



**CONTRACT NO. MA-042-22010423**

**FOR**

**CONTINUUM OF CARE – 2022 POINT IN  
TIME COUNT**

**BETWEEN**

**THE COUNTY OF ORANGE  
HEALTH CARE AGENCY**

**AND**

**KINGDOM CAUSES, INC. DBA CITY NET**

Contract No. MA-042-22010423  
 FOR  
 CONTINUUM OF CARE – POINT IN TIME COUNT  
 WITH  
 KINGDOM CAUSES, INC. DBA CITY NET

This Contract Number MA-042-22010423 (“Contract”) is made and entered into this 5th day of October, 2021 (“Effective Date”) between Kingdom Causes, Inc. dba City Net (“Contractor”), with a place of business at 4508 Atlantic Avenue, Suite 292, Long Beach, CA 90807, and County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency with a place of business at 405 W. 5<sup>th</sup> St., Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to hereinafter individually as “Party” or collectively as “Parties”.

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work/Pricing  
 Attachment B – Compensation and Invoicing  
 Attachment C – Staffing Plan  
 Attachment D – Certification Regarding Anti-Lobbying

**RECITALS**

**WHEREAS**, Contractor and County are entering into this Contract for Continuum of Care – Point in Time Count services under a firm fixed fee Contract; and

**WHEREAS**, Contractor agrees to provide Continuum of Care – Point in Time Count services to County as further set forth in the Scope of Work/Pricing, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Invoicing, attached hereto as Attachment B; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

## ARTICLES

### 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 adjudication to another county.
- B. **Entire Contract:** This Contract 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. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, the pricing in Attachment B, Compensation and Invoicing, does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in accordance with Attachment B, Compensation and Invoicing, after satisfactory acceptance.

- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) 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 more fully described in Paragraph Z, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/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 is 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 shall, in accordance with the more specific requirement contained in Paragraph Z, 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, costs, expenses and attorney's fees.
- I. **Assignment:** 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 by Contractor without the express prior written approval of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written approval of County shall be invalid and shall constitute a breach of this Contract and County shall have the right to immediately terminate this Contract for cause pursuant to Paragraph K, Termination.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor shall 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 penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law and those set forth elsewhere in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause includes, but is not limited to, any breach of contract, any misrepresentation or fraud on the part of Contractor, and any conduct by Contractor that may expose County to liability or endanger the value, integrity, or security of County systems, County Data, or County's facilities or personnel. County's decision to exercise its right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligations, and conditions, that by their express terms

or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.

- 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. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor is responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies; shall strictly adhere to, and obey, all governmental rules and regulations promulgated by any local, State or Federal governmental entity; 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. Further, Contractor shall not knowingly use the services of any ineligible person or subcontractor for any purpose in the performance of the services under this Contract. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:**

Prior to the provision of services under this Contract, Contractor shall purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor shall keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with 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) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee, upon review of Contractor's current audited financial 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 of the following:

- 1) In addition to the duty to indemnify and hold 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 County at its sole cost and expense with counsel approved by Board of Supervisors against same; 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 Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract for cause pursuant to Paragraph K, Termination.

#### **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 Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
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	\$1,000,000 per claims-made

	\$1,000,000 aggregate
Network Security & Privacy Liability	\$1,000,000 per claims made

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which must 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 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 must state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar 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 County may suspend or terminate this Contract for cause pursuant to Paragraph K, Termination.

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

Insurance certificates should be forwarded to the agency/department address listed in Paragraph 18, Notices.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the agency/department purchasing division, County may terminate this Contract for cause pursuant to Paragraph K, Termination.

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) calendar 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.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's express prior written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor,



this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **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 itself of any available remedies.
- S. **Confidentiality:** All materials, documents, data, reports, information, or other materials obtained from County data files or any County medium or furnished to Contractor by County or any third party during the term of this Contract and created, generated or modified by County or by Contractor through the provision of services, including all intellectual property rights in or pertaining to the same, ("County Data") is owned solely and exclusively by County and shall be considered confidential. Contractor and Contractor's staff, agents and employees shall hold County Data in strict confidence and maintain the confidentiality of County Data pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. Contractor shall not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose, County Data to third parties other than employees, agents, or subcontractors who require County Data for performance of this Contract and shall not use County Data for any purpose other than for performance of this Contract. Contractor shall advise and require its employees, agents, and subcontractors of their obligations to keep all County Data confidential in compliance with this paragraph. All County Data, including copies, must be promptly returned or delivered to County upon expiration or termination of this Contract pursuant to Paragraph K, Termination.
- T. **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 in accordance with the more specific requirements in Paragraph Z, Contractor shall indemnify, defend and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such term,

