

**SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF ORANGE
AND THE REGENT OF THE UNIVERSITY OF CALIFORNIA IRVINE
FOR THE YOUNG ADULT COURT PROGRAM**

This Subrecipient Agreement (the “Agreement”) is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County,” and the Regent of the University of California Irvine, a public education organization hereafter referred to as “Subrecipient,” with the County and Subrecipient referred to individually as “Party,” or collectively as “Parties.”

WHEREAS, the 2011 Public Safety Realignment Act (Realignment) was enacted by Assembly Bill (AB) 109 to address the overcrowding in California’s prisons and alleviate the State’s financial crisis by transferring responsibility for all sentenced non-violent, non-serious, non-sex offenders from state to local jurisdictions; and

WHEREAS, the Orange County Community Corrections Partnership (OCCCP) was established by Penal Code 1230 to develop and implement the County Realignment plan to promote public safety, reduce recidivism, and create safer communities; and

WHEREAS, AB 109 provided a dedicated and permanent revenue stream to the counties through a portion of Vehicle License Fees and State sales tax outlined in trailer bills AB 118 and Senate Bill 89 to fund the Realignment programs; and

WHEREAS, on February 24, 2022, the OCCCP approved allocation of AB 109 funds to the Subrecipient to maintain the Young Adult Court (YAC) program in providing specialized services and treatment to eligible transitional-aged young adults to develop self-sufficiently and reentry back into the community; and

WHEREAS, in order to provide AB 109 funds for the Subrecipient to administer services for the YAC program, the Parties have agreed that the County shall reimburse the Subrecipient for eligible expenditures up to the amount approved by the OCCCP;

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement is for one fiscal year (FY) that begins on July 1, 2022, through June 30, 2023, and may be extended annually at the discretion and approval of the OCCCP.
2. **USE OF FUNDS.**
 - a. The AB 109 funds provided are state funds and subject to state law requirements.
 - b. Services to be provided to maintain the YAC program include providing specialized services and treatment to eligible transitional-aged young adults to develop self-sufficiently and reentry back into the community.

c. For FY 2022-23, Subrecipient may use up to \$299,538 as approved by the OCCCP for services specified in this Agreement.

d. Effective July 1, 2023, Subrecipient shall use up to the amount annually approved by the OCCCP as allocated to the Subrecipient for services specified in this Agreement each fiscal year, until termination of the Agreement.

3. PAYMENT OF AMOUNT

a. Subrecipient agrees to submit a quarterly Payment Request Form to County for reimbursement for costs incurred in administering the YAC program up to \$299,538 for FY 2022-23, and up to the amount approved by the OCCCP thereafter effective July 1, 2023.

b. Subrecipient shall provide support documentation of the services and actual costs along with the Payment Request Form.

c. The County agrees to reimburse Subrecipient upon receipt and approval of the quarterly Payment Request Form submitted by Subrecipient for the eligible costs incurred in administering the YAC program up to the approved amounts each fiscal year.

d. The County shall have no obligation to reimburse Subrecipient any amount in excess of the amounts specified above unless the OCCCP amends the allocation for this program.

e. Funds must be used for costs as described in Section 2 of this Agreement.

f. If Subrecipient has not spent any portion of the amount approved by the OCCCP as of June 30 each fiscal year, the unspent balance shall be reallocated as determined and approved by the OCCCP the following fiscal year and shall not roll over to Subrecipient.

4. STATUTES AND REGULATIONS APPLICABLE TO FUND.

Subrecipient must comply with all applicable requirements of State and County of Orange laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

a. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for

public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

5. REPORTS.

a. Annual Performance Report. Subrecipient shall provide an annual performance report to the County that shall include the progress of the program and an accounting of expenditures during the fiscal year for the program.

b. The Subrecipient shall provide a certification signed by its chief executive officer or designated official with each report required in Section 5.a that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under Section 2.

c. Subrecipient shall maintain supporting documentation for the reports required by Section 5 consistent with the requirements of Section 6.

6. RECORDS MAINTENANCE. Records, in their original form, must be maintained in accordance with requirements prescribed by the County with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period four (4) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the County.

7. RECORDS INSPECTION. With at least seventy-two (72) hours' notice by the County, Inspector General acting pursuant to the Inspector General Act of 1978, or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County, Inspector General, and the Auditor General of the State of California each have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient agrees to provide any reports requested by the County regarding performance of this Agreement. With respect to inspection of Subrecipient's records, the County may require that Subrecipient provide supporting documentation to substantiate Subrecipient's expenses with respect to the Subrecipient's use or expenditure of the grant amount.

