ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

No new supplemental items will be added to the agenda following close of business on Friday.

December 17, 2019

DISCUSSION

21. Continued to 4/14/20, 9:30 a.m.

30. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted *by Registrar of Voters and Health Care Agency and retroactive grant applications/awards submitted by OC Public Works* in 12/17/19 grant report and other actions as recommended*; adopt resolution authorizing OC Public Works Director or designee to apply for Orange County Transportation Authority Project V Community-Based Transit/Circulators Program funds and upon award of grant funds to execute a cooperative agreement with Rancho Transportation Management Association dba RanchRide; adopt resolution approving State of California Standard agreement 18G30130 AMDT. #01 for voting system replacement activities; and authorize Registrar of Voters or designee to execute agreement, related documents and make non-monetary and non-material changes under certain conditions; adopt resolution authorizing HCA Director or designee to submit and execute applications, related documents and amendments to State Department of Resources Recycling and Recovery for Waste Tire Enforcement Grant 27th Cycle* - All Districts

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Item: 30

Supplemental Item(s)

S32A. **Supervisor Chaffee - Acting as the Orange County In-Home Supportive Services Public Authority -** Orange County In-Home Supportive Services (IHSS) Advisory Committee - Appoint Cynthia Williams, Tustin, for term ending 12/16/23

S32B. **County Executive Office** - Approve contracts with AltaMed Health Services Corporation ($120,000), Coalition for Humane Immigrant Rights ($68,253), Community Action Partnership of Orange County ($60,000), Latino Health Access ($65,000), Multi-Ethnic Collaborative of Community Agencies ($270,728) and Vision y Compromiso ($111,500) for Regional Community-Based Outreach Services for 2020 Census, effective upon approval through 9/30/20; authorize County Executive Officer or authorized Deputy to execute contracts; and authorize County Procurement Officer or authorized Deputy to exercise cost contingency increase not to exceed 10% under certain conditions - All Districts

S32C. **Health Care Agency** - Approve Sponsorship agreement with Angels Baseball LP for strategic marketing and outreach services, 12/17/19 - 12/30/20 ($1,060,000); renewable for two additional one-year terms ($1,090,000) year two and ($1,120,000) year three; and authorize Director or designee to execute agreement - All Districts

Document last updated: 12/13/2019 1:25 PM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

No new supplemental items will be added to the agenda following close of business on Friday.

S32D. **County Executive Office** - **Acting as the Orange County Flood Control District** - Approve Communications Site License agreement with Sprint PCS Assets for wireless installation at County's maintenance yards, Orange; and make California Environmental Quality Act and other findings - District 3

S32E. **Chairwoman Bartlett** - Board of Retirement, OCERS - Appoint Arthur Hidalgo, Newport Beach and reappoint Shawn Dewane, Costa Mesa and Charles Packard, Irvine, for terms ending 12/31/22

SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Colin Waterson v. County of Orange WCAB Case No.: ADJ10761019

SCS4. Deleted
County Counsel - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Colin Waterson v. County of Orange WCAB Case No.: ADJ10761019

SCS5. Deleted
County Counsel - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - INITIATION OF LITIGATION - Pursuant to Government Code Section 54956.9(d)(4):
Number of Cases: One Case

SCS6. **County Executive Office** - CONFERENCE WITH REAL PROPERTY NEGOTIATOR - Pursuant to Government Code Section 54956.8:
Property Location: Concessions space within Terminals A, B and C at John Wayne Airport under existing Primary Food and Beverage Lease
County Negotiator: Thomas A. Miller, Chief Real Estate Officer
Negotiating Party: Host International, Inc.
Under Negotiation: Terms and Value of Lease

Document last updated: 12/13/2019 1:25 PM

Continuation or Deletion Request

Date: **December 10, 2019**

To: Clerk of the Board of Supervisors

From: for **Shane L. Silsby, Director of OC Public Works**

Re: ASR Control #: 19-000542, Meeting Date 12/17/19 Agenda Item No. # 21

Subject: **Approve Local Agency Management Program and Ordinance for Wastewater Treatment**

☒ Request to continue Agenda Item No. # 21 to the 4/14/2020 Board Meeting.

Comments: The Regional Water Board needs to review the Local Agency Program and Ordinance for Wastewater Treatment prior to the second reading of ASR 19-000542. The Regional Water Board has postponed their meeting until 4/1/2020, so OC Public Works is requesting that the 2nd reading of the ASR be postponed until 4/14/20.

☐ Request deletion of Agenda Item No. # _____

Comments:

Agenda Item

AGENDA STAFF REPORT 30

ASR Control 19-000956

MEETING DATE:	12/17/19
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S):	Peter DeMarco (714) 834-5777
	Cynthia Shintaku (714) 834-7086

SUBJECT: Grant Applications/Awards Report

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Concur	Approved Resolution to Form	Discussion 3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years:** No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

Approve grant applications/awards as proposed and other actions as recommended.

1. Approve Retroactive Application and Adopt Resolution – OC Public Works – Measure M2 Community Based – Transit/Circulators (Project V) Program – $60,000.

2. Approve Grant Award and Adopt Resolution – Registrar of Voters – Voting System Replacement – $16,166,888.70.

3. Approve Grant Application and Adopt Resolution – Health Care Agency – Waste Tire Enforcement – $430,561.

4. Approve Grant Application – Health Care Agency – Power Empowerment – $1,000,000.

5. Approve Grant Application – Health Care Agency –Sexually Transmitted Disease Program Management and Collaboration – $1,263,190.

6. Receive and File Grant Report.

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Grants Report
Attachment B - OCPW Resolution
Attachment B - ROV Resolution
Attachment B - HCA Resolution

Grants Report

DRAFT

County Executive Office/Legislative Affairs

December 17, 2019
Item No. 30

County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County's grants activities. It also serves to inform Orange County's Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On December 17, 2019 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS

1. Approve Retroactive Application and Adopt Resolution – OC Public Works – Measure M2 Community Based – Transit/Circulators (Project V) Program – $60,000.

2. Approve Grant Award and Adopt Resolution – Registrar of Voters – Voting System Replacement – $16,166,888.70

3. Approve Grant Application and Adopt Resolution – Health Care Agency – Waste Tire Enforcement – $430,561.

4. Approve Grant Application – Health Care Agency – Power Empowerment – $1,000,000.

5. Approve Grant Application – Health Care Agency – Sexually Transmitted Disease Program Management and Collaboration – $1,263,190.

6. Receive and File Grant Report.

If you or your staff have any questions or require additional information on any of the items in this report, please contact Cynthia Shintaku at 714-834-7086

OC PublicWorks
Integrity, Accountability, Service, Trust
Shane L. Silsby, Director

Memorandum

DATE: December 9, 2019

TO: Frank Kim, CEO

FROM: Shane L. Silsby, Director of OC Public Works

SUBJECT: Request to Execute Retroactive Application for OCTA Community-Based Transit/Circulators (Project V) Program

OC Public Works will submit this grant application on December 12, 2019.

Grant Name: Measure M2 Community-Based Transit/Circulators (Project V) Program
Project Title: RanchRide Capital Operations Planning Study
Sponsoring Organization/Grant Source: Orange County Transportation Authority
Amount Requested: $60,000
Estimated County Match: $6,000 or 10%
Estimated New Part- or Full-Time Positions: N/A
Application Due Date: December 12, 2019

Purpose of Grant Funds: Grant funds will be used for preparation of a Planning Study to evaluate capital operations for a Share-Ride program, which would further extend the current services of RanchRide. This Planning Study will include surveys of current and potential users in the region for establishing a needs assessment that could be addressed through additional capital operations. The program includes evaluation of existing operations, such as in the City of Anaheim under Free-Rides Around the Neighborhood (FRAN) for 'last mile' transport of visitors, customers, and residents in the area.

Prior to acceptance of grant funds, the County of Orange will execute a cooperative agreement with Rancho Transportation Management Association (dba RanchRide) for RanchRide to provide matching funds, complete the study and provide the necessary documents for the County of Orange to submit to OCTA.

Reason for Retroactive Grant Application Authorization: This grant application will go before the Board of Supervisors retroactively as Rancho Transportation Management Association (dba RanchRide) submitted their completed application to us on December 9 and there was not enough time to submit the application for Board approval before the December 12 deadline.

Thank you.

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	December 17, 2019
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	Measure M2 Community Based Transit/Circulators Program – Project V, RanchRide Capital Operations Planning Study
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Orange County Transportation Authority
Application Amount Requested:	$60,000
Application Due Date:	December 12, 2019
Board Date when Board Approved this Application:	
Awarded Funding Amount:	
Notification Date of Funding Award:	
Is this an Authorized Retroactive Grant Application/Award? Yes (See attached Memo) (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Through the 2016 Call for Projects, applied for $128K to $296K annually, for a period of up to seven years for Orange County RanchRide Project. $2,041,547 was the awarded amount by OCTA.
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☒ Amount: $6,000 or 10% No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	Prior to acceptance of grant funds, the County of Orange will execute a cooperative agreement with Rancho Transportation Management Association (dba RanchRide) for RanchRide to provide matching funds, complete the study and provide the necessary documents for the County of Orange to submit to OCTA.
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

Grant funds will be used for preparation of a Planning Study to evaluate capital operations for a Share-Ride program, which would further extend the current services of RanchRide. This Planning Study will include surveys of current and potential users in the region for establishing a needs assessment that could be addressed through additional capital operations. The program includes evaluation of existing operations, such as in the City of Anaheim under Free-Rides Around the Neighborhood (FRAN) for 'last mile' transport of visitors, customers, and residents in the area.

CEO-Legislative Affairs Office
Grant Authorization eForm

Board Resolution Required? (Please attach document to eForm)	Yes ☒	No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	Ray Diaz	

Recommended Action/Special Instructions
(Please specify below)

1. Request that the OCTA allocate Project V funds in the amount specified in the County of Orange's grant application. Said funds shall be matched by funds from the County of Orange as required and shall be used as supplemental funding to aid the County of Orange in the implementation of the proposed transit service; and
2. Authorize the Director, OC Public Works, or his designee, to apply for Orange County Transportation Authority Project V Community Based Transit/Circulators Program funds; and, upon award of these grant funds, to execute a cooperative agreement with Rancho Transportation Management Association (dba RanchRide).

	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Sonica Kohli, 714-647-6910, sonica.kohli@ocpw.ocgov.com Eileen Depuy, 714-955-0255, eileen.depuy@ocpw.ocgov.com	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Shane Silsby, Director, OC Public Works Khalid Bazmi, Assistant Director/County Engineer, OC Public Works Nardy Khan, Deputy Director, OC Infrastructure Programs, OC Public Works	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

A resolution of the Orange County Board of Supervisors for County of Orange Approving the submittal of the RanchRide Capital Operations Planning Study application to the Orange County Transportation Authority for funding under the Project V Community-Based Transit/Circulators Program.

THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS THAT:

WHEREAS, the Community-Based Transit/Circulators program (Project V) establishes a competitive process to enable local jurisdictions to develop community-based local transit services that complement regional transit services and meets needs in areas not adequately serviced by regional transit.

WHEREAS, OCTA intends to allocate Project V funds within the incorporated cities and the County; and

WHEREAS, OCTA has established the procedures and criteria for reviewing applications as identified in the Project V Guidelines; and

WHEREAS, by formal action the Orange County Board of Supervisors authorizes the nomination of RanchRide Capital Operations Planning Study, including all understanding and assurances contained therein.

WHEREAS, the County of Orange has been declared by the Orange County Transportation Authority (OCTA) to meet the eligibility requirements to receive revenues as part of Measure M2; and

WHEREAS, the County of Orange must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the County of Orange authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the OCTA Board of Directors; and

WHEREAS, the County of Orange's Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and

WHEREAS, the County of Orange will comply where applicable with provisions of the Americans with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the County of Orange will consult with OCTA regarding the need for a paratransit plan prior to starting operations; and

WHEREAS, the County of Orange will provide matching funds for the project as required by the Project V Guidelines and shall fund its share of the project costs and any additional costs over the identified programmed amount; and

WHEREAS, the County of Orange will not use Measure M funds to supplant Developer Fees or other commitments; and

WHEREAS, the County of Orange will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the Project; and

WHEREAS, prior to acceptance of these grant funds, the County of Orange agrees to execute a cooperative agreement with Rancho Transportation Management Association (dba RanchRide) for RanchRide to provide matching funds, complete the study and provide the necessary documents as required by the Orange County Transportation Authority Project V Community Based Transit/Circulators Program Guidelines.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Requests that the OCTA allocate Project V funds in the amounts specified in the County of Orange's grant application. Said funds shall be matched by funds from the County of Orange as required and shall be used as supplemental funding to aid the County of Orange in the implementation of the proposed transit service; and
2. Authorize the Director, OC Public Works, or his designee, to apply for Orange County Transportation Authority Project V Community Based Transit/Circulators Program funds; and, upon award of these grant funds, to execute a cooperative agreement with Rancho Transportation Management Association (dba RanchRide).

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	12/11/2019
Requesting Agency/Department:	Registrar of Voters
Grant Name and Project Title:	Voting System Replacement
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Secretary of State
Application Amount Requested:	$9,823,000
Application Due Date:	June 30, 2019
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	$16,166,888.70
Notification Date of Funding Award:	December 2019
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Allocation
County Match?	Yes ☒ Amount_Dollar for Dollar__ or _____ % Revised to be 3:1 75% state matching No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	Registrar of Voters has $20 million in general fund budgeting set aside for FY 19/20
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
The purpose of the funds is to provide the County of Orange with state funding, for replacement of existing, decertified voting equipment. Examples of reimbursements are for; new voting systems, electronic poll books, ballot on demand, vote by mail ballot drop boxes, remote accessible vote by mail systems,, telecommunication technologies to facilitate electronic connection for the purposes of voter registration, between polling places, vote centers and the office of the county elections official and the Secretary of State's office, and vote by mail ballot sorting and processing equipment. *Additional funding provided in the amount of $6,343,888.70 with $1,432,388.70 identified for election management system (EMS) specific funds.	
Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	Mark Servino
Recommended Action/Special Instructions (Please specify below)	

CEO-Legislative Affairs Office
Grant Authorization eForm

Approve Grant Application and Adopt Resolution	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Kim Golden (714) 567-5107, Kimberly.golden@rov.ocgov.com	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Neal Kelley	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
December 17, 2019

WHEREAS, the California Secretary of State has appropriated funding for Voting System Replacement; and

WHEREAS, the California Secretary of State has made $9,823,000 in dollar for dollar State match funding available to the County for voting system replacement activities; and

WHEREAS, the California Secretary of State has made an additional $6,343,888 in dollar for dollar State match funding available to the County for voting system replacement activities; and

WHEREAS, procedures established by the California Secretary of State require the County to authorize by resolution, the execution of agreements to obtain funding before submission of said agreements to the California Secretary of State.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Approve State of California Standard Agreement No. 18G30130 AMDT. #01 providing State funds for voting system replacement activities and authorize Registrar of Voters Neal Kelley or his designee to execute the agreement.

2. Authorize the Registrar of Voters Neal Kelley or his designee to make non-monetary and non-material changes to State of California Standard Agreement No. 18G30130 AMDT. #01 without further Board action.

3. Authorize Registrar of Voters Neal Kelley, or his designee, as an agent to conduct all negotiations with and sign and submit all documents, including, but not limited to applications, agreements, amendments and payment requests, to the California Secretary of State, which are necessary for the completion of the aforementioned project.

CEO-Legislative Affairs Office
Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	December 6, 2019
Requesting Agency/Department:	Health Care Agency / Environmental Health
Grant Name and Project Title:	Waste Tire Enforcement - TEA27
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Resources Recycling and Recovery (CalRecycle)
Application Amount Requested:	$430,561
Application Due Date:	January 14, 2020
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	N/A
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Applied for annually: / Awarded: TEA22 $365,128 / $347,000 TEA23 $418,032 / $382,581 TEA24 $560,798 / $560,798 TEA25 $414,427 / $414,427 TEA26 $414,428 / $485,986
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Non-competitive State grant to local agencies. Funding from new tire consumer fee.
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
CalRecycle offers Tire Enforcement grants to city and county agencies throughout California to investigate illegal tire disposal activities and perform waste tire inspections to ensure compliance with all applicable laws and regulations. By implementing this program at the local level, HCA is providing onsite assistance and guidance to Orange County businesses to comply with State law.	
Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐

Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	Massoud Shamel, of County Counsel has reviewed the Resolution and has approved to form.
Recommended Action/Special Instructions (Please specify below)	
Approve Grant Application and Adopt Resolution – Health Care Agency – Waste Tire Enforcement - $430,561	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Christine Lane (714) 433-6473 clane@ochca.com	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Steve Thronson (714) 834-4418 or Cheryl Meronk (714) 834-4099	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
December 17, 2019

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), to administer various Grant Programs (grants) in furtherance of the state of California's (state) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors authorizes the Health Care Agency Director or designee, on behalf of the County of Orange, to submit an application to CalRecycle for the Waste Tire Enforcement Grant 27th Cycle; and is hereby authorized and empowered to execute in the name of the County of Orange, all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective throughout the term of the Waste Tire Enforcement Grant 27th Cycle.

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____
Deputy

Date 12-9-19

Resolution No. _____, Item No. ____
Waste Tire Enforcement Grant

CEO-Legislative Affairs Office
Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	December 6, 2019		
Requesting Agency/Department:	Health Care Agency/ Public Health		
Grant Name and Project Title:	Project Empowerment		
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH), Office of AIDS, HIV Prevention Branch		
Application Amount Requested:	$1,000,000 ($250,000 x 4 years)		
Application Due Date:	January 10, 2019		
Board Date when Board Approved this Application:	N/A		
Awarded Funding Amount:	N/A		
Notification Date of Funding Award:	N/A		
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)			
Recurrence of Grant	New ☒	Recurrent ☐	Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A		
Does this grant require CEQA findings?	Yes ☐	No ☒	
What Type of Grant is this?	Competitive ☒	Other Type ☐ Explain:	
County Match?	Yes ☐ Amount_____ or _____ %	No ☒	
How will the County Match be Fulfilled? (Please include the specific budget)	N/A		
Will the grant/program create new part or full-time positions?	No		
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.		

Project Empowerment aims to build up and empower Black/African American and Latinx (Latinx is an emerging inclusive term being used to reflect Latino and Latina persons and is the term used to identify a target population for this grant) communities to reduce health inequities, HIV related stigma, medical mistrust, and barriers to HIV prevention, care and treatment services. The goal of this funding is to improve viral suppression among Black/African American and Latinx people living with HIV, and to prevent HIV acquisition among Black/ African American and Latinx people who are particularly vulnerable to HIV. The intended outcomes include increasing viral suppression, increasing linkage to and retention in HIV care, increasing knowledge of HIV status, and increasing linkage to and uptake of pre-exposure prophylaxis (PrEP).

The Health Care Agency/ Public Health will use the funds to build, increase or improve organizational and/or staff capacity within existing organization(s) that serve Black/African American and/or Latinx populations and subsequently increase HIV testing, link and retain individuals to HIV care, and offer PrEP-related and post-exposure prophylaxis (PEP)-related activities.

Board Resolution Required? (Please attach document to eForm)	Yes ☐	No ☒
Deputy County Counsel Name:	N/A	

(Please list the Deputy County Counsel that approved the Resolution)	

Recommended Action/Special Instructions
(Please specify below)

The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to apply for this grant for the term of February 1, 2020-June 30, 2024 and delegate authority to the HCA director, or designee to execute any forms needed in the application process. HCA will return to the Board to obtain approval to accept the awarded funds.

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Marc Meulman, (714) 834-2980, mmeulman@ochca.com

Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:

David Souleles

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	December 9, 2019
Requesting Agency/Department:	Health Care Agency/ Public Health
Grant Name and Project Title:	Sexually Transmitted Diseases Program Management and Collaboration
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH), Sexually Transmitted Diseases (STD) Control Branch
Application Amount Requested:	$1,263,190 ($252,638 x 5 years)
Application Due Date:	January 10, 2020
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	December 3, 2019
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Formula
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
The funds must be used to develop and implement innovative public health activities to monitor, investigate, and prevent Sexually Transmitted Diseases (STD) in collaboration with community-based organizations (CBOs) within the local health jurisdiction. Key strategic targets for STD prevention and control are: enhancement of surveillance and case follow up for syphilis cases; testing, treatment, partner services, and referrals to services for vulnerable and underserved clients at high risk for STD; and implementation of community-based services through partnerships between public health and CBOs. No less than 50 percent of the funds shall be provided to community-based organizations (CBOs) to accomplish these activities.	
Board Resolution Required? (Please attach document to eForm)	Yes ☐ No ☒
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	N/A
Recommended Action/Special Instructions (Please specify below)	

CEO-Legislative Affairs Office
Grant Authorization eForm

The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to apply for this grant for the term of July 1, 2019-June 30, 2024 and delegate authority to the HCA director, or designee to execute any forms needed in the application process. HCA will return to the Board to obtain approval to accept the awarded funds.	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Marc Meulman, (714) 834-2980, mmeulman@ochca.com	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
David Souleles	

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Doug Chaffee, Fourth District

Date: 12/10/2019

S32A

RE: Appoint Cynthia Williams to In-Home Supportive Services Advisory Committee

Supervisor Chaffee requests to add a Supplemental Item to the December 17, 2019 Board of Supervisors to appoint Cynthia Williams to the In-Home Supportive Services (IHSS) Advisory Committee, Individual IHSS Provider – At Large seat.

RECEIVED
2019 DEC 10 AM 11:06
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Cynthia Nadine Williams

Education

Nursing Program (2 years) 1990 - 1992
Oxnard College & Camarillo State Hospital

Professional License/Certificate

- California Licensed Psychiatric Technician
- CPR and First Aid (Adult & Child)
- Leadership Academy Certificate

Experience

In-home Supportive Services 2006 - present

Caregiver

- Assist clients with daily activities of living such as cooking, bathing and cleaning.
- Accompany clients to medical appointments and therapies.
- Monitor vital signs and assist clients to take prescribed medications.
- Provides loving and compassionate support as a form of socialization.

Regional Center of Orange County 2008 - present

Parent Vendor

Accompany IHSS recipients to their recreational activities such as choir rehearsals, cooking and self-advocacy to promote socialization and providing basic needs during their activities.

Blind Children Learning Center 1996 - present

Volunteer

- Educate the community about the programs and services the center provides for students and parents.
- Assist with special events and fundraising activities.

Fairview State Hospital 1996 - 2015

Psychiatric Technician for State of California

RJ Donavan Correctional Facility 1996 – 1998

Psychiatric Technician for State of California

Camarillo State Hospital 1992 - 1996

Psychiatric Technician for State of California

Awards & Acknowledgements

- Fairview State Hospital – Employee of the Month 2001

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

(FOR COUNTY USE ONLY)

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type. This application shall be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility.

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:
IHSS advisory committee

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ First ☐ Second ☒ Third ☐ Fourth ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Cynthia (First Name) Nadine (Middle Name) Williams (Last Name)

Street Address | City | State | Zip Code

Home Phone Number | Cell Phone Number

Email Address

CURRENT EMPLOYER: IHSS Provider

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

ARE YOU A CITIZEN OF THE UNITED STATES: ☑ YES ☐ NO

NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☑ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED:

EMPLOYMENT HISTORY: Please attach a resume if you have one. It would be helpful in evaluating your application.

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Regional Center of Orange County	2010	2018
Blind Children's Learning Center	1996	2018
Volunteered with Voices of Tustin Community Choir	2013	2018

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ☐YES ☒NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? ☐YES ☒NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY, EXCLUDING ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)? ☐YES ☒NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I Care for my daughter who is 25yrs old and Sister who is a Veteran as an IHSS provider. I am retired from 25yrs working as a Psychiatric Technician for State of California.

DATE: 12/12/18 APPLICANTS SIGNATURE: [redacted]

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: [redacted] Board of Supervisors

Date referred: [redacted]

To: ☐ BOS District 1 ☐ BOS Dist[redacted] ☐ BOS District 5

☐ All BOS ☐ BCC Com[redacted]

County Executive Office

Memorandum

RECEIVED
2019 DEC 13 AM 7:47
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

December 12, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

S32B

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 17, 2017, Board Hearing.

Agency: County Executive Office
Subject: Community-Based Outreach Services for Hard to Count Communities for the 2020 Census
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting that this item be added to the December 17, 2019, Board agenda as a Supplemental Item as this is a time-sensitive item related to the 2020 Census and the contracts need to be in place prior to January 1, 2020. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S32B
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2019 DEC 13 AM 7:17
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE:	12/17/19
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Saul Viramontes (714) 834-4755 Jessica Witt (714) 834-7250

SUBJECT: COMMUNITY-BASED OUTREACH SERVICES FOR HARD TO COUNT COMMUNITIES FOR THE 2020 CENSUS

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
CEO Signature	Approve as to form *Action* *County Counsel Signature*	Discussion 3 Votes Board Majority

Budgeted: Yes **Current Year Cost:** $765,029 **Annual Cost:** N/A

Staffing Impact: N/A **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: State: 100% (Census) **County Audit in last 3 years** No

Prior Board Action: 11/05/2019 #19, 05/21/2019 #S74B, 02/26/2019 #S45A, 01/29/2019 #35

RECOMMENDED ACTION(S)

1. Approve Contract with AltaMed Health Services Corporation for Regional Community-Based Outreach Services for the 2020 Census, effective upon the approval of the Board of Supervisors, through September 30, 2020, in a total amount not to exceed $120,000.
2. Approve Contract with Coalition for Humane Immigrant Rights for Regional Community-Based Outreach Services for the 2020 Census, effective upon the approval of the Board of Supervisors, through September 30, 2020, in a total amount not to exceed $68,253.
3. Approve Contract with Community Action Partnership of Orange County for Regional Community-Based Outreach Services for the 2020 Census, effective upon the approval of the Board of Supervisors, through September 30, 2020, in a total amount not to exceed $60,000.

4. Approve Contract with Latino Health Access for Regional Community-Based Outreach Services for the 2020 Census, effective upon the approval of the Board of Supervisors, through September 30, 2020, in a total amount not to exceed $65,000.

5. Approve Contract with Multi-Ethnic Collaborative of Community Agencies for Regional Community-Based Outreach Services for the 2020 Census, effective upon the approval of the Board of Supervisors, through September 30, 2020, in a total amount not to exceed $270,728.

6. Approve Contract with Vision y Compromiso for Regional Community-Based Outreach Services for the 2020 Census, effective upon the approval of the Board of Supervisors, through September 30, 2020, in a total amount not to exceed $111,500.

7. Authorize the County Executive Officer or authorized Deputy to execute the contracts as referenced in Recommended Actions 1 through 6.

8. Pursuant to Contract Policy Manual Section 3.3-113, authorize the County Procurement Officer or authorized deputy to exercise a 10 percent contingency contract cost increase for each Contract in an amount not to exceed a total $69,548, which may be used over the entire term of the Contract, including extensions, and within the scope of work set forth in the Contract, and to execute all documents necessary for the contingency contract cost increase. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Officer.

SUMMARY:

Award of contracts to the various contractors for regional community-based outreach services for the 2020 Census Hard-to-Count (HTC) communities and populations will allow the County to fulfill contractual requirements with the California Complete Count Office for the 2020 Census Complete Count effort and will assist the County in educating and motivating Orange County residents to participate in the 2020 Census.

BACKGROUND INFORMATION:

The County of Orange entered into a contract with the California Complete Count Office (CCC Office) to provide outreach and education for the 2020 Census to Hard-to-Count (HTC) communities and populations. HTC communities and populations are those who have been identified by the U.S. Census Bureau as least likely to participate in the 2020 Census, including young children, highly mobile persons, racial and ethnic minorities, non-English speakers, low income persons, persons experiencing homelessness, undocumented immigrants, persons who distrust the government, LGBTQ persons, persons with mental or physical disabilities, and persons who do not live in traditional housing. In accordance with the County's agreement with the CCC Office, the following steps have been taken to ensure a complete count in Orange County:

- On October 30, 2018, the Board of Supervisors (Board) adopted a resolution reflecting the County's participation in the 2020 California Complete Count census effort. Additionally, the Board authorized the 2020 Census Planning Ad Hoc Committee (Ad Hoc) and instructed the Ad Hoc to bring back for final selection and approval by the Board a list of membership stakeholders for the Orange County Complete Count Committee (OCCCC).
- On January 29, 2019, the Board authorized the County Executive Officer to enter into the 2020 Census Outreach Agreement with the CCC Office.

- On February 26, 2019, the Board authorized the proposed structure and membership of the OCCCC. On April 16, 2019, the OCCCC convened and has been meeting in subcommittees since.
- On May 21, 2019, the Board approved the 2020 Census County of Orange Strategic Plan.
- On November 5, 2019, the Board approved the 2020 Census County of Orange Implementation Plan.

This agenda item presents the contractors recommended to accomplish the tasks highlighted in the 2020 Census County of Orange Implementation Plan. The 2020 Census Outreach effort begins in January 2020 and will end by May 31, 2020. The County Executive Office is asking for a 10 percent contingency to provide flexibility when implementing the Non-Response Follow-up Plan (NRFU), per our Agreement with the CCC Office. The NRFU will begin in late-May and can last through July, and will be the County's final push to encourage all residents to participate in the 2020 Census.

Under the direction of the Ad Hoc, County Census staff released a Request for Proposal (RFP) for Regional Community-Based Outreach Services for the 2020 Census. The RFP aimed to solicit proposals from contractors with strong ties to HTC communities and populations who could serve as trusted messengers to educate and motivate members of the HTC communities and populations to participate in the 2020 Census. These trusted messengers will communicate with HTC communities regarding the purpose of the 2020 Census, the confidentiality protections of the 2020 Census and the importance of participating in the 2020 Census to secure equitable representation and resources for the County. The CCC Office awarded the County a total of $1,555,519; approximately $699,983 was set aside for direct outreach services while the remainder was set aside to cover project personnel, promotional and outreach materials, a media and advertising campaign, the establishment of Questionnaire Assistance Centers and the NRFU.

To increase the possibility that every HTC community and population would be paired with an appropriate trusted messenger, the County was divided into seven HTC zones. See Attachment A for HTC Zones Map Index.

County staff notified over 220 members of the OCCCC including the OC Census Roundtable, a network of community-based organizations led by Charitable Ventures of Orange County, which notified an additional 200 community organization representatives about the opportunity. In addition to advertising the RFP to all census stakeholders, subscribers to BidSync were also notified.

Contractors were asked to submit proposals for one or two types of activities (Activity Type 1 and Activity Type 2) in one or more of the seven HTC zones through which the contractors would engage with members of the HTC community to encourage and motivate the HTC communities and populations to participate in the 2020 Census. Activity Type 1 consists of a boots-on-the-ground effort focused around the locations where HTC individuals live, such as canvassing and block walks. Activity Type 2 consists of innovative strategies to engage with community members, such as tabling at grocery stores in HTC census tracts, holding art contests for students and hosting neighborhood forums.

Breakdown of HTC Zones:
A description of the HTC zones, including the cities served and the HTC populations, is included in the table below.

Zone	Cities Served	HTC Population	% of Total HTC
1	Fullerton, La Habra, *Buena Park, *Placentia	124,121	12%
2	Anaheim, *Buena Park, Orange, *Placentia, *Stanton	256,906	25%

3	Garden Grove, *Stanton	97,892	10%
4	Westminster	60,819	6%
5	Santa Ana, Tustin	294,468	29%
6	Irvine	99,853	10%
7	Costa Mesa, Laguna Hills, Laguna Woods, San Clemente, San Juan Capistrano, Seal Beach, Fountain Valley, Huntington Beach	86,558	8%

**City belongs to more than one zone*

Evaluation of Proposals:

The County received eight proposals with a cumulative bid amount of $1,424,562 worth of services. A five-member evaluation panel, consisting of representatives from the County Executive Office, OC Social Services Agency and OC Community Resources, evaluated the eight proposals based on the following weighted criteria:

No.	Evaluation Criteria	Weights
1	Respondent's background, qualifications, references and related experience	20%
2	Respondent's key personnel, experience and resumes (Staffing Plan)	20%
3	Respondent's strategic plan, scope of services and evaluation of methodology to engage the community	35%
4	Respondent's proposed cost	15%
5	Organization, completeness of Proposal response, overall quality and degree of compliance with Model Contract	10%

The RFP provided the County flexibility to award contracts to one or more contractors for each HTC zone and/or to award contracts to contractors on all or some of the activity types set forth in their proposals, as necessary to serve the best interests of the County. Funding for each HTC zone was determined proportionately according to each HTC zone's share of Orange County's HTC communities and populations.

Recommended Contract Awards:

The evaluation panel provided a memorandum of recommendation that includes the ranking of all proposals based on the aggregate scores (see Attachment C). After reviewing the evaluation results, the County Executive Officer specified a different recommendation for Zone 5 to ensure the best coverage to the HTC communities and populations in that zone. The following table shows the evaluation panel's recommendation of contract awards for each zone, broken down by HTC zone and Activity Type, except for Zone 5 that shows the County Executive Officer's recommendation of contract award for that zone.

Zone	Proposer(s)	Evaluation Panel Score	Activity Type(s)	Contract Award
1.	Multi-Ethnic Collaborative of Community Agencies (MECCA)	71	1	$21,000
	Coalition for Humane Immigrant Rights (CHIRLA)	69	1, 2	$14,880.21

	Vision y Compromiso	69	1	$42,000
2.	AltaMed Health Services Corporation (AltaMed)	78	1, 2	$65,000
	MECCA	71	1, 2	$80,536
	Vision y Compromiso	69	1	$27,500
3.	Community Action Partnership of Orange County (CAP-OC)	88	1, 2	$60,000
4.	MECCA	71	1, 2	$43,203
5.	AltaMed	78	1, 2	$55,000
	Latino Health Access	72	1, 2	$30,000
	MECCA	71	1, 2	$57,786
	CHIRLA	69	1, 2	$37,888
	Vision y Compromiso	69	1	$42,000
6.	MECCA	71	1, 2	$43,203
	CHIRLA	69	1, 2	$15,484.59
7.	Latino Health Access	72	1, 2	$35,000
	MECCA	71	1	$25,000

These contracts includes subcontractors. See Attachment J for information regarding subcontractors and Contract Summary Forms. Department staff have conducted due diligence on the vendors. Reference checks were satisfactory and completed with the following vendors regarding similar projects:

Vendor	References	Avg. Rate (5,4,3,2-0)
AltaMed	CA Community Foundation (CCF)	5
	Telemundo 52 LA	4.5
	NALEO Educational Fund	5
CHIRLA	California Community Foundation	5
	CA Complete County Office	5
	St. Joseph Health Mission Hospital	5
CAP-OC	OC United Way – VITA CalEITEC Outreach	4.5
	City of Garden Grove	5
	Mission Up	5
Latino Health Access	The CA Endowment	5
	Marguerite Casey Foundation	5
	Mission Hospital	5
MECCA	The CA Endowment	5
	Mind-OC-Be Well (In-Kind Services)	5
	CA Pan-Ethnic Health Network	5
Vision y Compromiso	County of Tulare	5
	National Asian Pacific American Families Against Substance Abuse	5
	Hill & Co.	5

FINANCIAL IMPACT:

Appropriations for this Contract are included in Budget Control 017 FY 2019-20 Budget.

These Contracts contain language that allow the County to terminate the Contract if specific milestones are not met, reduce the level of services for underperformance and/or renegotiate the levels of services to be provided.

STAFFING IMPACT:

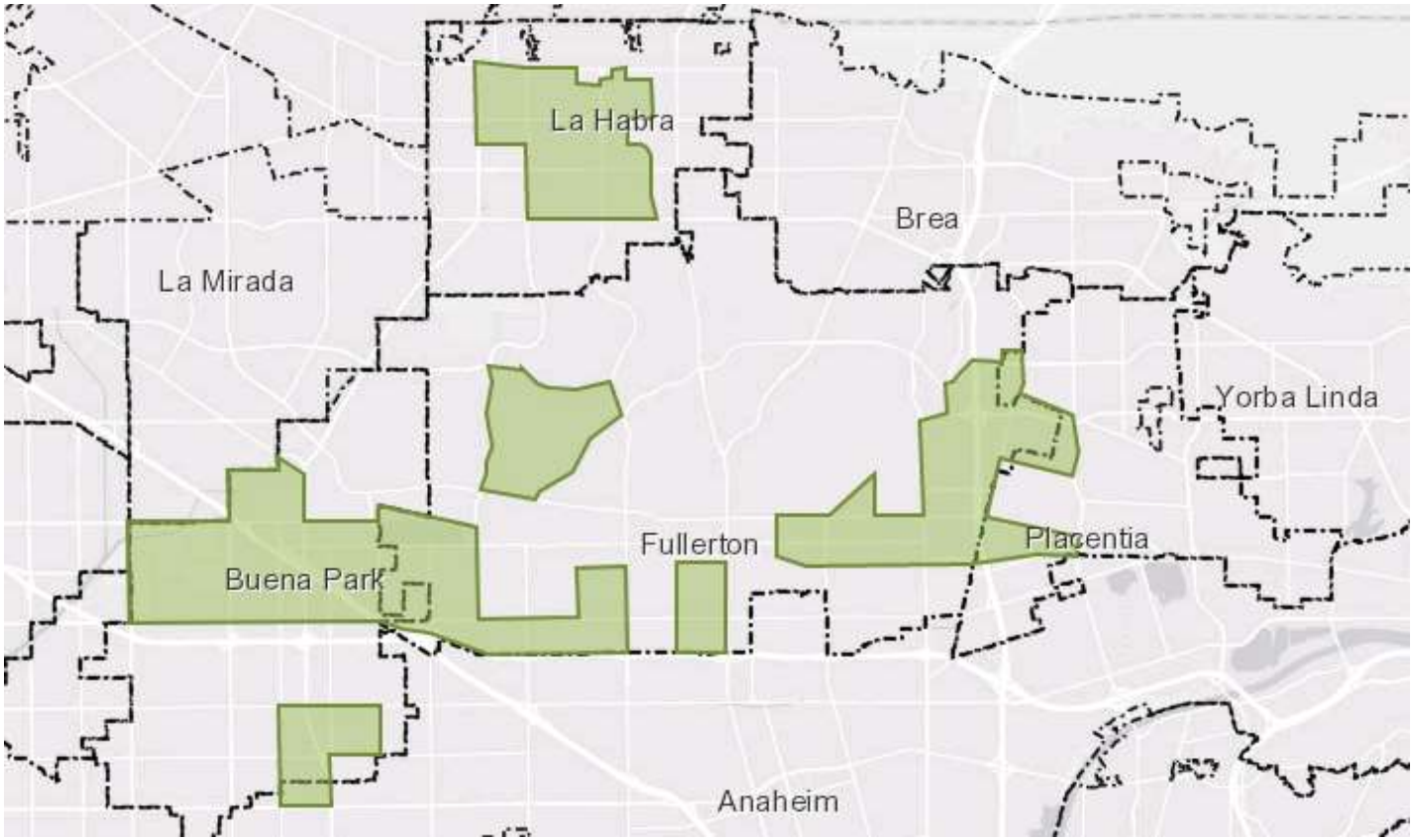
N/A

ATTACHMENT(S):

Attachment A – County of Orange – HTC Zones Map Index
Attachment B – RFP for Regional Community-Based Outreach Services for the 2020 Census
Attachment C – Rating Summary and Finalized Individual Scoring Sheets
Attachment D – Contract MA-017-20010774 with AltaMed Health Services Corporation
Attachment E – Contract MA-017-20010774 with Coalition for Humane Immigrant Rights
Attachment F – Contract MA-017-20010774 with Community Action Partnership of Orange County
Attachment G – Contract MA-017-20010774 with Latino Health Access
Attachment H – Contract MA-017-20010774 with Multi-Ethnic Collaborative of Community Agencies
Attachment I – Contract MA-017-20010774 with Vision y Compromiso
Attachment J – Contract Summary Forms

Outreach Zone 1

HTC Population: 124,121

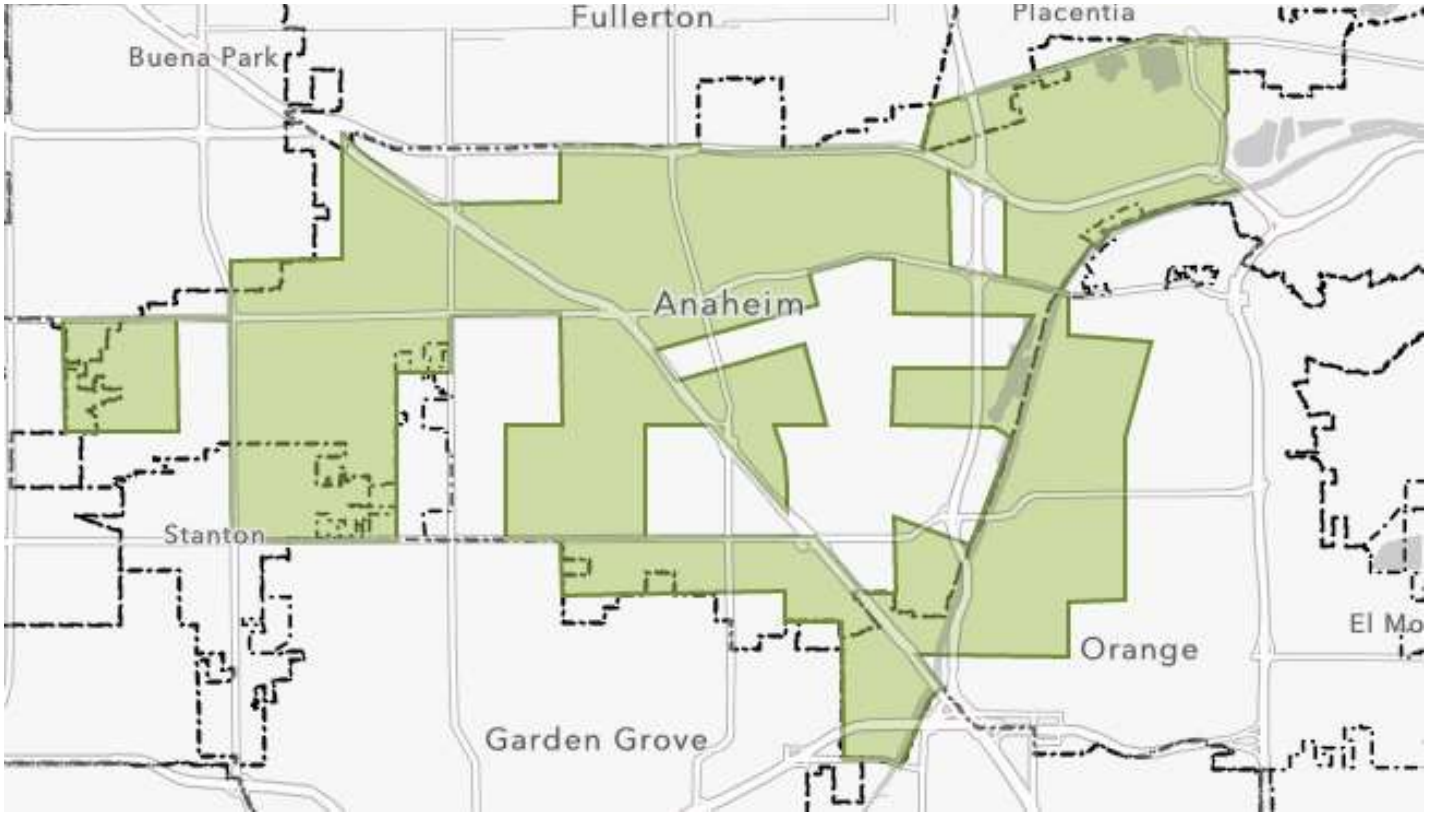


Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
1	Placentia	31	6059011711	Census Tract 117.11	8,139	**78**	Spanish	57	Hindi	8	Tagalog	7.6
1	Fullerton	846	6059001801	Census Tract 18.01	5,232	**90**	Spanish	72.2	Korean	11.4	Vietnamese	9.3
1	Fullerton	847	6059001802	Census Tract 18.02	8,230	**64**	Spanish	81.5	Korean	15	Chinese	2.3
1	Fullerton	848	6059001903	Census Tract 19.03	3,612	**51**	Spanish	77.1	Tagalog	6.1	Korean	4.7
1	Fullerton	850	6059011101	Census Tract 111.01	4,504	**60**	Spanish	90.9	Chinese	3.8	Vietnamese	3.3
1	Fullerton	904	6059011403	Census Tract 114.03	6,722	**58**	Spanish	64.6	Korean	11.8	Japanese	5.5
1	Fullerton	905	6059011502	Census Tract 115.02	3,982	**47**	Spanish	61.7	Chinese	13.8	Korean	9.5
1	Fullerton	964	6059011504	Census Tract 115.04	6,148	**75**	Chinese	43.8	Spanish	20.5	Arabic	9.6
1	Fullerton	965	6059011601	Census Tract 116.01	7,717	**94**	Spanish	91.5	Korean	5.3	Chinese	2
1	Placentia	1016	6059011708	Census Tract 117.08	4,668	**61**	Chinese	39.8	Arabic	10.8	Korean	9.1
1	Placentia	3000	6059011721	Census Tract 117.21	5,184	**69**	Spanish	89.7	Tagalog	3.9	Gujarati	2.3

1	La Habra	3196	6059001202	Census Tract 12.02	3,777	**52**	Spanish	97.3	Korean	1.8	Japanese	0.6
1	La Habra	3254	6059001303	Census Tract 13.03	5,892	**47**	Spanish	69	Korean	21.3	Tagalog	2.5
1	La Habra	3255	6059001304	Census Tract 13.04	3,827	**65**	Spanish	93.8	Tagalog	3.4	Other PI languages	2.7
1	Buena Park	3511	6059110402	Census Tract 1104.02	5,590	**56**	Spanish	69.7	Korean	11	Tagalog	8.1
1	Buena Park	3555	6059110500	Census Tract 1105	8,992	**85**	Spanish	72.3	Korean	15.6	Tagalog	6.7
1	Buena Park	3556	6059110603	Census Tract 1106.03	9,161	**77**	Spanish	77.3	Korean	16.7	Chinese	3
1	La Habra	3560	6059001201	Census Tract 12.01	5,737	**57**	Spanish	94	Korean	2.2	Russian	1.9
1	Buena Park	3605	6059110606	Census Tract 1106.06	4,483	**68**	Spanish	69.9	Tagalog	11.9	Korean	9.8
1	La Habra	3808	6059001103	Census Tract 11.03	4,753	**70**	Spanish	83.8	Korean	8.9	Tagalog	6
1	Fullerton	6738	6059001704	Census Tract 17.04	7,771	**48**	Korean	74	Chinese	12.3	Gujarati	6.5

Outreach Zone 2

HTC Population: 256,906

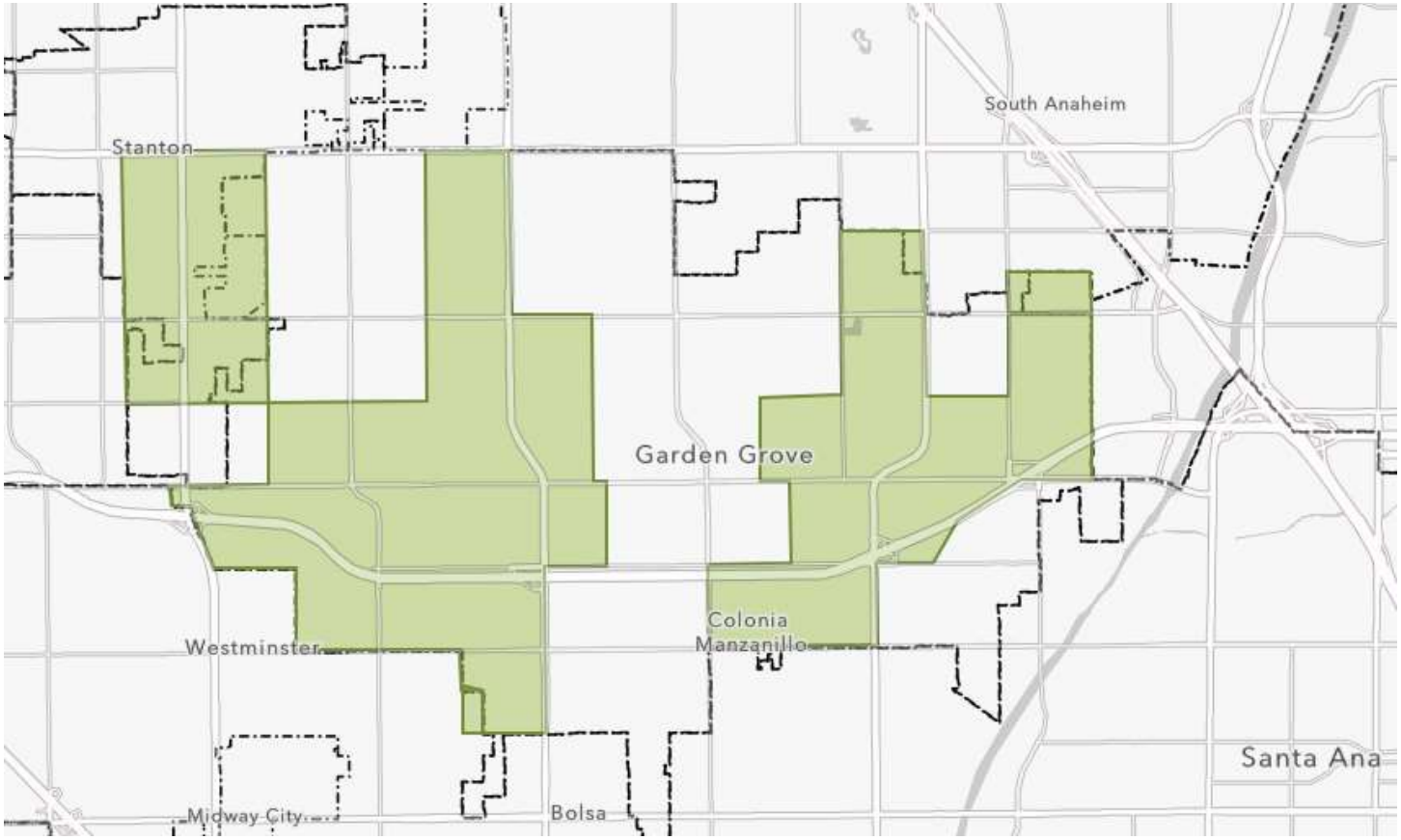


Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
2	Anaheim	179	6059087403	Census Tract 874.03	3,374	**88**	Spanish	96.1	Vietnamese	1.7	Korean	1.2
2	Anaheim	369	6059086402	Census Tract 864.02	5,587	**47**	Spanish	83.7	Tagalog	8.7	Vietnamese	3.9
2	Anaheim	370	6059086404	Census Tract 864.04	6,815	**53**	Spanish	84.2	Vietnamese	5.4	Chinese	4.7
2	Anaheim	372	6059086407	Census Tract 864.07	6,693	**48**	Spanish	75.1	Vietnamese	12.5	Tagalog	3.2
2	Anaheim	379	6059086501	Census Tract 865.01	4,421	**55**	Spanish	99.4	Arabic	0.4	Chinese	0.3
2	Anaheim	380	6059086502	Census Tract 865.02	6,320	**78**	Spanish	98.7	Korean	0.9	Vietnamese	0.5
2	Anaheim	427	6059086601	Census Tract 866.01	10,194	**87**	Spanish	91.4	Vietnamese	3.9	African languages	3.3
2	Anaheim	433	6059086702	Census Tract 867.02	7,471	**65**	Spanish	74.1	Tagalog	4.8	Vietnamese	4
2	Anaheim	435	6059086602	Census Tract 866.02	6,505	**74**	Spanish	82.6	Vietnamese	4.7	Chinese	2.7
2	Anaheim	463	6059086802	Census Tract 868.02	5,850	**54**	Spanish	65.4	Vietnamese	13.6	Chinese	4.9
2	Anaheim	464	6059086901	Census Tract 869.01	8,685	**83**	Spanish	54.5	Vietnamese	17	Tagalog	9.9
2	Buena Park	466	6059086803	Census Tract 868.03	9,411	**55**	Spanish	45.8	Korean	20	Vietnamese	15