covenant, condition, or provision shall be deemed stricken and the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **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 its 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 it has 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 effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** 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. Contractor shall obtain, from all employees 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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.
- Z. **Indemnification:** Contractor shall 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.
- AA. **Audits/Inspections:** Contractor shall permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by 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. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor shall maintain such records for possible audit for a minimum of ten (10) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the ten (10) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten (10) year period, whichever is later. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor shall include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's Project Manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County shall procure Continuum of Care – Point in Time Count Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on October 5, 2021 through and including June 30, 2022. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.
3. **Breach of Contract:** The failure of 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, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:

- a) Terminate the Contract immediately pursuant to Paragraph K, Termination;
  - b) Afford 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;
  - c) Discontinue payment to Contractor for and during the period in which Contractor is in breach; and
  - d) Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **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. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
6. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the express prior written approval of County's Project Manager, which approval shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager and key personnel from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

Further, Contractor warrants that all persons employed to provide services under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

7. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of ten (10) years after final payment is received from County. Storage of records in another county will require express prior written approval from the assigned Deputy Purchasing Agent.

8. **Contractor's Expense:** Contractor is responsible for all costs related to photocopying, telephone communications, fax communications, travel, parking, and any and all "out of pocket" expenses incurred by Contractor during the performance of the services under this Contract, unless otherwise specified. Contractor is responsible for payment of all parking costs and expenses incurred at a County facility while performing services under this Contract, except to the extent the County facility has free parking available to the public and Contractor makes appropriate use of this free parking. However, County will at no point provide free parking to Contractor in the County Civic Center.
9. **Conditions Affecting Work:** Contractor is 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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. 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 County are expressly stated in the Contract.
10. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
11. **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 Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:
1. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
  2. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, 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 Contractor believes County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County does not render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate the Contract for cause or terminate for convenience as stated in Paragraph K, Termination.

12. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor shall:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - a. The dangers of drug abuse in the workplace;
    - b. The organization's policy of maintaining a drug-free workplace;
    - c. Any available 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 8355(a)(3) that every employee who works under this Contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

1. Contractor has made false certification, or
  2. Contractor violates the certification by failing to carry out the requirements as noted above.
13. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service 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 Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from 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 Contractor shall show both the emergency purchase order number and the Contract number.

14. **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, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If 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 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 County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
15. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor shall provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor shall comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

16. **News/Information Release/Social Media:** Contractor shall 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 express prior written approval of said news releases from County through County's Project Manager.

If County provides written approval for Contractor's use of social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish

information related to this Contract, Contractor shall develop social media policies and procedures and have them available to County. 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 Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

17. **Non-Supplantation of Funds:** Contractor shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.
18. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), 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 (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.

For Contractor:      Name:            Kingdom Causes, Inc. dba City Net  
                                  Attention:        Dr. Brad Fieldhouse  
                                  Address:         4508 Atlantic Avenue, Ste. 292  
                                                     Long Beach, CA 90807  
                                  E-mail:         [brad@citynet.org](mailto:brad@citynet.org)

For County:            Name:            County of Orange HCA/Procurement and Contract  
                                                     Services  
                                  Attention:        Janinne Boutte  
                                  Address:         405 W. 5<sup>th</sup> St., Ste. 600  
                                                     Santa Ana, CA 92701  
                                  Telephone:       (714) 834-5850  
                                  E-mail:         [jboutte@ochca.com](mailto:jboutte@ochca.com)

CC:                      Name:            County of Orange HCA  
                                  Attention:        Zulima Lundy  
                                  Address:         405 W. 5<sup>th</sup> Street, Suite 658  
                                                     Santa Ana, CA 92701  
                                  Telephone:       (714)834-6805  
                                  E-mail:         [zlundy@ochca.com](mailto:zlundy@ochca.com)

19. **Precedence:** The Contract documents consist of this Contract and its attachments. In the event of a conflict between or among the Contract documents, the order of precedence



shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.

20. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express prior written approval of County. Any attempt by Contractor to subcontract any performance of this Contract without the express prior written approval of County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by County to subcontract, the subcontract shall incorporate by reference and not conflict with the terms of this Contract and, in the case of any conflict or inconsistency, this Contract shall take precedence over the terms of the subcontract. The approval to subcontract shall not relieve Contractor in any way of its responsibility for performance of the work. Contractor is solely responsible for the performance of work under this Contract and remains responsible and liable for acts and omissions of each subcontractor to the same extent as if such acts or omissions were by Contractor. County shall look to Contractor for performance and indemnification and have no direct contact with any subcontractor in matters related to this Contract. All work performed by a subcontractor must meet the approval of County, as stated elsewhere in this Contract. Any noncompliance by any subcontractor with provisions of this Contract shall constitute breach by Contractor.