8. INDEPENDENT CONTRACTOR. The Subrecipient shall be considered an independent contractor and neither the Subrecipient, its employees, nor anyone working under the Subrecipient shall be considered an agent or an employee of County. Neither the Subrecipient, its employees nor anyone working under the Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.

9. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals

required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits and approvals to the County upon request.

10. INDEMNITY. The Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees and agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board 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 Subrecipient's receipt of the grant amount under this Agreement, including any claims that the grant amount paid by the County under this Agreement. County agrees to indemnify, defend and hold Subrecipient, its officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, 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 County pursuant to this Contract. If judgment is entered against County and Subrecipient by a court of competent jurisdiction because of the concurrent active negligence of Subrecipient, County and Subrecipient agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. The provisions of this paragraph shall survive the termination of this Agreement.

11. NOTICES. Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Subrecipient:

Erika Blossom, Senior Contracts and Grants Officer
Office of Research, Sponsored Projects Administration
University of California, Irvine
160 Aldrich Hall
Irvine, CA 92697-7600

County before August 22, 2022:

Ryan Van Otterloo, CEO Budget
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

County after August 22, 2022:

Ryan Van Otterloo, CEO Budget

400 W. Civic Center, 5th Floor
Santa Ana, CA 92701

12. **DEFAULTS.** Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

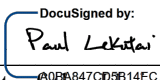
13. **ATTORNEY FEES.** In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

14. **ENTIRE CONTRACT:** This Agreement 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 the parties unless authorized by the Parties in writing.

15. **AMENDMENTS.** No alteration or variation of the terms of this Agreement 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.

16. **CONFIDENTIALITY.** Subrecipient may receive and/or otherwise have access to confidential, private information relating to the individuals served under this agreement. Such information may include criminal offender record information (as defined by Penal Code section 11105), local summary criminal history information (as defined by Penal Code section 13300), Juvenile record information (as defined by Welfare and Institutions Code section 827), and medical/mental health records. All of these records are subject and declared confidential by the statutes referenced above, and by other laws not explicitly stated. Subrecipient agrees that confidential information relating to individuals served under this agreement shall be retained in a manner that prevents unauthorized access and serves to protect the information from unauthorized disclosure. Subrecipient agrees to maintain any such records/information obtained in the course of providing services under this agreement as confidential pursuant to all statutory laws relating to privacy and confidentiality that currently exist or may exist at any time during the term of this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year dated below.

BY: 
Regent of the University of California Irvine

DATED: 5/3/2022

BY: _____
County Executive Office
County of Orange, California

DATED: _____

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

BY: DocuSigned by:
Wendy Phillips
714E2508BCA6412...
Deputy

DATED: 5/4/2022

Attachments:

Payment Request Form



County of Orange Payment Request Form

To: COUNTY OF ORANGE
AUDITOR-CONTROLLER
P.O. BOX 567
SANTA ANA, CALIFORNIA 92702

PAYMENT REQUEST OF	
NAME - PLEASE PRINT OR TYPE	
DBA (DOING BUSINESS AS) - PLEASE PRINT OR TYPE	
STREET ADDRESS	
CITY AND ZIP CODE	
TAXPAYER IDENTIFICATION NUMBER	

AUTHORIZATION TO PAY PAYMENT REQUEST

Minute Order Date _____	County Ordinance No. _____	Vendor/ Customer # _____
Board Resolution # _____	Encumbrance No. _____	Other _____

DATE	DESCRIPTION	AMOUNT
TOTAL		

DEPARTMENT'S USE -- COMPLETE IN DETAIL									
FUND	DEPT	BUDGET CTRL	UNIT	OBJ REV BSA	SUB OBJ SUB REV SUB BSA	DEPT OBJ DEPT REV DEPT BSA	JOB NUMBER		AMOUNT
TOTAL PAYMENT									

I HEREBY CERTIFY THAT THIS PAYMENT OR REFUND REQUEST IS TRUE AND CORRECT AND THAT PAYMENT HAS NOT BEEN RECEIVED BY:	EXPENDITURES AUTHORIZED AND APPROVED BY:
VENDOR SIGNATURE	DEPARTMENT AUTHORIZED SIGNER
PRINT NAME _____ DATE _____	PRINT NAME _____ DATE _____