2	Anaheim	467	6059086903	Census Tract 869.03	7,366	**59**	Spanish	67.4	Vietnamese	12.4	Korean	4.2
2	Orange	612	6059076101	Census Tract 761.01	10,338	**48**	Spanish	59	Vietnamese	13.7	Chinese	13.2
2	Orange	630	6059076102	Census Tract 761.02	7,949	**64**	Spanish	67	Korean	17.6	Vietnamese	7.9
2	Anaheim	702	6059086405	Census Tract 864.05	7,568	**65**	Spanish	94.9	Vietnamese	3.4	Persian	0.5
2	Anaheim	718	6059087101	Census Tract 871.01	4,743	**77**	Spanish	35.4	Korean	25.4	Vietnamese	10.5
2	Anaheim	719	6059087102	Census Tract 871.02	6,631	**56**	Spanish	76.1	Korean	15.4	Vietnamese	4.5
2	Anaheim	721	6059087105	Census Tract 871.05	4,280	**52**	Spanish	65	Vietnamese	17.7	Arabic	6.1
2	Anaheim	722	6059087106	Census Tract 871.06	5,164	**77**	Spanish	83.1	Vietnamese	9.3	Tagalog	3
2	Placentia	2999	6059011720	Census Tract 117.20	6,712	**91**	Spanish	96.3	Tagalog	1.4	Vietnamese	1.1
2	Anaheim	3327	6059087200	Census Tract 872	7,924	**60**	Spanish	90.8	Vietnamese	2.1	African languages	1.9
2	Anaheim	3328	6059087300	Census Tract 873	10,296	**84**	Spanish	90.7	Chinese	4	Korean	3.9
2	Anaheim	3330	6059087405	Census Tract 874.05	6,029	**100**	Spanish	93.4	Tagalog	2	Vietnamese	1.4
2	Anaheim	3428	6059087503	Census Tract 875.03	6,565	**64**	Spanish	81.4	Vietnamese	7.3	Chinese	2.6
2	Anaheim	3441	6059087504	Census Tract 875.04	7,407	**90**	Spanish	86.2	Vietnamese	10.6	Tagalog	1.3
2	Anaheim	3442	6059087601	Census Tract 876.01	5,356	**73**	Spanish	68.3	Vietnamese	10.5	Arabic	7.4
2	Anaheim	3443	6059087602	Census Tract 876.02	7,668	**48**	Spanish	70.5	Vietnamese	16.8	Korean	4.3
2	Anaheim	3495	6059110202	Census Tract 1102.02	7,874	**52**	Spanish	34.1	Tagalog	20.6	Vietnamese	15.4
2	Orange	3572	6059076204	Census Tract 762.04	4,732	**67**	Spanish	94.6	Vietnamese	4	Chinese	1.1
2	Stanton	3579	6059087803	Census Tract 878.03	5,501	**92**	Spanish	70.3	Vietnamese	22.1	Tagalog	4.3
2	Stanton	3580	6059087805	Census Tract 878.05	6,860	**65**	Spanish	65.7	Vietnamese	22	Korean	5.4
2	Anaheim	3581	6059087806	Census Tract 878.06	5,876	**74**	Spanish	47.2	Vietnamese	29	Arabic	8.7
2	Anaheim	3693	6059086304	Census Tract 863.04	4,836	**55**	Spanish	85.5	Chinese	4	Polish	2.8
2	Anaheim	3695	6059086306	Census Tract 863.06	4,786	**51**	Spanish	73.9	Vietnamese	15.2	Chinese	5.1
2	Anaheim	4176	6059087505	Census Tract 875.05	4,895	**74**	Spanish	70.5	Vietnamese	9	Korean	6
2	Anaheim	6663	6059087001	Census Tract 870.01	5,197	**63**	Spanish	72.3	Vietnamese	12.9	Tagalog	4.3
2	Anaheim	6664	6059087002	Census Tract 870.02	7,750	**55**	Spanish	46.5	Vietnamese	23.1	Arabic	10.4
2	Anaheim	6779	6059011714	Census Tract 117.14	945	**63**	Spanish	86.2	Chinese	5.3	Arabic	4.2
2	Anaheim	8008	6059087404	Census Tract 874.04	4,332	**89**	Spanish	96.1	Vietnamese	2.5	Chinese	1.1

Outreach Zone 3

HTC Population: 97,892

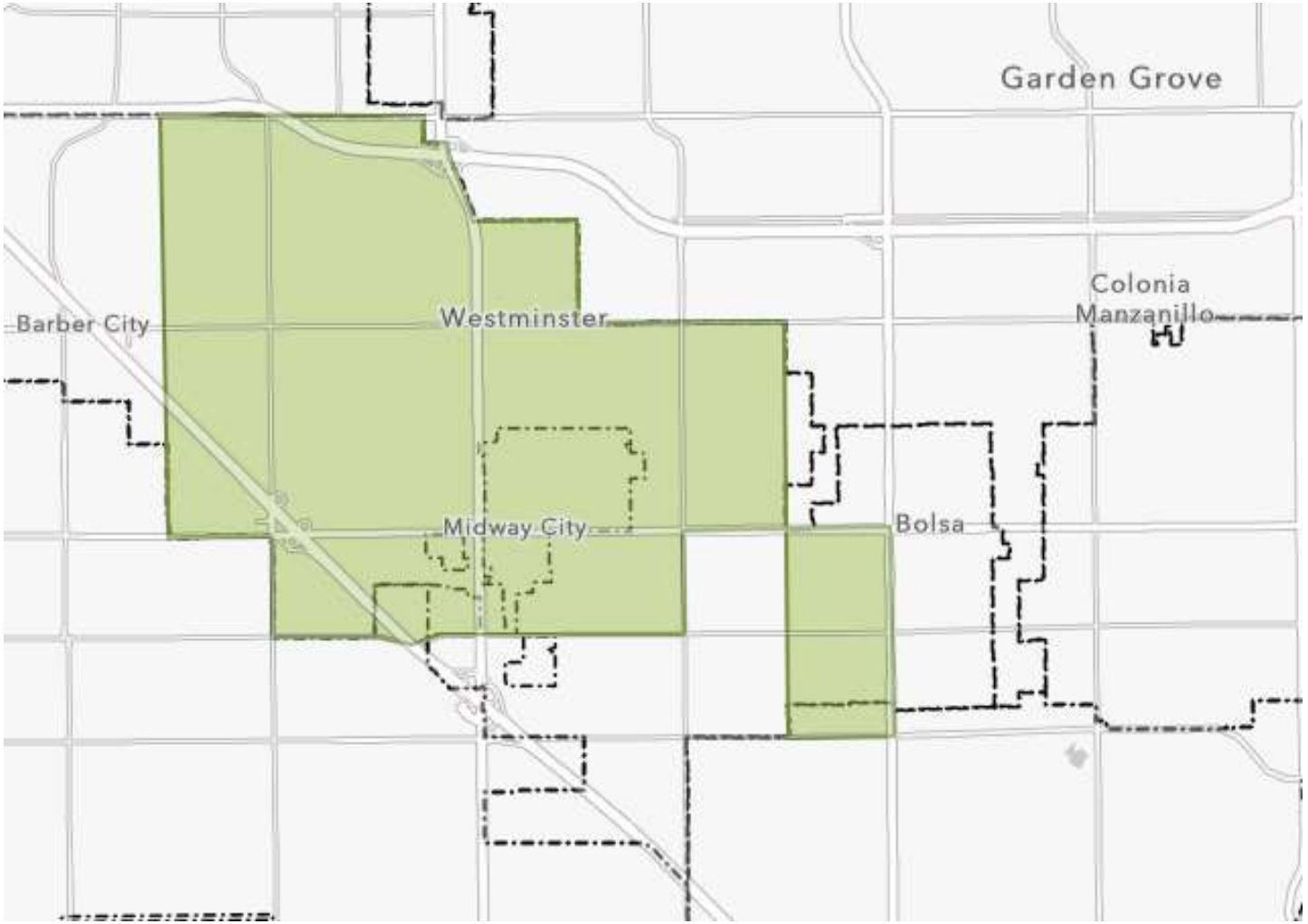


Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
3	Stanton	189	6059087902	Census Tract 879.02	5,947	**67**	Spanish	57.1	Vietnamese	39.8	Mon	1.4
3	Garden Grove	231	6059088702	Census Tract 887.02	6,458	**49**	Vietnamese	61.1	Spanish	23.9	Korean	9.4
3	Garden Grove	382	6059088107	Census Tract 881.07	5,779	**51**	Vietnamese	56.5	Spanish	26.2	Korean	14.8
3	Garden Grove	383	6059088201	Census Tract 882.01	4,466	**60**	Spanish	53.2	Vietnamese	42.5	Korean	2.2
3	Garden Grove	385	6059088203	Census Tract 882.03	5,309	**57**	Vietnamese	41.2	Spanish	38.8	Arabic	9.1
3	Garden Grove	438	6059088402	Census Tract 884.02	5,103	**64**	Spanish	68.9	Vietnamese	20.2	Tagalog	7.5
3	Garden Grove	440	6059088501	Census Tract 885.01	6,911	**52**	Spanish	59.4	Vietnamese	37.5	Korean	2.4
3	Garden Grove	441	6059088802	Census Tract 888.02	5,374	**55**	Vietnamese	58.7	Spanish	33.1	Korean	2.3
3	Garden Grove	442	6059088901	Census Tract 889.01	7,187	**52**	Vietnamese	79.2	Spanish	16	Urdu	1.7
3	Garden Grove	470	6059088502	Census Tract 885.02	5,222	**63**	Vietnamese	52.1	Spanish	34.4	Korean	9.1

3	Garden Grove	513	6059088701	Census Tract 887.01	6,191	**77**	Vietnamese	47.1	Spanish	35.8	Korean	12.3
3	Garden Grove	514	6059088801	Census Tract 888.01	7,622	**61**	Vietnamese	56.9	Spanish	17.8	Korean	17.8
3	Garden Grove	631	6059076103	Census Tract 761.03	9,186	**69**	Spanish	61	Vietnamese	33	Arabic	2.6
3	Garden Grove	3446	6059089003	Census Tract 890.03	3,822	**64**	Spanish	56.7	Vietnamese	40	Korean	0.9
3	Stanton	3699	6059088104	Census Tract 881.04	4,967	**57**	Vietnamese	46.5	Spanish	44.6	Korean	3.7
3	Garden Grove	6727	6059089106	Census Tract 891.06	4,388	**74**	Spanish	64.8	Vietnamese	28.3	Chinese	4.1
3	Stanton	8006	6059087901	Census Tract 879.01	3,960	**55**	Spanish	44.6	Vietnamese	41.1	Korean	7.2

Outreach Zone 4

HTC Population: 60,819



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
4	Westminster	307	6059099223	Census Tract 992.23	4,750	**62**	Vietnamese	70.2	Spanish	12.9	Arabic	7
4	Westminster	405	6059099701	Census Tract 997.01	6,181	**55**	Vietnamese	78.8	Spanish	13.9	Chinese	1.9
4	Westminster	448	6059099702	Census Tract 997.02	8,129	**54**	Vietnamese	59.9	Spanish	21.7	Chinese	5.9
4	Westminster	473	6059088905	Census Tract 889.05	5,456	**57**	Vietnamese	85.5	Spanish	11	Mon	1.7
4	Westminster	600	6059099801	Census Tract 998.01	5,855	**53**	Vietnamese	66.9	Spanish	29.9	Korean	1.4

4	Westminster	601	6059099802	Census Tract 998.02	5,100	**80**	Vietnamese	61.3	Spanish	33.9	Korean	2.1
4	Westminster	602	6059099803	Census Tract 998.03	5,368	**66**	Vietnamese	68.3	Spanish	25.2	Chinese	3.3
4	Westminster	3667	6059099601	Census Tract 996.01	7,301	**72**	Vietnamese	76.4	Spanish	16.6	Mon	2.4
4	Westminster	6591	6059099903	Census Tract 999.03	6,143	**51**	Vietnamese	58.6	Spanish	34.4	Chinese	4
4	Westminster	6607	6059099904	Census Tract 999.04	6,536	**63**	Vietnamese	62.4	Spanish	30.6	Chinese	2.4

Outreach Zone 5

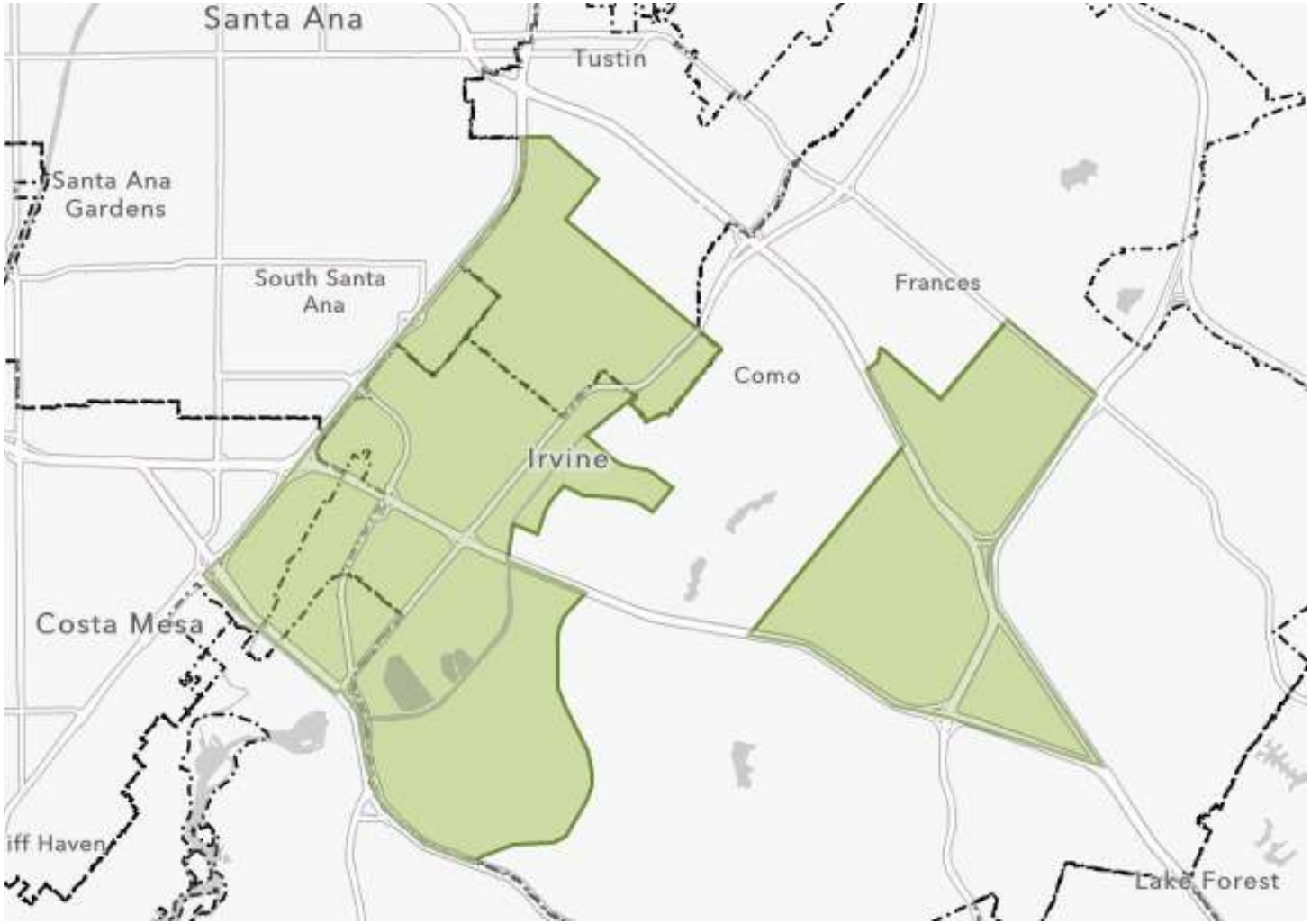
HTC Population: 294,468

Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
5	Santa Ana	169	6059074805	Census Tract 748.05	5,700	**89**	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	423	6059074803	Census Tract 748.03	8,937	**62**	Spanish	70.1	Vietnamese	28.3	Chinese	0.9
5	Santa Ana	451	6059074405	Census Tract 744.05	6,187	**93**	Spanish	98	Vietnamese	1.4	Korean	0.4
5	Santa Ana	452	6059074806	Census Tract 748.06	5,299	**89**	Spanish	93.4	Vietnamese	4.4	Chinese	1.4
5	Santa Ana	455	6059074901	Census Tract 749.01	9,846	**90**	Spanish	95.4	Chinese	3	Vietnamese	1.1
5	Santa Ana	456	6059074902	Census Tract 749.02	6,497	**93**	Spanish	100	Chinese	0	Japanese	0
5	Santa Ana	481	6059099247	Census Tract 992.47	3,542	**55**	Vietnamese	66.4	Spanish	27.4	Chinese	3.8
5	Santa Ana	482	6059099248	Census Tract 992.48	5,743	**67**	Spanish	72	Vietnamese	26.2	Chinese	1.6

5	Santa Ana	483	6059099249	Census Tract 992.49	4,690	**75**	Spanish	78.8	Vietnamese	20.2	Chinese	1
5	Santa Ana	492	6059074406	Census Tract 744.06	3,422	**72**	Spanish	98.5	Mon	1.5	Chinese	0
5	Tustin	493	6059074408	Census Tract 744.08	6,327	**78**	Spanish	98.7	Vietnamese	1.3	Arabic	0
5	Santa Ana	505	6059074502	Census Tract 745.02	5,631	**67**	Spanish	94.5	Vietnamese	3.6	Mon	1.3
5	Santa Ana	506	6059075002	Census Tract 750.02	8,022	**112**	Spanish	91.9	Chinese	4.9	Vietnamese	2.3
5	Santa Ana	507	6059075003	Census Tract 750.03	7,205	**100**	Spanish	98	Vietnamese	1.4	Other Indic languages	0.6
5	Santa Ana	625	6059075004	Census Tract 750.04	5,344	**100**	Spanish	100	Chinese	0	Japanese	0
5	Santa Ana	703	6059074501	Census Tract 745.01	7,481	**94**	Spanish	96.1	Mon	3.5	Vietnamese	0.3
5	Santa Ana	3155	6059074108	Census Tract 741.08	5,002	**48**	Spanish	96.9	Vietnamese	3.1	Arabic	0
5	Santa Ana	3156	6059074109	Census Tract 741.09	3,536	**67**	Spanish	83.6	Vietnamese	5.9	Laotian	3.1
5	Santa Ana	3162	6059074200	Census Tract 742	9,575	**51**	Spanish	98.3	Tagalog	1.4	Other PI languages	0.3
5	Santa Ana	3229	6059074004	Census Tract 740.04	8,555	**48**	Spanish	73.5	Vietnamese	14.3	Tagalog	7.4
5	Santa Ana	3230	6059074005	Census Tract 740.05	7,955	**64**	Spanish	86.5	Vietnamese	12	Japanese	0.9
5	Santa Ana	3231	6059074006	Census Tract 740.06	5,590	**56**	Spanish	89.9	Vietnamese	3.8	Chinese	1.7
5	Santa Ana	3232	6059074102	Census Tract 741.02	6,653	**60**	Spanish	89.3	Vietnamese	7.1	Chinese	1.6
5	Santa Ana	3233	6059074103	Census Tract 741.03	4,923	**50**	Spanish	95.6	Vietnamese	3.2	Other PI languages	0.8
5	Santa Ana	3300	6059089001	Census Tract 890.01	7,696	**57**	Vietnamese	60	Spanish	36.5	Chinese	3
5	Santa Ana	3313	6059074601	Census Tract 746.01	7,862	**69**	Spanish	98.2	Laotian	0.9	Vietnamese	0.5
5	Santa Ana	3314	6059075100	Census Tract 751	10,050	**78**	Spanish	91.6	Korean	6.3	Chinese	0.6
5	Santa Ana	3315	6059075201	Census Tract 752.01	6,417	**68**	Spanish	92.8	Vietnamese	6.1	Other PI languages	0.8
5	Santa Ana	3316	6059075202	Census Tract 752.02	5,510	**57**	Spanish	95.6	Vietnamese	2.1	Thai	1.3
5	Santa Ana	3395	6059074701	Census Tract 747.01	8,599	**68**	Spanish	91.6	Vietnamese	6.7	Chinese	1.7
5	Santa Ana	3396	6059074702	Census Tract 747.02	6,163	**65**	Spanish	96.1	Chinese	2.5	Vietnamese	1.1
5	Santa Ana	3409	6059074602	Census Tract 746.02	8,087	**71**	Spanish	98.9	Mon	1.1	Chinese	0
5	Santa Ana	3410	6059074802	Census Tract 748.02	6,810	**74**	Spanish	90.7	Vietnamese	9.3	Arabic	0
5	Santa Ana	3447	6059089004	Census Tract 890.04	7,422	**72**	Spanish	57.5	Vietnamese	34.1	Laotian	5.1
5	Santa Ana	3450	6059089104	Census Tract 891.04	6,150	**84**	Spanish	71.8	Vietnamese	25.6	Mon	2.3
5	Santa Ana	3451	6059089105	Census Tract 891.05	6,543	**93**	Spanish	91.4	Vietnamese	7	Chinese	1.5
5	Tustin	3523	6059075507	Census Tract 755.07	5,556	**48**	Spanish	55	Korean	11	Other PI languages	6.8
5	Tustin	3525	6059075514	Census Tract 755.14	3,858	**79**	Spanish	85.8	Tagalog	3.7	Vietnamese	3.4
5	Santa Ana	3540	6059099202	Census Tract 992.02	8,430	**62**	Spanish	48.9	Vietnamese	42.2	Chinese	3.5
5	Santa Ana	3548	6059074003	Census Tract 740.03	4,311	**68**	Spanish	86.1	Russian	2.4	Persian	2.1
5	Santa Ana	3603	6059074801	Census Tract 748.01	6,568	**76**	Spanish	97.7	Vietnamese	1.6	Japanese	0.4
5	Santa Ana	3686	6059074300	Census Tract 743	4,163	**68**	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	3687	6059074403	Census Tract 744.03	6,023	**99**	Spanish	95.7	Vietnamese	1.7	Mon	1.4
5	Santa Ana	6548	6059074107	Census Tract 741.07	6,811	**52**	Spanish	68.2	Vietnamese	14.1	Other Indic languages	6.6
5	Tustin	6765	6059074407	Census Tract 744.07	5,642	**81**	Spanish	94.6	Vietnamese	1.2	Korean	1
5	Tustin	6792	6059075512	Census Tract 755.12	4,135	**67**	Spanish	74.1	Chinese	6.7	Other Asian languages	5

Outreach Zone 6

HTC Population: 99,853

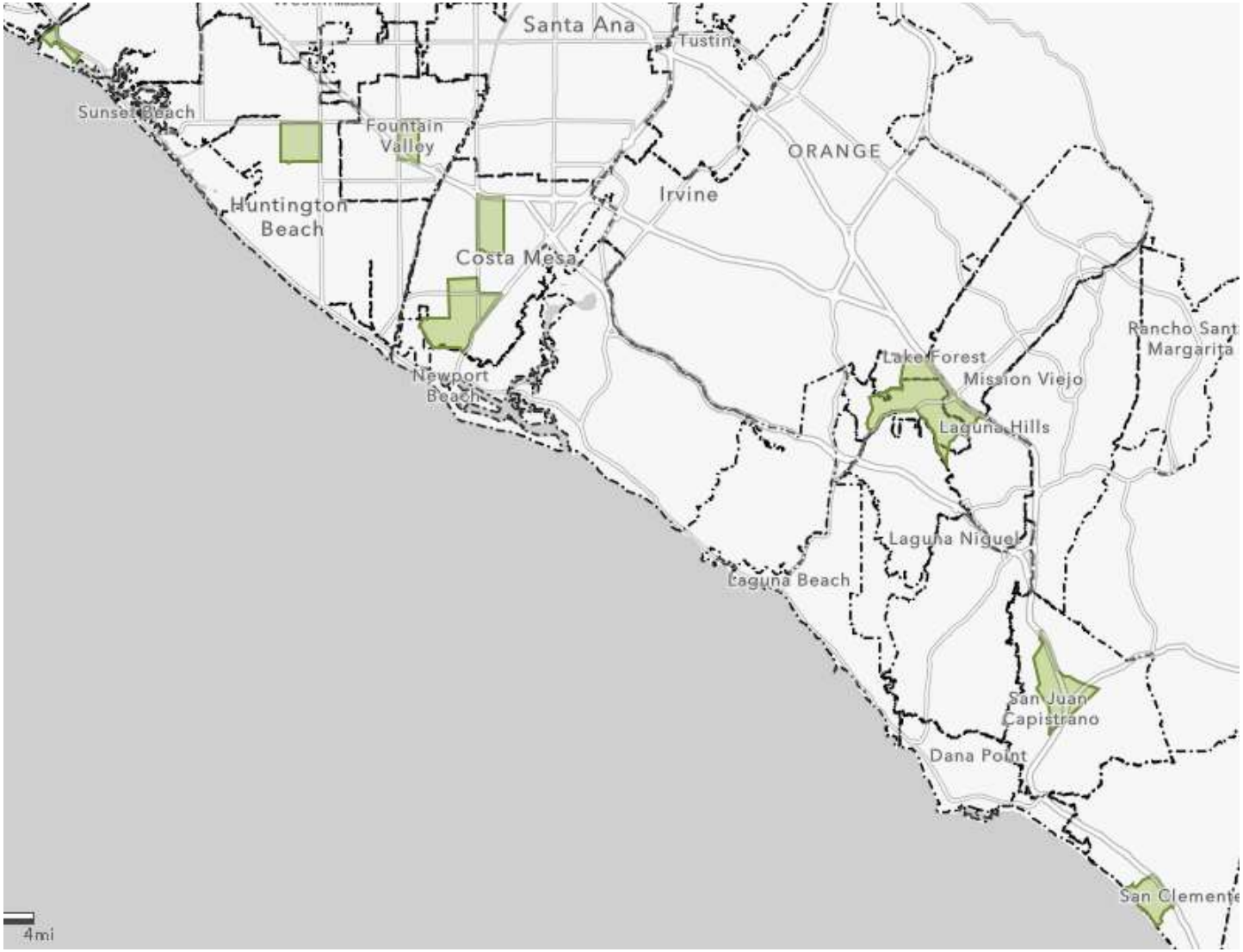


Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
6	Irvine	185	6059062610	Census Tract 626.10	9,192	**63**	Chinese	27.9	Persian	23.9	Korean	12.2
6	Irvine	745	6059052517	Census Tract 525.17	12,535	**50**	Chinese	32.8	Korean	17.4	Japanese	13.1
6	Irvine	748	6059052518	Census Tract 525.18	5,645	**76**	Arabic	29	Korean	18.3	Persian	17
6	Irvine	751	6059052521	Census Tract 525.21	5,195	**73**	Japanese	20.2	Chinese	18.7	Persian	18.1
6	Irvine	860	6059062611	Census Tract 626.11	4,643	**72**	Chinese	34.6	Persian	14.1	Korean	12.8

6	Irvine	862	6059062614	Census Tract 626.14	17,232	**64**	Chinese	41.9	Spanish	19.8	Korean	17.8
6	Irvine	916	6059062627	Census Tract 626.27	3,731	**72**	Chinese	35	Korean	21.4	Persian	20.8
6	Irvine	3526	6059075515	Census Tract 755.15	18,827	**64**	Spanish	49.7	Chinese	14.8	Vietnamese	14.5
6	Irvine	6546	6059052418	Census Tract 524.18	19,452	**51**	Korean	33.1	Chinese	27.8	Persian	11.4
6	Irvine	6760	6059062626	Census Tract 626.26	3,401	**71**	Korean	30.8	Persian	23.9	Arabic	11.3

Outreach Zone 7

HTC Population: 86,558



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
7	Laguna Hills	171	6059062647	Census Tract 626.47	4,447	**47**	Spanish	51.9	Chinese	15	Korean	9.3
7	Costa Mesa	229	6059063808	Census Tract 638.08	6,093	**70**	Spanish	97.2	Vietnamese	0.9	Other PI languages	0.9
7	Laguna Hills	865	6059062622	Census Tract 626.22	3,889	**49**	Korean	43.2	Persian	17.2	Chinese	13.7

7	Laguna Woods	984	6059062646	Census Tract 626.46	3,731	**54**	Chinese	34.7	Korean	13.7	Persian	10.5
7	San Clemente	1029	6059042107	Census Tract 421.07	4,492	**60**	Spanish	98.1	Tagalog	1.1	Thai	0.8
7	San Clemente	1030	6059042108	Census Tract 421.08	4,880	**51**	Spanish	96.9	Portuguese	3.1	Japanese	0
7	San Juan Capistrano	3005	6059042312	Census Tract 423.12	9,900	**57**	Spanish	97.6	Chinese	0.9	Other Indo	0.7
7	Costa Mesa	3011	6059063604	Census Tract 636.04	4,298	**65**	Spanish	87.2	Korean	5.1	Chinese	4.5
7	Costa Mesa	3187	6059063902	Census Tract 639.02	7,090	**54**	Spanish	65.8	Japanese	13.8	Other PI languages	9.7
7	Costa Mesa	3609	6059063605	Census Tract 636.05	5,445	**73**	Spanish	99	Arabic	1	Chinese	0
7	Costa Mesa	3610	6059063701	Census Tract 637.01	5,717	**77**	Spanish	93.7	Vietnamese	2	Mon	1.2
7	Costa Mesa	3611	6059063702	Census Tract 637.02	5,926	**47**	Spanish	89.9	Other Indo	3.1	Tagalog	2.5
7	Seal Beach	3656	6059099512	Census Tract 995.12	3,186	**48**	Spanish	39.4	German	24.8	Vietnamese	17.5
7	Laguna Woods	4175	6059062648	Census Tract 626.48	2,677	**48**	Korean	56.5	Chinese	22	Hungarian	11.3
7	Fountain Valley	6589	6059099251	Census Tract 992.51	5,949	**51**	Vietnamese	56	Arabic	12.4	Portuguese	11.7
7	Huntington Beach	6685	6059099402	Census Tract 994.02	8,838	**80**	Spanish	93.9	Vietnamese	3.3	Chinese	1

COUNTY EXECUTIVE OFFICE
COUNTY PROCUREMENT OFFICE

REQUEST FOR PROPOSALS
(RFP)

REGIONAL COMMUNITY-BASED OUTREACH SERVICES FOR THE 2020 CENSUS

RFP NO. 017-C023928-YG

REQUEST FOR PROPOSALS

COUNTY OF ORANGE
CEO/COUNTY PROCUREMENT OFFICE
1300 S. GRAND AVE
SANTA ANA, CA 92705

PROPOSALS MUST BE RECEIVED ON OR BEFORE

October 2, 2019
By
2:00 PM (PT)

RFP Number
017-C023928-YG

File Folder No: C023928

INSTRUCTIONS:
1. **SUBMIT ONE (1) ORIGINAL AND SEVEN (7) HARD COPIES OF YOUR PROPOSAL AND ONE (1) COPY ON A USB/THUMB DRIVE.**
2. **RETURN THIS PAGE, SIGNED, WITH PROPOSAL.**
3. **ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP#, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.**
4. **FOR FURTHER INFORMATION, CONTACT: Yarida Guzman, DPA at Yarida.guzman@ocgov.com**

DATE: September 11, 2019

COVER PAGE
REQUEST FOR PROPOSALS (RFP)

The County of Orange, County Executive Office/County Procurement Office, (hereinafter referred to collectively as "County"), is soliciting proposals from qualified firms (hereinafter referred to as "Respondent(s)") to provide **Regional Community-Based Outreach Services for the 2020 Census**. The awarded contract(s) (hereinafter referred to as "Contract") will be fixed fee contract(s) between the County and the selected Respondent(s) to provide community-based outreach services, in accordance with the terms and conditions set forth in the Model Contract, including Attachments, provided in Section III.

This Request for Proposals is set out in the following format:

SECTION I.	**Introduction and Instructions to Respondents**
SECTION II.	**Proposal Response Requirements**
SECTION III.	**Model Contract**

ALL QUESTIONS/REQUESTS FOR INTERPRETATION ARE DUE: SEPTEMBER 18, 2019, 2:00 P.M. PACIFIC TIME

All questions and inquiries related to this RFP must be posted on BidSync at www.BidSync.com; RFP: 017-C023928-YG. For BidSync assistance, please contact BidSync Vendor Support at 800-990-9339, Option 1. Respondents are not to contact County personnel directly with any questions or clarifications concerning this RFP.

The County Procurement Office will provide all official communication concerning this RFP. Any County response relevant to this RFP other than through or approved by the County Procurement Office is unauthorized and will be considered invalid.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED HEREIN.		
Respondent/Company Legal Name (as it appears on W-9)		FED ID Number
Postal Address		
Authorized Signature*	Title	Date
Authorized Signature*	Title	Date

*If Respondent is a corporation, **two (2) signatures are required**: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If Respondent's officer holds dual title, Respondent's officer must sign this instrument twice; each time indicating his or her office title that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

RETURN THIS COVER PAGE WITH YOUR RESPONSE

TABLE OF CONTENTS

PAGE NO.

COVER PAGE 2
TABLE OF CONTENTS 3

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

A. Introduction 5
B. Background 5-6
C. Proposed Time Schedule 7
D. Instructions to Respondent(s) and Procedures for Submittal 7-9
E. Protest Procedures 9-10
F. Evaluation Process and Criteria 11
G. Selection/Award Procedures 12
H. Orange County W-9 Requirements 13

SECTION II: PROPOSAL RESPONSE REQUIREMENTS

PART 1

I. Cover Page/Executive Summary 16
II. Validity of Proposal 16
III. Certification of Understanding 16
IV. Minimum Qualifications Statement 17
V. Certificate of Insurance 17
VI. W-9 Requirements 17
VII. Conflict of Interest 17
VIII. Litigation 18
IX. Name/Ownership Changes 18
X. Statement of Compliance 19
XI. Financial Status 19
XII. References 19

PART 2

Company Profile 20

PART 3

Minimum Qualifications 21

PART 4

Respondent's Proposal 22-25

PART 5

Staffing Plan 26

SECTION III: MODEL CONTRACT

Model Contract 27-54
Terms and Conditions 30-44
Signature Page 45
Attachment A - Scope of Services 46-49
Attachment B – Compensation and Pricing 50-52
Attachment C – Staffing Plan 53
Attachment D – County of Orange - HTC Zones Map Index 54

Exhibit 1 – County of Orange-HTC Zones Map Areas Breakdown 55

SECTION I

INTRODUCTION

AND

INSTRUCTIONS TO RESPONDENTS

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

A. INTRODUCTION

The intent of this Request for Proposals (RFP) is to obtain Regional Community-Based Outreach Services for the 2020 Census required by the County of Orange ("County"). The County is soliciting proposals from community-based organizations who can professionally and effectively provide these outreach services. The County intends to award one-year, non-renewable, not to exceed contract(s) to one or more Respondent(s).

The County anticipates spending approximately $550,000 on person-to-person and innovative outreach services for the 2020 Census ("Outreach Services") provided by community-based organizations, with a focus on Outreach Services for hard to count ("HTC") populations in Orange County. The State of California has divided the county into seven HTC zones ("HTC Zones"), as shown in Section III, Model Contract, Attachment D, HTC Zones Map Index. The State also identified the following groups as the individuals who are least likely to respond to the Census (i.e., HTC populations), which should be the focus of the Outreach Services in the pre-determined HTC Zones:

Latinos	African-Americans	Native Americans and Tribal Communities
Asian-Americans and Pacific Islanders (API)	Middle-Eastern North Africans (MENA)	Immigrants and Refugees
Farm-Workers	People with Disabilities	Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ)
Seniors/Older Adults	Homeless Individuals and Families	Areas with low broadband subscription rates and limited or no access
Veterans	Children Ages 0-5	Households with limited English proficiency

This Request for Proposal (RFP) is looking to split the available funds for Outreach Services amongst the seven HTC Zones. The County will award contracts on a per-HTC Zone basis for Activity Type 1 Outreach Services and, to the extent applicable and in the County's best interest, for Activity Type 2 Outreach Services. Activity Type 1 and Activity Type 2 Outreach Services are described in Section III, Model Contract, Attachment A, Scope of Services.

Respondent may submit a proposal for one or more HTC Zones. The proposal for each HTC Zone must focus on outreach efforts to HTC individuals. In addition, the proposal must include Activity Type 1 Outreach Services, and may include Activity Type 2 Outreach Services, for each HTC Zone being proposed. The County may award a contract to one or more Respondent(s) for each HTC Zone and may award one or more HTC Zones to one Respondent. Further, County may award a contract to a Respondent for all or only some of the HTC Zones and/or all or only some of the Outreach Services in Respondent's proposal.

B. BACKGROUND

Incorporated in 1889, Orange County is located in the heart of Southern California between Los Angeles and San Diego counties. It spans 798 square miles and includes 42 miles of coastline. There are 34 cities in the County and several unincorporated areas that offer wide ranging diversity. Of the 58 counties in California, Orange County ranks third in population with more than 3 million people. It also is the sixth-most populous county in the United States.

A five-member Board of Supervisors, each elected to a four-year term in district nonpartisan elections, serves as the legislative body of the County, which functions under a Charter adopted in 2002. Supervisors may serve no more than two consecutive four-year terms. Also elected are the County Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Sheriff-Coroner and Treasurer-Tax Collector. The County Executive Officer is appointed by the Board as the

chief executive officer and directs the day-to-day government operations of the County. The Chief Financial Officer is responsible for presenting the Board with a Recommended Budget for consideration of adoption as the Final (Adopted) Budget, which serves as the foundation of the County's financial planning and control.

The government of the County of Orange is a regional service provider committed to maximizing resources and improving the quality of life for its residents. The County's primary goal is the effective and efficient delivery of services. The County's core business areas are public safety, public health, environmental protection, regional planning, public assistance, social services, and aviation. The County agencies/departments include:

Assessor's Office	Auditor-Controller	Board of Supervisors
Child Support Services	Clerk of the Board	Clerk-Recorder
County Counsel	County Executive Office	County Procurement Office
District Attorney	Health Care Agency	Human Resources Services
Information Technology	Internal Audit	John Wayne Airport
OC Community Services	OC Dana Point Harbor	OC Public Works
OC Waste & Recycling	Office of Campaign Finance & Ethics Commission	Office of Independent Review
Probation	Public Defender	Registrar of Voters
Risk Management	Sheriff-Coroner	Treasurer-Tax Collector

The U.S. decennial census (Census) is an enumeration of every resident every ten years that is mandated by the U.S. Constitution. Data collected during the Census is used to inform public policy in a number of ways, such as to apportion U.S. House of Representative seats; define legislative and school districts; and appropriate funding for neighborhood improvements, public health, education, and transportation. The Census also provides government and community leaders with a unique opportunity to work with cross-sector stakeholders on a common goal: count everyone once, only once and at the right place.

As a local government that values and understands the strength of cross-sector networks and community engagement, the County is committed to counting every Orange County resident in the 2020 Census. The County hopes to accomplish a complete count through culturally-sensitive outreach and advertising aimed at educating, motivating and activating residents to participate in the 2020 Census; also referred to as census messaging or outreach efforts.

The County is assisting the State of California (California) to help "Educate, Motivate, and Activate" Orange County residents to participate in the 2020 Census.

County 2020 Census Goals:

- Educate - Inform the public about the Census process, purpose, timeline and importance, as well as inform the public that the Census data is confidential.
- Motivate - Instill trust that the government will not use the Census data in a negative way. Utilize trusted messengers to encourage members of the public to participate in the Census.
- Activate - Engage the public in trusted environments to help the public participate in the Census. Conduct and participate in community gatherings and other forums to rally the public to participate in the Census.

C. PROPOSED TIME SCHEDULE

DATE	ACTION
September 11, 2019	Release of Request for Proposal (RFP)
September 18, 2019	Written Questions/Requests for Interpretation Due - 2:00 PM Pacific Time
October 2, 2019	RFP Closing Date and Time - 2:00 PM Pacific Time
TBD	Evaluation Process
TBD	Interview and/or Oral Presentations (Optional)
TBD	Recommendation of Award/Contract Negotiations

D. INSTRUCTIONS TO RESPONDENT(S) AND PROCEDURES FOR SUBMITTAL

1. Clearly identified Proposals are due on or before October 2, 2019 no later than 2:00 PM (PT) and must be delivered in a sealed package with the following information to:

   Re: RFP No. 017-C023928-YG
   Regional Community-Based Outreach Services for the 2020 Census
   Attn: Yarida Guzman, DPA
   COUNTY OF ORANGE
   County Executive Office/County Procurement Office
   1300 S. Grand Avenue
   Building A, 2nd Floor
   Santa Ana, CA 92705

   County Executive Office/County Procurement Office regular business hours:

   Monday through Friday - 8:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M.

   Facsimile and e-mail proposals will NOT be allowed. Proposals must be time-stamped on the outside of the sealed package by the County Executive Office/County Procurement Office. It is the sole responsibility of the Respondent to ensure that delivery is made to the County Executive Office/County Procurement Office at the above address by the Closing Date and Time specified. Late proposals or proposals delivered to any other location will not be accepted. Delivery receipts are available upon request.

2. County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a proposal and no later than the deadline for Written Questions/Requests for Interpretation. If any person contemplating submitting a response to this Request for Proposal is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they must submit a written request for clarification/interpretation to the DPA via the County's on-line bid system at: https://www.bidsync.com under the bid page for this solicitation.

   If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County's on-line bid system at: https://www.bidsync.com. Any interpretation of, or correction to, this solicitation shall be issued by the County DPA. However, County does not guarantee receipt by Respondent of all addenda. It is the responsibility of each Respondent to periodically check County's on-line bid system to ensure that they have received and

reviewed any and all addenda to this solicitation. County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. **If an addendum is issued, Respondent must include an appropriately signed copy with the Proposal.**

All written questions/requests for interpretation must be received by the date and time specified on Cover Page (page 2).

3. There will be no **Pre-Proposal Conference for this RFP.**

4. Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the Closing Date. No proposal may be withdrawn after the submission date.

5. Each Respondent must provide: **one (1) signed original, seven (7) hard copies, and one (1) electronic copy in MS Word on a Flash Drive** of their Proposal. The original signature copy is to be clearly marked as "**ORIGINAL**" on the outside cover and contain original ink signatures.

6. All Proposals shall be submitted on standard 8.5 x 11-inch paper. All pages must be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Response Requirements. It is imperative that all Respondents responding to this RFP comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, and straightforward ***and must fully address each requirement and question***. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

7. **Proposals are NOT to be marked as *confidential* or *proprietary*.** County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the *California Public Records Act, Government Code Section 6250 et seq*. County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. County reserves the right to make use of any information or ideas in the Proposals submitted.

8. By submitting a Proposal, Respondent represents that it has thoroughly examined the County's requirements and is familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve the County's objectives.

9. Each Respondent must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the Proposal. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Section II; Part 1; "X. Statement of Compliance."**

10. Any Proposal may be rejected if it is conditional, incomplete or deviates from specifications in this RFP. County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the Proposal. Any waiver will not excuse a Respondent from full compliance.

11. After the Closing Date and Time for receipt of proposals, evaluation and, if requested by County, interview/oral presentations may commence. The evaluation process will be conducted on a per-HTC Zone basis. Respondent(s) who submit Proposals most responsive to the County's requirements (highest-rated) for each HTC Zone may be

asked to give an interview/oral presentation of their Proposal for the applicable HTC Zone. The selected Respondent(s) should be prepared to make their interview/oral presentation within five (5) calendar days after notification and be prepared to discuss all aspects of their Proposals in detail, including technical questions regarding the Proposals. Respondent(s) are not allowed to alter or amend their Proposals through the use of the interview/oral presentation process. **If County elects to interview the highest-rated Respondent(s) for a HTC Zone, written proposals will account for 60% of the total score and interviews will account for 40% of the total score for the interviewed Respondents for that HTC Zone. The Respondents that the County elects not to interview based on the scores for written proposals will not have a total score for that HTC Zone. If the County elects not to conduct interviews, written proposals will account for 100% of the total score for the HTC Zone. The evaluation process is set forth in Section I; "Part F. Evaluation Process and Criteria."**

12. County reserves the right to award contracts to one or more Respondent(s) for each HTC Zone, which are set forth in Section III, Model Contract, Attachment D, HTC Zones Map Index and/or to award contracts to Respondent(s) on all or some of the services set forth in their Proposals, as necessary to serve the best interest of the County. For illustrative purposes, this means County may award a contract for one HTC Zone to a Respondent that submitted a proposal for multiple HTC Zones or County may award contracts to multiple Respondents for one HTC Zone. Respondent(s) should provide their best fees for each HTC Zone in their Proposal.

13. Pre-contractual expenses <u>are</u> <u>not</u> to be included in the Respondent's pricing. County shall not be liable for any expenses incurred by Respondent in the preparation or submission of a Proposal. Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Respondent in: a) preparing its Proposal in response to this RFP; b) submitting that Proposal to the County; c) negotiating with the County any matter related to the Respondent's Proposal; and d) any other expenses incurred by the Respondent prior to the date of award and execution.

14. Where two or more Respondents desire to submit a single proposal in response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. County intends to contract with individual firms that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.

15. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business with the County.

16. **DUNS ® No**: The County requires a valid D-U-N-S number prior to Contract Award. If needed, Respondent may obtain one at no cost at www.dnb.com. *If Respondent is unable to provide/obtain a D-U-N-S number, Respondent must indicate so in the proposal response.*

E. PROTEST PROCEDURES

In the event a Respondent alleges a grievance by the solicitation or award of Contract, the Respondent may submit a written protest to the DPA.

1. Procedure

All protests shall be typed under the protestor's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

a) The name, address and telephone number of the protestor;

b) The signature of the protestor or the protestor's representative;

c) The solicitation or contract number;

d) A detailed statement of the legal and/or factual grounds for the protest; and,

e) The form of relief requested.

2. **Protest of Bid/proposal Specifications**

All protests related to bid or proposal specifications must be submitted to the DPA no later than five (5) business days prior to the Closing Date for proposals. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protestor wishes to continue in the solicitation process, the protestor must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

3. **Protest of Award of Contract**

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the DPA. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

4. **Protest Process**

a) In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the DPA, the County Purchasing Agent and/or the Procurement Appeals Board renders a decision on the protest.

b) Upon receipt of a timely protest, the DPA will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.

c) The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protestor's right to the protest procedures outlined herein.

d) If the protestor disagrees with the decision of the DPA, the protestor may submit a written appeal to the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

5. **Appeal Process**

a) If the protestor wishes to appeal the decision of the DPA, the protestor must submit, within three (3) business days from receipt of the DPA's decision, a written appeal to the Office of the County Procurement Officer.

b) Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision.

c) The decision of the County Procurement Officer will be final and there shall be no right to any administrative appeals of this decision.

F. EVALUATION PROCESS AND CRITERIA

Proposals will be competitively evaluated by an evaluation panel on the quality of the responses to the questions and requirements in this RFP using the following evaluation criteria ("Evaluation Criteria") and the associated weight per criteria:

NO	EVALUATION CRITERIA	WEIGHTS
01	Respondent's background, qualifications, references and related experience	20%
02	Respondent's Key Personnel, experience and resumes (Staffing Plan)	20%
03	Respondent's strategic plan, scope of services and evaluation of methodology to engage the HTC community	35%
04	Respondent's proposed cost	15%
05	Organization, completeness of Proposal response, overall quality and degree of compliance with Model Contract	10%

All Proposals first will be evaluated to determine whether the Proposal meets the RFP minimum qualifications stated in Section II; Part 3 Minimum Qualifications.

Proposals deemed to meet all RFP minimum qualifications would then be evaluated (assigned points/score) one time for *each* HTC Zone in the Proposal. This means a Respondent's Proposal may be evaluated up to seven times (once for each HTC Zone available) depending on the number of HTC Zones submitted in the Proposal.

The evaluation panel will conduct the following evaluation process one time for *each* HTC Zone. The scores for each HTC Zone is independent of, and will have no impact on, the scores for the other HTC Zones.

Phase I: The evaluation panel will evaluate Respondent(s) written materials solely on the quality of the responses to all questions and requirements of this RFP using the Evaluation Criteria. The total number of points earned for a HTC Zone proposed will be tallied and rank-ordered based upon the points earned for that HTC Zone. The scores from Phase I, based on the Evaluation Criteria, will account for 100% of the score for the Respondents.

At the end of Phase I, the evaluation panel may elect to award the contract based on Phase I results or, if in the best interest of the County, proceed with interviews in Phase II for the highest-rated Respondents in Phase I.

Phase I would be an evaluation of the written proposal based on the Evaluation Criteria for all Respondent(s).

Phase II would be an evaluation of an interview for only the highest-rated Respondents in Phase I, which would be invited to participate in Phase II. The evaluation panel has the right to determine whether to proceed with Phase II and to determine which Respondent(s) would participate in Phase II.

If the County elects to proceed with Phase II, the scores from Phase I will account for 60% of the total score for the highest-rated Respondents invited to participate in Phase II for the HTC Zone. The Respondents County elects not to interview in Phase II will not have a total score for that HTC Zone.

Phase II: If the County elects to proceed with Phase II, the agenda for Phase II will be provided to the highest-rated Respondents upon notification of the interview. The selected highest-rated Respondents must be prepared to travel to the County at their own expense to make their interview within five (5) calendar days after notification. Respondents must be prepared to

discuss all aspects of the Proposal in detail, including technical questions. Respondents will not be allowed to alter or amend the Proposal through the interview. If the County elects to proceed with Phase II, the scores from Phase II will be 40% of the total score for the selected highest-rated Respondents for the HTC Zone. The Respondents the County elects not to interview in Phase II will not have a total score for that HTC Zone.

The County reserves the right to conduct, or not to conduct, Phase II. The decision whether to proceed with Phase II rests solely with the County and the decision of the DPA is final. The County reserves the right to select the number of Respondents to participate in Phase II, if conducted, and to select additional Respondents to participate in Phase II after Phase II has begun if it is in the best interest of the County.

Any inquiry to determine the responsibility of a Respondent to this RFP may be conducted. Respondent agrees that the submission of a Proposal is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. Failure to comply with any such request may disqualify a Respondent from further consideration.

G. SELECTION/AWARD PROCEDURES

Upon completion of the evaluation process, the evaluation panel will make a recommendation to the County DPA for award of a contract to one or more Respondents for each HTC Zone. Final award determination shall be subject to past performance of the recommended Respondent(s), which may include reference checks, and shall require Board of Supervisors' approval. A failure to provide references upon request may result in a contract not being awarded to the selected Respondent(s).

The Model Contract contained in Section III of this solicitation is the contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions and scope of work set forth in this solicitation and Respondent's proposal, including special conditions and requirements and those added by addendum and necessary attachments to reflect the Respondent's proposal and qualifications.

Negotiations may or may not be conducted with the Respondents; therefore, proposals submitted should contain Respondent's most favorable terms and conditions, since the selection and award may be made without further discussion. **Any exceptions to the terms and conditions of the proposed Model Contract regarding Respondent's inability to comply with any of the provisions thereof are to be declared in the response to the RFP in Section II; Part 1; "X. Statement of Compliance."**

If County is unable to negotiate a contract in a timely manner or satisfactorily, the County, in its sole discretion, may terminate negotiations with the selected Respondent(s) and begin negotiations with the next Respondent(s).

County reserves the right to: a) negotiate the final contract with any Respondent(s); b) withdraw this RFP in whole or in part at any time without prior notice (County makes no representations that any contract will be awarded to any Respondent responding to this RFP); c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondents; and/or d) reject any proposal as non-responsive, if the proposal is conditional, incomplete or deviates significantly from the services requested in this RFP.

H. ORANGE COUNTY W-9 REQUIREMENTS

1) DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9 REQUIREMENT

Effective June 3, 2006, all contractors entering into a contract with the County who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal form W-9 or a federal form W-8 for foreign vendors. The County will inform the contractor, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within ten (10) business days of notification of selection of award of Contract but prior to official award of Contract, the selected contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent the required W-9 or W-8. **A 587/590 Form may be required for out of state Respondents**.

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. County reserves the right to make ANY inquiry into the responsibility of Respondent. Proposals are not limited in size. However, expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired.

Proposals must include five (5) tabbed sections and must be indexed in the order outlined below:

- PART #1: Compliance Certifications
- PART #2: Company Profile
- PART #3: Minimum Qualifications
- PART #4: Respondent's Proposal
- PART #5: Staffing Plan

In addition, for PART #4, the tabbed section must be divided into seven (7) subsections and must be indexed in the order outlined below:

- HTC Zone 1 Response
- HTC Zone 2 Response
- HTC Zone 3 Response
- HTC Zone 4 Response
- HTC Zone 5 Response
- HTC Zone 6 Response
- HTC Zone 7 Response

PART 1:

COMPLIANCE CERTIFICATIONS

(Complete this section and submit as *Part 1* in the first tabbed section of Proposal.)

I. Cover Page/Executive Summary

All Proposals must be accompanied by a cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind the Respondent. If the Respondent is a corporation, then two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation. An unsigned or improperly signed proposal submission is grounds for rejection of the proposal and disqualification from further participation in this RFP process.

In addition, all Proposals shall include in this first tabbed section, the Cover Page of this RFP and any subsequent addenda issued to this RFP, signed by person(s) with authority to bind the Respondent.