21. **Termination – Orderly:** After receipt of a termination notice from County, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination and submission of a termination claim, County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract for which County is obligated to pay and subject to Paragraph 3, provided, however, that such compensation combined with 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 performance of the Contract.
22. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor shall supply services and/or commodities requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
23. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
24. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under

this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.

- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
- b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
- c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).

25. **Debarment:** Contractor certifies that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. County has the right to refuse to terminate this Contract for cause pursuant to Paragraph K, Termination, if Contractor is or becomes the subject of any debarment or pending debarment, declared ineligible or any voluntary exclusion from participation by any state or federal department or agency.
26. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
27. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
28. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of 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, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
29. **Reports/Meetings:** 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 Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
30. **Parking for Delivery Services:** County shall not provide free parking for delivery services.

31. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express prior written approval of County.
32. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademarks, logos, and symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written approval is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
33. **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 express prior written approval by County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
34. **No Third Party Beneficiaries:** This Contract is an agreement by and between the Parties and does not: (a) confer any rights upon any of the employees, agents, or contractors, of either Party or upon any other person or entity not a party hereto; or (b) preclude any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
35. **Contract Work Hours and Safety Standards Act:**
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  - (3) *Withholding for unpaid wages and liquidated damages.* County shall upon its own action or upon written request of an authorized representative of the Department of

Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) *Subcontracts*. Contractor and subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**36. Clean Air Act And The Federal Water Pollution Control Act:**

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**37. Suspension and Debarment:**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

38. **Byrd Anti-Lobbying Amendment: Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment D.

(SIGNATURE PAGE FOLLOWS)

**CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-22010423 the date set forth opposite their signatures. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: Kingdom Causes, Inc. dba City Net**

BRAD FIELDHOUSE

Executive Director

Print Name

Title

DocuSigned by:

*BRAD FIELDHOUSE*

9/17/2021

166AEC444286466...

Date

Print Name

Title

Signature

Date

---

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent

Title

Signature

Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:

*Brittany McLean*

9/17/2021

9713A4061D4343D...

Date

## ATTACHMENT A

### SCOPE OF WORK/PRICING

#### Project Title: 2022 Point In Time Count and Survey

##### I. INTRODUCTION:

Contractor shall provide planning, implementation and reporting services for the 2022 Point in Time Count (PIT) to County and its advisory group, the Orange County Continuum of Care Board (CoC Board) which acts on behalf of the Orange County Continuum of Care (CoC).

##### II. BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) requires that each Continuum of Care (CoC) conduct a Point in Time (PIT) count of unsheltered homeless persons at least biennially or every odd year. This census is conducted in accordance with the HUD guidelines and is required to capture households' demographic information such as single adults, families and specific subpopulations, including veterans, victims of domestic violence and youth, as well as the incidence of certain characteristics or conditions among the homeless population such as chronic homelessness and disabling conditions. HUD requires that the count be conducted during the last 10 days in January.

PIT counts are a critical source of data on the number and characteristics of people experiencing homelessness in a community. The PIT data is used to measure homelessness on a local and national level and are published annually on the HUD Exchange website, which can be viewed by CoCs and the general public. PIT count data are also provided annually to Congress as part of the Annual Homeless Assessment Report.

PIT count data and CoC efforts to produce an accurate count also play a critical role in the annual CoC Program Competition. HUD requires CoCs to submit PIT count data and information on the methodology used to generate their sheltered and unsheltered counts. HUD uses this information to ensure that the data is valid and reliable and then to evaluate the progress CoCs are making on reducing homelessness generally and among specific subpopulations. Collecting valid and reliable data and making progress on reducing homelessness are scoring factors in HUD's CoC Program Competition and can influence CoC Program funding awards by increasing the likelihood of receiving additional funding to address homelessness.

The 2022 PIT process will replicate the 2019 PIT count process with upgraded methodology and implement a comprehensive PIT with enhanced data collection regarding demographics, needs and locations where homeless persons are found. It will include the collaboration of various stakeholders and utilize the expertise of County staff and contractors. The 2022 PIT count will incorporate the use of technology such as ArcGIS survey mapping to help identify local "hot spots" (geographical areas where a large number of individuals and families experiencing homelessness are located) and smartphone applications to capture demographics and information about the characteristics of individuals and families experiencing unsheltered homelessness in Orange County.

