below. Additional services will be added as the Program develops.
 - Orange County Social Services Agency
 - Health Care Agency
 - Liaison for Health Care system
 - Continuum of Care agencies
 - Veterans Services
 - Collaborative Courts
 - Legal services

- H. CONTRACTOR acknowledges that they are required to collaborate with other homeless services agencies.

- I. CONTRACTOR will ensure all insurance coverage requirements are fulfilled prior to the initial date of program operations.

- J. CONTRACTOR shall comply with all State of California and local regulations, as applicable.
- K. CONTRACTOR will partner with medical or law enforcement in the event of an emergency. With the nature of the population being served at the 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. All staff and volunteers at the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

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ATTACHMENT B

COMPENSATION / PAYMENT



1. COMPENSATION:

This is a cost reimbursable CONTRACT between the COUNTY and the CONTRACTOR for up to \$1,650,000/annually as set forth in Attachment A Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing 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 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:

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.

3. PAYMENT TERMS:

An invoice for the reimbursable costs shall be submitted monthly to the address specified and approval of the COUNTY Project Manager. Admin/data shall be billed at the rate of 1/12th each month. CONTRACTOR 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 CONTRACTOR.

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

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

Invoice(s) are to be sent to:
OC Community Resources
1770 North Broadway, 4th floor
Santa Ana, CA 92706-2642
Attention: Accounts Payable

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

1. CONTRACTOR's name and address
2. CONTRACTOR's remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. CONTRACTOR's Federal I. D. number
10. Total

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.



ATTACHMENT C

CONTRACTOR'S COST PROPOSAL BUDGET

1. Budget Summary

A. Anticipated Administration and Program Cost Budget

Project Costs	Total
Project Activity: Salaries & Benefits (Case Management)	\$213,850
Project Activity: Shelter Operations Supplies; including laundry	\$593,350
Project Activity: Food	\$7,000
Project Activity: Transportation	\$32,076
Project Activity: Security & Safety	\$507,712
Project Activity: Janitorial Services	\$157,597
Project Activity: other (Admin/data)	\$138,415
Grand Total	\$1,650,000

ATTACHMENT D**STAFFING PLAN****1. Staffing Plan**

Project Title: The Courtyard Transitional Center.

Title	FTE*
Case Management Supervisor	1.00
Case Management Case Worker	4.00
Transportation Coordinator	0.40
Transportation Staff	0.10
Program Director	1.00
Program Asst Director	1.00
Shelter Operations Staff	10.50
Janitorial Staff	5.00
Janitorial Manager	.10
Security Manager	.25
Security Lead - Site Rover	3.00
Security Staff	11.00

*FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager.

The COUNTY may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to COUNTY approval.

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 The Midnight Mission 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 _____
#17-23-0036-PS

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.

<small>DocuSigned by:</small> <i>Mike Arnold</i>	Mike Arnold	CEO and President
<small>CF031079FFC0438...</small>	Print Name	Title



**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 Midnight Mission

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.

Mike Arnold

Official's Name

8/21/2017

Los Angeles

Date Executed

Executed in the County of

Mike Arnold

Contractor or Grantee Recipient Signature and Title



Certification of Agreements

Date: 9/12/2017
To: Clerk of the Board of Supervisors
From: OCCR/OC Community Services
Re: ASR Control #:¹⁷⁻⁰⁰⁰⁹²⁶_____, Meeting Date 9/12/2017 Agenda Item No. # 26

I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

Julia Bidwell

Name

Director

Title

DocuSigned by:
Julia Bidwell

5E2FBD06989F43C...
Signature

9/12/2017

Date