II. Validity of Proposal

County requires that all Proposals be valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date. Submissions not valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date will be considered non-responsive. The Respondent shall state the length of time for which the submitted Proposal shall remain valid below.

Respondent hereby certifies that Respondent's Proposal is valid for three hundred sixty-five (365) days from the RFP Closing Date.

_____ _____

Validity of Proposal (in days) Signature required

III. Certification of Understanding

County assumes no responsibility for any understanding or representation made by any of its officers, employees or agents during or prior to the execution of any contract resulting from this solicitation unless:

A. Such understanding or representations are expressly stated in the contract; and,

B. The contract expressly provides that the County assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the contract shall be deemed only for the information of the Respondent.

By signing below, Respondent certifies that such understanding has been considered in its Proposal.

_____

(Signature required)

IV. **Minimum Qualifications Statement**

Respondent hereby certifies that it meets all minimum qualifications and requirements set forth in Section II of this RFP by signing below.

(Signature required)

V. **Certificate of Insurance**

Respondent hereby certifies Respondent's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract, Article O. Insurance Provision, by signing below.

(Signature required)

VI. **W-9 Requirements**

Respondent certifies its willingness and ability to provide the required W-9 Requirements as indicated in Section I by signing below**.**

(Signature required)

VII. **Conflict of Interest**

Respondent must certify either a or b by signing below:

a. Respondent certifies current/past financial, business or other relationship(s) with the County exist/existed as follows:

   i. Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services Respondent proposes to provide.

(Signature required)

OR

b. Respondent certifies that no relationships exist/existed as outlined in item a. above.

(Signature required)

*Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency.

VIII. **Litigation**

Respondent must certify either a or b by signing below:

a. Respondent certifies current/past litigation as follows:

i. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent, or any company that holds a controlling interest in Respondent, against the County of Orange in the past seven (7) years.

ii. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven (7) years.

_____

(Signature required)

OR

b. Respondent certifies that Respondent and all proposed subcontractors do not have any past or current litigation as outlined in a. above.

_____

(Signature required)

IX. **Name/Ownership Changes**

Respondent must certify either a or b by signing below:

a. Respondent certifies past company name changes and/or ownership changes, for Respondent's firm and any proposed subcontractor firm, as follows:

i. Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.

ii. Respondent shall provide detailed information regarding any company ownership changes (including any associated business name changes) in the past seven (7) years.

_____

(Signature required)

OR

b. Respondent certifies that Respondent and all proposed subcontractors have not had any company name changes or ownership changes in the past seven (7) years as outlined in a. above.

_____

(Signature required)

X. **Statement of Compliance**

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP. ***Respondent must certify either A or B by signing below:***

A. This response is in strict compliance with this RFP including but not limited to, the terms and conditions set forth in Section III - Model Contract and its Attachments, and no exceptions thereto are proposed.

_____

(Signature required)

OR

B. This response is in strict compliance with this RFP including but not limited to, the terms and conditions set forth in Section III - Model Contract and its Attachments, except for those proposed exceptions expressly listed in a separate attachment hereto.

_____

(Signature required)

i. Attachment for each proposed exception must include:

1. The RFP page number and section of the provision Respondent is taking exception to;
2. The complete provision Respondent is taking exception to;
3. The suggested rewording by way of tracked changes (Microsoft Word Format);
4. Reason(s) for submitting the proposed exception;
5. Any impact the proposed exception may have on the services to be provided.

XI. **Financial Status**

Respondent shall indicate whether Respondent, its principals, directors, or majority shareholder(s), or any company Respondent has held a controlling interest in, or which has held a controlling interest in Respondent, has ever filed or has been involuntarily put into bankruptcy or has been declared bankrupt. If yes, attach statement indicating the bankruptcy date, court jurisdiction, trustee's name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy. **Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Respondent. Please check all that apply.**

☐ No action pending ☐ No prior action ☐ Information Attached

XII. **References**

Respondent certifies its willingness and ability to provide, upon County's request, a minimum of three (3) references from legal entities for which Respondent has performed or is performing similar services to those required under this RFP by signing below.

_____

(Signature required)

PART 2:

COMPANY PROFILE

(Complete this form and submit as *Part 2* in the second tabbed section of Proposal)

Company Legal Name:_____

Company Legal Status (corporation, partnership, sole proprietor, etc.):_____

Business Address:_____

Website Address:_____

Telephone Number: (___) _____ Facsimile Number: (___) _____

Email Address:_____

Length of time the firm has been in business:_____ Length of time at current location:_____

Is your firm a sole proprietorship doing business under a different name? _____ Yes _____ No

If yes, please indicate sole proprietor's name and the name you are doing business under:_____

_____

Is your firm incorporated?_____ Yes _____ No If yes, State of Incorporation:_____

Federal Taxpayer ID Number_____ *D-U-N-S® No._____

**County requires a valid D-U-N-S® number prior to Contract Award. If needed, Respondent may obtain one at no cost at www.dnb.com. If Respondent is unable to provide/obtain a D-U-N-S® number, Respondent must indicate so in the proposal response.*

Regular business hours:_____

Regular holidays and hours when business is closed:_____

Contact person in reference to this solicitation:_____

Telephone Number: (___) _____ Facsimile Number: (___) _____

Email Address:_____

Contact person for accounts payable:_____

Telephone Number: (___) _____ Facsimile Number: (___) _____

Email Address:_____

Name of Project Manager:_____

Telephone Number: (___) _____ Facsimile Number: (___) _____

Email Address:_____

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours:_____

Telephone Number: (___) _____ Facsimile Number: (___) _____

Email Address:_____ Cell or Pager Number:_____

PART 3:

MINIMUM QUALIFICATIONS

(Complete this section and submit as *Part 3* in the third tabbed section of Proposal)

Respondent must meet all of the following minimum qualifications. Failure to answer or provide any of the items requested below may result in disqualification of your response.

A. MINIMUM QUALIFICATIONS

1 ☐ Respondent has at least two (2) years of community-based outreach experience providing civic engagement outreach.

2 ☐ Respondent proposed a Strategic Plan to provide Activity Type 1 outreach (described in Section III, Model Contract, Attachment A, Scope of Services) for at least one HTC Zone.

PART 4:
RESPONDENT'S PROPOSAL

(Complete this section and submit as *Part 4* in the fourth tabbed section of Proposal)

I. INSTRUCTIONS

Respondents must submit as part of their Proposal responses to the following criteria, completed and clearly identified as such. In addition to providing a printed version of your entire Proposal, you must enclose a copy on a USB/flash drive. The electronic version must be in Microsoft Word format.

II. DEFINITIONS

Contractor: Successful Respondent(s)

County Lead: County agency assigned project lead

DPA: Deputy Purchasing Agent

County: County of Orange

CBO: Community-Based Organization, which definition may include non-profits, school districts, and neighborhood associations

HTC: Hard-to-Count

CCC Office: California Complete Count Office

QAC: Questionnaire Assistance Centers

NRFU: Non-Response Follow-Up

OCCCC: OC Complete Count Committee

FRCs: Family Resource Centers

Local CCCs: Local Complete Count Committees in zone, including city, ethnic, and sector committees

III. PROPOSAL COMPONENTS

Respondent must divide this section into seven (7) subsections, labelled as follows: HTC Zone 1 Response, HTC Zone 2 Response, HTC Zone 3 Response, HTC Zone 4 Response, HTC Zone 5 Response, HTC Zone 6 Response, and HTC Zone 7 Response. Respondent(s) must provide a response to the following criteria for each HTC Zone. If Respondent is not submitting a proposal for one or more HTC Zones, Respondent must state "Not Applicable" under the subsection for those HTC Zones.

1. **Firm's background, qualifications and related experience**

   a) Respondent(s) shall give a brief synopsis and describe the CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based.

   b) Respondent(s) shall describe Respondent's role serving the community and regular operations, including history and day-to-day activities.

   c) Respondent(s) shall describe Respondent's experience working with HTC communities and populations.

   d) Respondent(s) shall describe how Respondent successfully performed previous outreach services in the public sector arena similar to the outreach services proposed in response to this RFP. The description should include examples involving services for at least two (2) public agencies that provides a project description, the outcomes achieved, the key personnel used, the length of time the outreach services were performed, and the cost to the public agencies for Respondent to provide those outreach services.

e) Respondent(s) shall provide documentation validating the minimum qualifications set forth in Section II, Part 3.

f) Respondent(s) shall confirm Respondent(s) did not propose a Strategic Plan to provide 2020 Census-related services for which Respondent is under contract to perform or applied to perform for another organization. Respondent also shall provide a copy of the Scope of Work for any and all services related to 2020 Census for which Respondent(s) have already contracted to perform or applied to perform for another organization. If there is more than one contract, Respondent(s) shall add a cover page for each contract describing the contract, including the dollar amount and awarding organization.

g) Respondent(s) shall describe any partnerships Respondent has with the following organizations: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments. Please describe the relationship with each organization, including the length of time Respondent has worked with each organization.

2. **Firm's Key Personnel and resumes**

a) Respondent(s) shall complete the "Staffing Plan" in Section II, Part V of this RFP and include the completed "Staffing Plan" in the response to Section II, Part IV of this RFP.

b) Respondent(s) shall list the Project Manager and key personnel that are available for the contract duration and will perform the outreach services described in Respondent's Proposal.

c) Respondent(s) shall provide resumes (2-page maximum per staff) for the proposed Project Manager and key personnel. Please do not include personal phone numbers and addresses as all information submitted is subject to the California Public Records Act. Also, please do not include resumes for staff and/or volunteers whom Respondent does not intend to use to perform the outreach services in Respondent's proposal.

d) Respondents(s) shall identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services in Respondent's proposal and the number of staff and volunteers Respondent intends to use to perform the services in Respondent's proposal. If the number of staff and volunteers Respondent intends to use is more than the number currently available, Respondent shall explain how additional staff and volunteers will be recruited to provide the outreach services in Respondent's proposal.

3. **Firm's Strategic Plan, scope of services and methodology to engage the HTC community. Activity Type 1 (Required): Door-to-door/boots-on-the-ground outreach; Activity Type 2 (Optional): Innovative outreach**

a) Respondent(s) shall provide a Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. The proposed approach should include how Respondent intends to deliver focused messages via methods and messengers trusted by the HTC community being targeted. **Services must include Activity Type 1 outreach services and may include Activity Type 2 outreach services, both of which are described under Section III, Model Contract, Attachment A, Scope of Services.**

b) Respondent's strategic plan should identify how they will target HTC populations within the zone the respondent seeks to serve.

c) Respondent(s) shall describe how their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone.

d) Respondent(s) shall describe their CBO connection to the HTC Zone (e.g. language, community involvement, history of services provided, nexus to neighborhood – neighborhood or school associations).

e) Respondent(s) shall include examples of other projects similar to the outreach services approach described.

f) Respondent(s) shall identify how Respondent intends to provide outreach to the HTC communities, including a description of the strategies, tactics and resources for Activity Type 1 outreach services, and Activity Type 2 outreach services if applicable, especially for non-English speakers across Orange County. Respondent(s) shall include an estimated project schedule that details all forms of outreach being proposed (e.g., location and events of proposed outreach).

g) Respondent(s) shall describe how Respondent intends to collaborate with third party organizations to provide the outreach services, including a description of what specific activities Respondent intends to perform in collaboration with the third party organizations. Respondent shall include a discussion of how and whether it intends to collaborate with the 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts; 5) other County Departments; 6) OCCCC; 7) FRCs; and 8) Local CCCs. Further, Respondent shall describe how Respondent intends to make up for the lack of proposed collaboration with the organizations if Respondent is unable to obtain the intended collaboration with the organizations as proposed. County reserves the right to verify each identified organization's commitment.

h) Respondent shall list the type of support it will need from the County in order to provide the outreach services proposed.

4. **Firm's proposed cost**

a) Respondent(s) shall list a flat fee for Activity Type 1 and Activity Type 2, which are described in Section III, Model Contract, Attachment A, Scope of Services, for each HTC Zone being proposed. The fixed fee shall be all inclusive of administrative fees, traveling fees, printed materials, transportation fees and any costs required to provide such services. No additional fees or costs shall be paid beyond the flat fee proposed.

b) Respondent(s)' pricing must include pricing for Activity Type 1 in at least 1 HTC Zone. Respondent(s)' pricing may include pricing for Activity Type 2, but only in the HTC Zones for which Respondent has provided pricing for Activity Type 1.

c) If Respondent does not wish to bid on a particular HTC Zone or on Activity Type 2 for a HTC Zone with a bid for Activity Type 1, please write "No Bid"; please leave no blank spaces.

d) County may add more funds to any resulting Contract or award a contract to previously non-selected Respondent(s), with approval of the Respondent(s), if additional funds become available within 365 days of the RFP Closing Date.

e) County may cancel or reduce funds awarded to a Respondent if Respondent does not meet one or more mutually agreed project schedule deadlines.

Item	Zone Number	Activities	Population to reach	Flat Fee for Activity Type
001	Zone 1	Activity Type 1		$
		Activity Type 2		$
002	Zone 2	Activity Type 1		$
		Activity Type 2		$
003	Zone 3	Activity Type 1		$
		Activity Type 2		$
004	Zone 4	Activity Type 1		$
		Activity Type 2		$
005	Zone 5	Activity Type 1		$
		Activity Type 2		$
006	Zone 6	Activity Type 1		$
		Activity Type 2		$
007	Zone 7	Activity Type 1		$
		Activity Type 2		$

NOTE: Awarded Contract funds from this RFP shall not be used to supplement existing organization's or Census efforts that have been funded by other organizations. Funds must be used on the provision of different services. Respondent certifies by submitting the Proposal that the proposed services are not services already contracted to/or applied to perform with another legal entity. See Part 4, Section III, 1 (f).

PART 5 :
STAFFING PLAN

(Complete this section and submit in *Part 4* in the fourth tabbed section of Proposal)

1. Primary Staff /Key Personnel to perform contract duties

Name	Classification Title	Years of Experience	Number of Years with Respondent
Example: John Smith	*Project Manager*	*10*	*10*

2. Alternate staff/ Key Personnel (for use only if primary staff is not available)

Name	Classification Title	Years of Experience	Number of Years with Respondent
Example: John Smith	*Project Manager*	*10*	*10*

Respondent certifies that the primary staff/key personnel represented in the Proposal are the primary staff/key personnel Respondent intends to use and will use to perform the outreach services proposed for the duration of the awarded contract, unless otherwise requested or approved by the County. Substitution or addition of primary staff/key personnel in any given category or classification will only be allowed with the express prior written consent of the County Census Lead/Project Manager.

Respondent will have the right to involve other staff/personnel, as their services are required, but only with County's express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required.

The County will have the right to remove any of the staff/personnel from providing services to the County under the awarded contract. County will not be required to provide any reason, rationale or factual information for the request to remove any staff/personnel.

SECTION III

MODEL CONTRACT

FOR

REGIONAL COMMUNITY-BASED OUTREACH SERVICES FOR THE 2020 CENSUS

SECTION III: CONTRACT

Model Contract

Table of Contents 28-29
Recitals 30

ARTICLES
GENERAL TERMS AND CONDITIONS

A. Governing Law and Venue 30
B. Entire Contract 30
C. Amendments 30
D. Taxes 31
E. Delivery 31
F. Acceptance/Payment 31
G. Warranty 31
H. Patent/Copyright Materials/Proprietary Infringement 31
I. Assignment or Sub-Contracting 31
J. Non-Discrimination 31-32
K. Termination 32
L. Consent to Breach Not Waiver 32
M. Independent Contractor 32
N. Performance 32
O. Insurance Provision 32-34
P. Changes 34
Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests 34-35
R. Force Majeure 35
S. Confidentiality 35
T. Compliance with Laws 35
U. Freight (F.O.B. Destination) 35
V. Severability 35
W. Attorney Fees 35-36
X. Interpretation 36
Y. Employee Eligibility Verification 36
Z. Indemnification 36
AA. Audits/Inspections 36-37
BB. Contingency of Funds 37
CC. Expenditure Limit 37

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract 37
2. Term of Contract 37
3. Americans with Disabilities Act (ADA) 37
4. Authorization of Warranty 37
5. Breach of Contract 37-38
6. Civil Rights 38
7. Conditions Affecting Work 38
8. Conflict of Interest – Contractor's Personnel 38
9. Conflict of Interest – County Personnel 38
10. Conflict with Existing Law 38
11. Consulting Contract – Follow-On Work 38
12. Contingent Fees 38-39
13. Contractor Bankruptcy/Insolvency 39

14. Contractor's Expense 39
15. Contractor Personnel-Reference Check 39
16. Contractor's Power and Authority 39
17. Contractor's Project Manager and Key Personnel 39
18. Contractor's Records 39
19. Contractor's Work Hours and Safety Standards 39
20. Data- Title To 39
21. Debarment 40
22. Default 40
23. Disputes – Contract 40
24. Drug-Free Workplace 40-41
25. Equal Employment Opportunity 41
26. Errors and Omissions 41-42
27. Gratuities 42
28. Interpretation of Contract 42
29. Limitations of Actions 42
30. Lobbying 42
31. News/Information Release 42
32. No Third-Party Beneficiaries 42
33. Notice of Claims 42
34. Notices 43
35. Ownership of Documents 43
36. Precedence 43
37. Price Increase/Decrease 43
38. Project Manager, County 43
39. Project Schedule 43-44
40. Promotional/Advertisement 44
41. Publication 44
42. Reports/Meetings 44
43. State Funds 44
44. Waivers – Contract 44
45. Model Contract Signature Page 45

ATTACHMENTS

Attachment A – Scope of Services 46-49
Attachment B – Compensation and Pricing 50-52
Attachment C – Staffing Plan 53
Attachment D – County of Orange - HTC Zones Map Index 54

SECTION III: MODEL CONTRACT

CONTRACT TBD
FOR
REGIONAL COMMUNITY-BASED OUTREACH SERVICES FOR THE 2020 CENSUS

This Contract #***TBD*** for Regional Community-Based Outreach Services for the 2020 Census, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and ***TBD***, (hereinafter referred to as "Contractor") with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") to provide Regional Community-Based Outreach Services for the 2020 Census to the County; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or his designee to enter into a Contract for Regional Community-Based Outreach Services for the 2020 Census with Contractor; and

WHEREAS, Contractor agrees to provide Regional Community-Based Outreach Services for the 2020 Census to County as further set forth in the Scope of Services, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept payment set forth in the Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW THEREFORE, the Parties mutually agree as follows:

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, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by 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, price quoted 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 the 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 statement 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 after satisfactory acceptance and completion of each milestone as per Attachment B.

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 its indemnities as identified in paragraph "Z" below, and 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 shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities 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 and expenses but not including attorney's fees.

I. **Assignment or Sub-Contracting**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination**: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to 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, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

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**: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction**.** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the 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 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the 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 the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	$1,000,000 per occurrence

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 13or 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 will state ***AS REQUIRED BY WRITTEN CONTRACT.***

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, 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) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

P. **Changes**: Contractor shall make no changes in the work or perform any additional work without the County's specific 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 the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the 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 the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The 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 the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The 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 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

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 pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Intentionally Omitted.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") 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 Indemnities, 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 agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the 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: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. Scope of Contract: This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide regional community-based outreach services for the 2020 Census under a fixed fee Contract.

2. Term of Contract: This Contract shall commence upon execution of signatures or, upon the approval of the County Board of Supervisors and continue from that date until September 30, 2020, unless otherwise terminated by County. This Contract is non-renewable.

3. Americans with Disabilities Act (ADA): Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

4. Authorization Warranty: The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

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

- Terminate the Contract immediately, pursuant to Section K herein;
- Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

- Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. **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.

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

8. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services Contract or a Contract which includes a consulting component may be awarded a Contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services Contract. Therefore, any consultant that Contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

12. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the

Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

13. Contractor Bankruptcy/Insolvency: If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

14. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

15. Contractor Personnel-Reference Check: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference cheeks, coordinated by the agency/department issuing this Contract.

16. Contractor's Power and Authority: The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the County under this Contract.

17. Contractor's Project Manager and Key Personnel: Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

18. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

19. Contractor Work Hours and Safety Standards: Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws

20. Data- Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

21. Debarment: Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

22. Default: In case of default by Contractor, the County of Orange 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 the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the 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.

23. Disputes – Contract:

a) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

b) The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

c) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

d) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

24. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

a) 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).

b) Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;

ii. The organization's policy of maintaining a drug-free workplace;

iii. Any available counseling, rehabilitation and employee assistance programs; and

iv. Penalties that may be imposed upon employees for drug abuse violations.

c) Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:

i. Will receive a copy of the company's drug-free policy statement; and

ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

e) The Contractor has made false certification, or

f) The Contractor violates the certification by failing to carry out the requirements as noted above.

25. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11426 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. The 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, the Contractor will 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. The Contractor agrees to 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. The Contractor agrees to 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 agrees to 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.

26. 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 Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the

reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.

27. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. Interpretation of Contract: In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

29. Limitations of Actions: No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

30. Lobbying: On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for 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 agreement.

31. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.

32. No Third-Party Beneficiaries: This Contract is an agreement by and between the Parties, and neither: (a) confers 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) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

33. Notice of Claims: Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.

34. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: TBD

County: TBD

cc: TBD

35. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

36. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.

37. **Price Increase/Decrease:** No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed.

38. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

39. **Project Schedule:** The services performed under this Contract shall be done in accordance with the approved project schedule, which may be revised at anytime in County's sole discretion, with Contractor's concurrence. Contractor is responsible for adhering to the approved project schedule.

40. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services.

41. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at 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, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

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

43. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, Contractor must allow Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or County. The State or County shall provide reasonable notice of such audit.

44. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

[CONTRACTOR NAME - TBD]*

*Pursuant to California Corporations Code Section 313, a contractor that is a corporation, must have two (2) signatures: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any 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 demonstrating the legal authority of the signatory to bind the corporation.

Print Name Title

Signature Date

Print Name Title

Signature Date

****

COUNTY OF ORANGE A political subdivision of the State of California

Deputy Purchasing Agent

Print Name Title

Signature Date

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

Print Name Title

Signature Date

ATTACHMENT A
SCOPE OF SERVICES

I. BACKGROUND

The Orange County Board of Supervisors recognizes the need for Regional Community-Based Outreach Services for the 2020 Census in the County Orange and is interested in having Community Based Organizations (CBOs) provide the Outreach Services for the 2020 Census.

Contractor is required to provide targeted person-to-person outreach to Hard-to-Count (HTC) communities and populations within the HTC Zones required in this Attachment A. The description of all HTC Zones in the county is set forth in Attachment D. HTC communities and populations are those identified by the California Complete Count Office (CCC Office), which include:

- Latinos
- African-Americans
- Native Americans and Tribal Communities
- Asian-Americans & Pacific Islanders (API)
- Middle-Eastern North Africans (MENA)
- Immigrants and Refugees
- Farm-workers
- People with Disabilities
- Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
- Seniors/Older Adults
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency

II. DEFINITIONS:

Contractor: Successful Respondent(s)

County Lead: County agency assigned project lead or County Project Manager.

DPA: Deputy Purchasing Agent

County: County of Orange

CBO: Community-Based Organization, Non-profit, School Districts.

HTC: Hart-to-county

CCC Office: California Complete County Office

QAC: Questionnaire Assistance Centers

NRFU: Non-Response Follow-Up

OCCCC: OC Complete Count Committee

FRCs: Family Resource Centers

Local CCCs: Complete Count Committees in zone, including city, ethnic, and sector committees

III. SERVICES:

1. Contractor is encouraged to submit proposals for the Regional community-based outreach services for the 2020 Census, and must propose conducting Activity Type 1 outreach services in at least one HTC Zone and may propose conducting Activity Type 2 outreach services but

only in the HTC Zones for which Contractor proposed conducting Activity Type 1 outreach services.

a) **Activity Type 1:** Door-to-Door/Boots-on-the-Ground Outreach

Activities in this category consist of person-to-person outreach in pre-determined Census tracts or block-groups considered HTC (Attachment D, HTC Zones). Contractor must engage the public through canvassing and other geographic-based activities. Activities must include facilitating conversations about the Census and using County-approved talking points to communicate the importance of the Census. Contractor is required to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources.

b) **Activity Type 2:** Innovative Outreach

County is aware that door-to-door strategies will not work with all HTC communities and populations and that there is a need for innovative outreach. Contractors may propose innovative and cost-effective ideas to engage with HTC communities and populations. Ideas should address the need to educate HTC communities and populations on the Census (see Section V Deliverables below) and/or the need to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources. Some alternate ideas may include, but are not limited to:

- Booths/tabling at community events, fairs, and highly visited areas, such as in front of businesses and supermarkets in HTC Zones (as identified in Attachment D)
- Hosting community events to discuss the 2020 Census, its purpose and key elements
- Establishing Questionnaire Assistance Centers (QAC) in high traffic areas where HTC residents frequently visit.
- Contractor-hosted Census community events, town halls, forums, etc.
- Outreach at faith-based locations
- Connecting with groups using popular and culturally appropriate platforms

c) Contractors may propose, as part of their Strategic Plan, volunteer, at no cost to County, in-kind resources such as access to community events, email blasts, social media presence, phone/text message banking, newsletters and other communications assets.

Contractors who propose matching or in-kind services/funds will be rated higher due to the County and State's commitment to maximizing outreach efforts and resources. In-kind activities may include:

- Providing Census messaging deliverables during regular visits to HTC residents during the Contractor's existing operations
- Promoting the Census in newsletters or other communication mediums owned by the contractor
- Offering no-cost advertising space for Census branding and educational communications

IV. CONTRACT REQUIREMENTS

1. Contractor must participate in a minimum of one subcommittee in the Orange County Complete County Committee, as determined by the County Census Project Manager.
2. Contractor must work with County Census Project Manager, other Census outreach contractors and stakeholders partners as identified and directed by County.
3. Contractor must complete the County reporting requests to comply with Contract terms, including reporting the outcomes of each outreach activity.

4. Contractor must meet with County Census Project Manager on a monthly basis to provide progress updates. Refer to Article 35 "Notices".

5. Contractor must use only County approved outreach materials and messaging, as provided by County. Any other printed materials produced by Contractor must be approved by County prior to sending out.

6. Contractor must dedicate a full-time staff member along with a team of support staff to handle County of Orange issues. Said individual shall be subject to the approval of the County Executive Officer and/or Project Manager/Coordinator.

7. County reserves the right to request changes to the proposed Strategic Plan to meet County needs or new State requirements/mandates.

V. DELIVERABLES

1. **EDUCATE:**

   a) Contractor shall "educate" and inform the public about the Census process, purpose and timeline and inform the public that the Census data is confidential.

   b) Contractor shall inform the public of the importance of the Census and advise that based on the results of this Census, the State and County will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services that will be distributed locally.

   c) Contractor may be required by County to attend monthly meetings with County to report and provide progress updates.

   d) Respondent shall identify how Respondent intends to provide outreach to the HTC communities, including a description and timeline of all forms of outreach being proposed (e.g., location and events of proposed outreach).

2. **MOTIVATE:**

   a) Contractor shall "motivate" the public to participate in the census for the 2020 Census.

   b) Contractor shall work with the public to minimize/eliminate fear of completing the census questionnaire. Instill trust that the government will not use this data in a negative way.

   c) Contractor shall utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.

3. **ACTIVATE:**

   a) Contractor shall engage trusted messengers in trusted environments to help the public, specifically the HTC communities, participate in the census.

   b) Contractor shall conduct and participate in community gatherings and other forums to rally the public to participate in the Census.

   c) Contractor shall collaborate with other stakeholders and across sectors to encourage the public to participate in the census process by filling out the census questionnaire.

   d) Contractor shall provide to the County, data collected during outreach efforts, including phone numbers and activity information related to the collection of each data set.

4. **MEETINGS AND FINAL REPORT:**

   a) Contractor shall meet with County for a kick-off meeting within thirty (30) days of Contract start, during which County will approve the initial project schedule for services provided under this Contract.

b) Contractor must meet monthly with County Lead and other County designees to provide a review of the previous month's outreach services and to obtain County approval on any updates to the previously approved project schedule and outreach services.

c) Contractor must provide a Final Strategic Plan to include at a minimum, the organization's name, how many staff involved, date and time of activity, activity type, brief description of type of activity, identified/list the census tract, include an address, number of impressions, type of household, etc. .

d) Contractor must provide a final report by May 15, 2020. At a minimum, the final report must include:

i. Local responses outcome.

ii. Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign.

iii. Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California.

iv. Evaluations, criteria used and further recommendations for 2030.

ATTACHMENT B
COMPENSATION AND PRICING

I. COMPENSATION: This is a fixed fee Contract between County and Contractor to provide Regional Community-Based Outreach Services for the 2020 Census, as needed and as set forth in Attachment A, "Scope of Services."

Contractor shall receive the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. 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. There will be no up-front fees and Contractor shall only be compensated as set forth herein for work performed in accordance with Attachment A, Scope of Services. **County has no obligation to pay any sum in excess of the Fee specified herein unless authorized by amendment in accordance with Articles "C" and "P" of the County Contract Terms and Conditions.**

II. PRICING:

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and Activity Type 2 outreach services in each HTC Zone specified.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
001	Zone 1	Activity Type 1		$
		Activity Type 2		$
002	Zone 2	Activity Type 1		$
		Activity Type 2		$
003	Zone 3	Activity Type 1		$
		Activity Type 2		$
004	Zone 4	Activity Type 1		$
		Activity Type 2		$
005	Zone 5	Activity Type 1		$
		Activity Type 2		$
006	Zone 6	Activity Type 1		$
		Activity Type 2		$
007	Zone 7	Activity Type 1		$
		Activity Type 2		$

III. CONTRACTOR'S EXPENSE:

a. Fees listed in this Attachment B are inclusive of all administrative fees, operational fees, traveling fees, transportation fees, printed materials fees, parking fees and/or any other costs/fees required to provide such services. No additional fees or costs shall be paid beyond the flat fee stated.

b. Fees received under this Contract shall not be used to supplement outreach services for the 2020 Census being provided by Contractor to another organization.

c. If Contractor hosts or stages conferences or seminars to which County officials or employees are invited, Contractor is not entitled to any additional compensation or reimbursement of costs beyond the compensation allowed in this Attachment B. To the extent Contractor provides County officials or employees with free admission to a conference or seminar, or travel to and from such event, the parties will comply with the provisions of Title 2, Sections 18950.1 et seq. of the California Code of Regulations, and any other applicable law or regulation or County ordinance concerning the provision of services or gifts to public officers or employees.

IV. PAYMENT TERMS –Invoices are to be submitted in arrears to the person specified in this Attachment B, unless otherwise directed in this Contract. Payment milestones shall be set as follows:

Item No	Project Completion*	Amount Due
1st Payment	After Kick-Off Meeting and County's approval of initial project schedule	20 % of total contract amount
2nd Payment	After Contractor's Submission of Report detailing 60% completion of outreach services under this Contract and County's Confirmation of Report details	40% of total contract amount
3rd Payment	After Contractor's Submission of Final Report detailing 100% completion of outreach services under this Contract and County's Confirmation of Report details	40% of total contract amount

*Contractor shall submit an invoice to County lead only after satisfactory completion and County acceptance of each milestone.

Contractor shall reference the Contract number on the invoice. Payment will be net thirty (30) business 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.

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

Payments made by County do 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.

V. PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the Deputy Purchasing Agent.

VI. INVOICING INSTRUCTIONS:

Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

a. Contractor's name and address
b. Contractor's remittance address, if different from 1, above
c. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
d. Name of County agency/department
e. Delivery/service address
f. Master Agreement (MA); Contract (CT); or Purchase Order (PO) number
g. Date of order
h. Product/service description, quantity, and prices
i. Sales tax, if applicable
j. Freight/delivery charges, if applicable
k. Total

Invoice(s) are to be sent to:

Attn: TBD
CEO Special Projects Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

ATTACHMENT C
STAFFING PLAN

I. Primary Staff /Key Personnel to perform Contract duties

Name	Classification Title	Years of Experience	Number of Years with Contractor

II. Alternate staff/ Key Personnel (for use only if primary staff is not available)

Name	Classification Title	Years of Experience	Number of Years with Contractor

Contractor certifies that the primary staff/key personnel in this Attachment C will be used to perform the outreach services for the duration of the Contract, unless otherwise requested or approved by the County. Substitution or addition of primary staff/key personnel in any given category or classification is not allowed unless Contractor receives express prior written consent of the County Census Lead/Project Manager. ***Note: The written approval of substituted Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

Contractor has the right to involve staff/personnel, as their services are required, but only with County's express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required. ***Note: The written approval of additional Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

County has the right to remove any personnel from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information for the request to remove Contractor's staff/personnel and Contractor is required to comply within the time requested.

ATTACHMENT D
COUNTY OF ORANGE - HTC ZONES MAP INDEX

(See Separate Attachment)

EXHIBIT 1

COUNTY OF ORANGE – HTC ZONES MAP AREAS BREAKDOWN

(Please click on link)

https://www.dropbox.com/s/0jzg914f5g1jfv9/Exhibit%201%20%E2%80%93%20Detailed%20HTC%20Zones%20Map%20Breakdown%20by%20Census%20Tract.pdf?dl=0

Attachment C

Evaluation Criteria	Weight	Proposer: Vision y Compromiso										Score	Weighted
Written Criteria	100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Firm's background, qualifications, references and related experier	20%	4.00	16	3.00	12	3.00	12	3.00	12	4.00	16	14	14
Criteria 2 - Firm's Key Personnel, Experience and Resumes	20%	4.00	16	3.00	12	4.00	16	3.00	12	4.00	16	14	14
Criteria 3 - Firm's Strategic Plan, Scope Of Services and Methodology to eng	35%	4.00	28	3.00	21	3.00	21	3.00	21	4.00	28	24	24
Criteria 4 - Firm's Proposed Cost	15%	4.00	12	3.00	9	4.00	12	3.00	9	3.00	9	10	10
Criteria 5 - Organization, Completeness of proposal response, overall quality	10%	4.00	8	3.00	6	3.00	6	3.00	6	4.00	8	7	7
Grand Total - Must Equal 100%	**100%**	20.0	80.0	15.0	60.0	17.0	67.0	15.0	60.0	19.0	77.0	69	69

Evaluation Criteria	Weight	Proposer: City of Santa Ana										Score	Weighted
Written Criteria	100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Firm's background, qualifications, references and related experier	20%	5.00	20	4.00	16	5.00	20	4.00	16	5.00	20	18	18
Criteria 2 - Firm's Key Personnel, Experience and Resumes	20%	5.00	20	4.00	16	4.00	16	4.00	16	4.00	16	17	17
Criteria 3 - Firm's Strategic Plan, Scope Of Services and Methodology to eng	35%	4.00	28	4.00	28	4.00	28	4.00	28	4.00	28	28	28
Criteria 4 - Firm's Proposed Cost	15%	4.00	12	3.00	9	3.00	9	3.00	9	4.00	12	10	10
Criteria 5 - Organization, Completeness of proposal response, overall quality	10%	5.00	10	4.00	8	4.00	8	4.00	8	4.00	8	8	8
Grand Total - Must Equal 100%	**100%**	23.0	90.0	19.0	77.0	20.0	81.0	19.0	77.0	21.0	84.0	82	82

Attachment C

Evaluation Criteria	Weight	Proposer: Coalition for Humane Immigrant Rights										Score	Weighted
Written Criteria	100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Firm's background, qualifications, references and related experien	20%	5.00	20	4.00	16	4.00	16	4.00	16	4.00	16	17	17
Criteria 2 - Firm's Key Personnel, Experience and Resumes	20%	3.00	12	3.00	12	3.00	12	3.00	12	3.00	12	12	12
Criteria 3 - Firm's Strategic Plan, Scope Of Services and Methodology to eng	35%	3.00	21	3.00	21	4.00	28	3.00	21	4.00	28	24	24
Criteria 4 - Firm's Proposed Cost	15%	3.00	9	3.00	9	4.00	12	3.00	9	4.00	12	10	10
Criteria 5 - Organization, Completeness of proposal response, overall quality	10%	3.00	6	3.00	6	4.00	8	3.00	6	3.00	6	6	6
Grand Total - Must Equal 100%	**100%**	17.0	68.0	16.0	64.0	19.0	76.0	16.0	64.0	18.0	74.0	69	69

Evaluation Criteria	Weight	Proposer: Santa Ana Unified School District										Score	Weighted
Written Criteria	100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Firm's background, qualifications, references and related experien	20%	5.00	20	4.00	16	5.00	20	4.00	16	4.00	16	18	18
Criteria 2 - Firm's Key Personnel, Experience and Resumes	20%	5.00	20	4.00	16	5.00	20	4.00	16	4.00	16	18	18
Criteria 3 - Firm's Strategic Plan, Scope Of Services and Methodology to eng	35%	5.00	35	4.00	28	5.00	35	4.00	28	4.00	28	31	31
Criteria 4 - Firm's Proposed Cost	15%	4.00	12	4.00	12	4.00	12	4.00	12	4.00	12	12	12
Criteria 5 - Organization, Completeness of proposal response, overall quality	10%	5.00	10	4.00	8	5.00	10	5.00	10	4.00	8	9	9
Grand Total - Must Equal 100%	**100%**	24.0	97.0	20.0	80.0	24.0	97.0	21.0	82.0	20.0	80.0	87	87

Evaluation Criteria	Weight	Proposer: Community Action Partnertship of Orange County										Score	Weighted
Written Criteria	100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Firm's background, qualifications, references and related experier	20%	5.00	20	4.00	16	5.00	20	4.00	16	4.00	16	18	18
Criteria 2 - Firm's Key Personnel, Experience and Resumes	20%	5.00	20	4.00	16	5.00	20	4.00	16	4.00	16	18	18
Criteria 3 - Firm's Strategic Plan, Scope Of Services and Methodology to eng	35%	5.00	35	4.00	28	5.00	35	4.00	28	4.00	28	31	31
Criteria 4 - Firm's Proposed Cost	15%	5.00	15	4.00	12	5.00	15	4.00	12	4.00	12	13	13
Criteria 5 - Organization, Completeness of proposal response, overall quality	10%	5.00	10	4.00	8	5.00	10	4.00	8	4.00	8	9	9
Grand Total - Must Equal 100%	**100%**	25.0	100.0	20.0	80.0	25.0	100.0	20.0	80.0	20.0	80.0	88	88

Evaluation Criteria	Weight	Proposer: AltaMed Health Services Corp										Score	Weighted
Written Criteria	100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Firm's background, qualifications, references and related experier	20%	4.00	16	4.00	16	4.00	16	4.00	16	4.00	16	16	16
Criteria 2 - Firm's Key Personnel, Experience and Resumes	20%	4.00	16	4.00	16	3.00	12	4.00	16	3.00	12	14	14
Criteria 3 - Firm's Strategic Plan, Scope Of Services and Methodology to eng	35%	4.00	28	4.00	28	4.00	28	4.00	28	4.00	28	28	28
Criteria 4 - Firm's Proposed Cost	15%	4.00	12	4.00	12	4.00	12	4.00	12	4.00	12	12	12
Criteria 5 - Organization, Completeness of proposal response, overall quality	10%	4.00	8	4.00	8	3.00	6	4.00	8	4.00	8	8	8
Grand Total - Must Equal 100%	**100%**	20.0	80.0	20.0	80.0	18.0	74.0	20.0	80.0	19.0	76.0	78	78

Evaluation Criteria	Weight	Proposer: Multi-Ethnic Collaborative of Community Agencies										Score	Weighted
Written Criteria	100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Firm's background, qualifications, references and related experier	20%	5.00	20	4.00	16	4.00	16	5.00	20	4.00	16	18	18
Criteria 2 - Firm's Key Personnel, Experience and Resumes	20%	4.00	16	4.00	16	4.00	16	5.00	20	4.00	16	17	17
Criteria 3 - Firm's Strategic Plan, Scope Of Services and Methodology to eng	35%	3.00	21	3.00	21	3.00	21	3.00	21	3.00	21	21	21
Criteria 4 - Firm's Proposed Cost	15%	3.00	9	3.00	9	3.00	9	3.00	9	3.00	9	9	9
Criteria 5 - Organization, Completeness of proposal response, overall quality	10%	3.00	6	3.00	6	3.00	6	3.00	6	4.00	8	6	6
Grand Total - Must Equal 100%	**100%**	18.0	72.0	17.0	68.0	17.0	68.0	19.0	76.0	18.0	70.0	71	71

Evaluation Criteria	Weight	Proposer: Latino Health Access										Score	Weighted
Written Criteria	100%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Criteria 1 - Firm's background, qualifications, references and related experier	20%	5.00	20	4.00	16	4.00	16	5.00	20	5.00	20	18	18
Criteria 2 - Firm's Key Personnel, Experience and Resumes	20%	4.00	16	3.00	12	3.00	12	3.00	12	4.00	16	14	14
Criteria 3 - Firm's Strategic Plan, Scope Of Services and Methodology to eng	35%	4.00	28	3.00	21	3.00	21	3.00	21	3.00	21	22	22
Criteria 4 - Firm's Proposed Cost	15%	3.00	9	3.00	9	3.00	9	3.00	9	3.00	9	9	9
Criteria 5 - Organization, Completeness of proposal response, overall quality	10%	5.00	10	4.00	8	4.00	8	4.00	8	4.00	8	8	8
Grand Total - Must Equal 100%	**100%**	21.0	83.0	17.0	66.0	17.0	66.0	18.0	70.0	19.0	74.0	72	72

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Vision y Compromiso**

Evaluator Number: **1**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **City of Santa Ana**
Evaluator Number: **1**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	5	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	5	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Coalition for Humane Immigrant Rights (CHIRLA)**

Evaluator Number: **1**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	3	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	3	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	3	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Attachment C

Proposer's Name: **Santa Ana Unified School District**
Evaluator Number: **1**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	5	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	5	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	5	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Community Action Partnership of Orange County**

Evaluator Number: **1**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	5	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	5	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	5	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	5	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **AltaMed Health Services Corp.**

Evaluator Number: **1**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Multi-Ethnic Collaborative of Community Agencies**

Evaluator Number: **1**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	3	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	3	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Latino Health Access**

Evaluator Number: **1**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	5	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Vision y Compromiso**

Evaluator Number: **2**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**		0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.		3	
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**		0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan" • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services		3	
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**		0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2 • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.		3	
RESPONDENT'S COST OF PROPOSAL	**15**		0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2		3	
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**		0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized; • RFP requirements are addressed and adhered to; • Minimal exceptions or acceptable exceptions, no exceptions noted.		3	
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **City of Santa Ana**

Evaluator Number: **2**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**		0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.		4	
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**		0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.		4	
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**		0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.		4	
RESPONDENT'S COST OF PROPOSAL	**15**		0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2		3	
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**		0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.		4	
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Coalition for Humane Immigrant Rights (CHIRLA)**

Evaluator Number: **2**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**		0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.		4	
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**		0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.		3	
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**		0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.		3	
RESPONDENT'S COST OF PROPOSAL	**15**		0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2		3	
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**		0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.		3	
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Santa Ana Unified School District**

Evaluator Number: **2**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**		0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.		4	
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**		0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.		4	
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**		0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.		4	
RESPONDENT'S COST OF PROPOSAL	**15**		0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2		4	
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**		0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.		4	
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Community Action Partnership of Orange County**
Evaluator Number: **2**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**		0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.		4	
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**		0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.		4	
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**		0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.		4	
RESPONDENT'S COST OF PROPOSAL	**15**		0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2		4	
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**		0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.		4	
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Attachment C

Proposer's Name: **AltaMed Health Services Corp.**
Evaluator Number: **2**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**		0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.		4	
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**		0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.		4	
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**		0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.		4	
RESPONDENT'S COST OF PROPOSAL	**15**		0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2		4	
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**		0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.		4	
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Multi-Ethnic Collaborative of Community Agencies**

Evaluator Number: **2**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**		0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.		4	
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**		0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.		4	
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**		0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.		3	
RESPONDENT'S COST OF PROPOSAL	**15**		0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2		3	
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**		0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.		3	
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Attachment C

Latino Health Access

Proposer's Name:
Evaluator Number: **2**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**		0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.		4	
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**		0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.		3	
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**		0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.		3	
RESPONDENT'S COST OF PROPOSAL	**15**		0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2		3	
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**		0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.		4	
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Vision y Compromiso**

Evaluator Number: **3**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	3	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan" • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	3	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2 • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	3	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized; • RFP requirements are addressed and adhered to; • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **City of Santa Ana**

Evaluator Number: **3**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan" • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2 • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized; • RFP requirements are addressed and adhered to; • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Coalition for Humane Immigrant Rights (CHIRLA)**

Evaluator Number: **3**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	3	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan" • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2 • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized; • RFP requirements are addressed and adhered to; • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Santa Ana Unified School District**

Evaluator Number: **3**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	5	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan" • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	5	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2 • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	5	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized; • RFP requirements are addressed and adhered to; • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Community Action Parnership of Orange County**

Evaluator Number: **3**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	5	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan" • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	5	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2 • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	5	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	5	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized; • RFP requirements are addressed and adhered to; • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **AltaMed Health Services Corp.**
Evaluator Number: **3**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	3	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	3	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Multi-Ethnic Collaborative of Community Agencies**

Evaluator Number: **3**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	3	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	3	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Attachment C

Latino Health Access

Proposer's Name:
Evaluator Number: **3**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	3	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	3	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Vision y Compromiso**

Evaluator Number: **4**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**		0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.		3	
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**		0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan" • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services		3	
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**		0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2 • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.		3	
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**		0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized; • RFP requirements are addressed and adhered to; • Minimal exceptions or acceptable exceptions, no exceptions noted.		3	
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **City of Santa Ana**

Evaluator Number: **4**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Coalition for Humane Immigrant Rights (CHIRLA)**

Evaluator Number: **4**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	3	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	3	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	3	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Santa Ana Unified School District**

Evaluator Number: **4**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	5	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Attachment C

Proposer's Name: **Community Action Partnership of Orange County**
Evaluator Number: **4**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **AltaMed Health Services Corp.**
Evaluator Number: **4**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: **Multi-Ethnic Collaborative of Community Agencies**

Evaluator Number: **4**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	5	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	3	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	3	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Latino Health Access

Proposer's Name:
Evaluator Number: **4**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	3	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	3	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: Vision y Compromiso
Evaluator Number:

Vision y Compromiso
5

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan" • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2 • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized; • RFP requirements are addressed and adhered to; • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: City of Santa Ana
Evaluator Number:

City of Santa Ana
5

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: CHIRLA — **Coalition for Humane Immigrant Rights (CHIRLA)**

Evaluator Number: **5**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	3	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	3	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: Santa Ana Unified School District
Evaluator Number:

Santa Ana Unified School District
5

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: CAPOC

Community Action Partnership of Orange County

Evaluator Number: **5**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet
RFP # 017-C023928-YG
Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: Altamed — **AltaMed Health Services Corp.**
Evaluator Number: **5**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	3	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	4	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	4	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Proposer's Name: MECCA

Multi-Ethnic Collaborative of Community Agencies

Evaluator Number: **5**

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	4	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	3	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

FINAL Evaluation Scoring Sheet

RFP # 017-C023928-YG

Regional Community-Based Outreach Services for the 2020 Census

Attachment C

Proposer's Name: Latino Health Access

Latino Health Access

Evaluator Number:

5

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
RESPONDENT'S BACKGROUND, QUALIFICATIONS, REFENRENCES AND RELATED EXPERIENCE	**20**	5	0
Proposal demonstrates: • CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based. • Respondent's role serving the community and regular operations, including history and day-to-day activities. • Respondent's experience working with HTC communities and populations. • Respondent successfully performed previous outreach services in the public sector. • And provides documentation validating the minimum qualifications. •And confirms did not propose a Strategic Plan to provide '20 Census related services under other Contract. •Describe any partnerships: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments.			
FIRMS KEY PERSONNEL, EXPERIENCE AND RESUMES	**20**	4	0
Proposal demonstrates: • Complete the "Staffing Plan" and nclude the completed "Staffing Plan". • List the Project Manager and key personnel that are available for the contract duration and will perform the outreach services. • Resumes (2-page max per staff) for the proposed Project Manager and key personnel. • Identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services.			
RESPONDENT'S STRATEGIC PLAN, SCOPE OF SERVICES AND EVALUATION OF METHODOLOGY TO ENGAGE THE HTC COMMUNITY	**35**	3	0
Proposal demonstrates: •A Strategic Plan that includes Respondent's proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. • Strategic plan should identify how they will target HTC populations within the zone. • How their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone. • And include examples of other projects similar to the outreach services. • And intends to provide outreach to the HTC Comm, including a description AT1 & AT2. • And intends to collaborate with third party organizations to provide the outreach services. • List the type of support it will need from the County in order to provide the outreach services: a) Ability to respond on-site in a timely fashion to urgent or emergency requests.			
RESPONDENT'S COST OF PROPOSAL	**15**	3	0
• A flat fee for Activity Type 1 and Activity Type 2 • Pricing must include pricing for AT1 in at least 1 HTC Zone & pricing may include AT2			
PROPOSAL ORGANIZATION/COMPLETENESS OF RESPONSE AND DEGREE OF COMPLIANCE WITH COUNTY MODEL CONTRACT	**10**	4	0
• Completeness of response in accordance with RFP instructions: • Proposal is complete, comprehensive, and well-organized. • RFP requirements are addressed and adhered to. • Minimal exceptions or acceptable exceptions, no exceptions noted.			
Respondent Total	100		0
Total Weighted Possible Score			500
Converted to 100 point score total			0

CONTRACT NUMBER MA-017-20010774
BETWEEN
COUNTY OF ORANGE
AND
ALTAMED HEALTH SERVICES CORP
FOR
REGIONAL COMMUNITY-BASED OUTREACH SERVICES FOR THE 2020 CENSUS

This Contract MA-017-20010774 for Regional Community-Based Outreach Services for the 2020 Census (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and **AltaMed Health Services Corporation**, with a place of business at **2040 Camfield, Los Angeles, CA 90040** (hereinafter referred to as "Contractor"), with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") to provide Regional Community-Based Outreach Services for the 2020 Census to the County; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or his designee to enter into a Contract for Regional Community-Based Outreach Services for the 2020 Census with Contractor; and

WHEREAS, Contractor agrees to provide Regional Community-Based Outreach Services for the 2020 Census to County as further set forth in the Scope of Services, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept payment set forth in the Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW THEREFORE, the Parties mutually agree as follows:

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, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by 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, price quoted 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 the 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 statement 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 after satisfactory acceptance and completion of each milestone as per Attachment B.

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 its indemnities as identified in paragraph "Z" below, and 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 shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities 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 and expenses but not including attorney's fees.

I. **Assignment or Sub-Contracting**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination**: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this

provision shall subject Contractor to 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, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

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**: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction**.** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the 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 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the 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 the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or

subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	$1,000,000 per occurrence

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 13or 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 will state ***AS REQUIRED BY WRITTEN CONTRACT.***

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, 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) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

P. **Changes**: Contractor shall make no changes in the work or perform any additional work without the County's specific 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 the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the 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 the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The 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 the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The 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 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

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 pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Intentionally Omitted.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") 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 Indemnities, 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 agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the 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:** The Contractor shall notify the County of Orange assigned Deputy

Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract**: This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide regional community-based outreach services for the 2020 Census under a fixed fee Contract.

2. **Term of Contract:** This Contract shall commence upon execution of signatures or, upon the approval of the County Board of Supervisors and continue from that date until September 30, 2020, unless otherwise terminated by County. This Contract is non-renewable.

3. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

4. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

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

    - Terminate the Contract immediately, pursuant to Section K herein;
    - Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
    - Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
    - Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. **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.

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

8. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services Contract or a Contract which includes a consulting component may be awarded a Contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services Contract. Therefore, any consultant that Contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

12. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

    For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

13. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

14. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

15. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference cheeks, coordinated by the agency/department issuing this Contract.

16. Contractor's Power and Authority: The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the County under this Contract.

17. Contractor's Project Manager and Key Personnel: Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

18. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

19. Contractor Work Hours and Safety Standards: Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws

20. Data- Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

21. Debarment: Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

22. Default: In case of default by Contractor, the County of Orange 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 the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the 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.

23. Disputes – Contract:

a) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

b) The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

c) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

d) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

24. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

a) 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).

b) Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;
ii. The organization's policy of maintaining a drug-free workplace;
iii. Any available counseling, rehabilitation and employee assistance programs; and
iv. Penalties that may be imposed upon employees for drug abuse violations.

c) Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:

i. Will receive a copy of the company's drug-free policy statement; and
ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

e) The Contractor has made false certification, or

f) The Contractor violates the certification by failing to carry out the requirements as noted above.

25. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11426 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. The 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, the Contractor will 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. The Contractor agrees to 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. The Contractor agrees to 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 agrees to 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.

26. 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 Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.

27. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. Interpretation of Contract: In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

29. Limitations of Actions: No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

30. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for 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 agreement.

31. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.

32. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers 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) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

33. **Notice of Claims**: Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.

34. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: AltaMed Health Services Corporation
Attn: Nena Davis, VP Of Operations
2040 Camfield,
Los Angeles, CA 90040
Phone: (323) 889-7343

cc: AltaMed Health Services Corporation
Attn: Jennie Carreon, AVP of Civic Engagement
Phone: (323) 558-7669

County: County of Orange
County Executive Office
Attn: Saul Viramontes, Special Project Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701
Phone: (714) 834-4755

cc: County of Orange
CEO/County Procurement Office
Attn: Yarida Guzman, Deputy Purchasing Agent
1300 S. Grand Avenue
Building A – 2nd Floor
Santa Ana, CA 92705
Phone: (714) 567-7368

35. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

36. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.

37. Price Increase/Decrease: No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed.

38. Project Manager, County: The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

39. Project Schedule: The services performed under this Contract shall be done in accordance with the approved project schedule, which may be revised at anytime in County's sole discretion, with Contractor's concurrence. Contractor is responsible for adhering to the approved project schedule.

40. Promotional/Advertisement: County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services.

41. Publication: No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at 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, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

42. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall

provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

43. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, Contractor must allow Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or County. The State or County shall provide reasonable notice of such audit.

44. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

ALTAMED HEALTH SERVICES CORPORATION

*Pursuant to California Corporations Code Section 313, a contractor that is a corporation must have two (2) signatures: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any 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 demonstrating the legal authority of the signatory to bind the corporation.

José Esparza	Chief Financial Officer & SVP
Print Name	Title
José N. Esparza	12/10/2019
Signature	Date

Cástulo de la Rocha	President & CEO
Print Name	Title
Cástulo de la Rocha	12/10/2019
Signature	Date

****

COUNTY OF ORANGE A political subdivision of the State of California

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

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

BRITTANY MCLEAN	DEPUTY COUNTY COUNSEL
Print Name	Title
Brittany Mclean	12/11/19
Signature	Date

ATTACHMENT A
SCOPE OF SERVICES

I. BACKGROUND

The Orange County Board of Supervisors (Board) recognizes the need for Regional Community-Based Outreach Services for the 2020 Census in Orange County. Given this need, the Board is executing contracts with Community Based Organizations (CBOs) to provide various Regional Community-Based Outreach Services for the 2020 Census throughout the county. The Scope of Services that Contractor must provide under this Contract are set forth in this Attachment A.

Contractor must provide targeted person-to-person outreach to Hard-to-Count (HTC) communities and populations within the HTC Zones specified in this Attachment A. A description of all HTC Zones applicable to this Contract is set forth in Attachment D.

HTC communities and populations are those identified by the California Complete Count Office (CCC Office), which include:

- Latinos
- African-Americans
- Native Americans and Tribal Communities
- Asian-Americans & Pacific Islanders (API)
- Middle-Eastern North Africans (MENA)
- Immigrants and Refugees
- Farm-workers
- People with Disabilities
- Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
- Seniors/Older Adults
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency

II. DEFINITIONS

County Lead Coordinator: County agency assigned project lead or County Project Manager.

DPA: Deputy Purchasing Agent

CBO: Community-Based Organization, Non-profit, School Districts.

HTC: Hard-to-Count

CCC Office: California Complete County Office

QAC: Questionnaire Assistance Centers

NRFU: Non-Response Follow-Up

OCCCC: OC Complete Count Committee

FRCs: Family Resource Centers

Local CCCs: Complete Count Committees in zone, including city, ethnic, and sector committees

Shall or Will: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in termination for cause under this Contract.

III. SERVICES

1. Contractor shall provide the following regional community-based outreach services for the 2020 Census:
   a) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 2.
   b) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 5

2. Activity Type 1 and Activity Type 2 outreach services require Contractor to do the following, except to the extent modified in subsection (1) above:

   a) **Activity Type 1:** Door-to-Door/Boots-on-the-Ground Outreach

      Activities in this category consist of person-to-person outreach in pre-determined Census tracts or block-groups considered HTC (Attachment D, HTC Zones). Contractor must engage the public through canvassing and other geographic-based activities. Activities must include facilitating conversations about the Census and using County-approved talking points to communicate the importance of the Census. Contractor is required to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources.

      Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 1 outreach services for each HTC Zone listed in subsection (1) above.

   b) **Activity Type 2:** Innovative Outreach

      County is aware that door-to-door strategies will not work with all HTC communities and populations and that there is a need for innovative outreach. Activities in this category consist of innovative and cost-effective ideas to engage with and to educate HTC communities and populations on the Census (see Section IV Objectives below) and/or to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources. Some alternate ideas may include, but are not limited to:

      - Booths/tabling at community events, fairs, and highly visited areas, such as in front of businesses and supermarkets in HTC Zones (as identified in Attachment D)
      - Hosting community events to discuss the 2020 Census, its purpose and key elements
      - Establishing Questionnaire Assistance Centers (QAC) in high traffic areas where HTC residents frequently visit.
      - Contractor-hosted Census community events, town halls, forums, etc.
      - Outreach at faith-based locations
      - Connecting with groups using popular and culturally appropriate platforms

      Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 2 outreach services for each HTC Zone listed in subsection (1) above.

3. Contractors may propose as part of their proposed strategic plan, which may be incorporated into their final strategic plan, volunteer, no cost to County, in-kind resources such as access to community events, email blasts, social media presence, phone/text message banking, newsletters and other communications assets.

   In-kind activities may include:

   - Providing Census messaging deliverables during regular visits to HTC residents during the Contractor's existing operations
   - Promoting the Census in newsletters or other communication mediums owned by the contractor
   - Offering no-cost advertising space for Census branding and educational communications

4. Contractor is required to perform all activities included in the final strategic plan approved by the County.

IV. OBJECTIVES

In performing the Services under this Contract, Contractor shall achieve the following objectives:

1. **EDUCATE:**

   a) Contractor shall "educate" and inform the public about the Census process, purpose and timeline and inform the public that the Census data is confidential.

   b) Contractor shall inform the public of the importance of the Census and advise that based on the results of this Census, the State and County will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services that will be distributed locally.

2. **MOTIVATE:**

   a) Contractor shall "motivate" the public to participate in the census for the 2020 Census.

   b) Contractor shall work with the public to minimize/eliminate fear of completing the census questionnaire and instill trust that the government will not use this data in a negative way.

   c) Contractor shall utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.

3. **ACTIVATE:**

   a) Contractor shall engage trusted messengers in trusted environments to help the public, specifically the HTC communities, participate in the census.

   b) Contractor shall conduct and participate in community gatherings and other forums to rally the public to participate in the Census.

   c) Contractor shall collaborate with other stakeholders and across sectors to encourage the public to participate in the census process by filling out the census questionnaire.

   d) Contractor shall provide County with, data collected during outreach efforts, including phone numbers and activity information related to the collection of each data set.

V. CONTRACT REQUIREMENTS AND DELIVERABLES

1. **REQUIREMENTS:**

   a) Contractor must participate in a minimum of one subcommittee in the OCCCC, as determined by the County Lead Coordinator.

   b) Contractor must work with County Lead Coordinator, other Census outreach contractors and stakeholder partners as identified and directed by County.

   c) Contractor must complete the County reporting requests to comply with Contract terms, including reporting the outcomes of each outreach activity.

   d) Contractor must use only County approved outreach materials and messaging, as provided by County. Any other outreach material and messaging must be approved by County prior to use.

   e) Contractor must dedicate a full-time management staff member, who must remain consistent throughout the term of this Contract unless otherwise approved by County Lead Coordinator, and a team of support staff to handle County of Orange issues. Said individual(s) shall be subject to the approval of the County Executive Officer and/or Project Manager/Coordinator.

f) Contractor's completion rate for outreach services is based on the completion rate of services Contractor proposed for each HTC Zone and Activity Type in Contractor's response to Request for Proposal (RFP) 017-C023928-YG.

2. **DELIVERABLES:**

a) Contractor must meet with County for a kick-off meeting within thirty (30) calendar days of Contract start. At least five (5) business days before the kick-off meeting, Contractor must provide a proposed strategic plan that states the services to the HTC communities that will be performed and the project schedule for when the services will be performed (e.g., dates, location and events of outreach services).

b) Contractor must discuss the proposed strategic plan with County and receive approval on a final strategic plan by the County Lead Coordinator. County reserves the right to request changes to the proposed strategic plan during the kick-off meeting to ensure the County needs and/or new State requirements/mandates are met.

c) Contractor must meet monthly with County Lead Coordinator and other County designees to provide a review of the previous month's outreach services and to obtain County approval on any updates to the previously approved project schedule and outreach services. In preparation for each meeting, Contractor must provide a monthly report that describes the outreach services and the percent completion of outreach services (i.e., the HTC population count for each HTC Zone that has received Contractor's outreach services under this Contract).

d) Contractor must provide a final strategic plan, which must include at a minimum, the organization's name, how many staff involved, project schedule (date and time of activity), activity type, brief description of type of activity, identified/list the census tract, include an address, number of impressions, type of household, etc., within fifteen (15) calendar days of the kick-off meeting.

e) **Contractor shall not start any services under this Contract before the kick-off meeting and approval of Contractor's final strategic plan by the County Lead Coordinator.**

f) Contractor must provide a final report by May 15, 2020. At a minimum, the final report must include:

i. Local responses outcome.

ii. Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign.

iii. Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California.

iv. Evaluations, criteria used and further recommendations for 2030.

v. Any other information requested by County.

VI. COUNTY RIGHTS

1. County may cancel or reduce services and associated funds provided under this Contract in County's sole discretion if County determines Contractor does not meet one or more mutually agreed project schedule deadlines.

2. County reserves the right to make changes to services during the Contract term, as services are required to meet County needs or State mandated requirements.

ATTACHMENT B
COMPENSATION AND PRICING

I. COMPENSATION: This is a fixed fee Contract between County and Contractor to provide Regional Community-Based Outreach Services for the 2020 Census, as needed and as set forth in Attachment A, "Scope of Services."

Contractor shall receive the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. 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. There will be no up-front fees and Contractor shall only be compensated as set forth herein for work performed in accordance with Attachment A, Scope of Services. **County has no obligation to pay any sum in excess of the Fee specified herein unless authorized by amendment in accordance with Articles "C" and "P" of the County Contract Terms and Conditions.**

II. PRICING:

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and/or Activity Type 2 outreach services in each HTC Zone specified pursuant to Section IV. Payment Terms below.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
001	Zone 2	Activity Type 1	15,000	$30,000.00
		Activity Type 2	35,000	$35,000.00
005	Zone 5	Activity Type 1	15,000	$30,000.00
		Activity Type 2	25,000	$25,000.00

III. CONTRACTOR'S EXPENSE:

a. Fees listed in this Attachment B are inclusive of all administrative fees, operational fees, traveling fees, transportation fees, printed materials fees, parking fees and/or any other costs/fees required to provide such services. No additional fees or costs shall be paid beyond the flat fee stated.

b. Fees received under this Contract shall not be used for outreach services for the 2020 Census being provided by Contractor to another organization. The outreach services for the 2020 Census being provided by Contractor to another organization constitute volunteer, no cost to County, in-kind outreach services and are not to be included as part of the calculation to determine completion rate of outreach services.

c. If Contractor hosts or stages conferences or seminars to which County officials or employees are invited, Contractor is not entitled to any additional compensation or reimbursement of costs beyond the compensation allowed in this Attachment B. To the extent Contractor provides County officials or employees with free admission to a conference or seminar, or travel to and from such event, the parties will comply with the provisions of Title 2, Sections 18950.1 et seq. of the California Code of Regulations, and any other applicable law or regulation or County ordinance concerning the provision of services or gifts to public officers or employees.

IV. PAYMENT TERMS – Invoices are to be submitted in arrears to the person specified in this Attachment B, unless otherwise directed in this Contract. Payment milestones shall be set as follows:

Milestone	Project Completion*	Amount Due
1	County's approval of Final Strategic Plan.	20 % of total contract amount
2	County's approval of Contractor's monthly report detailing 60% completion of outreach services per activity for each HTC Zone.	40% of total contract amount
3	County's approval of Contractor's Final Report detailing 100% completion of outreach services per activity for each HTC Zone.	40% of total contract amount

*Contractor shall submit an invoice to County Lead Coordinator only after satisfactory completion and County acceptance of each milestone.

Contractor shall reference the Contract number on the invoice. Payment will be net thirty (30) business days after receipt of an invoice in a format acceptable to the County of Orange, verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with 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 services not provided or when services do not meet the Contract requirements.

Payments made by County do 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.

V. PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the Deputy Purchasing Agent.

VI. INVOICING INSTRUCTIONS:

Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

- **a.** Contractor's name and address
- **b.** Contractor's remittance address, if different from 1, above
- **c.** Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- **d.** Name of County agency/department
- **e.** Delivery/service address
- **f.** Master Agreement (MA); Contract (CT); or Purchase Order (PO) number
- **g.** Date of order
- **h.** Product/service description, quantity, and prices
- **i.** Sales tax, if applicable
- **j.** Freight/delivery charges, if applicable
- **k.** Total

Send Invoice(s) to:

County Executive Office
Attn: Saul Viramontes, Special Projects Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

ATTACHMENT C
STAFFING PLAN

I. Primary Staff /Key Personnel to perform Contract duties

Name	Classification Title	Years of Experience	Number of Years with Contractor
Jennie Carreon	Assistant Vice President, Civic Engagement	16 years	4 years
Eduardo Cisneros	Director, Civic Engagement	13	0.4
Cynthia Romo	Coordinator, Civic Engagement	13	1
Robert Blackmon	Analyst, Civic Engagement	21	067

II. Alternate staff/ Key Personnel (for use only if primary staff is not available)

Name	Classification Title	Years of Experience	Number of Years with Contractor
Berenice Nunez Constant	Vice President, Government Relations & Civic Engagement	21	2

*County Lead Coordinator must receive the names and approve all "TBD" staff/key personnel during the kick-off meeting. Any staff/key personnel not approved by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

Contractor certifies that the primary staff/key personnel in this Attachment C will be used to perform the outreach services for the duration of the Contract, unless otherwise requested or approved by the County. Substitution or addition of primary staff/key personnel in any given category or classification is not allowed unless Contractor receives express prior written consent of the County Census Lead/Project Manager. ***Note: The written approval of substituted Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

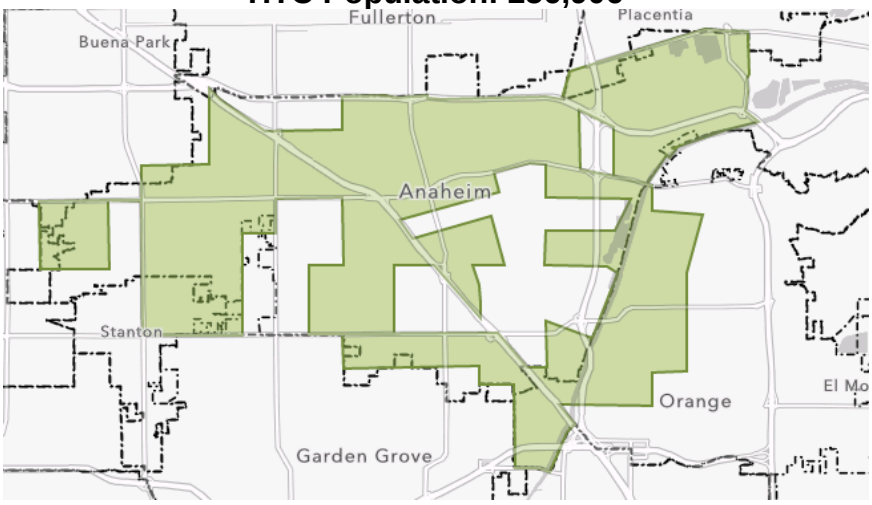
Contractor has the right to involve staff/personnel, as their services are required, but only with County's express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required. ***Note: The written approval of additional Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

County has the right to remove any personnel from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information for the request to remove Contractor's staff/personnel and Contractor is required to comply within the time requested. Any staff/key personnel whose approval has been revoked/removed by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

ATTACHMENT D
COUNTY OF ORANGE - HTC ZONES MAP INDEX

Outreach Zone 2

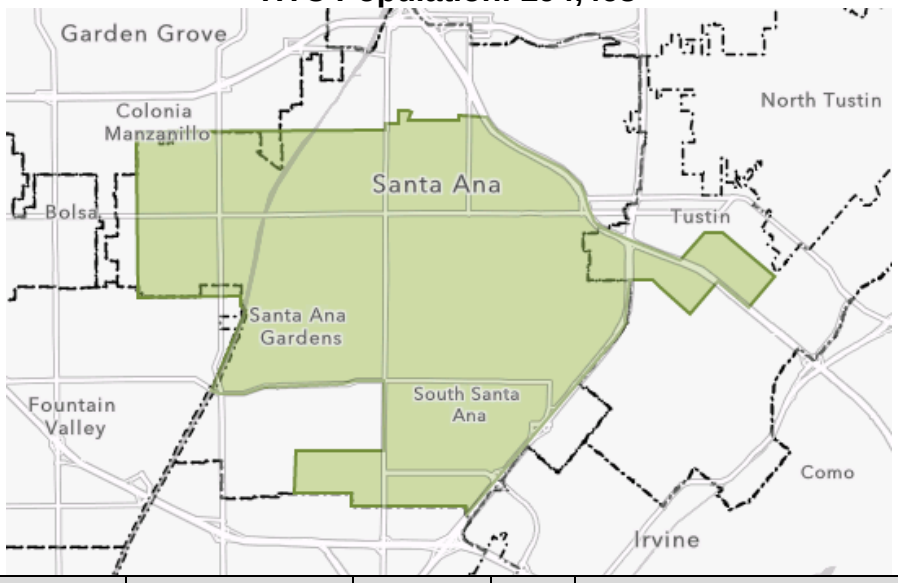
HTC Population: 256,906



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
2	Anaheim	179	6059087403	Census Tract 874.03	3,374	**88**	Spanish	96.1	Vietnamese	1.7	Korean	1.2
2	Anaheim	369	6059086402	Census Tract 864.02	5,587	**47**	Spanish	83.7	Tagalog	8.7	Vietnamese	3.9
2	Anaheim	370	6059086404	Census Tract 864.04	6,815	**53**	Spanish	84.2	Vietnamese	5.4	Chinese	4.7
2	Anaheim	372	6059086407	Census Tract 864.07	6,693	**48**	Spanish	75.1	Vietnamese	12.5	Tagalog	3.2
2	Anaheim	379	6059086501	Census Tract 865.01	4,421	**55**	Spanish	99.4	Arabic	0.4	Chinese	0.3
2	Anaheim	380	6059086502	Census Tract 865.02	6,320	**78**	Spanish	98.7	Korean	0.9	Vietnamese	0.5
2	Anaheim	427	6059086601	Census Tract 866.01	10,194	**87**	Spanish	91.4	Vietnamese	3.9	African languages	3.3
2	Anaheim	433	6059086702	Census Tract 867.02	7,471	**65**	Spanish	74.1	Tagalog	4.8	Vietnamese	4
2	Anaheim	435	6059086602	Census Tract 866.02	6,505	**74**	Spanish	82.6	Vietnamese	4.7	Chinese	2.7
2	Anaheim	463	6059086802	Census Tract 868.02	5,850	**54**	Spanish	65.4	Vietnamese	13.6	Chinese	4.9
2	Anaheim	464	6059086901	Census Tract 869.01	8,685	**83**	Spanish	54.5	Vietnamese	17	Tagalog	9.9
2	Buena Park	466	6059086803	Census Tract 868.03	9,411	**55**	Spanish	45.8	Korean	20	Vietnamese	15
2	Anaheim	467	6059086903	Census Tract 869.03	7,366	**59**	Spanish	67.4	Vietnamese	12.4	Korean	4.2
2	Orange	612	6059076101	Census Tract 761.01	10,338	**48**	Spanish	59	Vietnamese	13.7	Chinese	13.2
2	Orange	630	6059076102	Census Tract 761.02	7,949	**64**	Spanish	67	Korean	17.6	Vietnamese	7.9
2	Anaheim	702	6059086405	Census Tract 864.05	7,568	**65**	Spanish	94.9	Vietnamese	3.4	Persian	0.5
2	Anaheim	718	6059087101	Census Tract 871.01	4,743	**77**	Spanish	35.4	Korean	25.4	Vietnamese	10.5
2	Anaheim	719	6059087102	Census Tract 871.02	6,631	**56**	Spanish	76.1	Korean	15.4	Vietnamese	4.5
2	Anaheim	721	6059087105	Census Tract 871.05	4,280	**52**	Spanish	65	Vietnamese	17.7	Arabic	6.1
2	Anaheim	722	6059087106	Census Tract 871.06	5,164	**77**	Spanish	83.1	Vietnamese	9.3	Tagalog	3
2	Placentia	2999	6059011720	Census Tract 117.20	6,712	**91**	Spanish	96.3	Tagalog	1.4	Vietnamese	1.1
2	Anaheim	3327	6059087200	Census Tract 872	7,924	**60**	Spanish	90.8	Vietnamese	2.1	African languages	1.9
2	Anaheim	3328	6059087300	Census Tract 873	10,296	**84**	Spanish	90.7	Chinese	4	Korean	3.9
2	Anaheim	3330	6059087405	Census Tract 874.05	6,029	**100**	Spanish	93.4	Tagalog	2	Vietnamese	1.4
2	Anaheim	3428	6059087503	Census Tract 875.03	6,565	**64**	Spanish	81.4	Vietnamese	7.3	Chinese	2.6
2	Anaheim	3441	6059087504	Census Tract 875.04	7,407	**90**	Spanish	86.2	Vietnamese	10.6	Tagalog	1.3
2	Anaheim	3442	6059087601	Census Tract 876.01	5,356	**73**	Spanish	68.3	Vietnamese	10.5	Arabic	7.4
2	Anaheim	3443	6059087602	Census Tract 876.02	7,668	**48**	Spanish	70.5	Vietnamese	16.8	Korean	4.3
2	Anaheim	3495	6059110202	Census Tract 1102.02	7,874	**52**	Spanish	34.1	Tagalog	20.6	Vietnamese	15.4

Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
2	Orange	3572	6059076204	Census Tract 762.04	4,732	**67**	Spanish	94.6	Vietnamese	4	Chinese	1.1
2	Stanton	3579	6059087803	Census Tract 878.03	5,501	**92**	Spanish	70.3	Vietnamese	22.1	Tagalog	4.3
2	Stanton	3580	6059087805	Census Tract 878.05	6,860	**65**	Spanish	65.7	Vietnamese	22	Korean	5.4
2	Anaheim	3581	6059087806	Census Tract 878.06	5,876	**74**	Spanish	47.2	Vietnamese	29	Arabic	8.7
2	Anaheim	3693	6059086304	Census Tract 863.04	4,836	**55**	Spanish	85.5	Chinese	4	Polish	2.8
2	Anaheim	3695	6059086306	Census Tract 863.06	4,786	**51**	Spanish	73.9	Vietnamese	15.2	Chinese	5.1
2	Anaheim	4176	6059087505	Census Tract 875.05	4,895	**74**	Spanish	70.5	Vietnamese	9	Korean	6
2	Anaheim	6663	6059087001	Census Tract 870.01	5,197	**63**	Spanish	72.3	Vietnamese	12.9	Tagalog	4.3
2	Anaheim	6664	6059087002	Census Tract 870.02	7,750	**55**	Spanish	46.5	Vietnamese	23.1	Arabic	10.4
2	Anaheim	6779	6059011714	Census Tract 117.14	945	**63**	Spanish	86.2	Chinese	5.3	Arabic	4.2
2	Anaheim	8008	6059087404	Census Tract 874.04	4,332	**89**	Spanish	96.1	Vietnamese	2.5	Chinese	1.1

Outreach Zone 5
HTC Population: 294,468



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
5	Santa Ana	169	6059074805	Census Tract 748.05	5,700	**89**	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	423	6059074803	Census Tract 748.03	8,937	**62**	Spanish	70.1	Vietnamese	28.3	Chinese	0.9
5	Santa Ana	451	6059074405	Census Tract 744.05	6,187	**93**	Spanish	98	Vietnamese	1.4	Korean	0.4
5	Santa Ana	452	6059074806	Census Tract 748.06	5,299	**89**	Spanish	93.4	Vietnamese	4.4	Chinese	1.4
5	Santa Ana	455	6059074901	Census Tract 749.01	9,846	**90**	Spanish	95.4	Chinese	3	Vietnamese	1.1
5	Santa Ana	456	6059074902	Census Tract 749.02	6,497	**93**	Spanish	100	Chinese	0	Japanese	0
5	Santa Ana	481	6059099247	Census Tract 992.47	3,542	**55**	Vietnamese	66.4	Spanish	27.4	Chinese	3.8
5	Santa Ana	482	6059099248	Census Tract 992.48	5,743	**67**	Spanish	72	Vietnamese	26.2	Chinese	1.6
5	Santa Ana	483	6059099249	Census Tract 992.49	4,690	**75**	Spanish	78.8	Vietnamese	20.2	Chinese	1
5	Santa Ana	492	6059074406	Census Tract 744.06	3,422	**72**	Spanish	98.5	Mon	1.5	Chinese	0
5	Tustin	493	6059074408	Census Tract 744.08	6,327	**78**	Spanish	98.7	Vietnamese	1.3	Arabic	0
5	Santa Ana	505	6059074502	Census Tract 745.02	5,631	**67**	Spanish	94.5	Vietnamese	3.6	Mon	1.3
5	Santa Ana	506	6059075002	Census Tract 750.02	8,022	**112**	Spanish	91.9	Chinese	4.9	Vietnamese	2.3
5	Santa Ana	507	6059075003	Census Tract 750.03	7,205	**100**	Spanish	98	Vietnamese	1.4	Other Indic languages	0.6
5	Santa Ana	625	6059075004	Census Tract 750.04	5,344	**100**	Spanish	100	Chinese	0	Japanese	0
5	Santa Ana	703	6059074501	Census Tract 745.01	7,481	**94**	Spanish	96.1	Mon	3.5	Vietnamese	0.3
5	Santa Ana	3155	6059074108	Census Tract 741.08	5,002	**48**	Spanish	96.9	Vietnamese	3.1	Arabic	0
5	Santa Ana	3156	6059074109	Census Tract 741.09	3,536	**67**	Spanish	83.6	Vietnamese	5.9	Laotian	3.1
5	Santa Ana	3162	6059074200	Census Tract 742	9,575	**51**	Spanish	98.3	Tagalog	1.4	Other PI languages	0.3
5	Santa Ana	3229	6059074004	Census Tract 740.04	8,555	**48**	Spanish	73.5	Vietnamese	14.3	Tagalog	7.4
5	Santa Ana	3230	6059074005	Census Tract 740.05	7,955	**64**	Spanish	86.5	Vietnamese	12	Japanese	0.9
5	Santa Ana	3231	6059074006	Census Tract 740.06	5,590	**56**	Spanish	89.9	Vietnamese	3.8	Chinese	1.7
5	Santa Ana	3232	6059074102	Census Tract 741.02	6,653	**60**	Spanish	89.3	Vietnamese	7.1	Chinese	1.6
5	Santa Ana	3233	6059074103	Census Tract 741.03	4,923	**50**	Spanish	95.6	Vietnamese	3.2	Other PI languages	0.8
5	Santa Ana	3300	6059089001	Census Tract 890.01	7,696	**57**	Vietnamese	60	Spanish	36.5	Chinese	3
5	Santa Ana	3313	6059074601	Census Tract 746.01	7,862	**69**	Spanish	98.2	Laotian	0.9	Vietnamese	0.5
5	Santa Ana	3314	6059075100	Census Tract 751	10,050	**78**	Spanish	91.6	Korean	6.3	Chinese	0.6
5	Santa Ana	3315	6059075201	Census Tract 752.01	6,417	**68**	Spanish	92.8	Vietnamese	6.1	Other PI languages	0.8

Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
5	Santa Ana	3316	6059075202	Census Tract 752.02	5,510	**57**	Spanish	95.6	Vietnamese	2.1	Thai	1.3
5	Santa Ana	3395	6059074701	Census Tract 747.01	8,599	**68**	Spanish	91.6	Vietnamese	6.7	Chinese	1.7
5	Santa Ana	3396	6059074702	Census Tract 747.02	6,163	**65**	Spanish	96.1	Chinese	2.5	Vietnamese	1.1
5	Santa Ana	3409	6059074602	Census Tract 746.02	8,087	**71**	Spanish	98.9	Mon	1.1	Chinese	0
5	Santa Ana	3410	6059074802	Census Tract 748.02	6,810	**74**	Spanish	90.7	Vietnamese	9.3	Arabic	0
5	Santa Ana	3447	6059089004	Census Tract 890.04	7,422	**72**	Spanish	57.5	Vietnamese	34.1	Laotian	5.1
5	Santa Ana	3450	6059089104	Census Tract 891.04	6,150	**84**	Spanish	71.8	Vietnamese	25.6	Mon	2.3
5	Santa Ana	3451	6059089105	Census Tract 891.05	6,543	**93**	Spanish	91.4	Vietnamese	7	Chinese	1.5
5	Tustin	3523	6059075507	Census Tract 755.07	5,556	**48**	Spanish	55	Korean	11	Other PI languages	6.8
5	Tustin	3525	6059075514	Census Tract 755.14	3,858	**79**	Spanish	85.8	Tagalog	3.7	Vietnamese	3.4
5	Santa Ana	3540	6059099202	Census Tract 992.02	8,430	**62**	Spanish	48.9	Vietnamese	42.2	Chinese	3.5
5	Santa Ana	3548	6059074003	Census Tract 740.03	4,311	**68**	Spanish	86.1	Russian	2.4	Persian	2.1
5	Santa Ana	3603	6059074801	Census Tract 748.01	6,568	**76**	Spanish	97.7	Vietnamese	1.6	Japanese	0.4
5	Santa Ana	3686	6059074300	Census Tract 743	4,163	**68**	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	3687	6059074403	Census Tract 744.03	6,023	**99**	Spanish	95.7	Vietnamese	1.7	Mon	1.4
5	Santa Ana	6548	6059074107	Census Tract 741.07	6,811	**52**	Spanish	68.2	Vietnamese	14.1	Other Indic languages	6.6
5	Tustin	6765	6059074407	Census Tract 744.07	5,642	**81**	Spanish	94.6	Vietnamese	1.2	Korean	1
5	Tustin	6792	6059075512	Census Tract 755.12	4,135	**67**	Spanish	74.1	Chinese	6.7	Other Asian languages	5

CONTRACT NUMBER MA-017-20010774
BETWEEN
COUNTY OF ORANGE
AND
COALITION FOR HUMANE IMMIGRANT RIGHTS (CHIRLA)
FOR
REGIONAL COMMUNITY-BASED OUTREACH SERVICES FOR THE 2020 CENSUS

This Contract MA-017-20010774 for Regional Community-Based Outreach Services for the 2020 Census (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and **Coalition for Humane Immigrant Rights**, with a place of business at **2533 W 3rd Street, Suite #101, Los Angeles, CA 90057** (hereinafter referred to as "Contractor"), with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") to provide Regional Community-Based Outreach Services for the 2020 Census to the County; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or his designee to enter into a Contract for Regional Community-Based Outreach Services for the 2020 Census with Contractor; and

WHEREAS, Contractor agrees to provide Regional Community-Based Outreach Services for the 2020 Census to County as further set forth in the Scope of Services, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept payment set forth in the Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW THEREFORE, the Parties mutually agree as follows:

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, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by 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, price quoted 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 the 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 statement 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 after satisfactory acceptance and completion of each milestone as per Attachment B.

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 its indemnities as identified in paragraph "Z" below, and 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 shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities 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 and expenses but not including attorney's fees.

I. **Assignment or Sub-Contracting**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination**: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this

provision shall subject Contractor to 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, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

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**: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction**.** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the 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 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the 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 the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or

subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	$1,000,000 per occurrence

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 13or 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 will state ***AS REQUIRED BY WRITTEN CONTRACT.***

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, 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) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

P. **Changes**: Contractor shall make no changes in the work or perform any additional work without the County's specific 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 the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the 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 the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The 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 the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The 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 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

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 pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Intentionally Omitted.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") 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 Indemnities, 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 agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the 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:** The Contractor shall notify the County of Orange assigned Deputy

Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract**: This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide regional community-based outreach services for the 2020 Census under a fixed fee Contract.

2. **Term of Contract:** This Contract shall commence upon execution of signatures or, upon the approval of the County Board of Supervisors and continue from that date until September 30, 2020, unless otherwise terminated by County. This Contract is non-renewable.

3. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

4. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

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

    - Terminate the Contract immediately, pursuant to Section K herein;
    - Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
    - Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
    - Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. **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.

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

8. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services Contract or a Contract which includes a consulting component may be awarded a Contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services Contract. Therefore, any consultant that Contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

12. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

    For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

13. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

14. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

15. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference cheeks, coordinated by the agency/department issuing this Contract.

16. Contractor's Power and Authority: The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the County under this Contract.

17. Contractor's Project Manager and Key Personnel: Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

18. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

19. Contractor Work Hours and Safety Standards: Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws

20. Data- Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

21. Debarment: Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

22. Default: In case of default by Contractor, the County of Orange 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 the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the 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.

23. Disputes – Contract:

a) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

b) The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

c) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

d) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

24. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

a) 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).

b) Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;
ii. The organization's policy of maintaining a drug-free workplace;
iii. Any available counseling, rehabilitation and employee assistance programs; and
iv. Penalties that may be imposed upon employees for drug abuse violations.

c) Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:

i. Will receive a copy of the company's drug-free policy statement; and
ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

e) The Contractor has made false certification, or

f) The Contractor violates the certification by failing to carry out the requirements as noted above.

25. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11426 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. The 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, the Contractor will 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. The Contractor agrees to 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. The Contractor agrees to 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 agrees to 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.

26. 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 Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.

27. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. Interpretation of Contract: In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

29. Limitations of Actions: No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

30. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for 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 agreement.

31. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.

32. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers 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) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

33. **Notice of Claims**: Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.

34. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Coalition for Humane Immigrant Rights (CHIRLA)
Attn: Angelica Salas, Executive Director
2533 W 3rd Street, Suite #101
Los Angeles, CA 90057
Phone: (213) 353-1335

cc: Coalition for Humane Immigrant Rights (CHIRLA)
Attn: Esperanza Guevara, Census Campaign Manager
Phone: (213) 440-5450

County: County of Orange
County Executive Office
Attn: Saul Viramontes, Special Project Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701
Phone: (714) 834-4755

cc: County of Orange
CEO/County Procurement Office
Attn: Yarida Guzman, Deputy Purchasing Agent
1300 S. Grand Avenue
Building A – 2nd Floor
Santa Ana, CA 92705
Phone: (714) 567-7368

35. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

36. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.

37. Price Increase/Decrease: No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed.

38. Project Manager, County: The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

39. Project Schedule: The services performed under this Contract shall be done in accordance with the approved project schedule, which may be revised at anytime in County's sole discretion, with Contractor's concurrence. Contractor is responsible for adhering to the approved project schedule.

40. Promotional/Advertisement: County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services.

41. Publication: No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at 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, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

42. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall

provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

43. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, Contractor must allow Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or County. The State or County shall provide reasonable notice of such audit.

44. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

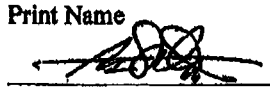
SIGNATURE PAGE FOLLOWS

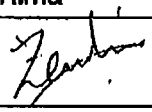
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

COALITION FOR HUMANE IMMIGRANT RIGHTS (CHIRLA)

*Pursuant to California Corporations Code Section 313, a contractor that is a corporation must have two (2) signatures: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any 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 demonstrating the legal authority of the signatory to bind the corporation.

Angelica Salas	Executive Director
Print Name	Title
	12/10/2019
Signature	Date

Zerihoun Yilma	Associate Director
Print Name	Title
	12/10/2019
Signature	Date

****

COUNTY OF ORANGE A political subdivision of the State of California

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

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

BRITTANY MCLEAN	DEPUTY COUNTY COUNSEL
Print Name	Title
Brittany Mclean	12/12/19
Signature	Date

ATTACHMENT A
SCOPE OF SERVICES

I. BACKGROUND

The Orange County Board of Supervisors (Board) recognizes the need for Regional Community-Based Outreach Services for the 2020 Census in Orange County. Given this need, the Board is executing contracts with Community Based Organizations (CBOs) to provide various Regional Community-Based Outreach Services for the 2020 Census throughout the county. The Scope of Services that Contractor must provide under this Contract are set forth in this Attachment A.

Contractor must provide targeted person-to-person outreach to Hard-to-Count (HTC) communities and populations within the HTC Zones specified in this Attachment A. A description of all HTC Zones applicable to this Contract is set forth in Attachment D.

HTC communities and populations are those identified by the California Complete Count Office (CCC Office), which include:

- Latinos
- African-Americans
- Native Americans and Tribal Communities
- Asian-Americans & Pacific Islanders (API)
- Middle-Eastern North Africans (MENA)
- Immigrants and Refugees
- Farm-workers
- People with Disabilities
- Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
- Seniors/Older Adults
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency

II. DEFINITIONS

County Lead Coordinator: County agency assigned project lead or County Project Manager.

DPA: Deputy Purchasing Agent

CBO: Community-Based Organization, Non-profit, School Districts.

HTC: Hard-to-Count

CCC Office: California Complete County Office

QAC: Questionnaire Assistance Centers

NRFU: Non-Response Follow-Up

OCCCC: OC Complete Count Committee

FRCs: Family Resource Centers

Local CCCs: Complete Count Committees in zone, including city, ethnic, and sector committees

Shall or Will: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in termination for cause under this Contract.

III. SERVICES

1. Contractor shall provide the following regional community-based outreach services for the 2020 Census:

    a) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 1;

b) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 5;
c) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 6; and

2. Activity Type 1 and Activity Type 2 outreach services require Contractor to do the following, except to the extent modified in subsection (1) above:

a) **Activity Type 1:** Door-to-Door/Boots-on-the-Ground Outreach

Activities in this category consist of person-to-person outreach in pre-determined Census tracts or block-groups considered HTC (Attachment D, HTC Zones). Contractor must engage the public through canvassing and other geographic-based activities. Activities must include facilitating conversations about the Census and using County-approved talking points to communicate the importance of the Census. Contractor is required to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources.

Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 1 outreach services for each HTC Zone listed in subsection (1) above.

b) **Activity Type 2:** Innovative Outreach

County is aware that door-to-door strategies will not work with all HTC communities and populations and that there is a need for innovative outreach. Activities in this category consist of innovative and cost-effective ideas to engage with and to educate HTC communities and populations on the Census (see Section IV Objectives below) and/or to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources. Some alternate ideas may include, but are not limited to:

- Booths/tabling at community events, fairs, and highly visited areas, such as in front of businesses and supermarkets in HTC Zones (as identified in Attachment D)
- Hosting community events to discuss the 2020 Census, its purpose and key elements
- Establishing Questionnaire Assistance Centers (QAC) in high traffic areas where HTC residents frequently visit.
- Contractor-hosted Census community events, town halls, forums, etc.
- Outreach at faith-based locations
- Connecting with groups using popular and culturally appropriate platforms

Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 2 outreach services for each HTC Zone listed in subsection (1) above.

3. Contractors may propose as part of their proposed strategic plan, which may be incorporated into their final strategic plan, volunteer, no cost to County, in-kind resources such as access to community events, email blasts, social media presence, phone/text message banking, newsletters and other communications assets.

In-kind activities may include:

- Providing Census messaging deliverables during regular visits to HTC residents during the Contractor's existing operations
- Promoting the Census in newsletters or other communication mediums owned by the contractor
- Offering no-cost advertising space for Census branding and educational communications

4. Contractor is required to perform all activities included in the final strategic plan approved by the County.

IV. OBJECTIVES

In performing the Services under this Contract, Contractor shall achieve the following objectives:

1. **EDUCATE:**

   a) Contractor shall "educate" and inform the public about the Census process, purpose and timeline and inform the public that the Census data is confidential.

   b) Contractor shall inform the public of the importance of the Census and advise that based on the results of this Census, the State and County will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services that will be distributed locally.

2. **MOTIVATE:**

   a) Contractor shall "motivate" the public to participate in the census for the 2020 Census.

   b) Contractor shall work with the public to minimize/eliminate fear of completing the census questionnaire and instill trust that the government will not use this data in a negative way.

   c) Contractor shall utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.

3. **ACTIVATE:**

   a) Contractor shall engage trusted messengers in trusted environments to help the public, specifically the HTC communities, participate in the census.

   b) Contractor shall conduct and participate in community gatherings and other forums to rally the public to participate in the Census.

   c) Contractor shall collaborate with other stakeholders and across sectors to encourage the public to participate in the census process by filling out the census questionnaire.

   d) Contractor shall provide County with, data collected during outreach efforts, including phone numbers and activity information related to the collection of each data set.

V. CONTRACT REQUIREMENTS AND DELIVERABLES

1. **REQUIREMENTS:**

   a) Contractor must participate in a minimum of one subcommittee in the OCCCC, as determined by the County Lead Coordinator.

   b) Contractor must work with County Lead Coordinator, other Census outreach contractors and stakeholder partners as identified and directed by County.

   c) Contractor must complete the County reporting requests to comply with Contract terms, including reporting the outcomes of each outreach activity.

   d) Contractor must use only County approved outreach materials and messaging, as provided by County. Any other outreach material and messaging must be approved by County prior to use.

   e) Contractor must dedicate a full-time management staff member, who must remain consistent throughout the term of this Contract unless otherwise approved by County Lead Coordinator, and a team of support staff to handle County of Orange issues. Said individual(s) shall be subject to the approval of the County Executive Officer and/or Project Manager/Coordinator.

f) Contractor's completion rate for outreach services is based on the completion rate of services Contractor proposed for each HTC Zone and Activity Type in Contractor's response to Request for Proposal (RFP) 017-C023928-YG.

2. **DELIVERABLES:**

a) Contractor must meet with County for a kick-off meeting within thirty (30) calendar days of Contract start. At least five (5) business days before the kick-off meeting, Contractor must provide a proposed strategic plan that states the services to the HTC communities that will be performed and the project schedule for when the services will be performed (e.g., dates, location and events of outreach services).

b) Contractor must discuss the proposed strategic plan with County and receive approval on a final strategic plan by the County Lead Coordinator. County reserves the right to request changes to the proposed strategic plan during the kick-off meeting to ensure the County needs and/or new State requirements/mandates are met.

c) Contractor must meet monthly with County Lead Coordinator and other County designees to provide a review of the previous month's outreach services and to obtain County approval on any updates to the previously approved project schedule and outreach services. In preparation for each meeting, Contractor must provide a monthly report that describes the outreach services and the percent completion of outreach services (i.e., the HTC population count for each HTC Zone that has received Contractor's outreach services under this Contract).

d) Contractor must provide a final strategic plan, which must include at a minimum, the organization's name, how many staff involved, project schedule (date and time of activity), activity type, brief description of type of activity, identified/list the census tract, include an address, number of impressions, type of household, etc., within fifteen (15) calendar days of the kick-off meeting.

e) **Contractor shall not start any services under this Contract before the kick-off meeting and approval of Contractor's final strategic plan by the County Lead Coordinator.**

f) Contractor must provide a final report by May 15, 2020. At a minimum, the final report must include:

i. Local responses outcome.

ii. Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign.

iii. Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California.

iv. Evaluations, criteria used and further recommendations for 2030.

v. Any other information requested by County.

VI. COUNTY RIGHTS

1. County may cancel or reduce services and associated funds provided under this Contract in County's sole discretion if County determines Contractor does not meet one or more mutually agreed project schedule deadlines.

2. County reserves the right to make changes to services during the Contract term, as services are required to meet County needs or State mandated requirements.

ATTACHMENT B
COMPENSATION AND PRICING

I. COMPENSATION: This is a fixed fee Contract between County and Contractor to provide Regional Community-Based Outreach Services for the 2020 Census, as needed and as set forth in Attachment A, "Scope of Services."

Contractor shall receive the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. 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. There will be no up-front fees and Contractor shall only be compensated as set forth herein for work performed in accordance with Attachment A, Scope of Services. **County has no obligation to pay any sum in excess of the Fee specified herein unless authorized by amendment in accordance with Articles "C" and "P" of the County Contract Terms and Conditions.**

II. PRICING:

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and/or Activity Type 2 outreach services in each HTC Zone specified pursuant to Section IV. Payment Terms below.

Item	Zone No	Activities	Population to reach	Flat Fee for Project
001	Zone 1	Activity Type 1	Latinos, Immigrants and Refugees	$12,507.00
		Activity Type 2	Latinos, Immigrants and Refugees	$2,373.21
005	Zone 5	Activity Type 1	Latinos, Immigrants and Refugees	$31,844.76
		Activity Type 2	Latinos, Immigrants and Refugees	$6,042.58
006	Zone 6	Activity Type 1	Latinos, Immigrants and Refugees	$13,014.98
		Activity Type 2	Latinos, Immigrants and Refugees	$2,469.61

III. CONTRACTOR'S EXPENSE:

a. Fees listed in this Attachment B are inclusive of all administrative fees, operational fees, traveling fees, transportation fees, printed materials fees, parking fees and/or any other costs/fees required to provide such services. No additional fees or costs shall be paid beyond the flat fee stated.

b. Fees received under this Contract shall not be used for outreach services for the 2020 Census being provided by Contractor to another organization. The outreach services for the 2020 Census being provided by Contractor to another organization constitute volunteer, no cost to County, in-kind outreach services and are not to be included as part of the calculation to determine completion rate of outreach services.

c. If Contractor hosts or stages conferences or seminars to which County officials or employees are invited, Contractor is not entitled to any additional compensation or reimbursement of costs beyond the compensation allowed in this Attachment B. To the extent Contractor provides County officials or employees with free admission to a conference or seminar, or travel to and from such event, the parties will comply with the provisions of Title 2, Sections 18950.1 et seq. of the California Code of Regulations, and any other applicable law or regulation or County ordinance concerning the provision of services or gifts to public officers or employees.

IV. PAYMENT TERMS – Invoices are to be submitted in arrears to the person specified in this Attachment B, unless otherwise directed in this Contract. Payment milestones shall be set as follows:

Milestone	Project Completion*	Amount Due
1	County's approval of Final Strategic Plan.	20 % of total contract amount
2	County's approval of Contractor's monthly report detailing 60% completion of outreach services per activity for each HTC Zone.	40% of total contract amount
3	County's approval of Contractor's Final Report detailing 100% completion of outreach services per activity for each HTC Zone.	40% of total contract amount

*Contractor shall submit an invoice to County Lead Coordinator only after satisfactory completion and County acceptance of each milestone.

Contractor shall reference the Contract number on the invoice. Payment will be net thirty (30) business days after receipt of an invoice in a format acceptable to the County of Orange, verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with 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 services not provided or when services do not meet the Contract requirements.

Payments made by County do 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.

V. PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the Deputy Purchasing Agent.

VI. INVOICING INSTRUCTIONS:

Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

a. Contractor's name and address
b. Contractor's remittance address, if different from 1, above
c. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
d. Name of County agency/department
e. Delivery/service address
f. Master Agreement (MA); Contract (CT); or Purchase Order (PO) number
g. Date of order
h. Product/service description, quantity, and prices
i. Sales tax, if applicable
j. Freight/delivery charges, if applicable
k. Total

Send Invoice(s) to:
County Executive Office
Attn: Saul Viramontes, Special Projects Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

ATTACHMENT C
STAFFING PLAN

I. Primary Staff /Key Personnel to perform Contract duties

Name*	Classification Title	Years of Experience	Number of Years with Contractor
Esperanza Guevara	Project Manager	1	1
Katelyn Brazer	Regional Field Coordinator	11	11
Karen Diaz	Statewide Civic Engagement Organizer	1	1
Karen Hernandez	OC Community Education Pre/Legal Assistant	1	1
Janeth Herrera Bucio	OC Regional Organizer	3	3
Soila Heidi Rodriguez	Call Center and Data Manager	1	1
Sylvia Ortiz	OC Law Clerk	1	1
TBD*			

*County Lead Coordinator must receive the names and approve all "TBD" staff/key personnel during the kick-off meeting. Any staff/key personnel not approved by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

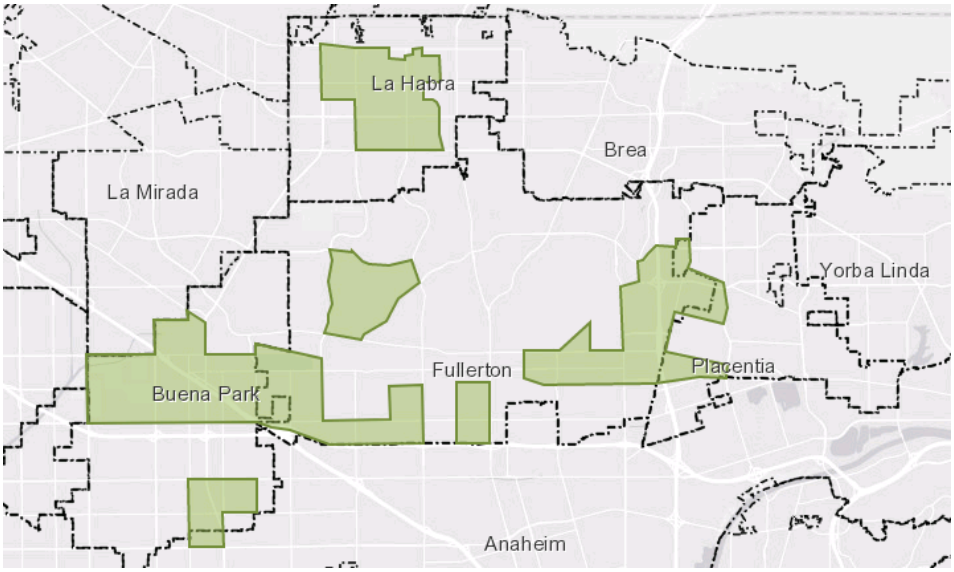
Contractor certifies that the primary staff/key personnel in this Attachment C will be used to perform the outreach services for the duration of the Contract, unless otherwise requested or approved by the County. Substitution or addition of primary staff/key personnel in any given category or classification is not allowed unless Contractor receives express prior written consent of the County Census Lead/Project Manager. ***Note: The written approval of substituted Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

Contractor has the right to involve staff/personnel, as their services are required, but only with County's express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required. ***Note: The written approval of additional Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

County has the right to remove any personnel from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information for the request to remove Contractor's staff/personnel and Contractor is required to comply within the time requested. Any staff/key personnel whose approval has been revoked/removed by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

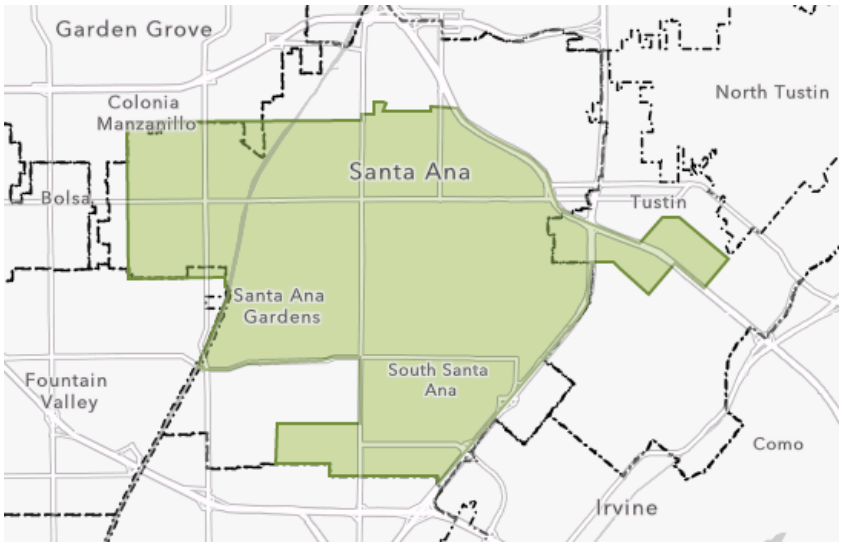
ATTACHMENT D
COUNTY OF ORANGE - HTC ZONES MAP INDEX

Outreach Zone 1
HTC Population: 124,121



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
1	Placentia	31	6059011711	Census Tract 117.11	8,139	**78**	Spanish	57	Hindi	8	Tagalog	7.6
1	Fullerton	846	6059001801	Census Tract 18.01	5,232	**90**	Spanish	72.2	Korean	11.4	Vietnamese	9.3
1	Fullerton	847	6059001802	Census Tract 18.02	8,230	**64**	Spanish	81.5	Korean	15	Chinese	2.3
1	Fullerton	848	6059001903	Census Tract 19.03	3,612	**51**	Spanish	77.1	Tagalog	6.1	Korean	4.7
1	Fullerton	850	6059011101	Census Tract 111.01	4,504	**60**	Spanish	90.9	Chinese	3.8	Vietnamese	3.3
1	Fullerton	904	6059011403	Census Tract 114.03	6,722	**58**	Spanish	64.6	Korean	11.8	Japanese	5.5
1	Fullerton	905	6059011502	Census Tract 115.02	3,982	**47**	Spanish	61.7	Chinese	13.8	Korean	9.5
1	Fullerton	964	6059011504	Census Tract 115.04	6,148	**75**	Chinese	43.8	Spanish	20.5	Arabic	9.6
1	Fullerton	965	6059011601	Census Tract 116.01	7,717	**94**	Spanish	91.5	Korean	5.3	Chinese	2
1	Placentia	1016	6059011708	Census Tract 117.08	4,668	**61**	Chinese	39.8	Arabic	10.8	Korean	9.1
1	Placentia	3000	6059011721	Census Tract 117.21	5,184	**69**	Spanish	89.7	Tagalog	3.9	Gujarati	2.3
1	La Habra	3196	6059001202	Census Tract 12.02	3,777	**52**	Spanish	97.3	Korean	1.8	Japanese	0.6
1	La Habra	3254	6059001303	Census Tract 13.03	5,892	**47**	Spanish	69	Korean	21.3	Tagalog	2.5
1	La Habra	3255	6059001304	Census Tract 13.04	3,827	**65**	Spanish	93.8	Tagalog	3.4	Other PI languages	2.7
1	Buena Park	3511	6059110402	Census Tract 1104.02	5,590	**56**	Spanish	69.7	Korean	11	Tagalog	8.1
1	Buena Park	3555	6059110500	Census Tract 1105	8,992	**85**	Spanish	72.3	Korean	15.6	Tagalog	6.7
1	Buena Park	3556	6059110603	Census Tract 1106.03	9,161	**77**	Spanish	77.3	Korean	16.7	Chinese	3
1	La Habra	3560	6059001201	Census Tract 12.01	5,737	**57**	Spanish	94	Korean	2.2	Russian	1.9
1	Buena Park	3605	6059110606	Census Tract 1106.06	4,483	**68**	Spanish	69.9	Tagalog	11.9	Korean	9.8
1	La Habra	3808	6059001103	Census Tract 11.03	4,753	**70**	Spanish	83.8	Korean	8.9	Tagalog	6
1	Fullerton	6738	6059001704	Census Tract 17.04	7,771	**48**	Korean	74	Chinese	12.3	Gujarati	6.5

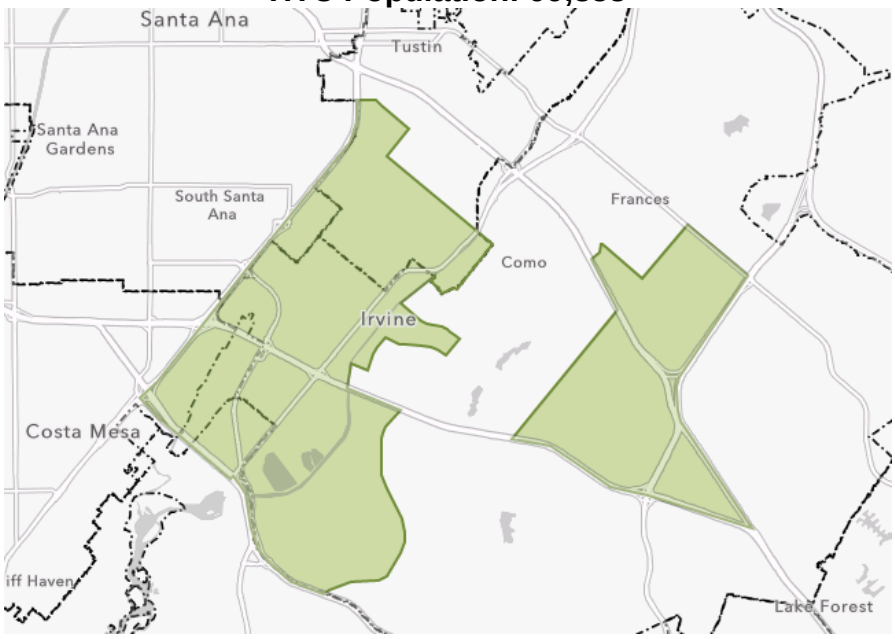
Outreach Zone 5
HTC Population: 294,468



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
5	Santa Ana	169	6059074805	Census Tract 748.05	5,700	89	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	423	6059074803	Census Tract 748.03	8,937	62	Spanish	70.1	Vietnamese	28.3	Chinese	0.9
5	Santa Ana	451	6059074405	Census Tract 744.05	6,187	93	Spanish	98	Vietnamese	1.4	Korean	0.4
5	Santa Ana	452	6059074806	Census Tract 748.06	5,299	89	Spanish	93.4	Vietnamese	4.4	Chinese	1.4
5	Santa Ana	455	6059074901	Census Tract 749.01	9,846	90	Spanish	95.4	Chinese	3	Vietnamese	1.1
5	Santa Ana	456	6059074902	Census Tract 749.02	6,497	93	Spanish	100	Chinese	0	Japanese	0
5	Santa Ana	481	6059099247	Census Tract 992.47	3,542	55	Vietnamese	66.4	Spanish	27.4	Chinese	3.8
5	Santa Ana	482	6059099248	Census Tract 992.48	5,743	67	Spanish	72	Vietnamese	26.2	Chinese	1.6
5	Santa Ana	483	6059099249	Census Tract 992.49	4,690	75	Spanish	78.8	Vietnamese	20.2	Chinese	1
5	Santa Ana	492	6059074406	Census Tract 744.06	3,422	72	Spanish	98.5	Mon	1.5	Chinese	0
5	Tustin	493	6059074408	Census Tract 744.08	6,327	78	Spanish	98.7	Vietnamese	1.3	Arabic	0
5	Santa Ana	505	6059074502	Census Tract 745.02	5,631	67	Spanish	94.5	Vietnamese	3.6	Mon	1.3
5	Santa Ana	506	6059075002	Census Tract 750.02	8,022	112	Spanish	91.9	Chinese	4.9	Vietnamese	2.3
5	Santa Ana	507	6059075003	Census Tract 750.03	7,205	100	Spanish	98	Vietnamese	1.4	Other Indic languages	0.6
5	Santa Ana	625	6059075004	Census Tract 750.04	5,344	100	Spanish	100	Chinese	0	Japanese	0
5	Santa Ana	703	6059074501	Census Tract 745.01	7,481	94	Spanish	96.1	Mon	3.5	Vietnamese	0.3
5	Santa Ana	3155	6059074108	Census Tract 741.08	5,002	48	Spanish	96.9	Vietnamese	3.1	Arabic	0
5	Santa Ana	3156	6059074109	Census Tract 741.09	3,536	67	Spanish	83.6	Vietnamese	5.9	Laotian	3.1
5	Santa Ana	3162	6059074200	Census Tract 742	9,575	51	Spanish	98.3	Tagalog	1.4	Other PI languages	0.3
5	Santa Ana	3229	6059074004	Census Tract 740.04	8,555	48	Spanish	73.5	Vietnamese	14.3	Tagalog	7.4
5	Santa Ana	3230	6059074005	Census Tract 740.05	7,955	64	Spanish	86.5	Vietnamese	12	Japanese	0.9
5	Santa Ana	3231	6059074006	Census Tract 740.06	5,590	56	Spanish	89.9	Vietnamese	3.8	Chinese	1.7
5	Santa Ana	3232	6059074102	Census Tract 741.02	6,653	60	Spanish	89.3	Vietnamese	7.1	Chinese	1.6
5	Santa Ana	3233	6059074103	Census Tract 741.03	4,923	50	Spanish	95.6	Vietnamese	3.2	Other PI languages	0.8
5	Santa Ana	3300	6059089001	Census Tract 890.01	7,696	57	Vietnamese	60	Spanish	36.5	Chinese	3
5	Santa Ana	3313	6059074601	Census Tract 746.01	7,862	69	Spanish	98.2	Laotian	0.9	Vietnamese	0.5
5	Santa Ana	3314	6059075100	Census Tract 751	10,050	78	Spanish	91.6	Korean	6.3	Chinese	0.6
5	Santa Ana	3315	6059075201	Census Tract 752.01	6,417	68	Spanish	92.8	Vietnamese	6.1	Other PI languages	0.8

Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
5	Santa Ana	3316	6059075202	Census Tract 752.02	5,510	57	Spanish	95.6	Vietnamese	2.1	Thai	1.3
5	Santa Ana	3395	6059074701	Census Tract 747.01	8,599	68	Spanish	91.6	Vietnamese	6.7	Chinese	1.7
5	Santa Ana	3396	6059074702	Census Tract 747.02	6,163	65	Spanish	96.1	Chinese	2.5	Vietnamese	1.1
5	Santa Ana	3409	6059074602	Census Tract 746.02	8,087	71	Spanish	98.9	Mon	1.1	Chinese	0
5	Santa Ana	3410	6059074802	Census Tract 748.02	6,810	74	Spanish	90.7	Vietnamese	9.3	Arabic	0
5	Santa Ana	3447	6059089004	Census Tract 890.04	7,422	72	Spanish	57.5	Vietnamese	34.1	Laotian	5.1
5	Santa Ana	3450	6059089104	Census Tract 891.04	6,150	84	Spanish	71.8	Vietnamese	25.6	Mon	2.3
5	Santa Ana	3451	6059089105	Census Tract 891.05	6,543	93	Spanish	91.4	Vietnamese	7	Chinese	1.5
5	Tustin	3523	6059075507	Census Tract 755.07	5,556	48	Spanish	55	Korean	11	Other PI languages	6.8
5	Tustin	3525	6059075514	Census Tract 755.14	3,858	79	Spanish	85.8	Tagalog	3.7	Vietnamese	3.4
5	Santa Ana	3540	6059099202	Census Tract 992.02	8,430	62	Spanish	48.9	Vietnamese	42.2	Chinese	3.5
5	Santa Ana	3548	6059074003	Census Tract 740.03	4,311	68	Spanish	86.1	Russian	2.4	Persian	2.1
5	Santa Ana	3603	6059074801	Census Tract 748.01	6,568	76	Spanish	97.7	Vietnamese	1.6	Japanese	0.4
5	Santa Ana	3686	6059074300	Census Tract 743	4,163	68	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	3687	6059074403	Census Tract 744.03	6,023	99	Spanish	95.7	Vietnamese	1.7	Mon	1.4
5	Santa Ana	6548	6059074107	Census Tract 741.07	6,811	52	Spanish	68.2	Vietnamese	14.1	Other Indic languages	6.6
5	Tustin	6765	6059074407	Census Tract 744.07	5,642	81	Spanish	94.6	Vietnamese	1.2	Korean	1
5	Tustin	6792	6059075512	Census Tract 755.12	4,135	67	Spanish	74.1	Chinese	6.7	Other Asian languages	5

Outreach Zone 6
HTC Population: 99,853



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
6	Irvine	185	6059062610	Census Tract 626.10	9,192	**63**	Chinese	27.9	Persian	23.9	Korean	12.2
6	Irvine	745	6059052517	Census Tract 525.17	12,535	**50**	Chinese	32.8	Korean	17.4	Japanese	13.1
6	Irvine	748	6059052518	Census Tract 525.18	5,645	**76**	Arabic	29	Korean	18.3	Persian	17
6	Irvine	751	6059052521	Census Tract 525.21	5,195	**73**	Japanese	20.2	Chinese	18.7	Persian	18.1
6	Irvine	860	6059062611	Census Tract 626.11	4,643	**72**	Chinese	34.6	Persian	14.1	Korean	12.8
6	Irvine	862	6059062614	Census Tract 626.14	17,232	**64**	Chinese	41.9	Spanish	19.8	Korean	17.8
6	Irvine	916	6059062627	Census Tract 626.27	3,731	**72**	Chinese	35	Korean	21.4	Persian	20.8
6	Irvine	3526	6059075515	Census Tract 755.15	18,827	**64**	Spanish	49.7	Chinese	14.8	Vietnamese	14.5
6	Irvine	6546	6059052418	Census Tract 524.18	19,452	**51**	Korean	33.1	Chinese	27.8	Persian	11.4
6	Irvine	6760	6059062626	Census Tract 626.26	3,401	**71**	Korean	30.8	Persian	23.9	Arabic	11.3

CONTRACT NUMBER MA-017-20010774
BETWEEN
COUNTY OF ORANGE
AND
COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY
FOR
REGIONAL COMMUNITY-BASED OUTREACH SERVICES FOR THE 2020 CENSUS

This Contract MA-017-20010774 for Regional Community-Based Outreach Services for the 2020 Census (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and **Community Action Partnership of Orange County (CAP OC)**, with a place of business at **11870 Monarch Street, Garden Grove, CA 92841** (hereinafter referred to as "Contractor"), with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") to provide Regional Community-Based Outreach Services for the 2020 Census to the County; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or his designee to enter into a Contract for Regional Community-Based Outreach Services for the 2020 Census with Contractor; and

WHEREAS, Contractor agrees to provide Regional Community-Based Outreach Services for the 2020 Census to County as further set forth in the Scope of Services, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept payment set forth in the Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW THEREFORE, the Parties mutually agree as follows:

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, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by 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, price quoted 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 the 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 statement 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 after satisfactory acceptance and completion of each milestone as per Attachment B.

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 its indemnities as identified in paragraph "Z" below, and 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 shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities 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 and expenses but not including attorney's fees.

I. **Assignment or Sub-Contracting**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination**: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this

provision shall subject Contractor to 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, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

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**: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction**.** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the 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 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the 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 the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or

subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	$1,000,000 per occurrence

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 13or 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 will state ***AS REQUIRED BY WRITTEN CONTRACT.***

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, 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) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

P. **Changes**: Contractor shall make no changes in the work or perform any additional work without the County's specific 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 the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the 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 the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The 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 the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The 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 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

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 pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Intentionally Omitted.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") 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 Indemnities, 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 agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the 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:** The Contractor shall notify the County of Orange assigned Deputy

Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract**: This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide regional community-based outreach services for the 2020 Census under a fixed fee Contract.

2. **Term of Contract:** This Contract shall commence upon execution of signatures or, upon the approval of the County Board of Supervisors and continue from that date until September 30, 2020, unless otherwise terminated by County. This Contract is non-renewable.

3. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

4. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

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

    - Terminate the Contract immediately, pursuant to Section K herein;
    - Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
    - Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
    - Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. **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.

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

8. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services Contract or a Contract which includes a consulting component may be awarded a Contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services Contract. Therefore, any consultant that Contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

12. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

    For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

13. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

14. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

15. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference cheeks, coordinated by the agency/department issuing this Contract.

16. Contractor's Power and Authority: The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the County under this Contract.

17. Contractor's Project Manager and Key Personnel: Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

18. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

19. Contractor Work Hours and Safety Standards: Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws

20. Data- Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

21. Debarment: Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

22. Default: In case of default by Contractor, the County of Orange 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 the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the 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.

23. Disputes – Contract:

a) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

b) The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

c) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

d) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

24. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

a) 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).

b) Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;
ii. The organization's policy of maintaining a drug-free workplace;
iii. Any available counseling, rehabilitation and employee assistance programs; and
iv. Penalties that may be imposed upon employees for drug abuse violations.

c) Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:

i. Will receive a copy of the company's drug-free policy statement; and
ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

e) The Contractor has made false certification, or

f) The Contractor violates the certification by failing to carry out the requirements as noted above.

25. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11426 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. The 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, the Contractor will 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. The Contractor agrees to 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. The Contractor agrees to 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 agrees to 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.

26. 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 Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.

27. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. Interpretation of Contract: In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

29. Limitations of Actions: No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

30. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for 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 agreement.

31. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.

32. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers 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) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

33. **Notice of Claims**: Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.

34. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Community Action Partnership of Orange County
Attn: Curtis Gibbs, Director Planning and Business Development
11870 Monarch Street
Garden Grove, CA 92841
Phone: (714) 897-6670

County: County of Orange
County Executive Office
Attn: Saul Viramontes, Special Project Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701
Phone: (714) 834-4755

cc: County of Orange
CEO/County Procurement Office
Attn: Yarida Guzman, Deputy Purchasing Agent
1300 S. Grand Avenue
Building A – 2nd Floor
Santa Ana, CA 92705
Phone: (714) 567-7368

35. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional

cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

36. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.

37. Price Increase/Decrease: No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed.

38. Project Manager, County: The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

39. Project Schedule: The services performed under this Contract shall be done in accordance with the approved project schedule, which may be revised at anytime in County's sole discretion, with Contractor's concurrence. Contractor is responsible for adhering to the approved project schedule.

40. Promotional/Advertisement: County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services.

41. Publication: No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at 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, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

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

43. State Funds – Audits: When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, Contractor must allow Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or County. The State or County shall provide reasonable notice of such audit.

44. Waivers - Contract: The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY

*Pursuant to California Corporations Code Section 313, a contractor that is a corporation must have two (2) signatures: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any 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 demonstrating the legal authority of the signatory to bind the corporation.

Gregory Scott	President + CEO
Print Name	Title
[signature]	12.10.19
Signature	Date
Print Name	Title
Signature	Date

****

COUNTY OF ORANGE A political subdivision of the State of California

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

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

BRITTANY MCLEAN	DEPUTY COUNTY COUNSEL
Print Name	Title
Buttany Mclean	12/11/19
Signature	Date

ATTACHMENT A
SCOPE OF SERVICES

I. BACKGROUND

The Orange County Board of Supervisors (Board) recognizes the need for Regional Community-Based Outreach Services for the 2020 Census in Orange County. Given this need, the Board is executing contracts with Community Based Organizations (CBOs) to provide various Regional Community-Based Outreach Services for the 2020 Census throughout the county. The Scope of Services that Contractor must provide under this Contract are set forth in this Attachment A.

Contractor must provide targeted person-to-person outreach to Hard-to-Count (HTC) communities and populations within the HTC Zones specified in this Attachment A. A description of all HTC Zones applicable to this Contract is set forth in Attachment D.

HTC communities and populations are those identified by the California Complete Count Office (CCC Office), which include:

- Latinos
- African-Americans
- Native Americans and Tribal Communities
- Asian-Americans & Pacific Islanders (API)
- Middle-Eastern North Africans (MENA)
- Immigrants and Refugees
- Farm-workers
- People with Disabilities
- Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
- Seniors/Older Adults
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency

II. DEFINITIONS

County Lead Coordinator: County agency assigned project lead or County Project Manager.

DPA: Deputy Purchasing Agent

CBO: Community-Based Organization, Non-profit, School Districts.

HTC: Hard-to-Count

CCC Office: California Complete County Office

QAC: Questionnaire Assistance Centers

NRFU: Non-Response Follow-Up

OCCCC: OC Complete Count Committee

FRCs: Family Resource Centers

Local CCCs: Complete Count Committees in zone, including city, ethnic, and sector committees

Shall or Will: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in termination for cause under this Contract.

III. SERVICES

1. Contractor shall provide the following regional community-based outreach services for the 2020 Census:

   a) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 3.

2. Activity Type 1 and Activity Type 2 outreach services require Contractor to do the following, except to the extent modified in subsection (1) above.

    1. **Activity Type 1:** Door-to-Door/Boots-on-the-Ground Outreach

        Activities in this category consist of person-to-person outreach in pre-determined Census tracts or block-groups considered HTC (Attachment D, HTC Zones). Contractor must engage the public through canvassing and other geographic-based activities. Activities must include facilitating conversations about the Census and using County-approved talking points to communicate the importance of the Census. Contractor is required to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources.

        Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 1 outreach services for each HTC Zone listed in subsection (1) above.

    2. **Activity Type 2:** Innovative Outreach

        County is aware that door-to-door strategies will not work with all HTC communities and populations and that there is a need for innovative outreach. Activities in this category consist of innovative and cost-effective ideas to engage with and to educate HTC communities and populations on the Census (see Section IV Objectives below) and/or to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources. Some alternate ideas may include, but are not limited to:

        - Booths/tabling at community events, fairs, and highly visited areas, such as in front of businesses and supermarkets in HTC Zones (as identified in Attachment D)
        - Hosting community events to discuss the 2020 Census, its purpose and key elements
        - Establishing Questionnaire Assistance Centers (QAC) in high traffic areas where HTC residents frequently visit.
        - Contractor-hosted Census community events, town halls, forums, etc.
        - Outreach at faith-based locations
        - Connecting with groups using popular and culturally appropriate platforms

        Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 2 outreach services for each HTC Zone listed in subsection (1) above.

3. Contractors may propose as part of their proposed strategic plan, which may be incorporated into their final strategic plan, volunteer, no cost to County, in-kind resources such as access to community events, email blasts, social media presence, phone/text message banking, newsletters and other communications assets.

    In-kind activities may include:

    - Providing Census messaging deliverables during regular visits to HTC residents during the Contractor's existing operations
    - Promoting the Census in newsletters or other communication mediums owned by the contractor
    - Offering no-cost advertising space for Census branding and educational communications

4. Contractor is required to perform all activities included in the final strategic plan approved by the County.

IV. OBJECTIVES

In performing the Services under this Contract, Contractor shall achieve the following objectives:

1. **EDUCATE:**

   a) Contractor shall "educate" and inform the public about the Census process, purpose and timeline and inform the public that the Census data is confidential.

   b) Contractor shall inform the public of the importance of the Census and advise that based on the results of this Census, the State and County will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services that will be distributed locally.

2. **MOTIVATE:**

   a) Contractor shall "motivate" the public to participate in the census for the 2020 Census.

   b) Contractor shall work with the public to minimize/eliminate fear of completing the census questionnaire and instill trust that the government will not use this data in a negative way.

   c) Contractor shall utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.

3. **ACTIVATE:**

   a) Contractor shall engage trusted messengers in trusted environments to help the public, specifically the HTC communities, participate in the census.

   b) Contractor shall conduct and participate in community gatherings and other forums to rally the public to participate in the Census.

   c) Contractor shall collaborate with other stakeholders and across sectors to encourage the public to participate in the census process by filling out the census questionnaire.

   d) Contractor shall provide County with, data collected during outreach efforts, including phone numbers and activity information related to the collection of each data set.

V. CONTRACT REQUIREMENTS AND DELIVERABLES

1. **REQUIREMENTS:**

   a) Contractor must participate in a minimum of one subcommittee in the OCCCC, as determined by the County Lead Coordinator.

   b) Contractor must work with County Lead Coordinator, other Census outreach contractors and stakeholder partners as identified and directed by County.

   c) Contractor must complete the County reporting requests to comply with Contract terms, including reporting the outcomes of each outreach activity.

   d) Contractor must use only County approved outreach materials and messaging, as provided by County. Any other outreach material and messaging must be approved by County prior to use.

   e) Contractor must dedicate a full-time management staff member, who must remain consistent throughout the term of this Contract unless otherwise approved by County Lead Coordinator, and a team of support staff to handle County of Orange issues. Said individual(s) shall be subject to the approval of the County Executive Officer and/or Project Manager/Coordinator.

f) Contractor's completion rate for outreach services is based on the completion rate of services Contractor proposed for each HTC Zone and Activity Type in Contractor's response to Request for Proposal (RFP) 017-C023928-YG.

2. **DELIVERABLES:**

a) Contractor must meet with County for a kick-off meeting within thirty (30) calendar days of Contract start. At least five (5) business days before the kick-off meeting, Contractor must provide a proposed strategic plan that states the services to the HTC communities that will be performed and the project schedule for when the services will be performed (e.g., dates, location and events of outreach services).

b) Contractor must discuss the proposed strategic plan with County and receive approval on a final strategic plan by the County Lead Coordinator. County reserves the right to request changes to the proposed strategic plan during the kick-off meeting to ensure the County needs and/or new State requirements/mandates are met.

c) Contractor must meet monthly with County Lead Coordinator and other County designees to provide a review of the previous month's outreach services and to obtain County approval on any updates to the previously approved project schedule and outreach services. In preparation for each meeting, Contractor must provide a monthly report that describes the outreach services and the percent completion of outreach services (i.e., the HTC population count for each HTC Zone that has received Contractor's outreach services under this Contract).

d) Contractor must provide a final strategic plan, which must include at a minimum, the organization's name, how many staff involved, project schedule (date and time of activity), activity type, brief description of type of activity, identified/list the census tract, include an address, number of impressions, type of household, etc., within fifteen (15) calendar days of the kick-off meeting.

e) **Contractor shall not start any services under this Contract before the kick-off meeting and approval of Contractor's final strategic plan by the County Lead Coordinator.**

f) Contractor must provide a final report by May 15, 2020. At a minimum, the final report must include:

i. Local responses outcome.

ii. Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign.

iii. Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California.

iv. Evaluations, criteria used and further recommendations for 2030.

v. Any other information requested by County.

VI. COUNTY RIGHTS

1. County may cancel or reduce services and associated funds provided under this Contract in County's sole discretion if County determines Contractor does not meet one or more mutually agreed project schedule deadlines.

2. County reserves the right to make changes to services during the Contract term, as services are required to meet County needs or State mandated requirements.

ATTACHMENT B
COMPENSATION AND PRICING

I. COMPENSATION: This is a fixed fee Contract between County and Contractor to provide Regional Community-Based Outreach Services for the 2020 Census, as needed and as set forth in Attachment A, "Scope of Services."

Contractor shall receive the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. 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. There will be no up-front fees and Contractor shall only be compensated as set forth herein for work performed in accordance with Attachment A, Scope of Services. **County has no obligation to pay any sum in excess of the Fee specified herein unless authorized by amendment in accordance with Articles "C" and "P" of the County Contract Terms and Conditions.**

II. PRICING:

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and Activity Type 2 outreach services in each HTC Zone specified pursuant to Section IV. Payment Terms below.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
003	Zone 3	Activity Type 1	HTC Spanish and Vietnamese, plus Korean, Chinese, Tagalog & Arabic	$37,000.00
		Activity Type 2	HTC English, Spanish and Vietnamese.	$23,000.00

III. CONTRACTOR'S EXPENSE:

a. Fees listed in this Attachment B are inclusive of all administrative fees, operational fees, traveling fees, transportation fees, printed materials fees, parking fees and/or any other costs/fees required to provide such services. No additional fees or costs shall be paid beyond the flat fee stated.

b. Fees received under this Contract shall not be used for outreach services for the 2020 Census being provided by Contractor to another organization. The outreach services for the 2020 Census being provided by Contractor to another organization constitute volunteer, no cost to County, in-kind outreach services and are not to be included as part of the calculation to determine completion rate of outreach services.

c. If Contractor hosts or stages conferences or seminars to which County officials or employees are invited, Contractor is not entitled to any additional compensation or reimbursement of costs beyond the compensation allowed in this Attachment B. To the extent Contractor provides County officials or employees with free admission to a conference or seminar, or travel to and from such event, the parties will comply with the provisions of Title 2, Sections 18950.1 et seq. of the California Code of Regulations, and any other applicable law or regulation or County ordinance concerning the provision of services or gifts to public officers or employees.

IV. PAYMENT TERMS – Invoices are to be submitted in arrears to the person specified in this Attachment B, unless otherwise directed in this Contract. Payment milestones shall be set as follows:

Milestone	Project Completion*	Amount Due
1	County's approval of Final Strategic Plan.	20 % of total contract amount
2	County's approval of Contractor's monthly report detailing 60% completion of outreach services per activity for each HTC Zone.	40% of total contract amount
3	County's approval of Contractor's Final Report detailing 100% completion of outreach services per activity for each HTC Zone.	40% of total contract amount

*Contractor shall submit an invoice to County Lead Coordinator only after satisfactory completion and County acceptance of each milestone.

Contractor shall reference the Contract number on the invoice. Payment will be net thirty (30) business days after receipt of an invoice in a format acceptable to the County of Orange, verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with 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 services not provided or when services do not meet the Contract requirements.

Payments made by County do 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.

V. PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the Deputy Purchasing Agent.

VI. INVOICING INSTRUCTIONS:

Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

- **a.** Contractor's name and address
- **b.** Contractor's remittance address, if different from 1, above
- **c.** Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- **d.** Name of County agency/department
- **e.** Delivery/service address
- **f.** Master Agreement (MA); Contract (CT); or Purchase Order (PO) number
- **g.** Date of order
- **h.** Product/service description, quantity, and prices
- **i.** Sales tax, if applicable
- **j.** Freight/delivery charges, if applicable
- **k.** Total

Send Invoice(s) to:

County Executive Office
Attn: Saul Viramontes, Special Projects Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

ATTACHMENT C
STAFFING PLAN

I. Primary Staff /Key Personnel to perform Contract duties

Name	Classification Title	Years of Experience	Number of Years with Contractor
Curtis Gibbs	CAP OC Director of Planning & Business Dev.	40	3 ½
Alexander Caro	CAP OC Senior Planner	9	2
Yesenia Hernandez	CAP OC Census Community Outreach Coordinator	9	1
Carolyn Coleman	CAP OC Community Engagement Liaison	25	12
TBD*	To be hired with Bilingual Vietnamese Skills	TBD	TBD
Dolores Barrett	CAP OC Director of Community Partnerships & Services Department	30	20
Shawn Park	City of Garden Grove Senior Administrative Analyst	7	2
Gabriela O'Cadiz-Hernandez	City of Garden Grove Community Services Supervisor	19	19

II. Alternate staff/ Key Personnel (for use only if primary staff is not available)

Name*	Classification Title	Years of Experience	Number of Years with Contractor
TBD*	CAP OC Community Outreach Technician	/	/
Robin Zavala	AmeriCorps VIP Fellow	2	/
Patrick Nguyen	CAP OC HR Department	6	4
Leland Lamy	CAP OC Energy Department	5	1.5
Jennifer Nguyen	CAP OC OC Food Bank	20	24

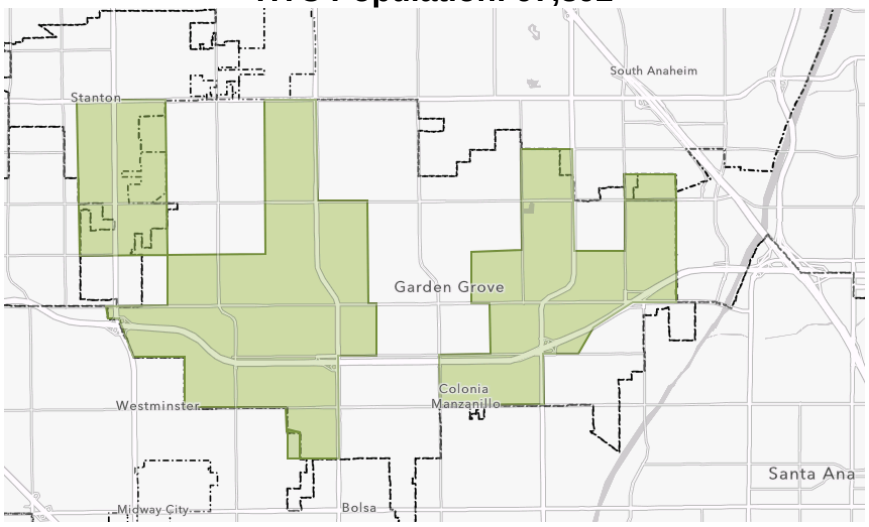
*County Lead Coordinator must receive the names and approve all "TBD" staff/key personnel during the kick-off meeting. Any staff/key personnel not approved by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

Contractor certifies that the primary staff/key personnel in this Attachment C will be used to perform the outreach services for the duration of the Contract, unless otherwise requested or approved by the County. Substitution or addition of primary staff/key personnel in any given category or classification is not allowed unless Contractor receives express prior written consent of the County Census Lead/Project Manager. ***Note: The written approval of substituted Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

Contractor has the right to involve staff/personnel, as their services are required, but only with County's express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required. ***Note: The written approval of additional Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

County has the right to remove any personnel from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information for the request to remove Contractor's staff/personnel and Contractor is required to comply within the time requested. Any staff/key personnel whose approval has been revoked/removed by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

Outreach Zone 3
HTC Population: 97,892



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
3	Stanton	189	6059087902	Census Tract 879.02	5,947	**67**	Spanish	57.1	Vietnamese	39.8	Mon	1.4
3	Garden Grove	231	6059088702	Census Tract 887.02	6,458	**49**	Vietnamese	61.1	Spanish	23.9	Korean	9.4
3	Garden Grove	382	6059088107	Census Tract 881.07	5,779	**51**	Vietnamese	56.5	Spanish	26.2	Korean	14.8
3	Garden Grove	383	6059088201	Census Tract 882.01	4,466	**60**	Spanish	53.2	Vietnamese	42.5	Korean	2.2
3	Garden Grove	385	6059088203	Census Tract 882.03	5,309	**57**	Vietnamese	41.2	Spanish	38.8	Arabic	9.1
3	Garden Grove	438	6059088402	Census Tract 884.02	5,103	**64**	Spanish	68.9	Vietnamese	20.2	Tagalog	7.5
3	Garden Grove	440	6059088501	Census Tract 885.01	6,911	**52**	Spanish	59.4	Vietnamese	37.5	Korean	2.4
3	Garden Grove	441	6059088802	Census Tract 888.02	5,374	**55**	Vietnamese	58.7	Spanish	33.1	Korean	2.3
3	Garden Grove	442	6059088901	Census Tract 889.01	7,187	**52**	Vietnamese	79.2	Spanish	16	Urdu	1.7
3	Garden Grove	470	6059088502	Census Tract 885.02	5,222	**63**	Vietnamese	52.1	Spanish	34.4	Korean	9.1
3	Garden Grove	513	6059088701	Census Tract 887.01	6,191	**77**	Vietnamese	47.1	Spanish	35.8	Korean	12.3
3	Garden Grove	514	6059088801	Census Tract 888.01	7,622	**61**	Vietnamese	56.9	Spanish	17.8	Korean	17.8
3	Garden Grove	631	6059076103	Census Tract 761.03	9,186	**69**	Spanish	61	Vietnamese	33	Arabic	2.6
3	Garden Grove	3446	6059089003	Census Tract 890.03	3,822	**64**	Spanish	56.7	Vietnamese	40	Korean	0.9
3	Stanton	3699	6059088104	Census Tract 881.04	4,967	**57**	Vietnamese	46.5	Spanish	44.6	Korean	3.7
3	Garden Grove	6727	6059089106	Census Tract 891.06	4,388	**74**	Spanish	64.8	Vietnamese	28.3	Chinese	4.1
3	Stanton	8006	6059087901	Census Tract 879.01	3,960	**55**	Spanish	44.6	Vietnamese	41.1	Korean	7.2

CONTRACT NUMBER MA-017-20010774
BETWEEN
COUNTY OF ORANGE
AND
LATINO HEALTH ACCESS
FOR
REGIONAL COMMUNITY-BASED OUTREACH SERVICES FOR THE 2020 CENSUS

This Contract MA-017-20010774 for Regional Community-Based Outreach Services for the 2020 Census (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and **Latino Health Access DBA Latino Center for Prevention and Action in Health & Welfare,** with a place of business at **450 West 4th Street, Santa Ana, CA 92701** (hereinafter referred to as "Contractor"), with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") to provide Regional Community-Based Outreach Services for the 2020 Census to the County; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or his designee to enter into a Contract for Regional Community-Based Outreach Services for the 2020 Census with Contractor; and

WHEREAS, Contractor agrees to provide Regional Community-Based Outreach Services for the 2020 Census to County as further set forth in the Scope of Services, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept payment set forth in the Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW THEREFORE, the Parties mutually agree as follows:

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, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by 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, price quoted 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 the 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 statement 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 after satisfactory acceptance and completion of each milestone as per Attachment B.

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 its indemnities as identified in paragraph "Z" below, and 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 shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities 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 and expenses but not including attorney's fees.

I. **Assignment or Sub-Contracting**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination**: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to 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, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

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**: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction**.** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the 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 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the 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 the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	$1,000,000 per occurrence

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 13or 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 will state ***AS REQUIRED BY WRITTEN CONTRACT.***

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, 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) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

P. **Changes**: Contractor shall make no changes in the work or perform any additional work without the County's specific 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 the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably

affect the 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 the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The 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 the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The 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 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

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 pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Intentionally Omitted.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of

this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") 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 Indemnities, 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 agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the 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: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. Scope of Contract: This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide regional community-based outreach services for the 2020 Census under a fixed fee Contract.

2. Term of Contract: This Contract shall commence upon execution of signatures or, upon the approval of the County Board of Supervisors and continue from that date until September 30, 2020, unless otherwise terminated by County. This Contract is non-renewable.

3. Americans with Disabilities Act (ADA): Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

4. Authorization Warranty: The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

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

- Terminate the Contract immediately, pursuant to Section K herein;
- Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
- Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. 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.

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

8. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services Contract or a Contract which includes a consulting component may be awarded a Contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services Contract. Therefore, any consultant that Contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

12. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

    For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

13. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

14. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

15. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference cheeks, coordinated by the agency/department issuing this Contract.

16. Contractor's Power and Authority: The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the County under this Contract.

17. Contractor's Project Manager and Key Personnel: Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

18. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

19. Contractor Work Hours and Safety Standards: Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws

20. Data- Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

21. Debarment: Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

22. Default: In case of default by Contractor, the County of Orange 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 the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the 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.

23. Disputes – Contract:

a) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

b) The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

c) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

d) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

24. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

a) 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).

b) Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;
ii. The organization's policy of maintaining a drug-free workplace;
iii. Any available counseling, rehabilitation and employee assistance programs; and
iv. Penalties that may be imposed upon employees for drug abuse violations.

c) Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:

i. Will receive a copy of the company's drug-free policy statement; and
ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

e) The Contractor has made false certification, or

f) The Contractor violates the certification by failing to carry out the requirements as noted above.

25. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11426 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. The 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, the Contractor will 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. The Contractor agrees to 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. The Contractor agrees to 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 agrees to 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.

26. 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 Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.

27. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. Interpretation of Contract: In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

29. Limitations of Actions: No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

30. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for 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 agreement.

31. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.

32. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers 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) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

33. **Notice of Claims**: Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.

34. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Latino Health Access
Attn: Gloria Montiel, Ph.D.
450 W. 4th Street, Suite 130
Santa Ana, CA 92701
Phone: (714) 542-7792

cc: Latino Health Access
Attn: Nancy Mejia
Phone: (714) 542-7792

County: County of Orange
County Executive Office
Attn: Saul Viramontes, Special Project Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701
Phone: (714) 834-4755

cc: County of Orange
CEO/County Procurement Office
Attn: Yarida Guzman, Deputy Purchasing Agent
1300 S. Grand Avenue
Building A – 2nd Floor
Santa Ana, CA 92705
Phone: (714) 567-7368

35. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

36. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.

37. Price Increase/Decrease: No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed.

38. Project Manager, County: The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

39. Project Schedule: The services performed under this Contract shall be done in accordance with the approved project schedule, which may be revised at anytime in County's sole discretion, with Contractor's concurrence. Contractor is responsible for adhering to the approved project schedule.

40. Promotional/Advertisement: County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services.

41. Publication: No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at 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, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

42. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall

provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

43. State Funds – Audits: When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, Contractor must allow Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or County. The State or County shall provide reasonable notice of such audit.

44. Waivers - Contract: The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE FOLLOWS

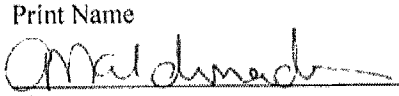
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

LATINO HEALTH ACCESS

*Pursuant to California Corporations Code Section 313, a contractor that is a corporation must have two (2) signatures: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any 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 demonstrating the legal authority of the signatory to bind the corporation.

America Bracho, MPH, CDE	Board President & Chief Executive Officer
Print Name	Title
	December 12, 2019
Signature	Date

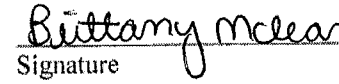
Olivia Maldonado	Board Secretary
Print Name	Title
	12/11/19
Signature	Date

****

COUNTY OF ORANGE A political subdivision of the State of California

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

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

BRITTANY MCLEAN	DEPUTY COUNTY COUNSEL
Print Name	Title
	12/12/19
Signature	Date

ATTACHMENT A
SCOPE OF SERVICES

I. BACKGROUND

The Orange County Board of Supervisors (Board) recognizes the need for Regional Community-Based Outreach Services for the 2020 Census in Orange County. Given this need, the Board is executing contracts with Community Based Organizations (CBOs) to provide various Regional Community-Based Outreach Services for the 2020 Census throughout the county. The Scope of Services that Contractor must provide under this Contract are set forth in this Attachment A.

Contractor must provide targeted person-to-person outreach to Hard-to-Count (HTC) communities and populations within the HTC Zones specified in this Attachment A. A description of all HTC Zones applicable to this Contract is set forth in Attachment D.

HTC communities and populations are those identified by the California Complete Count Office (CCC Office), which include:

- Latinos
- African-Americans
- Native Americans and Tribal Communities
- Asian-Americans & Pacific Islanders (API)
- Middle-Eastern North Africans (MENA)
- Immigrants and Refugees
- Farm-workers
- People with Disabilities
- Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
- Seniors/Older Adults
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency

II. DEFINITIONS

County Lead Coordinator: County agency assigned project lead or County Project Manager.

DPA: Deputy Purchasing Agent

CBO: Community-Based Organization, Non-profit, School Districts.

HTC: Hard-to-Count

CCC Office: California Complete County Office

QAC: Questionnaire Assistance Centers

NRFU: Non-Response Follow-Up

OCCCC: OC Complete Count Committee

FRCs: Family Resource Centers

Local CCCs: Complete Count Committees in zone, including city, ethnic, and sector committees

Shall or Will: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in termination for cause under this Contract.

III. SERVICES

1. Contractor shall provide the following regional community-based outreach services for the 2020 Census:

   a) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 5

   b) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 7.

2. Activity Type 1 and Activity Type 2 outreach services require Contractor to do the following, except to the extent modified in subsection (1) above:

   a) **Activity Type 1:** Door-to-Door/Boots-on-the-Ground Outreach

      Activities in this category consist of person-to-person outreach in pre-determined Census tracts or block-groups considered HTC (Attachment D, HTC Zones). Contractor must engage the public through canvassing and other geographic-based activities. Activities must include facilitating conversations about the Census and using County-approved talking points to communicate the importance of the Census. Contractor is required to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources.

      Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 1 outreach services for each HTC Zone listed in subsection (1) above.

   b) **Activity Type 2:** Innovative Outreach

      County is aware that door-to-door strategies will not work with all HTC communities and populations and that there is a need for innovative outreach. Activities in this category consist of innovative and cost-effective ideas to engage with and to educate HTC communities and populations on the Census (see Section IV Objectives below) and/or to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources. Some alternate ideas may include, but are not limited to:

      - Booths/tabling at community events, fairs, and highly visited areas, such as in front of businesses and supermarkets in HTC Zones (as identified in Attachment D)
      - Hosting community events to discuss the 2020 Census, its purpose and key elements
      - Establishing Questionnaire Assistance Centers (QAC) in high traffic areas where HTC residents frequently visit
      - Contractor-hosted Census community events, town halls, forums, etc.
      - Outreach at faith-based locations
      - Connecting with groups using popular and culturally appropriate platforms

      Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 2 outreach services for each HTC Zone listed in subsection (1) above.

3. Contractors may propose as part of their proposed strategic plan, which may be incorporated into their final strategic plan, volunteer, no cost to County, in-kind resources such as access to community events, email blasts, social media presence, phone/text message banking, newsletters and other communications assets.

   In-kind activities may include:

   - Providing Census messaging deliverables during regular visits to HTC residents during the Contractor's existing operations
   - Promoting the Census in newsletters or other communication mediums owned by the contractor
   - Offering no-cost advertising space for Census branding and educational communications

4. Contractor is required to perform all activities included in the final strategic plan approved by the County.

IV. OBJECTIVES

In performing the Services under this Contract, Contractor shall achieve the following objectives:

1. **EDUCATE:**

   a) Contractor shall "educate" and inform the public about the Census process, purpose and timeline and inform the public that the Census data is confidential.

   b) Contractor shall inform the public of the importance of the Census and advise that based on the results of this Census, the State and County will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services that will be distributed locally.

2. **MOTIVATE:**

   a) Contractor shall "motivate" the public to participate in the census for the 2020 Census.

   b) Contractor shall work with the public to minimize/eliminate fear of completing the census questionnaire and instill trust that the government will not use this data in a negative way.

   c) Contractor shall utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.

3. **ACTIVATE:**

   a) Contractor shall engage trusted messengers in trusted environments to help the public, specifically the HTC communities, participate in the census.

   b) Contractor shall conduct and participate in community gatherings and other forums to rally the public to participate in the Census.

   c) Contractor shall collaborate with other stakeholders and across sectors to encourage the public to participate in the census process by filling out the census questionnaire.

   d) Contractor shall provide County with, data collected during outreach efforts, including phone numbers and activity information related to the collection of each data set.

V. CONTRACT REQUIREMENTS AND DELIVERABLES

1. **REQUIREMENTS:**

   a) Contractor must participate in a minimum of one subcommittee in the OCCCC, as determined by the County Lead Coordinator.

   b) Contractor must work with County Lead Coordinator, other Census outreach contractors and stakeholder partners as identified and directed by County.

   c) Contractor must complete the County reporting requests to comply with Contract terms, including reporting the outcomes of each outreach activity.

   d) Contractor must use only County approved outreach materials and messaging, as provided by County. Any other outreach material and messaging must be approved by County prior to use.

   e) Contractor must dedicate a full-time management staff member, who must remain consistent throughout the term of this Contract unless otherwise approved by County Lead Coordinator, and a team of support staff to handle County of Orange issues. Said individual(s) shall be subject to the approval of the County Executive Officer and/or Project Manager/Coordinator.

f) Contractor's completion rate for outreach services is based on the completion rate of services Contractor proposed for each HTC Zone and Activity Type in Contractor's response to Request for Proposal (RFP) 017-C023928-YG.

2. **DELIVERABLES:**

a) Contractor must meet with County for a kick-off meeting within thirty (30) calendar days of Contract start. At least five (5) business days before the kick-off meeting, Contractor must provide a proposed strategic plan that states the services to the HTC communities that will be performed and the project schedule for when the services will be performed (e.g., dates, location and events of outreach services).

b) Contractor must discuss the proposed strategic plan with County and receive approval on a final strategic plan by the County Lead Coordinator. County reserves the right to request changes to the proposed strategic plan during the kick-off meeting to ensure the County needs and/or new State requirements/mandates are met.

c) Contractor must meet monthly with County Lead Coordinator and other County designees to provide a review of the previous month's outreach services and to obtain County approval on any updates to the previously approved project schedule and outreach services. In preparation for each meeting, Contractor must provide a monthly report that describes the outreach services and the percent completion of outreach services (i.e., the HTC population count for each HTC Zone that has received Contractor's outreach services under this Contract).

d) Contractor must provide a final strategic plan, which must include at a minimum, the organization's name, how many staff involved, project schedule (date and time of activity), activity type, brief description of type of activity, identified/list the census tract, include an address, number of impressions, type of household, etc., within fifteen (15) calendar days of the kick-off meeting.

e) **Contractor shall not start any services under this Contract before the kick-off meeting and approval of Contractor's final strategic plan by the County Lead Coordinator.**

f) Contractor must provide a final report by May 15, 2020. At a minimum, the final report must include:

i. Local responses outcome.

ii. Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign.

iii. Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California.

iv. Evaluations, criteria used and further recommendations for 2030.

v. Any other information requested by County.

VI. COUNTY RIGHTS

1. County may cancel or reduce services and associated funds provided under this Contract in County's sole discretion if County determines Contractor does not meet one or more mutually agreed project schedule deadlines.

2. County reserves the right to make changes to services during the Contract term, as services are required to meet County needs or State mandated requirements.

ATTACHMENT B
COMPENSATION AND PRICING

I. COMPENSATION: This is a fixed fee Contract between County and Contractor to provide Regional Community-Based Outreach Services for the 2020 Census, as needed and as set forth in Attachment A, "Scope of Services."

Contractor shall receive the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. 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. There will be no up-front fees and Contractor shall only be compensated as set forth herein for work performed in accordance with Attachment A, Scope of Services. **County has no obligation to pay any sum in excess of the Fee specified herein unless authorized by amendment in accordance with Articles "C" and "P" of the County Contract Terms and Conditions.**

II. PRICING:

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and/or Activity Type 2 outreach services in each HTC Zone specified pursuant to Section IV. Payment Terms below.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
005	Zone 5	Activity Type 1	4,000	$25,000.00
		Activity Type 2	2,000	$5,000.00
007	Zone 7	Activity Type 1	6,000	$30,000.00
		Activity Type 2	2,000	$5,000.00

III. CONTRACTOR'S EXPENSE:

a. Fees listed in this Attachment B are inclusive of all administrative fees, operational fees, traveling fees, transportation fees, printed materials fees, parking fees and/or any other costs/fees required to provide such services. No additional fees or costs shall be paid beyond the flat fee stated.

b. Fees received under this Contract shall not be used for outreach services for the 2020 Census being provided by Contractor to another organization. The outreach services for the 2020 Census being provided by Contractor to another organization constitute volunteer, no cost to County, in-kind outreach services and are not to be included as part of the calculation to determine completion rate of outreach services.

c. If Contractor hosts or stages conferences or seminars to which County officials or employees are invited, Contractor is not entitled to any additional compensation or reimbursement of costs beyond the compensation allowed in this Attachment B. To the extent Contractor provides County officials or employees with free admission to a conference or seminar, or travel to and from such event, the parties will comply with the provisions of Title 2, Sections 18950.1 et seq. of the California Code of Regulations, and any other applicable law or regulation or County ordinance concerning the provision of services or gifts to public officers or employees.

IV. PAYMENT TERMS – Invoices are to be submitted in arrears to the person specified in this Attachment B, unless otherwise directed in this Contract. Payment milestones shall be set as follows:

Milestone	Project Completion*	Amount Due
1	County's approval of Final Strategic Plan.	20 % of total contract amount
2	County's approval of Contractor's monthly report detailing 60% completion of outreach services per activity for each HTC Zone.	40% of total contract amount
3	County's approval of Contractor's Final Report detailing 100% completion of outreach services per activity for each HTC Zone.	40% of total contract amount

*Contractor shall submit an invoice to County Lead Coordinator only after satisfactory completion and County acceptance of each milestone.

Contractor shall reference the Contract number on the invoice. Payment will be net thirty (30) business days after receipt of an invoice in a format acceptable to the County of Orange, verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with 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 services not provided or when services do not meet the Contract requirements.

Payments made by County do 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.

V. PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the Deputy Purchasing Agent.

VI. INVOICING INSTRUCTIONS:

Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

- **a.** Contractor's name and address
- **b.** Contractor's remittance address, if different from 1, above
- **c.** Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- **d.** Name of County agency/department
- **e.** Delivery/service address
- **f.** Master Agreement (MA); Contract (CT); or Purchase Order (PO) number
- **g.** Date of order
- **h.** Product/service description, quantity, and prices
- **i.** Sales tax, if applicable
- **j.** Freight/delivery charges, if applicable
- **k.** Total

Send Invoice(s) to:

County Executive Office
Attn: Saul Viramontes, Special Projects Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

ATTACHMENT C
STAFFING PLAN

I. Primary Staff /Key Personnel to perform Contract duties

Name	Classification Title	Years of Experience	Number of Years with Contractor
Hilda Ortiz	Program Coordinator, Civic Engagement	9	5
Hiromi Minakata	Dir. Emotional Wellness + South County Initiatives	14	14
TBD*	Promotores Zone 5		
TBD*	Promotores Zone 7		

II. Alternate staff/ Key Personnel (for use only if primary staff is not available)

Name	Classification Title	Years of Experience	Number of Years with Contractor
Nancy Mejia	Director, Community Engagement & Advocacy	15	5

*County Lead Coordinator must receive the names and approve all "TBD" staff/key personnel during the kick-off meeting. Any staff/key personnel not approved by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

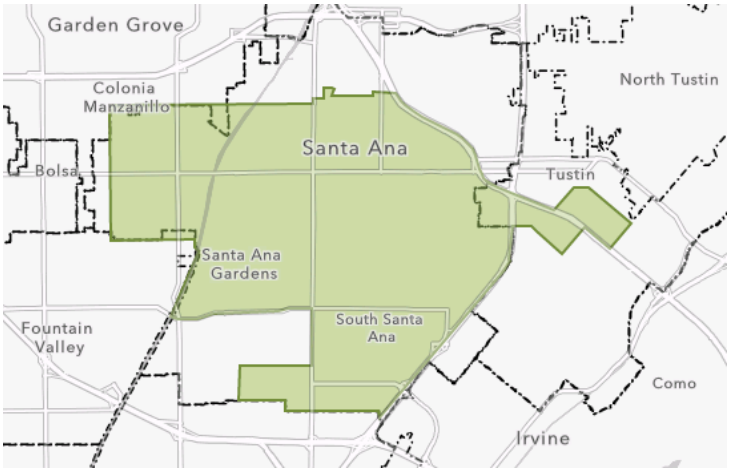
Contractor certifies that the primary staff/key personnel in this Attachment C will be used to perform the outreach services for the duration of the Contract, unless otherwise requested or approved by the County. Substitution or addition of primary staff/key personnel in any given category or classification is not allowed unless Contractor receives express prior written consent of the County Census Lead/Project Manager. ***Note: The written approval of substituted Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

Contractor has the right to involve staff/personnel, as their services are required, but only with County's express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required. ***Note: The written approval of additional Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

County has the right to remove any personnel from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information for the request to remove Contractor's staff/personnel and Contractor is required to comply within the time requested. Any staff/key personnel whose approval has been revoked/removed by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

ATTACHMENT D
COUNTY OF ORANGE - HTC ZONES MAP INDEX

Outreach Zone 5
HTC Population: 294,468



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
5	Santa Ana	169	6059074805	Census Tract 748.05	5,700	**89**	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	423	6059074803	Census Tract 748.03	8,937	**62**	Spanish	70.1	Vietnamese	28.3	Chinese	0.9
5	Santa Ana	451	6059074405	Census Tract 744.05	6,187	**93**	Spanish	98	Vietnamese	1.4	Korean	0.4
5	Santa Ana	452	6059074806	Census Tract 748.06	5,299	**89**	Spanish	93.4	Vietnamese	4.4	Chinese	1.4
5	Santa Ana	455	6059074901	Census Tract 749.01	9,846	**90**	Spanish	95.4	Chinese	3	Vietnamese	1.1
5	Santa Ana	456	6059074902	Census Tract 749.02	6,497	**93**	Spanish	100	Chinese	0	Japanese	0
5	Santa Ana	481	6059099247	Census Tract 992.47	3,542	**55**	Vietnamese	66.4	Spanish	27.4	Chinese	3.8
5	Santa Ana	482	6059099248	Census Tract 992.48	5,743	**67**	Spanish	72	Vietnamese	26.2	Chinese	1.6
5	Santa Ana	483	6059099249	Census Tract 992.49	4,690	**75**	Spanish	78.8	Vietnamese	20.2	Chinese	1
5	Santa Ana	492	6059074406	Census Tract 744.06	3,422	**72**	Spanish	98.5	Mon	1.5	Chinese	0
5	Tustin	493	6059074408	Census Tract 744.08	6,327	**78**	Spanish	98.7	Vietnamese	1.3	Arabic	0
5	Santa Ana	505	6059074502	Census Tract 745.02	5,631	**67**	Spanish	94.5	Vietnamese	3.6	Mon	1.3
5	Santa Ana	506	6059075002	Census Tract 750.02	8,022	**112**	Spanish	91.9	Chinese	4.9	Vietnamese	2.3
5	Santa Ana	507	6059075003	Census Tract 750.03	7,205	**100**	Spanish	98	Vietnamese	1.4	Other Indic languages	0.6
5	Santa Ana	625	6059075004	Census Tract 750.04	5,344	**100**	Spanish	100	Chinese	0	Japanese	0
5	Santa Ana	703	6059074501	Census Tract 745.01	7,481	**94**	Spanish	96.1	Mon	3.5	Vietnamese	0.3
5	Santa Ana	3155	6059074108	Census Tract 741.08	5,002	**48**	Spanish	96.9	Vietnamese	3.1	Arabic	0
5	Santa Ana	3156	6059074109	Census Tract 741.09	3,536	**67**	Spanish	83.6	Vietnamese	5.9	Laotian	3.1
5	Santa Ana	3162	6059074200	Census Tract 742	9,575	**51**	Spanish	98.3	Tagalog	1.4	Other PI languages	0.3
5	Santa Ana	3229	6059074004	Census Tract 740.04	8,555	**48**	Spanish	73.5	Vietnamese	14.3	Tagalog	7.4
5	Santa Ana	3230	6059074005	Census Tract 740.05	7,955	**64**	Spanish	86.5	Vietnamese	12	Japanese	0.9
5	Santa Ana	3231	6059074006	Census Tract 740.06	5,590	**56**	Spanish	89.9	Vietnamese	3.8	Chinese	1.7
5	Santa Ana	3232	6059074102	Census Tract 741.02	6,653	**60**	Spanish	89.3	Vietnamese	7.1	Chinese	1.6
5	Santa Ana	3233	6059074103	Census Tract 741.03	4,923	**50**	Spanish	95.6	Vietnamese	3.2	Other PI languages	0.8
5	Santa Ana	3300	6059089001	Census Tract 890.01	7,696	**57**	Vietnamese	60	Spanish	36.5	Chinese	3
5	Santa Ana	3313	6059074601	Census Tract 746.01	7,862	**69**	Spanish	98.2	Laotian	0.9	Vietnamese	0.5
5	Santa Ana	3314	6059075100	Census Tract 751	10,050	**78**	Spanish	91.6	Korean	6.3	Chinese	0.6
5	Santa Ana	3315	6059075201	Census Tract 752.01	6,417	**68**	Spanish	92.8	Vietnamese	6.1	Other PI languages	0.8

Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
5	Santa Ana	3316	6059075202	Census Tract 752.02	5,510	**57**	Spanish	95.6	Vietnamese	2.1	Thai	1.3
5	Santa Ana	3395	6059074701	Census Tract 747.01	8,599	**68**	Spanish	91.6	Vietnamese	6.7	Chinese	1.7
5	Santa Ana	3396	6059074702	Census Tract 747.02	6,163	**65**	Spanish	96.1	Chinese	2.5	Vietnamese	1.1
5	Santa Ana	3409	6059074602	Census Tract 746.02	8,087	**71**	Spanish	98.9	Mon	1.1	Chinese	0
5	Santa Ana	3410	6059074802	Census Tract 748.02	6,810	**74**	Spanish	90.7	Vietnamese	9.3	Arabic	0
5	Santa Ana	3447	6059089004	Census Tract 890.04	7,422	**72**	Spanish	57.5	Vietnamese	34.1	Laotian	5.1
5	Santa Ana	3450	6059089104	Census Tract 891.04	6,150	**84**	Spanish	71.8	Vietnamese	25.6	Mon	2.3
5	Santa Ana	3451	6059089105	Census Tract 891.05	6,543	**93**	Spanish	91.4	Vietnamese	7	Chinese	1.5
5	Tustin	3523	6059075507	Census Tract 755.07	5,556	**48**	Spanish	55	Korean	11	Other PI languages	6.8
5	Tustin	3525	6059075514	Census Tract 755.14	3,858	**79**	Spanish	85.8	Tagalog	3.7	Vietnamese	3.4
5	Santa Ana	3540	6059099202	Census Tract 992.02	8,430	**62**	Spanish	48.9	Vietnamese	42.2	Chinese	3.5
5	Santa Ana	3548	6059074003	Census Tract 740.03	4,311	**68**	Spanish	86.1	Russian	2.4	Persian	2.1
5	Santa Ana	3603	6059074801	Census Tract 748.01	6,568	**76**	Spanish	97.7	Vietnamese	1.6	Japanese	0.4
5	Santa Ana	3686	6059074300	Census Tract 743	4,163	**68**	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	3687	6059074403	Census Tract 744.03	6,023	**99**	Spanish	95.7	Vietnamese	1.7	Mon	1.4
5	Santa Ana	6548	6059074107	Census Tract 741.07	6,811	**52**	Spanish	68.2	Vietnamese	14.1	Other Indic languages	6.6
5	Tustin	6765	6059074407	Census Tract 744.07	5,642	**81**	Spanish	94.6	Vietnamese	1.2	Korean	1
5	Tustin	6792	6059075512	Census Tract 755.12	4,135	**67**	Spanish	74.1	Chinese	6.7	Other Asian languages	5

Outreach Zone 7
HTC Population: 86,558

Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
7	Laguna Hills	171	6059062647	Census Tract 626.47	4,447	**47**	Spanish	51.9	Chinese	15	Korean	9.3
7	Costa Mesa	229	6059063808	Census Tract 638.08	6,093	**70**	Spanish	97.2	Vietnamese	0.9	Other PI languages	0.9
7	Laguna Hills	865	6059062622	Census Tract 626.22	3,889	**49**	Korean	43.2	Persian	17.2	Chinese	13.7
7	Laguna Woods	984	6059062646	Census Tract 626.46	3,731	**54**	Chinese	34.7	Korean	13.7	Persian	10.5
7	San Clemente	1029	6059042107	Census Tract 421.07	4,492	**60**	Spanish	98.1	Tagalog	1.1	Thai	0.8
7	San Clemente	1030	6059042108	Census Tract 421.08	4,880	**51**	Spanish	96.9	Portuguese	3.1	Japanese	0
7	San Juan Capistrano	3005	6059042312	Census Tract 423.12	9,900	**57**	Spanish	97.6	Chinese	0.9	Other Indo	0.7
7	Costa Mesa	3011	6059063604	Census Tract 636.04	4,298	**65**	Spanish	87.2	Korean	5.1	Chinese	4.5
7	Costa Mesa	3187	6059063902	Census Tract 639.02	7,090	**54**	Spanish	65.8	Japanese	13.8	Other PI languages	9.7
7	Costa Mesa	3609	6059063605	Census Tract 636.05	5,445	**73**	Spanish	99	Arabic	1	Chinese	0
7	Costa Mesa	3610	6059063701	Census Tract 637.01	5,717	**77**	Spanish	93.7	Vietnamese	2	Mon	1.2
7	Costa Mesa	3611	6059063702	Census Tract 637.02	5,926	**47**	Spanish	89.9	Other Indo	3.1	Tagalog	2.5
7	Seal Beach	3656	6059099512	Census Tract 995.12	3,186	**48**	Spanish	39.4	German	24.8	Vietnamese	17.5
7	Laguna Woods	4175	6059062648	Census Tract 626.48	2,677	**48**	Korean	56.5	Chinese	22	Hungarian	11.3
7	Fountain Valley	6589	6059099251	Census Tract 992.51	5,949	**51**	Vietnamese	56	Arabic	12.4	Portuguese	11.7
7	Huntington Beach	6685	6059099402	Census Tract 994.02	8,838	**80**	Spanish	93.9	Vietnamese	3.3	Chinese	1

CONTRACT NUMBER MA-017-20010774
BETWEEN
COUNTY OF ORANGE
AND
MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES (MECCA)
FOR
REGIONAL COMMUNITY-BASED OUTREACH SERVICES FOR THE 2020 CENSUS

This Contract MA-017-20010774 for Regional Community-Based Outreach Services for the 2020 Census (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and **Multi-Ethnic Collaborative of Community Agencies**, with a place of business at **1505 E. 17th Street, Suite 123, Santa Ana, CA 92705** (hereinafter referred to as "Contractor"), with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") to provide Regional Community-Based Outreach Services for the 2020 Census to the County; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or his designee to enter into a Contract for Regional Community-Based Outreach Services for the 2020 Census with Contractor; and

WHEREAS, Contractor agrees to provide Regional Community-Based Outreach Services for the 2020 Census to County as further set forth in the Scope of Services, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept payment set forth in the Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW THEREFORE, the Parties mutually agree as follows:

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, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by 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, price quoted 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 the 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 statement 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 after satisfactory acceptance and completion of each milestone as per Attachment B.

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 its indemnities as identified in paragraph "Z" below, and 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 shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities 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 and expenses but not including attorney's fees.

I. **Assignment or Sub-Contracting**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination**: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to 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, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

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**: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction**.** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the 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 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the 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 the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	$1,000,000 per occurrence

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 13or 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 will state ***AS REQUIRED BY WRITTEN CONTRACT.***
2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, 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) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

P. **Changes**: Contractor shall make no changes in the work or perform any additional work without the County's specific 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 the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the 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 the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The 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 the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The 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 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

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 pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Intentionally Omitted.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all

covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") 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 Indemnities, 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 agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the 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:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract**: This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide regional community-based outreach services for the 2020 Census under a fixed fee Contract.

2. **Term of Contract:** This Contract shall commence upon execution of signatures or, upon the approval of the County Board of Supervisors and continue from that date until September 30, 2020, unless otherwise terminated by County. This Contract is non-renewable.

3. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

4. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

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

    - Terminate the Contract immediately, pursuant to Section K herein;
    - Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
    - Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
    - Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. **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.

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

8. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. Conflict with Existing Law: The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

11. Consulting Contract – Follow-On Work: No person or firm or subsidiary thereof who has been awarded a consulting services Contract or a Contract which includes a consulting component may be awarded a Contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services Contract. Therefore, any consultant that Contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

12. Contingent Fees: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

13. Contractor Bankruptcy/Insolvency: If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

14. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

15. Contractor Personnel-Reference Check: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference cheeks, coordinated by the agency/department issuing this Contract.

16. Contractor's Power and Authority: The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the County under this Contract.

17. Contractor's Project Manager and Key Personnel: Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

18. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

19. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws

20. **Data- Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

21. **Debarment:** Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

22. **Default:** In case of default by Contractor, the County of Orange 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 the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the 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.

23. **Disputes – Contract:**

a) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

b) The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

c) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

d) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

24. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

a) 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).

b) Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;

ii. The organization's policy of maintaining a drug-free workplace;

iii. Any available counseling, rehabilitation and employee assistance programs; and

iv. Penalties that may be imposed upon employees for drug abuse violations.

c) Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:

i. Will receive a copy of the company's drug-free policy statement; and

ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

e) The Contractor has made false certification, or

f) The Contractor violates the certification by failing to carry out the requirements as noted above.

25. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 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. The 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, the Contractor will 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. The Contractor agrees to 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. The Contractor agrees to 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 agrees to 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.

26. **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 Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.

27. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

29. **Limitations of Actions:** No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

30. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for 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 agreement.

31. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.

32. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers 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) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

33. **Notice of Claims**: Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work

under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.

34. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Multi-Ethnic Collaborative of Community Agencies (MECCA)
Attn: Iliana Soto Welty, Executive Director
1505 E. 17th Street, Suite 123
Santa Ana, CA 902705
Phone: (714) 202-4750

cc: Multi-Ethnic Collaborative of Community Agencies (MECCA)
Attn: Andrew Fahmy, Project Manager
Phone: (714) 202-4750

County: County of Orange
County Executive Office
Attn: Saul Viramontes, Special Project Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701
Phone: (714) 834-4755

cc: County of Orange
CEO/County Procurement Office
Attn: Yarida Guzman, Deputy Purchasing Agent
1300 S. Grand Avenue
Building A – 2nd Floor
Santa Ana, CA 92705
Phone: (714) 567-7368

35. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

36. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.

37. **Price Increase/Decrease:** No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or

cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed.

38. Project Manager, County: The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

39. Project Schedule: The services performed under this Contract shall be done in accordance with the approved project schedule, which may be revised at anytime in County's sole discretion, with Contractor's concurrence. Contractor is responsible for adhering to the approved project schedule.

40. Promotional/Advertisement: County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services.

41. Publication: No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at 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, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

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

43. State Funds – Audits: When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, Contractor must allow Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or County. The State or County shall provide reasonable notice of such audit.

44. Waivers - Contract: The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES (MECCA)

*Pursuant to California Corporations Code Section 313, a contractor that is a corporation must have two (2) signatures: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any 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 demonstrating the legal authority of the signatory to bind the corporation.

Iliana Soto Welty	Executive Director
Print Name	Title
Iliana Soto Welty	December 10, 2019
Signature	Date
Print Name	Title
Signature	Date

****

COUNTY OF ORANGE A political subdivision of the State of California

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

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

BRITTANY MCLEAN	DEPUTY COUNTY COUNSEL
Print Name	Title
Brittany Mclean	12/12/19
Signature	Date

ATTACHMENT A
SCOPE OF SERVICES

I. BACKGROUND

The Orange County Board of Supervisors (Board) recognizes the need for Regional Community-Based Outreach Services for the 2020 Census in Orange County. Given this need, the Board is executing contracts with Community Based Organizations (CBOs) to provide various Regional Community-Based Outreach Services for the 2020 Census throughout the county. The Scope of Services that Contractor must provide under this Contract are set forth in this Attachment A.

Contractor must provide targeted person-to-person outreach to Hard-to-Count (HTC) communities and populations within the HTC Zones specified in this Attachment A. A description of all HTC Zones applicable to this Contract is set forth in Attachment D.

HTC communities and populations are those identified by the California Complete Count Office (CCC Office), which include:

- Latinos
- African-Americans
- Native Americans and Tribal Communities
- Asian-Americans & Pacific Islanders (API)
- Middle-Eastern North Africans (MENA)
- Immigrants and Refugees
- Farm-workers
- People with Disabilities
- Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
- Seniors/Older Adults
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency

II. DEFINITIONS

County Lead Coordinator: County agency assigned project lead or County Project Manager.
DPA: Deputy Purchasing Agent
CBO: Community-Based Organization, Non-profit, School Districts.
HTC: Hard-to-Count
CCC Office: California Complete County Office
QAC: Questionnaire Assistance Centers
NRFU: Non-Response Follow-Up
OCCCC: OC Complete Count Committee
FRCs: Family Resource Centers
Local CCCs: Complete Count Committees in zone, including city, ethnic, and sector committees
Shall or Will: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in termination for cause under this Contract.

III. SERVICES

1. Contractor shall provide the following regional community-based outreach services for the 2020 Census:

    a) Activity Type 1 outreach services in HTC Zone 1;

b) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 2;
c) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 4;
d) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 5;
e) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 6; and
f) Activity Type 1 outreach services in HTC Zone 7, but with the below listed modification to Scope of Services for Zone 7 only:
   - No Census Activities in November and December.
   - No canvassing activities in San Clemente, San Juan Capistrano, Laguna Woods and Seal Beach

2. Activity Type 1 and Activity Type 2 outreach services require Contractor to do the following, except to the extent modified in subsection (1) above:

   a) **Activity Type 1:** Door-to-Door/Boots-on-the-Ground Outreach

   Activities in this category consist of person-to-person outreach in pre-determined Census tracts or block-groups considered HTC (Attachment D, HTC Zones). Contractor must engage the public through canvassing and other geographic-based activities. Activities must include facilitating conversations about the Census and using County-approved talking points to communicate the importance of the Census. Contractor is required to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources.

   Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 1 outreach services for each HTC Zone listed in subsection (1) above.

   b) **Activity Type 2:** Innovative Outreach

   County is aware that door-to-door strategies will not work with all HTC communities and populations and that there is a need for innovative outreach. Activities in this category consist of innovative and cost-effective ideas to engage with and to educate HTC communities and populations on the Census (see Section IV Objectives below) and/or to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources. Some alternate ideas may include, but are not limited to:

   - Booths/tabling at community events, fairs, and highly visited areas, such as in front of businesses and supermarkets in HTC Zones (as identified in Attachment D)
   - Hosting community events to discuss the 2020 Census, its purpose and key elements
   - Establishing Questionnaire Assistance Centers (QAC) in high traffic areas where HTC residents frequently visit
   - Contractor-hosted Census community events, town halls, forums, etc.
   - Outreach at faith-based locations
   - Connecting with groups using popular and culturally appropriate platforms

   Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 2 outreach services for each HTC Zone listed in subsection (1) above.

3. Contractors may propose as part of their proposed strategic plan, which may be incorporated into their final strategic plan, volunteer, no cost to County, in-kind resources such as access to community events, email blasts, social media presence, phone/text message banking, newsletters and other communications assets.

   In-kind activities may include:

- Providing Census messaging deliverables during regular visits to HTC residents during the Contractor's existing operations
- Promoting the Census in newsletters or other communication mediums owned by the contractor
- Offering no-cost advertising space for Census branding and educational communications

4. Contractor is required to perform all activities included in the final strategic plan approved by the County.

IV. OBJECTIVES

In performing the Services under this Contract, Contractor shall achieve the following objectives:

1. **EDUCATE:**

   a) Contractor shall "educate" and inform the public about the Census process, purpose and timeline and inform the public that the Census data is confidential.

   b) Contractor shall inform the public of the importance of the Census and advise that based on the results of this Census, the State and County will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services that will be distributed locally.

2. **MOTIVATE:**

   a) Contractor shall "motivate" the public to participate in the census for the 2020 Census.

   b) Contractor shall work with the public to minimize/eliminate fear of completing the census questionnaire and instill trust that the government will not use this data in a negative way.

   c) Contractor shall utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.

3. **ACTIVATE:**

   a) Contractor shall engage trusted messengers in trusted environments to help the public, specifically the HTC communities, participate in the census.

   b) Contractor shall conduct and participate in community gatherings and other forums to rally the public to participate in the Census.

   c) Contractor shall collaborate with other stakeholders and across sectors to encourage the public to participate in the census process by filling out the census questionnaire.

   d) Contractor shall provide County with, data collected during outreach efforts, including phone numbers and activity information related to the collection of each data set.

V. CONTRACT REQUIREMENTS AND DELIVERABLES

1. **REQUIREMENTS:**

   a) Contractor must participate in a minimum of one subcommittee in the OCCCC, as determined by the County Lead Coordinator.

   b) Contractor must work with County Lead Coordinator, other Census outreach contractors and stakeholder partners as identified and directed by County.

   c) Contractor must complete the County reporting requests to comply with Contract terms, including reporting the outcomes of each outreach activity.

d) Contractor must use only County approved outreach materials and messaging, as provided by County. Any other outreach material and messaging must be approved by County prior to use.

e) Contractor must dedicate a full-time management staff member, who must remain consistent throughout the term of this Contract unless otherwise approved by County Lead Coordinator, and a team of support staff to handle County of Orange issues. Said individual(s) shall be subject to the approval of the County Executive Officer and/or Project Manager/Coordinator.

f) Contractor's completion rate for outreach services is based on the completion rate of services Contractor proposed for each HTC Zone and Activity Type in Contractor's response to Request for Proposal (RFP) 017-C023928-YG.

2. **DELIVERABLES:**

a) Contractor must meet with County for a kick-off meeting within thirty (30) calendar days of Contract start. At least five (5) business days before the kick-off meeting, Contractor must provide a proposed strategic plan that states the services to the HTC communities that will be performed and the project schedule for when the services will be performed (e.g., dates, location and events of outreach services).

b) Contractor must discuss the proposed strategic plan with County and receive approval on a final strategic plan by the County Lead Coordinator. County reserves the right to request changes to the proposed strategic plan during the kick-off meeting to ensure the County needs and/or new State requirements/mandates are met.

c) Contractor must meet monthly with County Lead Coordinator and other County designees to provide a review of the previous month's outreach services and to obtain County approval on any updates to the previously approved project schedule and outreach services. In preparation for each meeting, Contractor must provide a monthly report that describes the outreach services and the percent completion of outreach services (i.e., the HTC population count for each HTC Zone that has received Contractor's outreach services under this Contract).

d) Contractor must provide a final strategic plan, which must include at a minimum, the organization's name, how many staff involved, project schedule (date and time of activity), activity type, brief description of type of activity, identified/list the census tract, include an address, number of impressions, type of household, etc., within fifteen (15) calendar days of the kick-off meeting.

e) **Contractor shall not start any services under this Contract before the kick-off meeting and approval of Contractor's final strategic plan by the County Lead Coordinator.**

f) Contractor must provide a final report by May 15, 2020. At a minimum, the final report must include:

i. Local responses outcome.

ii. Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign.

iii. Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California.

iv. Evaluations, criteria used and further recommendations for 2030.

v. Any other information requested by County.

VI. COUNTY RIGHTS

1. County may cancel or reduce services and associated funds provided under this Contract in County's sole discretion if County determines Contractor does not meet one or more mutually agreed project schedule deadlines.
2. County reserves the right to make changes to services during the Contract term, as services are required to meet County needs or State mandated requirements.

ATTACHMENT B
COMPENSATION AND PRICING

I. COMPENSATION: This is a fixed fee Contract between County and Contractor to provide Regional Community-Based Outreach Services for the 2020 Census, as needed and as set forth in Attachment A, "Scope of Services."

Contractor shall receive the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. 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. There will be no up-front fees and Contractor shall only be compensated as set forth herein for work performed in accordance with Attachment A, Scope of Services. **County has no obligation to pay any sum in excess of the fee specified herein unless authorized by amendment in accordance with Articles "C" and "P" of the County Contract Terms and Conditions.**

II. PRICING:

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and/or Activity Type 2 outreach services in each HTC Zone specified pursuant to Section IV. Payment Terms below.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
001	Zone 1	Activity Type 1	HTC - ALL	$21,000.00
002	Zone 2	Activity Type 1	HTC - ALL	$61,250.00
		Activity Type 2	HTC - ALL	$19,286.00
004	Zone 4	Activity Type 1	HTC - ALL	$23,917.00
		Activity Type 2	HTC - ALL	$19,286.00
005	Zone 5	Activity Type 1	HTC - ALL	$38,500.00
		Activity Type 2	HTC - ALL	$19,286.00
006	Zone 6	Activity Type 1	HTC - ALL	$23,917.00
		Activity Type 2	HTC - ALL	$19,286.00
007	Zone 7	Activity Type 1	HTC - ALL	$25,000.00

III. CONTRACTOR'S EXPENSE:

a. Fees listed in this Attachment B are inclusive of all administrative fees, operational fees, traveling fees, transportation fees, printed materials fees, parking fees and/or any other costs/fees required to provide such services. No additional fees or costs shall be paid beyond the flat fee stated.

b. Fees received under this Contract shall not be used for outreach services for the 2020 Census being provided by Contractor to another organization. The outreach services for the 2020 Census being provided by Contractor to another organization constitute volunteer, no cost to County, in-kind outreach services and are not to be included as part of the calculation to determine completion rate of outreach services.

c. If Contractor hosts or stages conferences or seminars to which County officials or employees are invited, Contractor is not entitled to any additional compensation or reimbursement of costs beyond the compensation allowed in this Attachment B. To the extent Contractor provides County officials or employees with free admission to a conference or seminar, or travel to and from such event, the parties will comply with the provisions of Title 2, Sections 18950.1 et seq. of the California Code of Regulations, and any other applicable law or regulation or County ordinance concerning the provision of services or gifts to public officers or employees.

IV. PAYMENT TERMS – Invoices are to be submitted in arrears to the person specified in this Attachment B, unless otherwise directed in this Contract. Payment milestones shall be set as follows:

Milestone	Project Completion*	Amount Due
1	County's approval of Final Strategic Plan.	20 % of total contract amount
2	County's approval of Contractor's monthly report detailing 60% completion of outreach services per activity for each HTC Zone.	40% of total contract amount
3	County's approval of Contractor's Final Report detailing 100% completion of outreach services per activity for each HTC Zone.	40% of total contract amount

*Contractor shall submit an invoice to County Lead Coordinator only after satisfactory completion and County acceptance of each milestone.

Contractor shall reference the Contract number on the invoice. Payment will be net thirty (30) business days after receipt of an invoice in a format acceptable to the County of Orange, verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with 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 services not provided or when services do not meet the Contract requirements.

Payments made by County do 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.

V. PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the Deputy Purchasing Agent.

VI. INVOICING INSTRUCTIONS:

Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

a. Contractor's name and address
b. Contractor's remittance address, if different from 1, above
c. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
d. Name of County agency/department
e. Delivery/service address
f. Master Agreement (MA); Contract (CT); or Purchase Order (PO) number
g. Date of order
h. Product/service description, quantity, and prices
i. Sales tax, if applicable
j. Freight/delivery charges, if applicable
k. Total

Send Invoice(s) to:
County Executive Office
Attn: Saul Viramontes, Special Projects Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

ATTACHMENT C
STAFFING PLAN

I. Primary Staff /Key Personnel to perform Contract duties

Name	Classification Title	Years of Experience	Number of Years with Contractor
Iliana Soto Welty	Executive Director	20	3
Andrew Fahmy	Project Manager	9	0.25
Michael Ramirez	Graduate Intern	5	0.25
Yesenia Ochoa	Operations and Program Administrator	20	2
Daneeka Wood	Case Manager	6	1
Muna Brejeyeh	Clinical Director	5	1
Shelly Ngo	Case Manager	3	1
Eli Reyna	Videographer	20	3

*County Lead Coordinator must receive the names and approve all "TBD" staff/key personnel during the kick-off meeting. Any staff/key personnel not approved by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

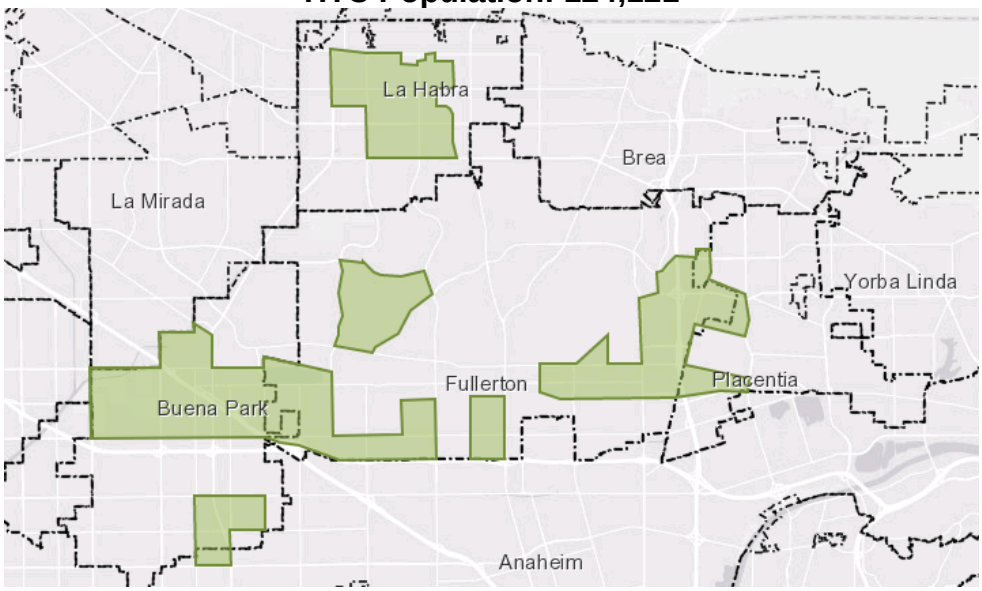
Contractor certifies that the primary staff/key personnel in this Attachment C will be used to perform the outreach services for the duration of the Contract, unless otherwise requested or approved by the County. Substitution or addition of primary staff/key personnel in any given category or classification is not allowed unless Contractor receives express prior written consent of the County Census Lead/Project Manager. ***Note: The written approval of substituted Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

Contractor has the right to involve staff/personnel, as their services are required, but only with County's express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required. ***Note: The written approval of additional Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

County has the right to remove any personnel from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information for the request to remove Contractor's staff/personnel and Contractor is required to comply within the time requested. Any staff/key personnel whose approval has been revoked/removed by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

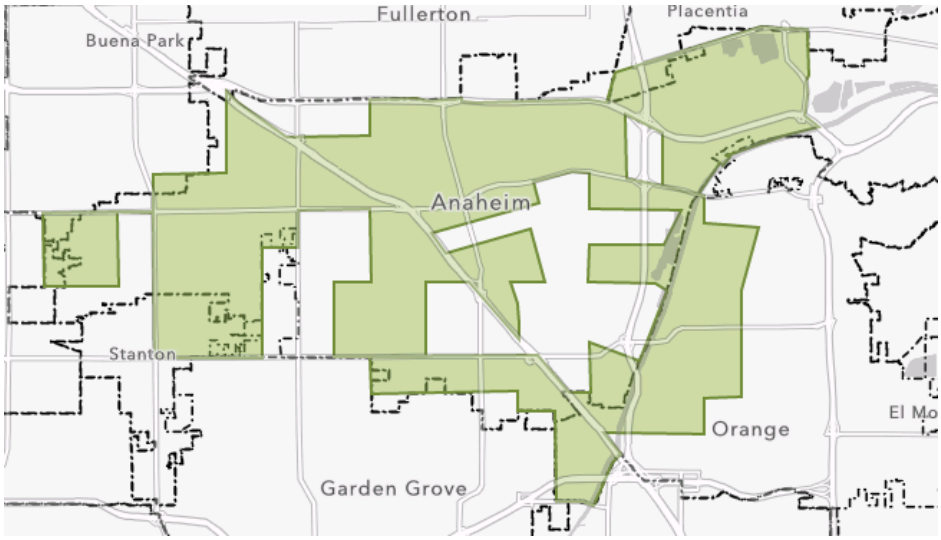
ATTACHMENT D
COUNTY OF ORANGE - HTC ZONES MAP INDEX

Outreach Zone 1
HTC Population: 124,121



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
1	Placentia	31	6059011711	Census Tract 117.11	8,139	**78**	Spanish	57	Hindi	8	Tagalog	7.6
1	Fullerton	846	6059001801	Census Tract 18.01	5,232	**90**	Spanish	72.2	Korean	11.4	Vietnamese	9.3
1	Fullerton	847	6059001802	Census Tract 18.02	8,230	**64**	Spanish	81.5	Korean	15	Chinese	2.3
1	Fullerton	848	6059001903	Census Tract 19.03	3,612	**51**	Spanish	77.1	Tagalog	6.1	Korean	4.7
1	Fullerton	850	6059011101	Census Tract 111.01	4,504	**60**	Spanish	90.9	Chinese	3.8	Vietnamese	3.3
1	Fullerton	904	6059011403	Census Tract 114.03	6,722	**58**	Spanish	64.6	Korean	11.8	Japanese	5.5
1	Fullerton	905	6059011502	Census Tract 115.02	3,982	**47**	Spanish	61.7	Chinese	13.8	Korean	9.5
1	Fullerton	964	6059011504	Census Tract 115.04	6,148	**75**	Chinese	43.8	Spanish	20.5	Arabic	9.6
1	Fullerton	965	6059011601	Census Tract 116.01	7,717	**94**	Spanish	91.5	Korean	5.3	Chinese	2
1	Placentia	1016	6059011708	Census Tract 117.08	4,668	**61**	Chinese	39.8	Arabic	10.8	Korean	9.1
1	Placentia	3000	6059011721	Census Tract 117.21	5,184	**69**	Spanish	89.7	Tagalog	3.9	Gujarati	2.3
1	La Habra	3196	6059001202	Census Tract 12.02	3,777	**52**	Spanish	97.3	Korean	1.8	Japanese	0.6
1	La Habra	3254	6059001303	Census Tract 13.03	5,892	**47**	Spanish	69	Korean	21.3	Tagalog	2.5
1	La Habra	3255	6059001304	Census Tract 13.04	3,827	**65**	Spanish	93.8	Tagalog	3.4	Other PI languages	2.7
1	Buena Park	3511	6059110402	Census Tract 1104.02	5,590	**56**	Spanish	69.7	Korean	11	Tagalog	8.1
1	Buena Park	3555	6059110500	Census Tract 1105	8,992	**85**	Spanish	72.3	Korean	15.6	Tagalog	6.7
1	Buena Park	3556	6059110603	Census Tract 1106.03	9,161	**77**	Spanish	77.3	Korean	16.7	Chinese	3
1	La Habra	3560	6059001201	Census Tract 12.01	5,737	**57**	Spanish	94	Korean	2.2	Russian	1.9
1	Buena Park	3605	6059110606	Census Tract 1106.06	4,483	**68**	Spanish	69.9	Tagalog	11.9	Korean	9.8
1	La Habra	3808	6059001103	Census Tract 11.03	4,753	**70**	Spanish	83.8	Korean	8.9	Tagalog	6
1	Fullerton	6738	6059001704	Census Tract 17.04	7,771	**48**	Korean	74	Chinese	12.3	Gujarati	6.5

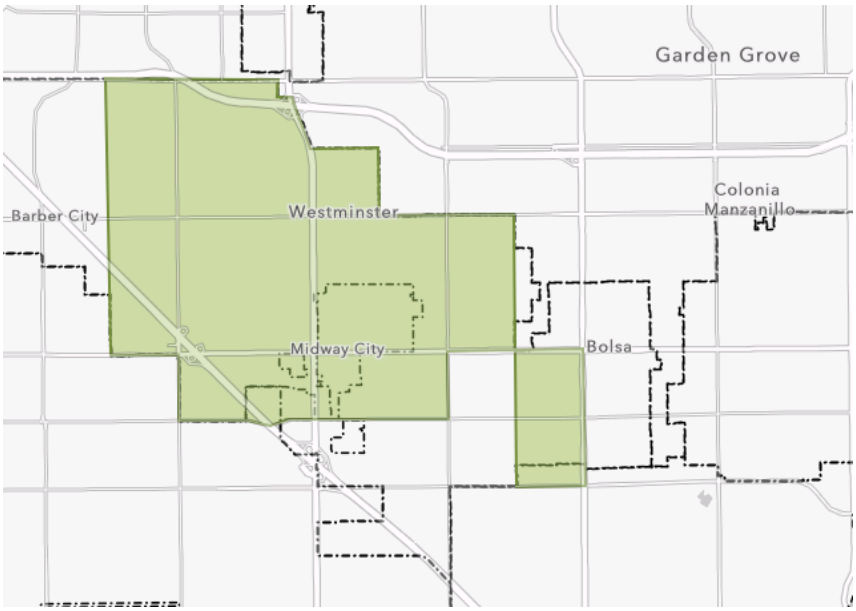
Outreach Zone 2
HTC Population: 256,906



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
2	Anaheim	179	6059087403	Census Tract 874.03	3,374	**88**	Spanish	96.1	Vietnamese	1.7	Korean	1.2
2	Anaheim	369	6059086402	Census Tract 864.02	5,587	**47**	Spanish	83.7	Tagalog	8.7	Vietnamese	3.9
2	Anaheim	370	6059086404	Census Tract 864.04	6,815	**53**	Spanish	84.2	Vietnamese	5.4	Chinese	4.7
2	Anaheim	372	6059086407	Census Tract 864.07	6,693	**48**	Spanish	75.1	Vietnamese	12.5	Tagalog	3.2
2	Anaheim	379	6059086501	Census Tract 865.01	4,421	**55**	Spanish	99.4	Arabic	0.4	Chinese	0.3
2	Anaheim	380	6059086502	Census Tract 865.02	6,320	**78**	Spanish	98.7	Korean	0.9	Vietnamese	0.5
2	Anaheim	427	6059086601	Census Tract 866.01	10,194	**87**	Spanish	91.4	Vietnamese	3.9	African languages	3.3
2	Anaheim	433	6059086702	Census Tract 867.02	7,471	**65**	Spanish	74.1	Tagalog	4.8	Vietnamese	4
2	Anaheim	435	6059086602	Census Tract 866.02	6,505	**74**	Spanish	82.6	Vietnamese	4.7	Chinese	2.7
2	Anaheim	463	6059086802	Census Tract 868.02	5,850	**54**	Spanish	65.4	Vietnamese	13.6	Chinese	4.9
2	Anaheim	464	6059086901	Census Tract 869.01	8,685	**83**	Spanish	54.5	Vietnamese	17	Tagalog	9.9
2	Buena Park	466	6059086803	Census Tract 868.03	9,411	**55**	Spanish	45.8	Korean	20	Vietnamese	15
2	Anaheim	467	6059086903	Census Tract 869.03	7,366	**59**	Spanish	67.4	Vietnamese	12.4	Korean	4.2
2	Orange	612	6059076101	Census Tract 761.01	10,338	**48**	Spanish	59	Vietnamese	13.7	Chinese	13.2
2	Orange	630	6059076102	Census Tract 761.02	7,949	**64**	Spanish	67	Korean	17.6	Vietnamese	7.9
2	Anaheim	702	6059086405	Census Tract 864.05	7,568	**65**	Spanish	94.9	Vietnamese	3.4	Persian	0.5
2	Anaheim	718	6059087101	Census Tract 871.01	4,743	**77**	Spanish	35.4	Korean	25.4	Vietnamese	10.5
2	Anaheim	719	6059087102	Census Tract 871.02	6,631	**56**	Spanish	76.1	Korean	15.4	Vietnamese	4.5
2	Anaheim	721	6059087105	Census Tract 871.05	4,280	**52**	Spanish	65	Vietnamese	17.7	Arabic	6.1
2	Anaheim	722	6059087106	Census Tract 871.06	5,164	**77**	Spanish	83.1	Vietnamese	9.3	Tagalog	3
2	Placentia	2999	6059011720	Census Tract 117.20	6,712	**91**	Spanish	96.3	Tagalog	1.4	Vietnamese	1.1
2	Anaheim	3327	6059087200	Census Tract 872	7,924	**60**	Spanish	90.8	Vietnamese	2.1	African languages	1.9
2	Anaheim	3328	6059087300	Census Tract 873	10,296	**84**	Spanish	90.7	Chinese	4	Korean	3.9
2	Anaheim	3330	6059087405	Census Tract 874.05	6,029	**100**	Spanish	93.4	Tagalog	2	Vietnamese	1.4
2	Anaheim	3428	6059087503	Census Tract 875.03	6,565	**64**	Spanish	81.4	Vietnamese	7.3	Chinese	2.6
2	Anaheim	3441	6059087504	Census Tract 875.04	7,407	**90**	Spanish	86.2	Vietnamese	10.6	Tagalog	1.3
2	Anaheim	3442	6059087601	Census Tract 876.01	5,356	**73**	Spanish	68.3	Vietnamese	10.5	Arabic	7.4
2	Anaheim	3443	6059087602	Census Tract 876.02	7,668	**48**	Spanish	70.5	Vietnamese	16.8	Korean	4.3
2	Anaheim	3495	6059110202	Census Tract 1102.02	7,874	**52**	Spanish	34.1	Tagalog	20.6	Vietnamese	15.4

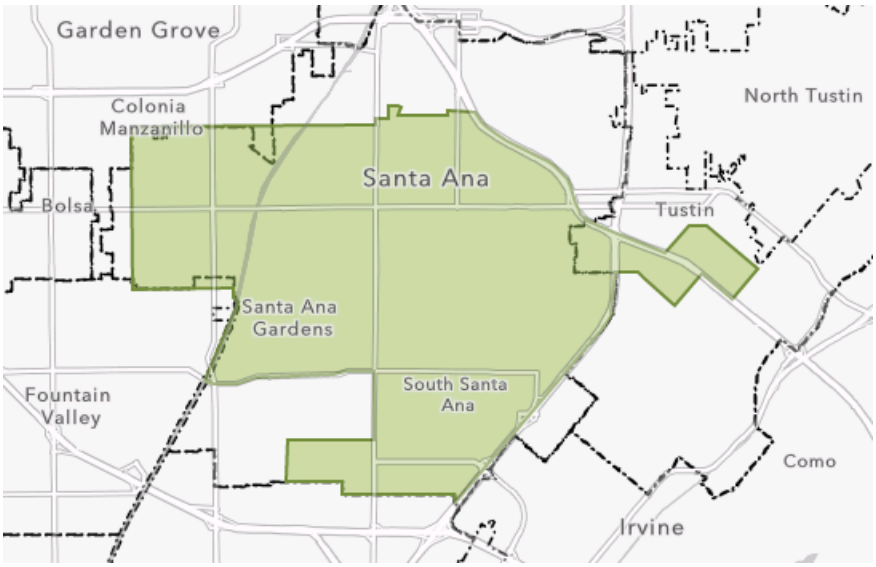
Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
2	Orange	3572	6059076204	Census Tract 762.04	4,732	**67**	Spanish	94.6	Vietnamese	4	Chinese	1.1
2	Stanton	3579	6059087803	Census Tract 878.03	5,501	**92**	Spanish	70.3	Vietnamese	22.1	Tagalog	4.3
2	Stanton	3580	6059087805	Census Tract 878.05	6,860	**65**	Spanish	65.7	Vietnamese	22	Korean	5.4
2	Anaheim	3581	6059087806	Census Tract 878.06	5,876	**74**	Spanish	47.2	Vietnamese	29	Arabic	8.7
2	Anaheim	3693	6059086304	Census Tract 863.04	4,836	**55**	Spanish	85.5	Chinese	4	Polish	2.8
2	Anaheim	3695	6059086306	Census Tract 863.06	4,786	**51**	Spanish	73.9	Vietnamese	15.2	Chinese	5.1
2	Anaheim	4176	6059087505	Census Tract 875.05	4,895	**74**	Spanish	70.5	Vietnamese	9	Korean	6
2	Anaheim	6663	6059087001	Census Tract 870.01	5,197	**63**	Spanish	72.3	Vietnamese	12.9	Tagalog	4.3
2	Anaheim	6664	6059087002	Census Tract 870.02	7,750	**55**	Spanish	46.5	Vietnamese	23.1	Arabic	10.4
2	Anaheim	6779	6059011714	Census Tract 117.14	945	**63**	Spanish	86.2	Chinese	5.3	Arabic	4.2
2	Anaheim	8008	6059087404	Census Tract 874.04	4,332	**89**	Spanish	96.1	Vietnamese	2.5	Chinese	1.1

Outreach Zone 4
HTC Population: 60,819



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
4	Westminster	307	6059099223	Census Tract 992.23	4,750	**62**	Vietnamese	70.2	Spanish	12.9	Arabic	7
4	Westminster	405	6059099701	Census Tract 997.01	6,181	**55**	Vietnamese	78.8	Spanish	13.9	Chinese	1.9
4	Westminster	448	6059099702	Census Tract 997.02	8,129	**54**	Vietnamese	59.9	Spanish	21.7	Chinese	5.9
4	Westminster	473	6059088905	Census Tract 889.05	5,456	**57**	Vietnamese	85.5	Spanish	11	Mon	1.7
4	Westminster	600	6059099801	Census Tract 998.01	5,855	**53**	Vietnamese	66.9	Spanish	29.9	Korean	1.4
4	Westminster	601	6059099802	Census Tract 998.02	5,100	**80**	Vietnamese	61.3	Spanish	33.9	Korean	2.1
4	Westminster	602	6059099803	Census Tract 998.03	5,368	**66**	Vietnamese	68.3	Spanish	25.2	Chinese	3.3
4	Westminster	3667	6059099601	Census Tract 996.01	7,301	**72**	Vietnamese	76.4	Spanish	16.6	Mon	2.4
4	Westminster	6591	6059099903	Census Tract 999.03	6,143	**51**	Vietnamese	58.6	Spanish	34.4	Chinese	4
4	Westminster	6607	6059099904	Census Tract 999.04	6,536	**63**	Vietnamese	62.4	Spanish	30.6	Chinese	2.4

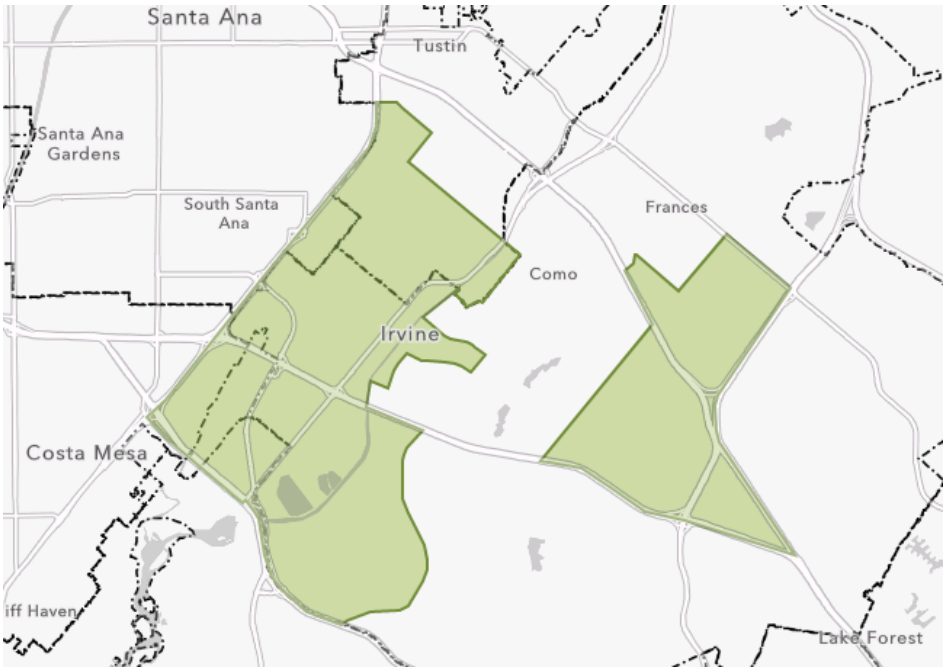
Outreach Zone 5
HTC Population: 294,468



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
5	Santa Ana	169	6059074805	Census Tract 748.05	5,700	**89**	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	423	6059074803	Census Tract 748.03	8,937	**62**	Spanish	70.1	Vietnamese	28.3	Chinese	0.9
5	Santa Ana	451	6059074405	Census Tract 744.05	6,187	**93**	Spanish	98	Vietnamese	1.4	Korean	0.4
5	Santa Ana	452	6059074806	Census Tract 748.06	5,299	**89**	Spanish	93.4	Vietnamese	4.4	Chinese	1.4
5	Santa Ana	455	6059074901	Census Tract 749.01	9,846	**90**	Spanish	95.4	Chinese	3	Vietnamese	1.1
5	Santa Ana	456	6059074902	Census Tract 749.02	6,497	**93**	Spanish	100	Chinese	0	Japanese	0
5	Santa Ana	481	6059099247	Census Tract 992.47	3,542	**55**	Vietnamese	66.4	Spanish	27.4	Chinese	3.8
5	Santa Ana	482	6059099248	Census Tract 992.48	5,743	**67**	Spanish	72	Vietnamese	26.2	Chinese	1.6
5	Santa Ana	483	6059099249	Census Tract 992.49	4,690	**75**	Spanish	78.8	Vietnamese	20.2	Chinese	1
5	Santa Ana	492	6059074406	Census Tract 744.06	3,422	**72**	Spanish	98.5	Mon	1.5	Chinese	0
5	Tustin	493	6059074408	Census Tract 744.08	6,327	**78**	Spanish	98.7	Vietnamese	1.3	Arabic	0
5	Santa Ana	505	6059074502	Census Tract 745.02	5,631	**67**	Spanish	94.5	Vietnamese	3.6	Mon	1.3
5	Santa Ana	506	6059075002	Census Tract 750.02	8,022	**112**	Spanish	91.9	Chinese	4.9	Vietnamese	2.3
5	Santa Ana	507	6059075003	Census Tract 750.03	7,205	**100**	Spanish	98	Vietnamese	1.4	Other Indic languages	0.6
5	Santa Ana	625	6059075004	Census Tract 750.04	5,344	**100**	Spanish	100	Chinese	0	Japanese	0
5	Santa Ana	703	6059074501	Census Tract 745.01	7,481	**94**	Spanish	96.1	Mon	3.5	Vietnamese	0.3
5	Santa Ana	3155	6059074108	Census Tract 741.08	5,002	**48**	Spanish	96.9	Vietnamese	3.1	Arabic	0
5	Santa Ana	3156	6059074109	Census Tract 741.09	3,536	**67**	Spanish	83.6	Vietnamese	5.9	Laotian	3.1
5	Santa Ana	3162	6059074200	Census Tract 742	9,575	**51**	Spanish	98.3	Tagalog	1.4	Other PI languages	0.3
5	Santa Ana	3229	6059074004	Census Tract 740.04	8,555	**48**	Spanish	73.5	Vietnamese	14.3	Tagalog	7.4
5	Santa Ana	3230	6059074005	Census Tract 740.05	7,955	**64**	Spanish	86.5	Vietnamese	12	Japanese	0.9
5	Santa Ana	3231	6059074006	Census Tract 740.06	5,590	**56**	Spanish	89.9	Vietnamese	3.8	Chinese	1.7
5	Santa Ana	3232	6059074102	Census Tract 741.02	6,653	**60**	Spanish	89.3	Vietnamese	7.1	Chinese	1.6
5	Santa Ana	3233	6059074103	Census Tract 741.03	4,923	**50**	Spanish	95.6	Vietnamese	3.2	Other PI languages	0.8
5	Santa Ana	3300	6059089001	Census Tract 890.01	7,696	**57**	Vietnamese	60	Spanish	36.5	Chinese	3
5	Santa Ana	3313	6059074601	Census Tract 746.01	7,862	**69**	Spanish	98.2	Laotian	0.9	Vietnamese	0.5
5	Santa Ana	3314	6059075100	Census Tract 751	10,050	**78**	Spanish	91.6	Korean	6.3	Chinese	0.6
5	Santa Ana	3315	6059075201	Census Tract 752.01	6,417	**68**	Spanish	92.8	Vietnamese	6.1	Other PI languages	0.8