##### III. SCOPE OF SERVICES:

Contractor shall provide services in the following areas:

- A. Act as PIT Project Lead for the 2022 Unsheltered Count.
- B. Collaborate with hub for Urban Initiatives and other vendors to create survey questions, data analysis tools and a final report.
- C. Collaborate with the Orange County CoC and CoC member agencies to develop sufficient resources for the PIT, including volunteer recruitment and staffing of Deployment Centers.

**A. Act as PIT Project Lead for the 2022 Unsheltered Count**

For the 2022 Unsheltered Count, under County direction and in coordination with the Orange County CoC Board, Contractor shall:

- Collaborate with County staff including Orange County Housing & Community Development, Health Care Agency, Orange County Information Technology, Orange County Public Works, Orange County Sheriff's Department (OCSD) and other local and regional public agencies to design and implement the project
- Ensure that all HUD PIT standards and guidelines are followed throughout the implementation
- Submit monthly progress reports to the CoC Board and County staff
- Facilitate regular PIT planning and community group meetings (in-person meetings, conference calls or webinars, as appropriate)
- Work with County staff to establish a timeline for final development of survey tool and methodology.
- Assist in the development and management of the project informational website.

**B. Collaborate with Urban Initiatives and other contractors/vendors to create survey questions, data analysis tools and a final report**

- Partner with Urban Initiatives and County staff to create the actual survey leveraging design, technology and technical achievements and field implementation accomplishments from previous PIT counts and other local and regional censuses.
  - Provide data and information as needed to assist Urban Initiatives in the creation of final reporting documentation and HUD reporting.

**C. Collaborate with the Orange County CoC and other CoC member agencies to develop sufficient resources for the PIT, including volunteer recruitment and staffing of deployment centers.**

**IV. PROJECT DESIGN**

To design the project in a fashion consistent with CoC values and objectives, Contractor shall:

- Facilitate working groups and community group(s) to develop methodology that is consistent with HUD guidelines.
- Participate in meetings with research team to develop a survey tool that is consistent with HUD guidelines.
- Work with County staff to establish a timeline for final development of survey tool and methodology.
- Serve as the focal point between homeless service providers and local public entities on the methodology, status and needs of the project.
- Seek additional project resources to supplement the cost of activities of the PIT effort.
- Develop and manage the project informational website.



- Be responsible for communication of ongoing project status via management and updates of project planning tools and status reports.
- Facilitate the use of Homelessness Management Information Systems (HMIS) as a source of shelter data to support project efforts.
- Provide ongoing progress and updates through frequent and scheduled status reports with County staff.
- Attend and participate in Commission to End Homelessness, CoC Board and Office of Care Coordination meetings as needed and requested.
- Coordinate contract procurement and approvals with County staff.
- Incorporate guidance from state and federal agencies regarding preventing and mitigating guidelines related to COVID-19.

## V. PROJECT IMPLEMENTATION

To implement the project in a fashion consistent with CoC values and objectives, Contractor shall:

- Partner with the Orange County CoC and other CoC member agencies on development of volunteer recruitment, training curriculum, training sessions and deployment activities.
- Partner with Urban Initiatives and County staff to create the actual survey tools, including:
  - Survey questions guided by HUD Methodology
  - Technical tools and mobile applications to implement the census in the field.
- Complete mapping process of the geographic area of Orange County based upon agreed process with County staff.

## VI. PROJECT REPORTING

To report on the project in a fashion consistent with CoC values and objectives, Contractor shall:

- Provide data and information as needed to assist Urban Initiatives in the creation of final reporting documentation and HUD reporting, including information on results and methodology
- Participate in final report presentations and information dissemination to CoC and community stakeholders as identified by the CoC.

## VII. Timeline of Deliverables

Section	Title	Description	Due Date
	Ongoing Activities	a. Project management meetings b. Status reporting	October 2021 to June 2022
1	Launch activities	a. Formation of community input meetings and/or committees b. Methodology assessment and alignment with HUD guidelines, taking into account possible impacts related to COVID-19 c. Plan mapping activities with local law enforcement and regional partners d. Technology and technical assistance meetings to plan and data collection surveys and application tools	October 2021 to November 2021

