

**SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF ORANGE
AND THE ORANGE COUNTY DEPARTMENT OF EDUCATION
FOR THE TRUANCY RESPONSE 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 Orange County Department of Education, a public education organization hereafter referred to as “Subrecipient,” with the County and Subrecipient referred to as “Party,” or collectively as “Parties.”

WHEREAS, the Juvenile Justice Crime Prevention Act (JJCPA) was created by the Crime Prevention Act of 2000 (Chapter 353) to provide a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk youth and juvenile offenders. (See Gov. Code, § 30061, subd. (b)(4), included as Appendix A.); and

WHEREAS, the JJCPA program provides state funding for counties to implement programs that have proven effective in reducing crime and delinquency among at-risk youth and youthful offenders; and

WHEREAS, the Truancy Response Program (TRP) is a cooperative effort to address the problem of chronic truancy in Orange County schools, the primary goal of which is to reduce school trancies and absences in order to increase the change of youths’ future success; and

WHEREAS, on September 30, 2020, the Governor of the State of California approved AB 901, which encourages the use of Community Based Organizations (CBO) for programming and services and removes county probation departments from the truancy response program; and

WHEREAS, on April 29, 2021, the Orange County Juvenile Justice Coordinating Council (OCJJCC) approved allocation of JJCPA grant funds to the Subrecipient to subcontract with one or more CBO(s) for truancy response programming and services; and

WHEREAS, in order to provide JJCPA grant funds for the Subrecipient to administer services for the truancy response program, the Parties have agreed that the County shall reimburse the Subrecipient for eligible expenditures up to the amount approved annually by the OCJJCC;

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement begins on the date when fully executed by the Parties and terminates when the Parties’ obligations under this Agreement are fully satisfied or at the discretion of the OCJJCC.

2. **USE OF GRANT AMOUNT.**

a. The grant funds provided are state funds and subject to state law requirements.

b. Services to be provided within TRP shall target reducing chronic truanicies in Orange County and may include, but are not limited to, family education, support, and resource referrals.

c. Effective September 1, 2021 through June 30, 2022, Subrecipient shall use up to \$406,604 of the grant amount provided under this Agreement to subcontract with one or more CBOs for truancy response programming and services focusing on family education, support, and resource referrals or other program elements to address chronic truanicies in Orange County.

d. Effective July 1, 2022, Subrecipient shall use up to the amount annually approved by the OCJJCC as allocated to the Subrecipient for services specified in this Agreement each fiscal year, until termination of the Agreement.

e. Indirect costs incurred by Subrecipient shall not exceed 10% of the modified total direct costs per 2 CFR section 200.68 or the federally approved indirect cost rate, if applicable.

3. PAYMENT OF GRANT AMOUNT

a. Subrecipient agrees to submit quarterly Payment Request Forms to County for reimbursement for costs incurred in administering the TRP up to \$406,604 for FY 2021-22, and up to the amount annually approved by the OCJJCC thereafter effective July 1, 2022.

b. Subrecipient shall provide support documentation of the services and actual costs along with the payment request forms.

c. The County agrees to reimburse Subrecipient upon receipt and approval of quarterly payment request forms submitted by Subrecipient for the eligible costs incurred in administering the TRP up to the approved amounts each fiscal year.

d. The County shall have no obligation to reimburse Subrecipient any excess of the specified amount unless authorized by the OCJJCC.

e. Funds must be used for costs as described in Section 2.b, 2.c., 2.d, and 2.e of this Agreement.

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

4. STATUTES AND REGULATIONS APPLICABLE TO GRANT.

Subrecipient must comply with all applicable requirements of State, Federal, 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 Expenditure and Data Report. Upon the earlier of Subrecipient's expenditure of the balance of the grant amount or July 30 of each year, Subrecipient shall provide an annual expenditure and data report to the County that shall include: (1) an updated description of the programs, strategies, and system enhancements that have been funded by the grant; and (2) an accounting of expenditures during the fiscal year for the program, strategy, or system enhancement funded by the grant. (See Gov. Code, § 30061, subd. (b)(4)(C))

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

c. Subrecipient shall maintain supporting documentation for the reports required by this Paragraph 5 consistent with the requirements of Paragraph 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. At any time during normal business hours and as often as either 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 were not used consistent with the restrictions on the use of Coronavirus State and Local Fiscal Recovery Funds (42 U.S.C. § 803) and the regulations and guidance issued by the Department of Treasury regarding the use of such funds. 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:
Pat McCaughey, Administrator Business Operations
Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626

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

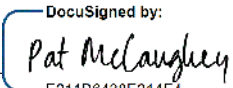
12. **DEFAULTS.** Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

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.

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


BY:  _____
Orange County Department of Education

DATED: 12/18/2021 _____

BY: _____
County Executive Office
County of Orange, California

DATED: _____

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

BY:  _____
Deputy

DATED: December 20, 2021

Attachments:

Payment Request Form