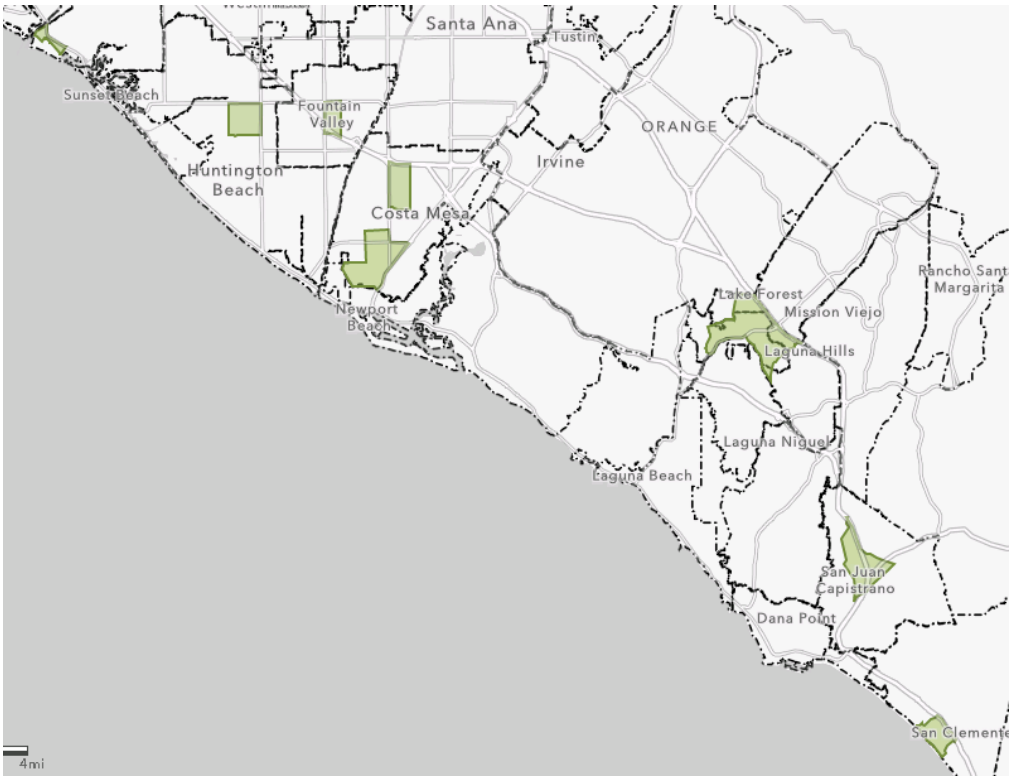
Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
5	Santa Ana	3316	6059075202	Census Tract 752.02	5,510	**57**	Spanish	95.6	Vietnamese	2.1	Thai	1.3
5	Santa Ana	3395	6059074701	Census Tract 747.01	8,599	**68**	Spanish	91.6	Vietnamese	6.7	Chinese	1.7
5	Santa Ana	3396	6059074702	Census Tract 747.02	6,163	**65**	Spanish	96.1	Chinese	2.5	Vietnamese	1.1
5	Santa Ana	3409	6059074602	Census Tract 746.02	8,087	**71**	Spanish	98.9	Mon	1.1	Chinese	0
5	Santa Ana	3410	6059074802	Census Tract 748.02	6,810	**74**	Spanish	90.7	Vietnamese	9.3	Arabic	0
5	Santa Ana	3447	6059089004	Census Tract 890.04	7,422	**72**	Spanish	57.5	Vietnamese	34.1	Laotian	5.1
5	Santa Ana	3450	6059089104	Census Tract 891.04	6,150	**84**	Spanish	71.8	Vietnamese	25.6	Mon	2.3
5	Santa Ana	3451	6059089105	Census Tract 891.05	6,543	**93**	Spanish	91.4	Vietnamese	7	Chinese	1.5
5	Tustin	3523	6059075507	Census Tract 755.07	5,556	**48**	Spanish	55	Korean	11	Other PI languages	6.8
5	Tustin	3525	6059075514	Census Tract 755.14	3,858	**79**	Spanish	85.8	Tagalog	3.7	Vietnamese	3.4
5	Santa Ana	3540	6059099202	Census Tract 992.02	8,430	**62**	Spanish	48.9	Vietnamese	42.2	Chinese	3.5
5	Santa Ana	3548	6059074003	Census Tract 740.03	4,311	**68**	Spanish	86.1	Russian	2.4	Persian	2.1
5	Santa Ana	3603	6059074801	Census Tract 748.01	6,568	**76**	Spanish	97.7	Vietnamese	1.6	Japanese	0.4
5	Santa Ana	3686	6059074300	Census Tract 743	4,163	**68**	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	3687	6059074403	Census Tract 744.03	6,023	**99**	Spanish	95.7	Vietnamese	1.7	Mon	1.4
5	Santa Ana	6548	6059074107	Census Tract 741.07	6,811	**52**	Spanish	68.2	Vietnamese	14.1	Other Indic languages	6.6
5	Tustin	6765	6059074407	Census Tract 744.07	5,642	**81**	Spanish	94.6	Vietnamese	1.2	Korean	1
5	Tustin	6792	6059075512	Census Tract 755.12	4,135	**67**	Spanish	74.1	Chinese	6.7	Other Asian languages	5

Outreach Zone 6
HTC Population: 99,853



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
6	Irvine	185	6059062610	Census Tract 626.10	9,192	**63**	Chinese	27.9	Persian	23.9	Korean	12.2
6	Irvine	745	6059052517	Census Tract 525.17	12,535	**50**	Chinese	32.8	Korean	17.4	Japanese	13.1
6	Irvine	748	6059052518	Census Tract 525.18	5,645	**76**	Arabic	29	Korean	18.3	Persian	17
6	Irvine	751	6059052521	Census Tract 525.21	5,195	**73**	Japanese	20.2	Chinese	18.7	Persian	18.1
6	Irvine	860	6059062611	Census Tract 626.11	4,643	**72**	Chinese	34.6	Persian	14.1	Korean	12.8
6	Irvine	862	6059062614	Census Tract 626.14	17,232	**64**	Chinese	41.9	Spanish	19.8	Korean	17.8
6	Irvine	916	6059062627	Census Tract 626.27	3,731	**72**	Chinese	35	Korean	21.4	Persian	20.8
6	Irvine	3526	6059075515	Census Tract 755.15	18,827	**64**	Spanish	49.7	Chinese	14.8	Vietnamese	14.5
6	Irvine	6546	6059052418	Census Tract 524.18	19,452	**51**	Korean	33.1	Chinese	27.8	Persian	11.4
6	Irvine	6760	6059062626	Census Tract 626.26	3,401	**71**	Korean	30.8	Persian	23.9	Arabic	11.3

Outreach Zone 7
HTC Population: 86,558



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
7	Laguna Hills	171	6059062647	Census Tract 626.47	4,447	**47**	Spanish	51.9	Chinese	15	Korean	9.3
7	Costa Mesa	229	6059063808	Census Tract 638.08	6,093	**70**	Spanish	97.2	Vietnamese	0.9	Other PI languages	0.9
7	Laguna Hills	865	6059062622	Census Tract 626.22	3,889	**49**	Korean	43.2	Persian	17.2	Chinese	13.7
7	Laguna Woods	984	6059062646	Census Tract 626.46	3,731	**54**	Chinese	34.7	Korean	13.7	Persian	10.5
7	San Clemente	1029	6059042107	Census Tract 421.07	4,492	**60**	Spanish	98.1	Tagalog	1.1	Thai	0.8
7	San Clemente	1030	6059042108	Census Tract 421.08	4,880	**51**	Spanish	96.9	Portuguese	3.1	Japanese	0
7	San Juan Capistrano	3005	6059042312	Census Tract 423.12	9,900	**57**	Spanish	97.6	Chinese	0.9	Other Indo	0.7
7	Costa Mesa	3011	6059063604	Census Tract 636.04	4,298	**65**	Spanish	87.2	Korean	5.1	Chinese	4.5
7	Costa Mesa	3187	6059063902	Census Tract 639.02	7,090	**54**	Spanish	65.8	Japanese	13.8	Other PI languages	9.7
7	Costa Mesa	3609	6059063605	Census Tract 636.05	5,445	**73**	Spanish	99	Arabic	1	Chinese	0
7	Costa Mesa	3610	6059063701	Census Tract 637.01	5,717	**77**	Spanish	93.7	Vietnamese	2	Mon	1.2
7	Costa Mesa	3611	6059063702	Census Tract 637.02	5,926	**47**	Spanish	89.9	Other Indo	3.1	Tagalog	2.5
7	Seal Beach	3656	6059099512	Census Tract 995.12	3,186	**48**	Spanish	39.4	German	24.8	Vietnamese	17.5
7	Laguna Woods	4175	6059062648	Census Tract 626.48	2,677	**48**	Korean	56.5	Chinese	22	Hungarian	11.3
7	Fountain Valley	6589	6059099251	Census Tract 992.51	5,949	**51**	Vietnamese	56	Arabic	12.4	Portuguese	11.7
7	Huntington Beach	6685	6059099402	Census Tract 994.02	8,838	**80**	Spanish	93.9	Vietnamese	3.3	Chinese	1

CONTRACT NUMBER MA-017-20010774
BETWEEN
COUNTY OF ORANGE
AND
VISION Y COMPROMISO
FOR
REGIONAL COMMUNITY-BASED OUTREACH SERVICES FOR THE 2020 CENSUS

This Contract MA-017-20010774 for Regional Community-Based Outreach Services for the 2020 Census (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and **Vision y Compromiso**, with a place of business at **1000 Alameda Street, Los Angeles, CA 90012** (hereinafter referred to as "Contractor") with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") to provide Regional Community-Based Outreach Services for the 2020 Census to the County; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or his designee to enter into a Contract for Regional Community-Based Outreach Services for the 2020 Census with Contractor; and

WHEREAS, Contractor agrees to provide Regional Community-Based Outreach Services for the 2020 Census to County as further set forth in the Scope of Services, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept payment set forth in the Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW THEREFORE, the Parties mutually agree as follows:

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, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by 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, price quoted 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 the 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 statement 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 after satisfactory acceptance and completion of each milestone as per Attachment B.

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 its indemnities as identified in paragraph "Z" below, and 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 shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities 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 and expenses but not including attorney's fees.

I. **Assignment or Sub-Contracting**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination**: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this

provision shall subject Contractor to 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, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

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**: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction**.** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the 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 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the 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 the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or

subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	$1,000,000 per occurrence

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 13or 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 will state ***AS REQUIRED BY WRITTEN CONTRACT.***

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials,***

officers, agents and employees or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, 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) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

P. **Changes**: Contractor shall make no changes in the work or perform any additional work without the County's specific 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 the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the 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 the County any time there is a change in Contractor's name, conflict of interest or litigation

status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The 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 the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The 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 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

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 pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Intentionally Omitted.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all

Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") 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 Indemnities, 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 agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the 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:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the

dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract**: This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide regional community-based outreach services for the 2020 Census under a fixed fee Contract.

2. **Term of Contract:** This Contract shall commence upon execution of signatures or, upon the approval of the County Board of Supervisors and continue from that date until September 30, 2020, unless otherwise terminated by County. This Contract is non-renewable.

3. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

4. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

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

    - Terminate the Contract immediately, pursuant to Section K herein;
    - Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
    - Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
    - Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. **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.

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

8. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best

interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services Contract or a Contract which includes a consulting component may be awarded a Contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services Contract. Therefore, any consultant that Contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

12. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

    For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

13. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

14. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

15. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference cheeks, coordinated by the agency/department issuing this Contract.

16. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any

breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the County under this Contract.

17. Contractor's Project Manager and Key Personnel: Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

18. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

19. Contractor Work Hours and Safety Standards: Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws

20. Data- Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

21. Debarment: Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

22. Default: In case of default by Contractor, the County of Orange 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 the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the 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.

23. Disputes – Contract:

a) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

b) The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

c) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in

good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

d) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

24. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

a) 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).

b) Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;
ii. The organization's policy of maintaining a drug-free workplace;
iii. Any available counseling, rehabilitation and employee assistance programs; and
iv. Penalties that may be imposed upon employees for drug abuse violations.

c) Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:

i. Will receive a copy of the company's drug-free policy statement; and
ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

e) The Contractor has made false certification, or

f) The Contractor violates the certification by failing to carry out the requirements as noted above.

25. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11426 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. The 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, the Contractor will 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. The Contractor agrees to 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. The Contractor agrees to 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 agrees to 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.

26. 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 Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.

27. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. Interpretation of Contract: In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

29. Limitations of Actions: No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

30. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for 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 agreement.

31. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.

32. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers 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) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

33. **Notice of Claims**: Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.

34. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Vision y Compromiso
Attn: Melinda Cordero-Barzaga, Director
1000 Alameda Street
Los Angeles, CA 90012
Phone: (626) 864-6117

cc: Vision y Compromiso
Attn: Hugo Ramirez, Project Manager
Phone: (323) 422-2715

County: County of Orange
County Executive Office
Attn: Saul Viramontes, Special Project Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701
Phone: (714) 834-4755

cc: County of Orange
CEO/County Procurement Office
Attn: Yarida Guzman, Deputy Purchasing Agent
1300 S. Grand Avenue
Building A – 2nd Floor
Santa Ana, CA 92705
Phone: (714) 567-7368

35. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

36. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.

37. Price Increase/Decrease: No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed.

38. Project Manager, County: The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

39. Project Schedule: The services performed under this Contract shall be done in accordance with the approved project schedule, which may be revised at anytime in County's sole discretion, with Contractor's concurrence. Contractor is responsible for adhering to the approved project schedule.

40. Promotional/Advertisement: County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services.

41. Publication: No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at 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, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

42. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall

provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

43. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, Contractor must allow Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or County. The State or County shall provide reasonable notice of such audit.

44. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

VISION Y COMPROMISO

*Pursuant to California Corporations Code Section 313, a contractor that is a corporation must have two (2) signatures: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any 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 demonstrating the legal authority of the signatory to bind the corporation.

Cynthia Alvillar	Board Chairperson
Print Name	Title
DocuSigned by: Cynthia Alvillar 898A76649A58468...	12/12/2019
Signature	Date

Nancy Marsh	CFO
Print Name	Title
DocuSigned by: Nancy L Marsh 934F4BE34B68429...	12/12/2019
Signature	Date

****

COUNTY OF ORANGE A political subdivision of the State of California

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

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

BRITTANY MCLEAN	DEPUTY COUNTY COUNSEL
Print Name	Title
Brittany Mclean	12/12/19
Signature	Date

ATTACHMENT A
SCOPE OF SERVICES

I. BACKGROUND

The Orange County Board of Supervisors (Board) recognizes the need for Regional Community-Based Outreach Services for the 2020 Census in Orange County. Given this need, the Board is executing contracts with Community Based Organizations (CBOs) to provide various Regional Community-Based Outreach Services for the 2020 Census throughout the county. The Scope of Services that Contractor must provide under this Contract are set forth in this Attachment A.

Contractor must provide targeted person-to-person outreach to Hard-to-Count (HTC) communities and populations within the HTC Zones specified in this Attachment A. A description of all HTC Zones applicable to this Contract is set forth in Attachment D.

HTC communities and populations are those identified by the California Complete Count Office (CCC Office), which include:

- Latinos
- African-Americans
- Native Americans and Tribal Communities
- Asian-Americans & Pacific Islanders (API)
- Middle-Eastern North Africans (MENA)
- Immigrants and Refugees
- Farm-workers
- People with Disabilities
- Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
- Seniors/Older Adults
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency

II. DEFINITIONS

County Lead Coordinator: County agency assigned project lead or County Project Manager.

DPA: Deputy Purchasing Agent

CBO: Community-Based Organization, Non-profit, School Districts.

HTC: Hard-to-Count

CCC Office: California Complete County Office

QAC: Questionnaire Assistance Centers

NRFU: Non-Response Follow-Up

OCCCC: OC Complete Count Committee

FRCs: Family Resource Centers

Local CCCs: Complete Count Committees in zone, including city, ethnic, and sector committees

Shall or Will: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in termination for cause under this Contract.

III. SERVICES

1. Contractor shall provide the following regional community-based outreach services for the 2020 Census:

   a) Activity Type 1 outreach services in HTC Zone 1; and,

b) Activity Type 1 outreach services in HTC Zone 2.

c) Activity Type 1 outreach services in HTZ Zone 5.

2. Activity Type 1 outreach services require Contractor to do the following, except to the extent modified in subsection (1) above:

a) **Activity Type 1:** Door-to-Door/Boots-on-the-Ground Outreach

Activities in this category consist of person-to-person outreach in pre-determined Census tracts or block-groups considered HTC (Attachment D, HTC Zones). Contractor must engage the public through canvassing and other geographic-based activities. Activities must include facilitating conversations about the Census and using County-approved talking points to communicate the importance of the Census. Contractor is required to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources.

Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 1 outreach services for each HTC Zone listed in subsection (1) above.

IV. OBJECTIVES

In performing the Services under this Contract, Contractor shall achieve the following objectives:

1. **EDUCATE:**

a) Contractor shall "educate" and inform the public about the Census process, purpose and timeline and inform the public that the Census data is confidential.

b) Contractor shall inform the public of the importance of the Census and advise that based on the results of this Census, the State and County will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services that will be distributed locally.

2. **MOTIVATE:**

a) Contractor shall "motivate" the public to participate in the census for the 2020 Census.

b) Contractor shall work with the public to minimize/eliminate fear of completing the census questionnaire and instill trust that the government will not use this data in a negative way.

c) Contractor shall utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.

3. **ACTIVATE:**

a) Contractor shall engage trusted messengers in trusted environments to help the public, specifically the HTC communities, participate in the census.

b) Contractor shall conduct and participate in community gatherings and other forums to rally the public to participate in the Census.

c) Contractor shall collaborate with other stakeholders and across sectors to encourage the public to participate in the census process by filling out the census questionnaire.

d) Contractor shall provide County with, data collected during outreach efforts, including phone numbers and activity information related to the collection of each data set.

V. CONTRACT REQUIREMENTS AND DELIVERABLES

1. **REQUIREMENTS:**

a) Contractor must participate in a minimum of one subcommittee in the OCCCC, as determined by the County Lead Coordinator.

b) Contractor must work with County Lead Coordinator, other Census outreach contractors and stakeholder partners as identified and directed by County.

c) Contractor must complete the County reporting requests to comply with Contract terms, including reporting the outcomes of each outreach activity.

d) Contractor must use only County approved outreach materials and messaging, as provided by County. Any other outreach material and messaging must be approved by County prior to use.

e) Contractor must dedicate a full-time management staff member, who must remain consistent throughout the term of this Contract unless otherwise approved by County Lead Coordinator, and a team of support staff to handle County of Orange issues. Said individual(s) shall be subject to the approval of the County Executive Officer and/or Project Manager/Coordinator.

f) Contractor's completion rate for outreach services is based on the completion rate of services Contractor proposed for each HTC Zone and Activity Type in Contractor's response to Request for Proposal (RFP) 017-C023928-YG.

2. **DELIVERABLES:**

a) Contractor must meet with County for a kick-off meeting within thirty (30) calendar days of Contract start. At least five (5) business days before the kick-off meeting, Contractor must provide a proposed strategic plan that states the services to the HTC communities that will be performed and the project schedule for when the services will be performed (e.g., dates, location and events of outreach services).

b) Contractor must discuss the proposed strategic plan with County and receive approval on a final strategic plan by the County Lead Coordinator. County reserves the right to request changes to the proposed strategic plan during the kick-off meeting to ensure the County needs and/or new State requirements/mandates are met.

c) Contractor must meet monthly with County Lead Coordinator and other County designees to provide a review of the previous month's outreach services and to obtain County approval on any updates to the previously approved project schedule and outreach services. In preparation for each meeting, Contractor must provide a monthly report that describes the outreach services and the percent completion of outreach services (i.e., the HTC population count for each HTC Zone that has received Contractor's outreach services under this Contract).

d) Contractor must provide a final strategic plan, which must include at a minimum, the organization's name, how many staff involved, project schedule (date and time of activity), activity type, brief description of type of activity, identified/list the census tract, include an address, number of impressions, type of household, etc., within fifteen (15) calendar days of the kick-off meeting.

e) **Contractor shall not start any services under this Contract before the kick-off meeting and approval of Contractor's final strategic plan by the County Lead Coordinator.**

f) Contractor must provide a final report by May 15, 2020. At a minimum, the final report must include:

i. Local responses outcome.

ii. Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign.

iii. Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California.

iv. Evaluations, criteria used and further recommendations for 2030.

v. Any other information requested by County.

VI. COUNTY RIGHTS

1. County may cancel or reduce services and associated funds provided under this Contract in County's sole discretion if County determines Contractor does not meet one or more mutually agreed project schedule deadlines.

2. County reserves the right to make changes to services during the Contract term, as services are required to meet County needs or State mandated requirements.

ATTACHMENT B
COMPENSATION AND PRICING

I. COMPENSATION: This is a fixed fee Contract between County and Contractor to provide Regional Community-Based Outreach Services for the 2020 Census, as needed and as set forth in Attachment A, "Scope of Services."

Contractor shall receive the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. 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. There will be no up-front fees and Contractor shall only be compensated as set forth herein for work performed in accordance with Attachment A, Scope of Services. **County has no obligation to pay any sum in excess of the fee specified herein unless authorized by amendment in accordance with Articles "C" and "P" of the County Contract Terms and Conditions.**

II. PRICING:

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 outreach services in each HTC Zone specified pursuant to Section IV. Payment Terms below.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
001	Zone 1	Activity Type 1	HTC Latinos	$42,000.00
002	Zone 2	Activity Type 1	HTC Latinos	$27,500.00
005	Zone 5	Activity Type 1	HTC Latinos	$42,000.00

III. CONTRACTOR'S EXPENSE:

a. Fees listed in this Attachment B are inclusive of all administrative fees, operational fees, traveling fees, transportation fees, printed materials fees, parking fees and/or any other costs/fees required to provide such services. No additional fees or costs shall be paid beyond the flat fee stated.

b. Fees received under this Contract shall not be used for outreach services for the 2020 Census being provided by Contractor to another organization. The outreach services for the 2020 Census being provided by Contractor to another organization constitute volunteer, no cost to County, in-kind outreach services and are not to be included as part of the calculation to determine completion rate of outreach services.

c. If Contractor hosts or stages conferences or seminars to which County officials or employees are invited, Contractor is not entitled to any additional compensation or reimbursement of costs beyond the compensation allowed in this Attachment B. To the extent Contractor provides County officials or employees with free admission to a conference or seminar, or travel to and from such event, the parties will comply with the provisions of Title 2, Sections 18950.1 et seq. of the California Code of Regulations, and any other applicable law or regulation or County ordinance concerning the provision of services or gifts to public officers or employees.

IV. PAYMENT TERMS – Invoices are to be submitted in arrears to the person specified in this Attachment B, unless otherwise directed in this Contract. Payment milestones shall be set as follows:

Milestone	Project Completion*	Amount Due
1	County's approval of Final Strategic Plan.	20 % of total contract amount
2	County's approval of Contractor's monthly report detailing 60% completion of outreach services per activity for each HTC Zone.	40% of total contract amount
3	County's approval of Contractor's Final Report detailing 100% completion of outreach services per activity for each HTC Zone.	40% of total contract amount

*Contractor shall submit an invoice to County Lead Coordinator only after satisfactory completion and County acceptance of each milestone.

Contractor shall reference the Contract number on the invoice. Payment will be net thirty (30) business days after receipt of an invoice in a format acceptable to the County of Orange, verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with 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 services not provided or when services do not meet the Contract requirements.

Payments made by County do 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.

V. PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the Deputy Purchasing Agent.

VI. INVOICING INSTRUCTIONS:

Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

- **a.** Contractor's name and address
- **b.** Contractor's remittance address, if different from 1, above
- **c.** Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- **d.** Name of County agency/department
- **e.** Delivery/service address
- **f.** Master Agreement (MA); Contract (CT); or Purchase Order (PO) number
- **g.** Date of order
- **h.** Product/service description, quantity, and prices
- **i.** Sales tax, if applicable
- **j.** Freight/delivery charges, if applicable
- **k.** Total

Send Invoice(s) to:

County Executive Office
Attn: Saul Viramontes, Special Projects Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

ATTACHMENT C
STAFFING PLAN

I. Primary Staff /Key Personnel to perform Contract duties

Name	Classification Title	Years of Experience	Number of Years with Contractor
Hugo Ramirez	Director of Programs	20	4
TBD (1-6)*	Promotores – 25 Hours/Week (1-6)	2+	/
TBD*	Program Coordinator -30 Hours FTE	5	/
TBD*	1 Other - Program Coordinator (25 Hour/Week)	/	/
TBD*	4 Other – Promotores – 25 Hours/Week	/	/

II. Alternate staff/ Key Personnel (for use only if primary staff is not available)

Name	Classification Title	Years of Experience	Number of Years with Contractor
Alma Esquivel	Manager, Training & Education	20	16
TBD*	Program Coordinator	/	/

*County Lead Coordinator must receive the names and approve all "TBD" staff/key personnel during the kick-off meeting. Any staff/key personnel not approved by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

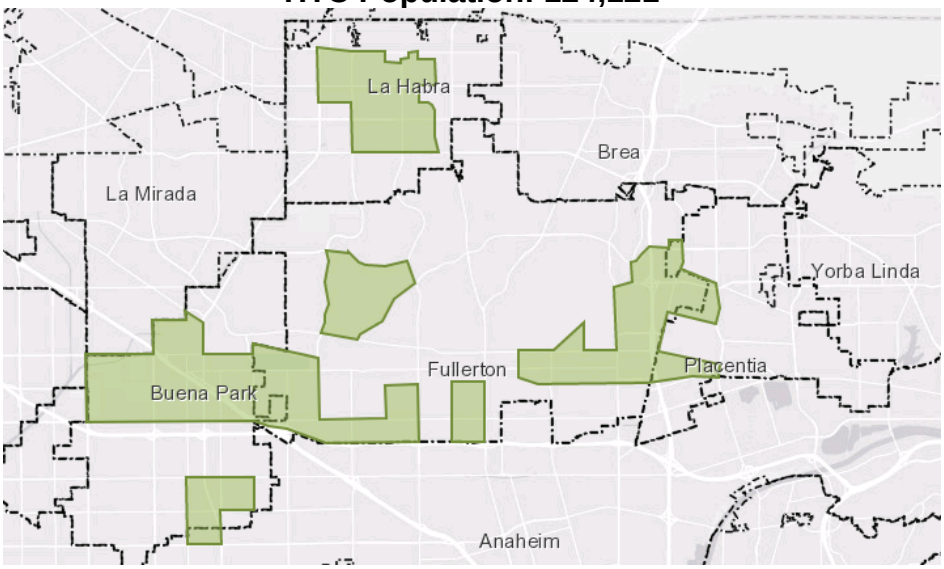
Contractor certifies that the primary staff/key personnel in this Attachment C will be used to perform the outreach services for the duration of the Contract, unless otherwise requested or approved by the County. Substitution or addition of primary staff/key personnel in any given category or classification is not allowed unless Contractor receives express prior written consent of the County Census Lead/Project Manager. ***Note: The written approval of substituted Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

Contractor has the right to involve staff/personnel, as their services are required, but only with County's express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required. ***Note: The written approval of additional Key Personnel is for <u>departmental use only</u> and shall not be used for auditing purposes.***

County has the right to remove any personnel from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information for the request to remove Contractor's staff/personnel and Contractor is required to comply within the time requested. Any staff/key personnel whose approval has been revoked/removed by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

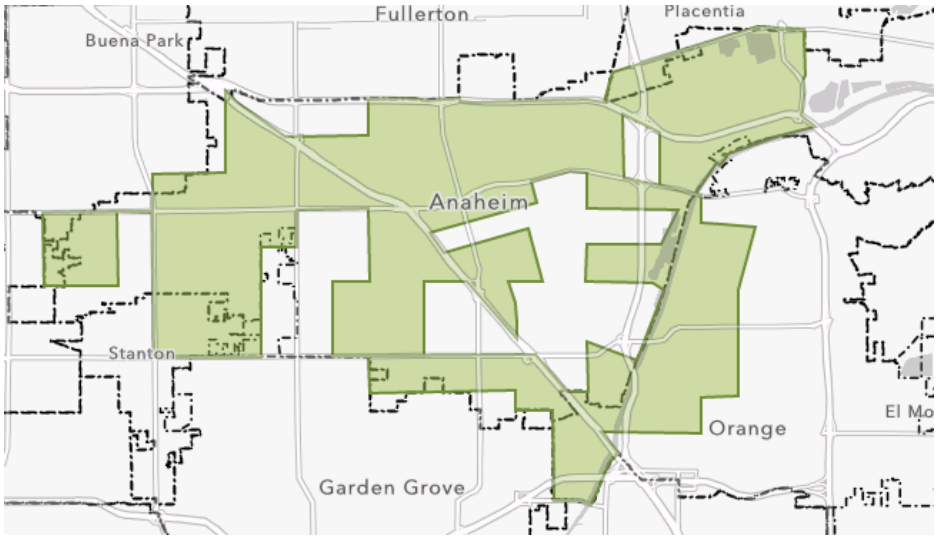
ATTACHMENT D
COUNTY OF ORANGE - HTC ZONES MAP INDEX

Outreach Zone 1
HTC Population: 124,121



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
1	Placentia	31	6059011711	Census Tract 117.11	8,139	**78**	Spanish	57	Hindi	8	Tagalog	7.6
1	Fullerton	846	6059001801	Census Tract 18.01	5,232	**90**	Spanish	72.2	Korean	11.4	Vietnamese	9.3
1	Fullerton	847	6059001802	Census Tract 18.02	8,230	**64**	Spanish	81.5	Korean	15	Chinese	2.3
1	Fullerton	848	6059001903	Census Tract 19.03	3,612	**51**	Spanish	77.1	Tagalog	6.1	Korean	4.7
1	Fullerton	850	6059011101	Census Tract 111.01	4,504	**60**	Spanish	90.9	Chinese	3.8	Vietnamese	3.3
1	Fullerton	904	6059011403	Census Tract 114.03	6,722	**58**	Spanish	64.6	Korean	11.8	Japanese	5.5
1	Fullerton	905	6059011502	Census Tract 115.02	3,982	**47**	Spanish	61.7	Chinese	13.8	Korean	9.5
1	Fullerton	964	6059011504	Census Tract 115.04	6,148	**75**	Chinese	43.8	Spanish	20.5	Arabic	9.6
1	Fullerton	965	6059011601	Census Tract 116.01	7,717	**94**	Spanish	91.5	Korean	5.3	Chinese	2
1	Placentia	1016	6059011708	Census Tract 117.08	4,668	**61**	Chinese	39.8	Arabic	10.8	Korean	9.1
1	Placentia	3000	6059011721	Census Tract 117.21	5,184	**69**	Spanish	89.7	Tagalog	3.9	Gujarati	2.3
1	La Habra	3196	6059001202	Census Tract 12.02	3,777	**52**	Spanish	97.3	Korean	1.8	Japanese	0.6
1	La Habra	3254	6059001303	Census Tract 13.03	5,892	**47**	Spanish	69	Korean	21.3	Tagalog	2.5
1	La Habra	3255	6059001304	Census Tract 13.04	3,827	**65**	Spanish	93.8	Tagalog	3.4	Other PI languages	2.7
1	Buena Park	3511	6059110402	Census Tract 1104.02	5,590	**56**	Spanish	69.7	Korean	11	Tagalog	8.1
1	Buena Park	3555	6059110500	Census Tract 1105	8,992	**85**	Spanish	72.3	Korean	15.6	Tagalog	6.7
1	Buena Park	3556	6059110603	Census Tract 1106.03	9,161	**77**	Spanish	77.3	Korean	16.7	Chinese	3
1	La Habra	3560	6059001201	Census Tract 12.01	5,737	**57**	Spanish	94	Korean	2.2	Russian	1.9
1	Buena Park	3605	6059110606	Census Tract 1106.06	4,483	**68**	Spanish	69.9	Tagalog	11.9	Korean	9.8
1	La Habra	3808	6059001103	Census Tract 11.03	4,753	**70**	Spanish	83.8	Korean	8.9	Tagalog	6
1	Fullerton	6738	6059001704	Census Tract 17.04	7,771	**48**	Korean	74	Chinese	12.3	Gujarati	6.5

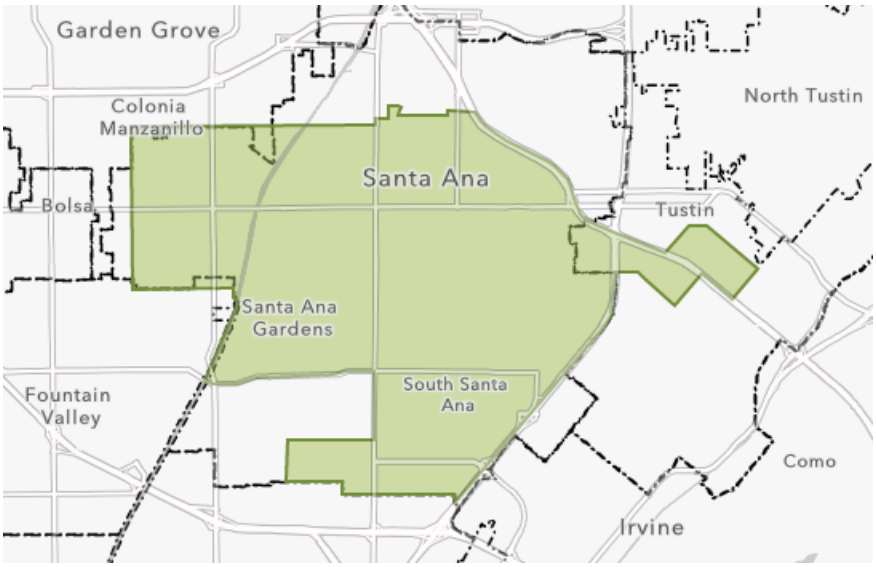
Outreach Zone 2
HTC Population: 256,906



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
2	Anaheim	179	6059087403	Census Tract 874.03	3,374	**88**	Spanish	96.1	Vietnamese	1.7	Korean	1.2
2	Anaheim	369	6059086402	Census Tract 864.02	5,587	**47**	Spanish	83.7	Tagalog	8.7	Vietnamese	3.9
2	Anaheim	370	6059086404	Census Tract 864.04	6,815	**53**	Spanish	84.2	Vietnamese	5.4	Chinese	4.7
2	Anaheim	372	6059086407	Census Tract 864.07	6,693	**48**	Spanish	75.1	Vietnamese	12.5	Tagalog	3.2
2	Anaheim	379	6059086501	Census Tract 865.01	4,421	**55**	Spanish	99.4	Arabic	0.4	Chinese	0.3
2	Anaheim	380	6059086502	Census Tract 865.02	6,320	**78**	Spanish	98.7	Korean	0.9	Vietnamese	0.5
2	Anaheim	427	6059086601	Census Tract 866.01	10,194	**87**	Spanish	91.4	Vietnamese	3.9	African languages	3.3
2	Anaheim	433	6059086702	Census Tract 867.02	7,471	**65**	Spanish	74.1	Tagalog	4.8	Vietnamese	4
2	Anaheim	435	6059086602	Census Tract 866.02	6,505	**74**	Spanish	82.6	Vietnamese	4.7	Chinese	2.7
2	Anaheim	463	6059086802	Census Tract 868.02	5,850	**54**	Spanish	65.4	Vietnamese	13.6	Chinese	4.9
2	Anaheim	464	6059086901	Census Tract 869.01	8,685	**83**	Spanish	54.5	Vietnamese	17	Tagalog	9.9
2	Buena Park	466	6059086803	Census Tract 868.03	9,411	**55**	Spanish	45.8	Korean	20	Vietnamese	15
2	Anaheim	467	6059086903	Census Tract 869.03	7,366	**59**	Spanish	67.4	Vietnamese	12.4	Korean	4.2
2	Orange	612	6059076101	Census Tract 761.01	10,338	**48**	Spanish	59	Vietnamese	13.7	Chinese	13.2
2	Orange	630	6059076102	Census Tract 761.02	7,949	**64**	Spanish	67	Korean	17.6	Vietnamese	7.9
2	Anaheim	702	6059086405	Census Tract 864.05	7,568	**65**	Spanish	94.9	Vietnamese	3.4	Persian	0.5
2	Anaheim	718	6059087101	Census Tract 871.01	4,743	**77**	Spanish	35.4	Korean	25.4	Vietnamese	10.5
2	Anaheim	719	6059087102	Census Tract 871.02	6,631	**56**	Spanish	76.1	Korean	15.4	Vietnamese	4.5
2	Anaheim	721	6059087105	Census Tract 871.05	4,280	**52**	Spanish	65	Vietnamese	17.7	Arabic	6.1
2	Anaheim	722	6059087106	Census Tract 871.06	5,164	**77**	Spanish	83.1	Vietnamese	9.3	Tagalog	3
2	Placentia	2999	6059011720	Census Tract 117.20	6,712	**91**	Spanish	96.3	Tagalog	1.4	Vietnamese	1.1
2	Anaheim	3327	6059087200	Census Tract 872	7,924	**60**	Spanish	90.8	Vietnamese	2.1	African languages	1.9
2	Anaheim	3328	6059087300	Census Tract 873	10,296	**84**	Spanish	90.7	Chinese	4	Korean	3.9
2	Anaheim	3330	6059087405	Census Tract 874.05	6,029	**100**	Spanish	93.4	Tagalog	2	Vietnamese	1.4
2	Anaheim	3428	6059087503	Census Tract 875.03	6,565	**64**	Spanish	81.4	Vietnamese	7.3	Chinese	2.6
2	Anaheim	3441	6059087504	Census Tract 875.04	7,407	**90**	Spanish	86.2	Vietnamese	10.6	Tagalog	1.3
2	Anaheim	3442	6059087601	Census Tract 876.01	5,356	**73**	Spanish	68.3	Vietnamese	10.5	Arabic	7.4
2	Anaheim	3443	6059087602	Census Tract 876.02	7,668	**48**	Spanish	70.5	Vietnamese	16.8	Korean	4.3
2	Anaheim	3495	6059110202	Census Tract 1102.02	7,874	**52**	Spanish	34.1	Tagalog	20.6	Vietnamese	15.4

Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
2	Orange	3572	6059076204	Census Tract 762.04	4,732	**67**	Spanish	94.6	Vietnamese	4	Chinese	1.1
2	Stanton	3579	6059087803	Census Tract 878.03	5,501	**92**	Spanish	70.3	Vietnamese	22.1	Tagalog	4.3
2	Stanton	3580	6059087805	Census Tract 878.05	6,860	**65**	Spanish	65.7	Vietnamese	22	Korean	5.4
2	Anaheim	3581	6059087806	Census Tract 878.06	5,876	**74**	Spanish	47.2	Vietnamese	29	Arabic	8.7
2	Anaheim	3693	6059086304	Census Tract 863.04	4,836	**55**	Spanish	85.5	Chinese	4	Polish	2.8
2	Anaheim	3695	6059086306	Census Tract 863.06	4,786	**51**	Spanish	73.9	Vietnamese	15.2	Chinese	5.1
2	Anaheim	4176	6059087505	Census Tract 875.05	4,895	**74**	Spanish	70.5	Vietnamese	9	Korean	6
2	Anaheim	6663	6059087001	Census Tract 870.01	5,197	**63**	Spanish	72.3	Vietnamese	12.9	Tagalog	4.3
2	Anaheim	6664	6059087002	Census Tract 870.02	7,750	**55**	Spanish	46.5	Vietnamese	23.1	Arabic	10.4
2	Anaheim	6779	6059011714	Census Tract 117.14	945	**63**	Spanish	86.2	Chinese	5.3	Arabic	4.2
2	Anaheim	8008	6059087404	Census Tract 874.04	4,332	**89**	Spanish	96.1	Vietnamese	2.5	Chinese	1.1

Outreach Zone 5
HTC Population: 294,468



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
5	Santa Ana	169	6059074805	Census Tract 748.05	5,700	**89**	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	423	6059074803	Census Tract 748.03	8,937	**62**	Spanish	70.1	Vietnamese	28.3	Chinese	0.9
5	Santa Ana	451	6059074405	Census Tract 744.05	6,187	**93**	Spanish	98	Vietnamese	1.4	Korean	0.4
5	Santa Ana	452	6059074806	Census Tract 748.06	5,299	**89**	Spanish	93.4	Vietnamese	4.4	Chinese	1.4
5	Santa Ana	455	6059074901	Census Tract 749.01	9,846	**90**	Spanish	95.4	Chinese	3	Vietnamese	1.1
5	Santa Ana	456	6059074902	Census Tract 749.02	6,497	**93**	Spanish	100	Chinese	0	Japanese	0
5	Santa Ana	481	6059099247	Census Tract 992.47	3,542	**55**	Vietnamese	66.4	Spanish	27.4	Chinese	3.8
5	Santa Ana	482	6059099248	Census Tract 992.48	5,743	**67**	Spanish	72	Vietnamese	26.2	Chinese	1.6
5	Santa Ana	483	6059099249	Census Tract 992.49	4,690	**75**	Spanish	78.8	Vietnamese	20.2	Chinese	1
5	Santa Ana	492	6059074406	Census Tract 744.06	3,422	**72**	Spanish	98.5	Mon	1.5	Chinese	0
5	Tustin	493	6059074408	Census Tract 744.08	6,327	**78**	Spanish	98.7	Vietnamese	1.3	Arabic	0
5	Santa Ana	505	6059074502	Census Tract 745.02	5,631	**67**	Spanish	94.5	Vietnamese	3.6	Mon	1.3
5	Santa Ana	506	6059075002	Census Tract 750.02	8,022	**112**	Spanish	91.9	Chinese	4.9	Vietnamese	2.3
5	Santa Ana	507	6059075003	Census Tract 750.03	7,205	**100**	Spanish	98	Vietnamese	1.4	Other Indic languages	0.6
5	Santa Ana	625	6059075004	Census Tract 750.04	5,344	**100**	Spanish	100	Chinese	0	Japanese	0
5	Santa Ana	703	6059074501	Census Tract 745.01	7,481	**94**	Spanish	96.1	Mon	3.5	Vietnamese	0.3
5	Santa Ana	3155	6059074108	Census Tract 741.08	5,002	**48**	Spanish	96.9	Vietnamese	3.1	Arabic	0
5	Santa Ana	3156	6059074109	Census Tract 741.09	3,536	**67**	Spanish	83.6	Vietnamese	5.9	Laotian	3.1
5	Santa Ana	3162	6059074200	Census Tract 742	9,575	**51**	Spanish	98.3	Tagalog	1.4	Other PI languages	0.3
5	Santa Ana	3229	6059074004	Census Tract 740.04	8,555	**48**	Spanish	73.5	Vietnamese	14.3	Tagalog	7.4
5	Santa Ana	3230	6059074005	Census Tract 740.05	7,955	**64**	Spanish	86.5	Vietnamese	12	Japanese	0.9
5	Santa Ana	3231	6059074006	Census Tract 740.06	5,590	**56**	Spanish	89.9	Vietnamese	3.8	Chinese	1.7
5	Santa Ana	3232	6059074102	Census Tract 741.02	6,653	**60**	Spanish	89.3	Vietnamese	7.1	Chinese	1.6
5	Santa Ana	3233	6059074103	Census Tract 741.03	4,923	**50**	Spanish	95.6	Vietnamese	3.2	Other PI languages	0.8
5	Santa Ana	3300	6059089001	Census Tract 890.01	7,696	**57**	Vietnamese	60	Spanish	36.5	Chinese	3
5	Santa Ana	3313	6059074601	Census Tract 746.01	7,862	**69**	Spanish	98.2	Laotian	0.9	Vietnamese	0.5
5	Santa Ana	3314	6059075100	Census Tract 751	10,050	**78**	Spanish	91.6	Korean	6.3	Chinese	0.6
5	Santa Ana	3315	6059075201	Census Tract 752.01	6,417	**68**	Spanish	92.8	Vietnamese	6.1	Other PI languages	0.8

Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
5	Santa Ana	3316	6059075202	Census Tract 752.02	5,510	**57**	Spanish	95.6	Vietnamese	2.1	Thai	1.3
5	Santa Ana	3395	6059074701	Census Tract 747.01	8,599	**68**	Spanish	91.6	Vietnamese	6.7	Chinese	1.7
5	Santa Ana	3396	6059074702	Census Tract 747.02	6,163	**65**	Spanish	96.1	Chinese	2.5	Vietnamese	1.1
5	Santa Ana	3409	6059074602	Census Tract 746.02	8,087	**71**	Spanish	98.9	Mon	1.1	Chinese	0
5	Santa Ana	3410	6059074802	Census Tract 748.02	6,810	**74**	Spanish	90.7	Vietnamese	9.3	Arabic	0
5	Santa Ana	3447	6059089004	Census Tract 890.04	7,422	**72**	Spanish	57.5	Vietnamese	34.1	Laotian	5.1
5	Santa Ana	3450	6059089104	Census Tract 891.04	6,150	**84**	Spanish	71.8	Vietnamese	25.6	Mon	2.3
5	Santa Ana	3451	6059089105	Census Tract 891.05	6,543	**93**	Spanish	91.4	Vietnamese	7	Chinese	1.5
5	Tustin	3523	6059075507	Census Tract 755.07	5,556	**48**	Spanish	55	Korean	11	Other PI languages	6.8
5	Tustin	3525	6059075514	Census Tract 755.14	3,858	**79**	Spanish	85.8	Tagalog	3.7	Vietnamese	3.4
5	Santa Ana	3540	6059099202	Census Tract 992.02	8,430	**62**	Spanish	48.9	Vietnamese	42.2	Chinese	3.5
5	Santa Ana	3548	6059074003	Census Tract 740.03	4,311	**68**	Spanish	86.1	Russian	2.4	Persian	2.1
5	Santa Ana	3603	6059074801	Census Tract 748.01	6,568	**76**	Spanish	97.7	Vietnamese	1.6	Japanese	0.4
5	Santa Ana	3686	6059074300	Census Tract 743	4,163	**68**	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	3687	6059074403	Census Tract 744.03	6,023	**99**	Spanish	95.7	Vietnamese	1.7	Mon	1.4
5	Santa Ana	6548	6059074107	Census Tract 741.07	6,811	**52**	Spanish	68.2	Vietnamese	14.1	Other Indic languages	6.6
5	Tustin	6765	6059074407	Census Tract 744.07	5,642	**81**	Spanish	94.6	Vietnamese	1.2	Korean	1
5	Tustin	6792	6059075512	Census Tract 755.12	4,135	**67**	Spanish	74.1	Chinese	6.7	Other Asian languages	5

CONTRACT SUMMARY FORM

REGIONAL COMMUNITY-BASED OUTREACH SERVICES FOR THE 2020 CENSUS

SUMMARY OF SIGNIFICANT CHANGES

N/A, this is a new contract

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

TYPES OF SERVICES:

a) **Activity Type 1:** Door-to-Door/Boots-on-the-Ground Outreach

Activities in this category consist of person-to-person outreach in pre-determined Census tracts or block-groups considered HTC (Attachment D, HTC Zones). Contractor must engage the public through canvassing and other geographic-based activities. Activities must include facilitating conversations about the Census and using County-approved talking points to communicate the importance of the Census. Contractor is required to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources.

b) **Activity Type 2:** Innovative Outreach

County is aware that door-to-door strategies will not work with all HTC communities and populations and that there is a need for innovative outreach. Activities in this category consist of innovative and cost-effective ideas to engage with and to educate HTC communities and populations on the Census (see Section IV Objectives below) and/or to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources. Some alternate ideas may include, but are not limited to:

- Booths/tabling at community events, fairs, and highly visited areas, such as in front of businesses and supermarkets in HTC Zones (as identified in Attachment D)
- Hosting community events to discuss the 2020 Census, its purpose and key elements
- Establishing Questionnaire Assistance Centers (QAC) in high traffic areas where HTC residents frequently visit.
- Contractor-hosted Census community events, town halls, forums, etc.
- Outreach at faith-based locations
- Connecting with groups using popular and culturally appropriate platforms

c) Contractors may propose as part of their proposed strategic plan, which may be incorporated into their final strategic plan, volunteer, no cost to County, in-kind resources such as access to community events, email blasts, social media presence, phone/text message banking, newsletters and other communications assets.

In-kind activities may include:

- Providing Census messaging deliverables during regular visits to HTC residents during the Contractor's existing operations
- Promoting the Census in newsletters or other communication mediums owned by the contractor
- Offering no-cost advertising space for Census branding and educational communications

d) Contractor is required to perform all activities included in the final strategic plan approved by the County based on their respective Scope of Services.

CONTRACTORS SERVICES AND PRICING:

I. VISION Y COMPROMISO

A. SERVICES

2. Contractor shall provide the following regional community-based outreach services for the 2020 Census:
   a) Activity Type 1 outreach services in HTC Zone 1; and,
   b) Activity Type 1 outreach services in HTC Zone 2.
   c) Activity Type 1 outreach services in HTZ Zone 5.

B. PRICING

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 outreach services in each HTC Zone.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
001	Zone 1	Activity Type 1	HTC Latinos	$42,000.00
002	Zone 2	Activity Type 1	HTC Latinos	$27,500.00
005	Zone 5	Activity Type 1	HTC Latinos	$42,000.00

II. COALITION FOR HUMANE IMMIGRANT RIGHTS (CHIRLA)

A. SERVICES

1. Contractor shall provide the following regional community-based outreach services for the 2020 Census:
   a) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 1;
   b) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 5;
   c) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 6; and

B. PRICING:

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and/or Activity Type 2 outreach services in each HTC Zone.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
001	Zone 1	Activity Type 1	Latinos, Immigrants and Refugees	$12,507.00
		Activity Type 2	Latinos, Immigrants and Refugees	$2,373.21
005	Zone 5	Activity Type 1	Latinos, Immigrants and Refugees	$31,844.76
		Activity Type 2	Latinos, Immigrants and Refugees	$6,042.58
006	Zone 6	Activity Type 1	Latinos, Immigrants and Refugees	$13,014.98
		Activity Type 2	Latinos, Immigrants and Refugees	$2,469.61

III. COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY

A. SERVICES

A. Contractor shall provide the following regional community-based outreach services for the 2020 Census:
   a) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 3.

B. PRICING

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and Activity Type 2 outreach services in each HTC Zone.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
003	Zone 3	Activity Type 1	HTC Spanish and Vietnamese, plus Korean, Chinese, Tagalog & Arabic	$37,000.00
		Activity Type 2	HTC English, Spanish and Vietnamese.	$23,000.00

IV. ALTAMED HEALTH SERVICES CORPORATION

A. SERVICES

1. Contractor shall provide the following regional community-based outreach services for the 2020 Census:
   a) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 2.
   b) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 5

B. PRICING

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and/or Activity Type 2 outreach services in each HTC Zone.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
001	Zone 2	Activity Type 1	15,000	$30,000.00
		Activity Type 2	35,000	$35,000.00
005	Zone 5	Activity Type 1	15,000	$30,000.00
		Activity Type 2	25,000	$25,000.00

V. MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES (MECCA)

A. SERVICES

1. Contractor shall provide the following regional community-based outreach services for the 2020 Census:
   d) Activity Type 1 outreach services in HTC Zone 1;
   e) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 2;
   f) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 4;
   g) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 5;
   h) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 6; and
   i) Activity Type 1 outreach services in HTC Zone 7, but with the below listed modification to Scope of Services for Zone 7 only:
      - No Census Activities in November and December.
      - No canvassing activities in San Clemente, San Juan Capistrano, Laguna Woods and Seal Beach

B. PRICING

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and/or Activity Type 2 outreach services in each HTC Zone.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
001	Zone 1	Activity Type 1	HTC - ALL	$21,000.00
002	Zone 2	Activity Type 1	HTC - ALL	$61,250.00
		Activity Type 2	HTC - ALL	$19,286.00
004	Zone 4	Activity Type 1	HTC - ALL	$23,917.00
		Activity Type 2	HTC - ALL	$19,286.00
005	Zone 5	Activity Type 1	HTC - ALL	$38,500.00
		Activity Type 2	HTC - ALL	$19,286.00
006	Zone 6	Activity Type 1	HTC - ALL	$23,917.00
		Activity Type 2	HTC - ALL	$19,286.00
007	Zone 7	Activity Type 1	HTC - ALL	$25,000.00

VI. LATINO HEALTH ACCESS

A. SERVICES

1. Contractor shall provide the following regional community-based outreach services for the 2020 Census:
   a) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 5
   b) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 7.

B. PRICING

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and/or Activity Type 2 outreach services in each HTC Zone.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
005	Zone 5	Activity Type 1	4,000	$25,000.00
		Activity Type 2	2,000	$5,000.00
007	Zone 7	Activity Type 1	6,000	$30,000.00
		Activity Type 2	2,000	$5,000.00

TOTAL NOT TO EXCEED CONTRACT AMOUNT: $699,983.55

Contractor's Expense: Included in the monthly fee listed in above, are all expenses, including but not limited to office, office furnishings, computers, staff, mail, travel, and telephone. The County will not provide free parking for any service in the County Civic Center.