		e. Design volunteer recruitment and training strategies	
2	Mapping	a. Implement mapping activities leveraging previous maps from PITs and local/regional censuses along with new community input b. Coordinate mapping activities with OC Public works as needed c. Create and field-test maps	October 2021 to December 2021
3	Volunteer Recruitment	a. Recruit community volunteers to meet projected needs b. Implement training methodologies and materials, including recorded videos and virtual trainings c. Develop alternate volunteer plans in preparation for potential impacts related to COVID-19	October 2021 to January 2022
4	Technology and Mobile applications and Tools	a. Design, test and implement mobile application survey tools	October 2021 to December 2022
5	Deployment Activities	a. Identify two deployment centers per Service Planning Area b. Prepare deployment center to allow for proper guidelines related to COVID-19 c. Deploy staff and volunteers to implement the 2022 PIT	December 2021 to January 2022
6	Analysis and Data Management	a. Partner with County and Urban Initiatives to deliver raw data and assist in analysis b. Prepare data tables and analysis related to project coordination activities, including volunteer hours	February 2022 to March 2022
7	Reporting and Dissemination	a. Assist County, Urban Initiatives and other stakeholders in sharing the results of the 2022 PIT count, including preparation of presentation materials b. Coordinate with County in providing community presentations on the results of the 2022 PIT count c. Participate in debriefing meetings to discuss lessons learned and next steps	April 2022 to June 2022

**No material adjustments made to the Scope of Work will be authorized without prior written approval of County. Non-material adjustments may be made with the written approval of County assigned Deputy Purchasing Agent.**

**ATTACHMENT B****COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$500,000 for the Term of Contract.

Contractor shall accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder, even if the actual cost to Contractor for the services in Attachment A exceeds the Contract's total not to exceed amount. Further, Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

**Project Title: 2022 Point In Time Count and Survey**

<b>Project Costs</b>	<b>Total</b>
<b>Project Activity:</b> Salaries and Benefits 6.10 FTEs: Project Manager, 3 Community Liaison, Data Analyst, Public Affairs, Event Staff, Executive Leadership, Human Resources, Operations and Finance	\$285,410
<b>Project Activity:</b> Operations and Program Expenses Staff supplies, mileage, ArcGIS subscriptions, participant incentives, volunteer hospitality, event staff and supplies, printer materials, communications, personal protective equipment	\$151,184
<b>Project Activity:</b> Materials and Supplies Electronic equipment (phones, computers) uniforms, copies, office supplies, IT support, financial audit and liability insurance	\$17,956
<b>Project Activity:</b> Administration 10 percent indirect cost, including general expenses incurred by City Net but not directly borne by the project.	\$45,450
<b>Total:</b>	<b>\$500,000</b>

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) calendar days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems

appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit will not be allowed.

4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices in this Attachment B 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 County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** Contractor is responsible for all costs related to photocopying, telephone communications, fax communications, travel, parking, and any and all "out of pocket" expenses incurred by Contractor during the performance of the services under this Contract, unless otherwise specified. Contractor is responsible for payment of all parking costs and expenses incurred at a County facility while performing services under this Contract, except to the extent the County facility has free parking available to the public and Contractor makes appropriate use of this free parking. However, County will at no point provide free parking to Contractor in the County Civic Center.
6. **Payment Terms:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

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

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

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** Contractor must provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
  - a. Contractor's name and address
  - b. Contractor's remittance address
  - c. Contractor's Taxpayer ID Number
  - d. Name of County Agency/Department
  - e. Delivery/service address
  - f. Master Agreement (MA) or Purchase Order (PO) number
  - g. Agency/Department's Account Number, if applicable
  - h. Date of invoice

- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

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

9. **Payment (Electronic Funds Transfer)**

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

**ATTACHMENT C****STAFFING PLAN****Project Title: 2022 Point In Time Count and Survey**

<b>Title</b>	<b>Role</b>	<b>FTE</b>
Project Manager	Project design and direction, staff oversight	1.00
Community Liaison	Mapping, volunteer recruitment	1.00
Community Liaison	Mapping, volunteer recruitment	1.00
Community Liaison	Mapping, volunteer recruitment	1.00
Data Analyst	Data design and management	0.75
Public Affairs	Communications, PR, donations	0.75
Executive leadership	County liaison, quality control, communications, problem solving	0.15
Finance and billing	Payroll, billing	0.15
Human resources	Staff recruiting, hiring, training, disputes	0.15
Operations	Inventory, purchasing, technical support	0.15
	<b>TOTAL FTE</b>	<b>6.10</b>

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

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.

**ATTACHMENT D**

**CERTIFICATION REGARDING ANTI-LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

DocuSigned by:  
  
 166AEC444286466...  
 Signature of Contractor's Authorized Official

BRAD FIELDHOUSE Executive Director  
 \_\_\_\_\_  
 Name and Title of Contractor's Authorized Official

9/17/2021  
 \_\_\_\_\_  
 Date