County Executive Office

Memorandum

RECEIVED
2019 DEC 13 AM 7:46
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

December 12, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

S32C

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 17, 2019, Board Hearing.

Agency: Health Care Agency
Subject: Mental Health Awareness Campaign with Angels Baseball LP
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting that this item be added to the December 17, 2019, Board agenda as a Supplemental Item as the Health Care Agency (HCA) has an opportunity to promote Mental Health Awareness to Orange County residents during a marquee matchup with the New York Yankees. Due to competing vendors and Angels Baseball marketing deadlines, HCA would like to secure the contract upon Board approval. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: _____
Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S32C
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	12/17/19
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Health Care Agency
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Annette Mugrditchian (714) 834-5026 Jeff Nagel (714) 834-7024

RECEIVED
2019 DEC 13 AM 7:16
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

SUBJECT: Mental Health Awareness Campaign with Angels Baseball LP

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
CEO Signature	APPROVED AS TO FORM *Action* Brittany Mclean *County Counsel Signature*	Discussion 3 Votes Board Majority

Budgeted: Yes

Current Year Cost: $1,060,000

Annual Cost: FY 2020-21 $1,090,000
FY 2021-22 $1,120,000

Staffing Impact: No

# of Positions:

Sole Source: Yes

Current Fiscal Year Revenue: N/A

Funding Source: State: 100% (Mental Health Services Act /PROP 63)

County Audit in last 3 years: No

Prior Board Action: 05/21/2019 #33, 04/10/2018 #23

RECOMMENDED ACTION(S):

1. Approve a Sponsorship Agreement with Angels Baseball LP for strategic marketing and outreach services, effective December 17, 2019, through December 30, 2020, in an amount not to exceed $1,060,000, renewable for two additional one-year periods in an amount not to exceed $1,090,000 for year two, effective December 31, 2020, through December 30, 2021, and in an amount not to exceed $1,120,000 for year three, effective December 31, 2021, through December 30, 2022.

2. Authorize the Health Care Agency Director, or designee, to execute the contract as referenced in the Recommended Action above.

SUMMARY:

Approval of the Mental Health Awareness Campaign with Angels Baseball LP will increase the reach of the Health Care Agency's mental health awareness campaigns to Transitional Age Youth and young adults, as well as their family, friends and support networks, which will help achieve the goals of reducing mental health-related stigma and encouraging timely access to behavioral health services.

BACKGROUND INFORMATION:

The Mental Health Services Act (MHSA) represents a comprehensive approach to the development of community-based mental health services and supports and requires 19 percent of its allocation for Prevention and Early Intervention (PEI) services. Per PEI regulations established by the state Mental Health Services and Oversight Accountability Commission (MHSOAC), counties are required to use PEI funds to: 1) combat stigma associated with mental illness and/or the seeking of mental health services, 2) promote awareness around mental health issues and available services and 3) encourage and support timely access to needed mental health services.

In response to feedback received through the 2018 community planning process, the Health Care Agency (HCA) developed a time-limited PEI program focused on Transitional Age Youth (TAY) and young adults that was approved by the Board of Supervisors (Board) on May 21, 2019, as part of the MHSA Annual Plan Update for FY 2019-20. Using PEI funds, the goals of this three-year program are to improve help-seeking behaviors and increase education and awareness of mental health issues and available resources. Although these program services will be available to those who are enrolled in Orange County colleges, universities and adult educational schools, the program is also intended to reach TAY and young adults who are not enrolled in educational institutions, as well as the individuals who support them.

As part of the TAY and Young Adult Mental Health Services program, this campaign will seek to leverage the work of and enhance partnership with the California Mental Health Services Authority (CalMHSA) Statewide Projects program and dramatically increase HCA's existing mental health awareness, suicide prevention and stigma reduction efforts by strategically placing its messaging in a professional sporting event venue (i.e., Angel Stadium) over the course of the baseball season (see Attachment A for Sponsorship Agreement). Angels Baseball LP (ABLP) is one of the only two Major League Baseball teams that has had three million fans per season for 15 straight years, and its fan base is diverse in age, ethnicity and socioeconomic status. Thus, not only will this campaign reach thousands in the intended age range, but it will have the added advantage of reaching well beyond the target age group.

- 28 percent of all fans, including those who attend games or watch or listen to games, and 32 percent of game attendees are between the ages of 18-34.
- 40 percent of all fans (35 percent of game attendees) are Latino/Hispanic, and approximately half are non-white.
- Approximately 61 percent of all fans and game attendees are male.
- 23 percent of all fans (34 percent of game attendees) have a household income of less than $50,000.

Through this Mental Health Awareness campaign, Angels fans and viewers will be exposed to logos (see Attachment B) from outreach campaigns such as Each Mind Matters, Know the Signs and/or Help@Hand (formerly known as the Technology Suite Innovation project, which was approved by your Board on May 10, 2018) and their associated mental health information and messages through the following activities aired during the 2020 Angels baseball season.

<u>Mental Health Awareness Campaign (season-long):</u>

- Two 30-second radio commercials promoting HCA Mental Health Awareness messages during the in-game broadcast for all 162 regular season game broadcasts on Angels Radio AM830 KLAA.

- HCA Mental Health Awareness artwork on the panel behind home plate during one half inning of each Angels regular-season home game and on the Outfield Wall in Right Field at Angel Stadium.

In addition, HCA will sponsor a game day on May 31, 2020, during May's Mental Health Awareness month, at which time HCA will engage in intensive promotion of mental health awareness information and resources through the following additional activities:

Sponsored Game Day Activities (May 31, 2020 vs. New York Yankees):

- Two booths in Angel Stadium to hand out materials that promote Mental Health Awareness messages, as well as County behavioral health resources such as OC Links, Warmline and/or the Crisis Prevention Hotline.
- Distribution of the rally monkey with the Each Mind Matters logo to 30,000 game attendees.
- Sponsorship of the post-game viewing of the Disney Pixar movie *Inside Out*.
- HCA public service announcement (PSA) played in Angel Stadium before and after the game. The PSA will be a music video that promotes positive messages, facts and resources related to mental health and well-being. Orange County residents, including students, first responders, athletes, diverse racial and ethnic communities, faith communities and others, will be invited to create signs and messages consistent with the Each Mind Matters theme and participate in the video.
- HCA 15-second Mental Health Awareness advertisement aired during in-game in Angel Stadium.
- 500 View Level tickets and food/drink vouchers for the May 31, 2020, game for HCA to distribute.
- HCA Mental Health Awareness LED message played on rotation on The Big A during May 2020.

Support for execution and certain logistics of this campaign with ABLP, particularly the Sponsored Game Day Activities, will leverage Orange County's existing enhanced partnership with CalMHSA on statewide projects at no additional cost. Depending on the cost to create the Mental Health Awareness PSA music video, HCA may bring this item before the Board at a future date.

By engaging in a large-scale effort with ABLP, HCA has the unique opportunity to connect with a diverse Orange County audience not normally reached in its usual mental health campaigns. This kind of expansive effort aligns with the Prevention Pillar of Orange County's Integrated Services 2025 Vision and can support the County in its efforts to reduce mental health-related stigma, promote awareness of the signs and symptoms of mental health conditions, as well as resources, and, ultimately, save lives.

The proposed Agreement is a sole source Agreement and a completed Sole Source Request Form is attached to this Agenda Staff Report (see Attachment C). Additionally, the proposed Agreement contains mutual indemnification provisions approved by County Counsel and determined by CEO/Risk Management to be low risk and acceptable for these services (see Attachment E, Risk Assessment Form). The Agreement does not currently include subcontractors or pass through to other providers (see Attachment D, Contract Summary Form).

HCA is requesting your Board to approve the Sponsorship Agreement with ABLP for strategic marketing and outreach services, which would go into effect on the date of Board approval.

FINANCIAL IMPACT:

Appropriations for this Agreement are included in Budget Control 042 in FY 2019-20 and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Sponsorship Agreement with Angels Baseball LP
Attachment B – Mental Health Awareness Logos
Attachment C – Sole Source Request Form
Attachment D – Contract Summary Form
Attachment E – Risk Assessment Form

ANGELS BASEBALL
SPONSORSHIP AGREEMENT

No. 833332

The following are the terms of the agreement (the "Agreement") between Angels Baseball LP, a California limited partnership ("ABLP") and Orange County Healthcare Agency ("County"), a political subdivision of the State of California. ABLP and County may individually be referred to as a "Party" or collectively as the "Parties".

1. Term. This Agreement shall commence on December 17, 2019 and shall continue through the conclusion of the final game of the 2020season (including Playoffs), unless sooner terminated as provided in the Standard Terms and Conditions to Sponsorship Agreement (the "Standard Terms") attached hereto (the "Term"). County and ABLP may mutually agree to continue this agreement for 2021 and 2022, effective December 31, 2020 and December 31, 2021, respectively, by providing written notice to the other party by November 1, 2020 and November 1, 2021 respectively. For clarification, both parties must indicate their intention to extend the Term of this Agreement in order for the Term to be so extended.

2. Sponsorship Elements. County hereby agrees to purchase, and ABLP hereby agrees to reserve and provide to County, the following advertising, marketing and promotional elements (collectively, the "Sponsorship Elements"), on an annual basis, for the annual total net investment as set forth in Paragraph 3, below, for the initial year and each extension year (if exercised) of the Term.

Inventory	Description	Qty
Outfield Wall – Right Field	ABLP to display County Artwork on the Outfield Wall in Right Field at Angel Stadium. Signage will be seven (7') feet tall and twenty-four (24') feet wide. County artwork must be approved by ABLP and MLB. ABLP will be responsible for the cost to print and install up to three (3) versions of the sign.	1
Home Plate Rotational-1/2 Inning	ABLP to display County Artwork on a thirty-two (32") inch tall and one hundred forty-three (143") wide panel behind home plate during one half (1/2) inning during each Angels regular season home games played at Angel Stadium. Display is subject to blackout during Major League Baseball (MLB) national and regional telecasts and in accordance with MLB rules and regulations. Sign will be visible at a minimum of seventy-six (76) regular season games played at Angel Stadium. ABLP will be responsible for the cost to print and install up to three (3) versions of the sign.	1
Stadium Giveaway	County shall receive the right to distribute one (1) co-branded Premium Item to a minimum of 30,000 Angel Fans in attendance prior to the game on May 31, 2020 vs. New York Yankees, and mutually agreed upon games in 2021 and 2022. ABLP will promote the Premium Item with television ads, radio, and online. ABLP must approve all creative prior to production, such approval not to be unreasonably withheld or delayed. ABLP hereby grants to County the right to use the Intellectual Property of ABLP on the co-branded Premium Items. ABLP will provide County with 500 of the co-branded Premium Items each season.	1
Post-Game Movie	Subject to ABLP approval of the movie, and County obtaining license to show agreed upon movie at Angel Stadium, County shall receive the right to be the presenting sponsor of a post-game movie at Angel Stadium following the game on May 31, 2020 vs. the New York Yankees, and mutually agreed upon games in 2021 and 2022. The license to show the movie at Angel Stadium will be paid for by County and paperwork proving such rights shall be provided to ABLP no less than 30 days before the movie is to be shown.	1

Tickets	County shall receive 500 View Level tickets for the May 31, 2020 game vs. New York Yankees, and mutually agreed upon games in 2021 and 2022. County shall also receive 500 food/drink vouchers for the May 31, 2020 game vs. New York Yankees, and mutually agreed upon games in 2021 and 2022.	1
Concourse Booth Activation	County shall receive the right to set-up a booth activation in two (2) locations in Angel Stadium during one (1) regular season game, the date of such regular season game shall be May 31, 2020. County may hand out materials to Angel Fans in attendance, all materials must be approved by ABLP.	1
Promotion In-Game: First Pitch	Prior to the game on May 31, 2020, and mutually agreed upon game in 2021 and 2022, County may designate up to five (5) individuals to stand near the pitcher's mound, and designate one (1) of these Individuals to throw an honorary first pitch. County shall select the game from a list provided by ABLP.	1
LED Pre-Game and Post-Game PSA	County-provided PSA will be displayed during pre-game and post-game on May 31, 2020, and mutually agreed upon game in 2021 and 2022. PSA will run on the main scoreboard in right field and the Angel Vision video board in left field. All details of PSA, including content and length of PSA, is subject to ABLP approval.	1
LED In-Game Commercial	County-provided commercial advertisement will be displayed during in-game (15 seconds in duration) on May 31, 2020, and mutually agreed upon game in 2021 and 2022. Commercial will run on the main scoreboard in right field and the Angel Vision video board in left field.	1
BIG A LED	Sponsor to receive a spot on the LED message board located on the side of The Big A facing California Route 57 South. Sponsor Artwork will appear one (1) time on the LED screen for five (5) seconds during a three (3) minute rotation throughout the day for one (1) month (May). Sponsor to provide artwork to ABLP for approval no less than five (5) business days before the artwork will be displayed on the board.	1
English Radio	ABLP to run two (2) :30 radio commercials for County during the in-game broadcast for all 162 regular season game broadcasts on Angels Radio AM830 KLAA.	324

2020 NET INVESTMENT: $1,060,000

3. License Fee. In consideration for the Sponsorship Elements purchased by County hereunder, County shall pay ABLP the annual net sponsor fee in the amounts listed below (the "License Fee"):

Year One (2020): County shall pay ABLP the net license fee in the amount of $1,060,000 during the Term payable in four (4) installment(s) of $265,000 due and payable on December 17, 2019, January 1, 2020, March 1, 2020, and May 1, 2020.

Year Two (2021, if Applicable) : If applicable, County shall pay ABLP the net license fee in the amount of $1,090,000 during the 2020-2021 term payable in four (4) installment(s) of $272,500 due and payable on December 17, 2020, January 1, 2021, March 1, 2021, and May 1, 2021.

Year Three (2022, if Applicable): If applicable, County shall pay ABLP the net license fee in the amount of $1,120,000 during the 2021-2022 term payable in four (4) installment(s) of $280,000 due and payable on December 17, 2021, January 1, 2022, March 1, 2022, and May 1, 2022.

Subject to MLB regulations and if permitted by ABLP's contract for such event or games, in addition to the License Fee, County will have the opportunity to purchase the English Radio elements for any post-season games which may be played at Angel Stadium of Anaheim while this Agreement is in effect (Outfield Wall Sign to remain in place, subject to MLB approval). County is not obligated or entitled to purchase tickets, parking, suites or other hospitality for any additional events, however, ABLP may, in their sole discretion and subject to availability, offer to sell County tickets to any additional events. County shall be obligated to pay an additional

fee per game for the purchased Sponsorship Elements as determined by the ABLP rate card for the additional event.

Invoices will be delivered to:
County of Orange/Health Care Agency
Attn: Contract Services Division
405 W. 5th Street, Suite 600
Santa Ana, CA 92701-4637
Email submission: csinvoices@ochca.com

Unless otherwise noted above, any and all production costs to provide artwork and install sign are to be paid for by County under separate invoice. With regard to any such invoices, County's payment terms are net thirty (30) days receipt of invoice. All payments hereunder shall be deemed to include all applicable taxes, duties and charges.

4. Art. Art, or other production, must be approved by County and delivered to ABLP in a timely manner as mutually determined between ABLP and County. Failure to deliver County approved art within this time period shall not defer liability hereunder.

5. Failure to Perform. Upon acceptance of this Agreement, ABLP will reserve all applicable elements as identified above. Accordingly, any non-use of any reserved element by County will not defer any portion of County obligations hereunder.

6. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given upon: (i) the personal delivery to an officer of the party to be notified; (ii) transmission by facsimile transmission to the facsimile number set forth below; or (iii) pick up by overnight courier or deposit in a mailbox for a United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below, or other addresses or facsimile numbers as designated by either party by written notice to the other as provided herein:

If to County:
County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

If to ABLP:
Angels Baseball LP
2000 Gene Autry Way
Anaheim, California 92806
Attention: Vice President of Sales
Fax: 714-940-2202

With a copy to:
Angels Baseball LP
2000 Gene Autry Way
Anaheim, California 92806
Attention: Legal Department
Fax: 714-940-2251

7. The attached Standard Terms are incorporated as part of this Agreement, and County acknowledges that County has reviewed the Standard Terms and agrees to be bound by the provisions thereof. The Standard Terms may be modified only upon mutual agreement of County and ABLP.

8. Except as otherwise specified in the Standard Terms, below, this Agreement shall be non-cancelable.

9. This Agreement or any supplement or amendment hereto shall not be valid or effective unless and until approved in writing by an authorized representative of County and the Vice President of Sales, ABLP and accepted by the Director of Finance, President, or Chairman of ABLP.

10. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Agreement on the dates shown by their respective signatures below.

****

ANGELS BASEBALL LP*

BY: DocuSigned by: Neil Viserto F0F3C80612E8434... DATED: 12/10/2019

TITLE: Vice President of Sales

BY: DocuSigned by: Molly Jolly 2F91859697D644E... DATED: 12/10/2019

TITLE: Senior Vice President

COUNTY OF ORANGE
A political subdivision of the State of California

BY: _____ DATED: _____
HEALTH CARE AGENCY

TITLE: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: DocuSigned by: Brittany Mclean 9713A4061D4343D... DATED: 12/10/2019

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her signature alone is required.

A/E:_____JC:_____DM:_____

STANDARD TERMS AND CONDITIONS TO SPONSORSHIP AGREEMENT

The following sets forth the Standard Terms and Conditions to the Sponsorship Agreement (the "Main Agreement") between ABLP and County. Capitalized terms used herein not otherwise defined shall have the same meaning as the Main Agreement. The Main Agreement and these Standard Terms and Conditions are collectively referred to as the "Agreement."

A. License Fee. The License Fee shall be payable in full within thirty (30) days of receipt of an invoice. County shall remain responsible for ensuring timely payment of the License Fee to ABLP. County's failure to make full payment shall be deemed a breach of this Agreement in accordance with these Standard Terms and Conditions. Time is of the essence with respect to all License Fee payments. Payment or receipt or acceptance of any payment in an amount less than the amount required to be paid under this Agreement shall not be deemed an accord and satisfaction, or a waiver of the right to receive and recover the full amount due and payable under this Agreement, notwithstanding any statement to the contrary on any check or payment or on any letter accompanying such check or payment.

B. Non-Exclusive Rights. No rights of exclusivity are granted to County by this Agreement. Nothing in this Agreement shall limit in any manner ABLP's rights to sell advertising marketing or promotional rights of any kind to any other person or entity for any product or service, whether or not competitive with County. In the event that exclusivity is expressly granted to County, in no event shall any such exclusivity granted extend to non-baseball events.

C. Third Party Rights. County acknowledges that: (1) ABLP has no control over the promotional and sponsorship activities of Major League Baseball ("MLB"), the American or National Leagues of Professional Baseball Clubs (the "AL" and "NL" respectively) and players, managers and/or coaches (collectively, "Personnel"); (2) MLB, the AL or NL and/or Personnel may engage in promotional or sponsorship activities involving any person or entity (whether or not competitive with County); (3) ABLP has no authority to limit or prohibit the activities described in subparagraphs (1) and (2) above even where such activities take place at the stadium facility located in Anaheim, California, known as Angel Stadium of Anaheim (the "Facility") (e.g., all-star game, playoff games, games televised pursuant to national broadcast agreements, etc.); and (4) County's rights under this Agreement are at all times subject to any promotional licensing arrangement or agreement entered into by MLB and/or Major League Baseball Properties.

D. Protection of Commercial Relationships. County acknowledges that, insofar as ABLP maintains a variety of independent commercial relationships, ABLP shall have the unilateral right (in its sole discretion) to reject advertising based on product/service category exclusivity, the incompatibility or competitive nature of the advertising, the tenor and object of the advertising, or the promotion of a product or service which does not constitute a County product or service.

E. Promotional Rights of ABLP. ABLP and its Affiliates shall have the right to photograph, take motion pictures and sound for any purpose in any manner or through any media now known or hereafter devised, the Facility, or any parts thereof throughout the universe in perpetuity (including the right to use County's name and/or logos so long as it is not the principal focus of such use) and all of the benefits and revenues obtained there from shall be the sole and exclusive property of ABLP and its Affiliates. Except as set forth in the immediately preceding sentence, ABLP shall have no right under this Agreement to use the Intellectual Property (as defined below) of County as ABLP's own property. For purposes of this Agreement, the term "Affiliate" shall mean a person or entity that controls, is controlled by or is under common control with the entity or person with which the term is used.

F. Intellectual Property. Except as provided in the Main Agreement, ABLP does not grantounty any rights to use any Intellectual Property of ABLP. Intellectual Property means patents, trademarks, service marks, logos, trade names, internet domain names, rights in designs, copyrights (or any derivative works thereof), moral rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the universe. All Intellectual Property of ABLP used by County hereunder (with ABLP's prior written approval) shall be and remain the property of ABLP, and any and all rights therein shall inure to the benefit of and be the exclusive property of ABLP. County's right to use the Intellectual Property of ABLP shall be nonassignable and nontransferable and shall be for the Term only. Any Intellectual Property of County used in any advertisements produced pursuant to this Agreement shall be and remain the property of County, and any and all rights therein shall inure to the benefit of and be the exclusive property of County. ABLP's right to use the Intellectual Property of County shall be nonassignable and nontransferable and shall be for the Term only. County is responsible for providing all advertising content for use hereunder unless otherwise provided in the Main Agreement. Except as expressly provided herein, neither party shall have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s) or other identification of the other party (or its Affiliate) without the other party's prior written consent.

G. Indemnification by County. County shall defend, indemnify and hold ABLP, its Affiliates and the officers, directors, partners, agents and employees ("ABLP Parties") of each, harmless from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses (whether based on tort, breach of contract, product liability, patent or copyright or trademark infringement or otherwise), including reasonable legal fees and expenses, of whatever kind or nature (collectively, "Claims"), arising out of or based on: (1) County's breach or default under this Agreement; (2) the use of County's Intellectual Property ; (3) any Claims, including but not limited to Claims based on defamation, invasion of privacy, infringement of copyright, trademark or license, unfair or improper trade practices or other wrongful business conduct, violation of Federal Trade Commission rules and analogous state agencies, by reason of the broadcast, telecast or publication of the advertisements furnished by County; (4) any applicable sales or other taxes due from or on behalf of County on any sums paid by County (excluding only income taxes payable to ABLP on such sums) regardless of whether such taxes must be collected by ABLP on behalf of the taxing authority and regardless of whether County shall challenge the assessment or amount of such taxes; (5) the manner, use, sale or offering of any of County service or product pursuant to a negligent or willful act or omission or violation of any contractual arrangement of County and or its Affiliates, or the officers, directors, partners, agents or employees of each, in connection with its or their performance relating to this Agreement. The provisions of this Paragraph G and Paragraph I shall survive the expiration or sooner termination of this Agreement.

H. Indemnification by ABLP. ABLP shall defend, indemnify 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 and against any Claim arising out of or based on: (1) ABLP's breach or default under this Agreement; (2) the use of ABLP's Intellectual Property in the manner approved by ABLP; and (3) any negligent or willful act or omission in violation of any contractual arrangement of ABLP or its Affiliates, or the officers, directors, partners, agents or employees of each, in

connection with its or their performance relating to this Agreement. The provisions of this Paragraph H and Paragraph I shall survive the expiration or sooner termination of this Agreement.

I. Conditions on Indemnification. The Party to whom indemnification is owed (the "Indemnified Party") shall give notice to the Party required to provide indemnification under this Agreement (the "Indemnifying Party") of any action or proceeding for which indemnification is sought and the Indemnifying Party (at its expense) shall assume the defense of any Claim (with counsel approved in writing by the Indemnified Party and with the Indemnified Party having the right (at its expense) to join in any such action or proceeding). The Indemnifying Party shall not consent to a settlement or entry of any judgment, award or order that (1) could affect the intellectual property rights or other business interests of the Indemnified Party or (2) does not include an unconditional release (including release under California Civil Code Section 1542 or other analogous law) from all liability with respect to such claim or litigation. If judgement is entered against ABLP and County by a court of competent jurisdiction because of the concurrent active negligence of County and ABLP, the Parties agree that liability will be apportioned as determined by the court. Neither County nor ABLP shall request jury apportionment.

J. Termination by ABLP. Without prejudice to any other right or remedy available to ABLP at law or in equity and in addition to ABLP's rights under Paragraphs L and N below, ABLP may terminate this Agreement if: (1) County conducts any promotion or uses any marketing, advertising or other promotional material containing any Intellectual Property or other identifiable marks of ABLP or its Affiliates in a manner not expressly approved by ABLP in writing in advance; (2) County shall fail to perform any material term of this Agreement and such failure shall continue uncured for a period thirty (30) days after written notice thereof from ABLP (or, if such cure cannot reasonably be accomplished within such 30-day period, County shall not in good faith have commenced such cure within such 30-day period and shall not thereafter proceed diligently to completion); (3) County's corporate or trade name of principal line of trade or business shall no longer be the same as upon execution of this Agreement; (4) any purported assignment or transfer of County's rights or obligations hereunder shall be made or deemed to be made that is in violation of this Agreement; (5) ABLP determines that, as the result of any occurrence or change of circumstances involving County, the continued association with County as provided for hereunder would have an adverse impact on the name, image, reputation, goodwill or proprietary rights of ABLP or its Affiliates; (6) in any single transaction or series of related transactions, County consolidates with or merges with or into any other person or transfer (by lease, assignment, sale or otherwise) all or substantially all of its properties and assets to another person or group of affiliated persons, unless such person is a wholly-owned subsidiary of County or County's parent company (a "County Affiliate") on the date hereof; and/or (7) County experiences a change of control to the effect that any person or group of persons (other than a County Affiliate) shall have acquired beneficial ownership (within the meaning of Rule 13d-3 under the Securities exchange Act of 1934, as amended) of securities of County or any person which directly or indirectly controls County (or other securities convertible into such securities) representing 50% or more of the combined voting power of all outstanding securities of such party entitled to vote in the election of directors. Notwithstanding the foregoing, in the event that a breach of this Agreement, then ABLP shall have the right to terminate this Agreement without any notice to County or opportunity on County's part to cure such violation. If ABLP terminates this Agreement pursuant to this Paragraph J or Paragraph L below, then ABLP shall, without prejudice to any other right or remedy available to it, be entitled to retain any and all sums paid by County hereunder and all future payments shall be immediately due and payable.

K. Termination by County. Without prejudice to any other right or remedy available to County at law or in equity and in addition to County's rights under Paragraph L below, County may terminate this Agreement if (1) ABLP shall fail to perform any material agreement, term, covenant or condition to be performed by ABLP pursuant to this Agreement and such material failure shall continue uncured for a period of thirty (30) days after written notice thereof from County (or, if such cure cannot reasonably be accomplished within such 30-day period, ABLP shall not in good faith have commenced such cure within such 30-day period and shall not thereafter proceed diligently to completion); and/or (2) County reasonably determines that, as the result of any occurrence or change of circumstances involving ABLP (specifically excluding ABLP's on-field personnel), the continued association with ABLP as provided for hereunder would have an unreasonably adverse impact on the name, image, reputation, goodwill or proprietary rights of County or its Affiliates. If County terminates this Agreement before April 1 of any year of the Term pursuant to this Paragraph K or Paragraph L below or has not made any payment towards the License Fee in the year in which termination occurs, then County shall not be entitled to any reimbursement from ABLP. If County terminates this Agreement after April 1 of any year of the Term pursuant to this Paragraph K or Paragraph L below, then County shall, without prejudice to any other right or remedy available to it, be entitled to a reimbursement from ABLP of the unearned portion of any annual License Fee paid by County to ABLP for the season in which such termination occurs (pro-rated at a rate calculated by the number of remaining days on the effective date of termination until the scheduled final game of the Angels regular season by 180).

L. Other Termination Grounds. Without prejudice to any other right or remedy available to either party at law or in equity and in addition to the provisions of Paragraphs J and K above and Paragraph N below, this Agreement may be terminated by any Party if the other Party or parties, or any parent of such other Party or Parties, shall: (1) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within 60 days thereafter) (it is the intent of the Parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement); (2) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affairs in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); and/or (3) admit in writing its inability to pay its debts as such debts become due. In addition to the foregoing, in the event that a majority of the Los Angeles Angels home baseball games are unable to be played at or are not scheduled for Angel Stadium of Anaheim, either Party may terminate this Agreement by providing at least 60 days advance written notice to the other Party. Should such inability to play games at the Stadium be as a result of a Force Majeure event as defined herein, ABLP will provide to County a mutually acceptable make-good and if such make good cannot be agreed upon then a pro-rata refund of all pre-paid but undelivered Sponsorship Elements will be paid.

M. Confidentiality. Except as otherwise required by law or the regulations of any securities exchange, ABLP and County agree not to disclose "Confidential Information" (as hereinafter defined) to any third party other than to their respective directors, officers,

employees, partners and agents (and directors, officers, employees, partners and agents of their respective Affiliates) and advisors (including legal, financial and accounting advisors) (collectively, "Representatives"), as needed. "Confidential Information" shall include all non-public, confidential or proprietary information that ABLP or its Representatives make available to County or its Representatives or that County or its Representatives make available to ABLP or its Representatives (1) in connection with this Agreement, including, but not be limited to, the specific terms and conditions of this Agreement, (2) information related to the past, present and future plans, ideas, business, strategies, sales figures or projections, marketing programs and other non-public information relating to either Party, and (3) information identified by the disclosing Party as being Confidential Information at the time of disclosure. Each Party hereto shall maintain all Confidential Information of the other Party in strictest confidence and in trust for the other Party's sole benefit. Neither Party shall (a) use Confidential Information for its own benefit other than in furtherance of its work for the benefit of the other Party hereto, or (b) disclose to third parties Confidential Information of the other party except as expressly provided herein. Each Party shall disclose Confidential Information only to those who need access in order to participate in said Party's performance of obligations to the other Party. Each Party will advise its employees to whom it provides Confidential Information pursuant to the preceding sentence that (a) the information is Confidential Information, and (b) they may not use or disclose Confidential Information contrary to the terms hereof. Confidential Information may be disclosed by a recipient thereof if such disclosure is required: (a) in response to an order of a court of competent jurisdiction; (b) in response to an inquiry or order issued by a state or federal agency of competent jurisdiction; or (c) to comply with any reporting obligation to any federal or state agency. No such disclosure shall be made by any Party, however, without first providing the other Party advance written notice sufficient to allow said other Party to oppose said disclosure and/or seek implementation of protective procedures which will preserve the confidentiality of the information in question. In the event a Party is served with subpoena or other document which would require it to disclose the other Party's Confidential Information, the Party served with such document shall immediately send a copy thereof to the other party via fax or overnight delivery service. The provisions of this Paragraph M will survive the expiration or sooner termination of this Agreement for a period of three (3) years.

N. Subservience to MLB. Notwithstanding any other provision of this Agreement:

1. This Agreement and the rights, exclusivities and protections granted by ABLP to County hereunder shall, at the request of the Office of the Commissioner of Baseball, be subject to its review and prior written approval, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time (collectively, the "MLB Documents"): (i) any present or future agreements or arrangements regarding the telecast, broadcast, recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and/or the accounts and descriptions thereof, entered into with third parties by any of the Office of the Commissioner of Baseball, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball Properties Canada Inc., MLB Advanced Media, L.P., MLB Advanced Media, Inc. ("MLBAM"), MLB Media Holdings, Inc., MLB Media Holdings, L.P., MLB Online Services, Inc., and/or any of their respective present or future affiliates, assigns or successors (collectively, the "MLB Entities"), either on its own behalf or on behalf of the Major League Baseball Clubs and/or other MLB Entities; (ii) any other present or future agreements or arrangements entered into with third parties by, or on behalf of, any of the MLB Entities, including, without limitation, those relating to ticketing, e-commerce, and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication; (iii) any present or future agreements or arrangements entered into by ABLP with the other Major League Baseball Clubs and/or one or more of the MLB Entities (including, without limitation, the Major League Constitution, the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the Major League Baseball Clubs and an MLB Entity); and (iv) the applicable rules, regulations, policies, bulletins or directives issued or adopted either by the Commissioner or otherwise pursuant to the Major League Constitution or any such agency agreement.

2. The territory within which County is granted rights hereunder cannot extend beyond the Home Television Territory (as defined in the MLB governing documents) of ABLP, as established and amended from time to time pursuant to the MLB Documents. Nothing herein shall be construed as conferring on County rights in areas outside of the ABLP's Home Television Territory.

3. ABLP shall have the right, at no cost or liability to it or any other club or MLB Entity, to terminate this Agreement at any time County breaches its obligations under Paragraph 1 or 2 above. The right to terminate shall be exercisable by delivering written notice to County within 30 days after the ABLP obtains actual knowledge that such breach or retransmission has occurred and the Effective Date of such termination shall be no more than 30 days after the date such notice is given, as specified by ABLP in such notice.

4. Any right or obligation in this Agreement involving "Interactive Media," must be approved in writing by MLBAM prior to ABLP's execution of this Agreement. For purposes of this provision, "Interactive Media" shall mean (i) the Internet or any other on-line system or computer network; (ii) any interactive wireless service, including any interactive microwave or cellular service; (iii) any interactive satellite service; (iv) any interactive broadcast television, broadcast radio or cable television service; and (v) any other medium of interactive communication now known or hereafter devised.

5.Without limiting the generality of the foregoing, County acknowledges and agrees that: (a) various Facility signage and other advertising (including but not limited to field rotational and scoreboard signs) may be subject to blackout or preemption in connection with national television broadcasts or MLB "jewel" events such as All-Star Game exhibition and playoff and World Series games; and (b) County shall not be entitled to any consideration, refund or other relief in the event of such blackout or preemption.

O. County Equipment. Nothing herein shall obligate ABLP or its Affiliates to design, create, construct, set up, remove, tear down or store any equipment, tools, or other property of County (e.g., kiosks, canopies, tents, temporary structures, booths, etc.) (collectively, "County Equipment"). In the event that ABLP or its Affiliates agree to design, create, construct, set up, remove, tear down and/or store any County Equipment, County hereby releases ABLP and its Affiliates of and from any and all claims, causes of action, damages, liabilities or expenses arising out of design, creation, construction, set up, removal, tear down and/or storage of the County Equipment.

P. Miscellaneous.

1. County may not assign or transfer this Agreement or any interest herein (including, but not limited to, rights and duties of performance), nor shall the same be assignable by operation of law, without the prior written consent of ABLP. ABLP may assign or transfer this Agreement (or a portion thereof) to a third Party in ABLP's sole discretion.

2. Each Party hereto represents that: (i) the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or partnership action, as applicable; (ii) this Agreement constitutes the legally valid and binding obligation of such Party; and (iii) the execution, delivery and performance of this Agreement will not violate or constitute a breach or default under any other agreement by which it is bound. Each of the Parties hereto acknowledges and agrees that, except as expressly set forth herein, neither Party has made, and neither Party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof. The representations and warranties contained herein shall survive the execution and delivery of this Agreement.

3. This Agreement shall be subject to, and the Parties hereto agree to comply with, all applicable federal, state, municipal and local laws and regulations now or hereafter in effect.

4. The performance by either Party hereto of its respective nonmonetary obligations under this Agreement shall be excused during the period of time that such performance is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein.

5. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either Party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions. No delay or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

6. The provisions contained herein constitute the entire Agreement between the parties hereto with respect to the subject matter hereof, supersedes any prior oral or written understandings between the Parties, and no statement or inducement with respect to the subject matter hereof by either Party hereto or by any agent or representative of either Party hereto which is not contained in this Agreement shall be valid or binding among the parties. This Agreement cannot be modified except in writing signed by an individual with authority to sign such a writing on behalf of County and an officer of ABLP. For the purposes of modifying this Agreement, electronic mail shall not be considered a "writing signed by an individual. The Parties hereto are independent contractors, and nothing in this Agreement shall be deemed or construed to create, or have been intended to create, a partnership, joint venture, employment or agency relationship between the parties hereto. Each Party hereto shall execute any and all further documents or instruments and take all necessary action that either Party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

7. This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which Party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide approval or consent, such approval or consent shall, except as may otherwise be specified herein, be given in such Party's sole judgment and discretion.

8. If any term or provision of this Agreement shall be found to be void or contrary to law or unenforceable, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the Parties had not included the severed term herein.

9. All arrearages in the payment of any sums due to either party hereto under the provisions of this Agreement shall bear interest from the date due until paid at the lesser of (i) one percent (1%) per month and (ii) the highest rate of interest then allowable pursuant to applicable law.

10. Each Party to this Agreement represents that it is a sophisticated commercial Party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of this Agreement.

11. In the event that County receives season seats under this Agreement, the season seats shall entitle County to admission only to Angels regular season games and not to any other events at the Facility including, but not limited to: concerts, football games, and motorsports, Angels playoff games, etc.

12. Unless otherwise set forth in the Main Agreement, County shall be responsible for all costs (including but not limited to creative, design, production, installation, maintenance, repair, changes, revisions and removal) with respect to any signage purchased by County under this Agreement.

13. ABLP reserves the right to eliminate existing static signage in the Facility and replace such static signage with electronic, LED or other similar signage (collectively, "Electronic Signage"). ABLP further reserves the right to relocate existing static signage within the Facility. As and to the extent that County has licensed static signage in the Facility under this Agreement (the "County Signage"), then in the event ABLP converts such static signage into Electronic Signage or relocates such static signage within the Facility, the provisions of Paragraphs P.13(a) or P.13(b), as applicable, shall control:

a) In the event that ABLP relocates the County Signage to another location or locations within the Facility, County shall be entitled (as determined by ABLP and as County's sole and exclusive remedy) to: (i) a pro rata credit for a diminution in the value of the County Signage following such relocation (all as calculated in accordance with ABLP's rate card in effect as of the date of this Agreement); (ii) additional signage or other exposure within the Facility, which additional signage or exposure shall have a value equal to the diminution in the value of the County Signage following such relocation (all as calculated in accordance with ABLP's then-current rate card); or (iii) a combination of subparagraphs (i) and (ii) above.

b) In the event that ABLP eliminates the County Signage and replaces such County Signage with Electronic Signage, County shall be entitled (as determined by ABLP and as County's sole and exclusive remedy) to: (i) a pro rata credit for the elimination of the County Signage (as calculated in accordance with ABLP's rate card in effect as of the date of this Agreement) or (ii) exposure on the Electronic Signage in a value equal to the value of the County Signage for the balance of the term to which County is entitled to such County Signage under this Agreement (all as calculated in accordance with ABLP's then-current rate card); or (iii) a combination of subparagraphs (i) and (ii) above.

14. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, or termination of this Agreement.
15. Section headings contained in this Agreement are for reference purposes only and shall not be used to construe or interpret this Agreement.
16. County shall pay ABLP no less than Twenty Five Dollars ($25.00) for each County check returned to ABLP as unpayable.
17. For the purposes of this Agreement, the term "Stadium" shall mean the interior areas of the outdoor venue known as Angel Stadium of Anaheim and located at 2000 E. Gene Autry Way, Anaheim, California 92806. The term "Stadium" shall not include the parking lots, offices, dressing rooms, or non-public areas at the venue.
18. County shall, at their sole cost, maintain occurrence based Commercial General Liability Insurance Policy, including but not limited to contractual liability, personal injury liability, advertising injury liability and products/completed operations liability coverage with minimum limits of $1,000,000 per occurrence, Errors & Omissions Liability Miscellaneous Professional Liability Insurance, with a minimum limit of $10,000,000 per Claim and Umbrella Liability Insurance with excess coverage of $10,000,000 for each occurrence and $10,000,000 general aggregate. County shall provide proof of insurance and endorsements adding ABLP Parties as an additional insured.

Q. Venue, Choice of Law, Attorney's Fees. In actions related to this Agreement each Party, on behalf of its successors and assigns consent and submit to the exclusive jurisdiction of the state and federal courts located in Orange County, California and waive any objection to the propriety or convenience of venue in such courts. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

R. Radio Advertising Nondiscrimination. County represents and warrants to ABLP and its radio affiliates that County does not discriminate on the basis of race, creed or color in its placement of advertisements with ABLP or its radio affiliates.

Attachment B
Logos for Mental Health Awareness Campaign with Angels Baseball LP

OCProcurement

Sole Source Request Form

Sole Source Bidsync # 042-C026097-LR

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: Health Care Agency		Date: December 3, 2019
Vendor Name: Angels Baseball LP		Sole Source BidSync Number: 042-C026097-LR
Is the above named vendor a retired employee of the County of Orange? ☐ Yes ☒ No **If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.**		
Contract Term (Dates): December 17, 2019 – December 30, 2020	Is Agreement Grant Funded? Percent Funded: Funding Source ☐ Yes ☒ No	Proprietary? ☒ Yes ☐ No
Contract Amount? $1,060,000		Is this renewable? If yes, how many years? Two (2) additional one-year periods
Type of Request: ☒ New ☐ Multi-Year ☐ Renewal ☐ Amendment ☐ Increase		
Renewal Year:		Did vendor provide a sole source affidavit? ☐ Yes ☒ No If yes, please attach
Board Date: December 17, 2019	ASR Number: #19-001348	If not scheduled to go to the Board explain why?
Does Contract include Non-Standard Language? If yes, explain in detail. Yes – mutual indemnification		
Was Contract Approved by Risk Mgmt.? Yes		Was Contract Approved by County Counsel? Yes
Were any exceptions taken? If yes, explain in detail. No		

☒ DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.

☐ Solicitation Exemption
(For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)

OCProcurement

Sole Source Request Form

Sole Source Bidsync #042-C026097-LR

SECTION III – SOLE SOURCE JUSTIFICATION

1. **Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.)* **Attach additional sheet if necessary.**

   This is a services contract between Health Care Agency (HCA) and Angels Baseball LP (ABLP) for marketing services to raise awareness and expand outreach efforts about mental health and well-being (i.e, Mental Health Awareness).

2. **Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.)* **Attach additional sheet if necessary.**

   Per Prevention and Early Intervention (PEI) regulations established by the state Mental Health Services and Oversight Accountability Commission, counties are required to use PEI funds to 1) combat stigma associated with mental illness and/or the seeking of mental health services and 2) to engage in prevention-based mental health activities that reduce risk factors for developing a potentially serious mental illness and/or to build protective factors with the goal of promoting mental health.

   Orange County has funded campaigns using multi-media platforms to promote positive messages about mental health and well-being and to reduce stigma. These efforts largely focus on specific at-risk groups (i.e., school-aged youth, unserved and underserved ethnic communities, etc.) and the campaigns, outreach and educational events are frequently advertised or promoted around a mental health theme. While such targeted outreach is essential to increasing needed service utilization among unserved communities, the potential impact is nevertheless constrained by the fact that participants self-select into attending community events focused on mental health. Thus, HCA may fail to reach Orange County residents who are not inherently interested in or gravitate towards mental health issues but who may nevertheless still benefit from such messaging and information.

   The services to be provided through this sole source will directly address the limitations of HCA's existing mental health and well-being campaigns by strategically placing its advertising in a professional sporting event venue, i.e., Angels Stadium, over the course of the baseball season. In addition, HCA will partner with the ABLP to sponsor a game day during which time HCA will promote mental health and well-being information and resources. Together, these two activities will not only considerably increase the total number of people reached through HCA's mental health awareness campaigns, but also reach Orange County residents who might not otherwise be exposed to these messages and information.

   Mental Health Awareness Advertising (season-long):

   - County Mental Health Awareness Artwork, using Each Mind Matters, Know the Signs and/or Help@Hand branding, placed on the Outfield Wall in Right Field at Angel Stadium.
   - County Electronic Mental Health Awareness Artwork, using Each Mind Matters, Know the Signs and/or Help@Hand branding, on the screen positioned behind home plate during one half (1/2) inning during each Angels regular season home games played at Angel Stadium for a minimum of seventy-six (76) regular season games played at

Angel Stadium, excluding blackout telecasts and in accordance with MLB rules and regulations.

- Two (2) :30 radio commercials promoting County Mental Health Awareness messages, using Each Mind Matters, Know the Signs and/or Help@Hand branding, during the in-game broadcast for all 162 regular season game broadcasts on Angels Radio AM830 KLAA.

Sponsored Game Day Activities (May 31, 2020):

- Booth activation in two (2) locations in Angel Stadium where HCA can hand out materials promoting County Mental Health Awareness messages, using Each Mind Matters, Know the Signs and/or Help@Hand materials, and County behavioral health resources to Angel Fans in attendance.
- Distribution of one (1) co-branded Premium Item (i.e., rally monkey with the Each Mind Matters lime green ribbon logo) to a minimum of 30,000 Angel Fans in attendance prior to the game on May 31, 2020 vs. New York Yankees. ABLP will promote the Premium Item with television ads, radio, and online.
- Sponsor the post-game viewing of the Disney Pixar movie *Inside Out* at Angel Stadium following the game on May 31, 2020 vs. the New York Yankees.
- Public service announcement (PSA), created by HCA using Each Mind Matters, Know the Signs and/or Help@Hand branding/materials and approved by the ABLP, that runs on the main scoreboard in right field and the Angel Vision video board in left field.
- Commercial advertisement promoting County Mental Health Awareness, using Each Mind Matters, Know the Signs and/or Help@Hand branding, displayed during in-game (15 seconds in duration) on the main scoreboard in right field and the Angel Vision video board in left field.
- 500 View Level tickets and 500 food/drink vouchers for the May 31, 2020 game vs. New York Yankees for HCA to distribute.
- Honorary first pitch.

This contract provides the ability to reach tens of thousands of Orange County residents with valuable messaging concerning Mental Health Awareness and Well-Being. ABLP is one of the only two Major League Baseball teams with three million fans per game for 15 straight years providing a valuable audience for outreach over the entire baseball season (March – October).

3. **Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source.** *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.)* **Attach additional sheet if necessary.**

ABLP is the only Major League Baseball team in Orange County. A contract with ABLP enables HCA to sustain raised awareness and continuous outreach concerning Mental Health Awareness to Orange County residents during the baseball season (March – October). ABLP is one of only two Major League Baseball teams with three million fans for 15 straight years.

OCProcurement

Sole Source Request Form

Sole Source Bidsync # 042-C026097-LR

4. **How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies.** Attach additional sheet if necessary.

   There is no comparable general market since ABLP is the only Major League Baseball team in Orange County.

5. **If the recommended vendor was not available, how would the County accomplish this particular task?** Attach additional sheet if necessary.

   Without this contract, HCA would lose a significant opportunity to provide mental health and well-being information to large Orange County audiences, many of whom may not otherwise be exposed to this information. Although HCA does currently fund other mental health and well-being promotion efforts, these existing campaign, and events are specifically promoted around a mental health theme. While such targeted outreach is essential to increasing needed service utilization among unserved communities, the potential impact of existing efforts is nevertheless constrained by the fact that participants self-select into attending a mental health-focused event. By engaging in a large scale effort with the ABLP, HCA has the unique opportunity to reach a large, diverse Orange County audience not normally reached in its mental health promotion efforts. This kind of expansive effort could help reduce mental health-related stigma, promote awareness of signs, symptoms and available resources, and, ultimately, save lives.

6. **Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.**

   No litigation or judgments exist that are pertinent to the contract with ABLP.

7. **If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years?** ☐ **Yes** ☒ **No**

   If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

8. **Explain (in detail) why a request for Solicitation Exemption is needed.** *(Only applicable for Solicitation Exemption)* Attach additional sheet if necessary.

   N/A

OCProcurement

Sole Source Request Form

Sole Source Bidsync # 042-C026097-LR

SECTION IV – AUTHOR/REQUESTOR

Signature:	Print Name:	Date:
Sharon Ishikawa	Sharon Ishikawa	12-9-2019

SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
	N/A	

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature:	Print Name:	Date:
Lyle Rossow	Lyle Rossow	12/9/2019

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature:	Print Name:	Date:
R Sanchez	Richard Sanchez	12-9-19

SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed $250,000, Capitol Assets and services exceeding $75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:	
Comments:	
CPO: ☐Approved ☐Denied	CFO: ☐Approved ☐Denied
CPO Authorized Signature: **Date:**	**CFO Authorized Signature:** **Date:**

BidSync™ Periscope

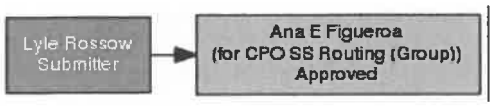
Welcome LRossow | Logout

Need assistance? Contact us or call 800-990-9339

Home Search Source Contracts Purchasing Tools

Release Bid Workflow

Name: Lyle Rossow
Phone: 7148342961
Email: lrossow@ochca.com
Status: Submitter Dec 9, 2019 1:32:48 PM PST



Bid Information

Bid Number:
042-C026097-LR

Bid Title:
Angels Baseball LP Sponsorship Agreement

Status

Status:
Approved

View Workflow History

Close

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

Home | Bid Search | Bids | Orders | Tools | Support | Privacy | Logout

Copyright © 1999-2018 - BidSync - All rights reserved.

Contract Summary Form

Angels Baseball LP

MA-042-20010901

SUMMARY OF SIGNIFICANT CHANGES

N/A, this is a new contract.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

This contract award is in the amount not to exceed $1,060,000 for the first contract period.

RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a Risk Assessment and determine Proper Insurance Requirements when developing an Agreement. ***Please attach Agreement and prior Risk Approval(s) if any****

Date: December 3, 2019

TO: RiskMgmtInsurance@ocgov.com

FROM: Lyle Rossow — HCA/Contract Services
County Employee (Contact for Questions) — County Department
Phone# (Including area code):714-834-2961

CONTRACT TYPE: ☐ Commodities ☐ Public Works ☒ Service ☐ Lease/License

☐ A & E ☐ Other _____

Vendor Name: Angels Baseball LP (ABLP) Contract#/RFP#: MA-042-20010901

IFB: Yes ☐ No ☒ Contract Amount: $1,060,000

Insurance Type to be Reviewed for Waiver or Modification of Terms

☐ Commercial General Liability (CGL)	☐ Workers' Compensation (W/C)	☐ Property Insurance
☐ Commercial Auto Liability (AL)	☐ Employer's Liability	☒ Indemnification
☐ Professional Liab. (Errors & Omissions)	☐ Sexual Misconduct	☐ Limitation of Liab.
☐ Network Security & Privacy Liab.	☐ Technology Error & Omissions	

☐ Other County Self Insurance Requirement

Request and Justification: This contract is for a Sponsorship Agreement between HCA and Angels Baseball LP (ABLP). (Add another page if necessary)
ABLP provides marketing and advertising services to raise awareness and expand outreach efforts about mental health and well-being (i.e., Mental Health Awareness). This contract will address the limitations of HCA's existing mental health and well-being campaigns by strategically placing its advertising in a professinal sports venue, i.e., Angels Stadium. ABLP services will include advertising on the Big Screen at the stadium, advertisement on outfield wall, and Public Service Announcements, etc. The likelihood of risk occurring and the potential for monetary exposure by accepting mutual indemnificiation is minimal to the County.

To Be Completed By CEO/Risk Management

☑ Approved ☐ Denied ☐ Approved as Modified

Comments: Mutual indemnity is acceptable.

Manager/CEO/Risk Management — Date 12/3/19

Note: CEO Risk Mgmt. acts as an advisory to departments regarding Risk Assessment. Any changes to a contract requires formal modification.

County Executive Office

Memorandum

RECEIVED
2019 DEC 13 AM 7:46
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

December 12, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

S32D

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 17, 2019, Board Hearing.

Agency: County Executive Office
Subject: Communications Site License with Sprint PCS at Collins Avenue, Orange
Districts: 3

Reason for supplemental: The County Executive Office is requesting that this item be added to the December 17, 2019 Board agenda as a Supplemental Item in order to commence relocation of the wireless equipment from the existing location to an area on the property outside the right-of-way for the OC Public Works road project. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: _____
Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S32D
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2019 DEC 13 AM 7:46
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE:	12/17/19
LEGAL ENTITY TAKING ACTION:	Orange County Flood Control District
BOARD OF SUPERVISORS DISTRICT(S):	3
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	Thomas A. Miller *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Thomas A. Miller (714) 834-6019 George Cardenas (714) 834-7468

SUBJECT: Communications Site License with Sprint PCS at West Collins Avenue, Orange

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
CEO Signature	Approved Agreement to Form *Action* *County Counsel Signature*	Discussion 3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** N/A **Sole Source:** N/A
Current Fiscal Year Revenue: See Financial Impact Section
Funding Source: Other: 100% (Sprint PCS) **County Audit in last 3 years** N/A

Prior Board Action:

RECOMMENDED ACTION(S)

1. Find the subject project is categorically exempt from the California Environmental Quality Act (CEQA), Class 1 (Existing Facilities) pursuant to CEQA Guidelines, Section 15301.

2. Approve and execute the Communications Site License Agreement with Sprint PCS Assets (formerly known as Cox PCS Assets) for a wireless installation at the County's maintenance yards at 2023 West Collins Avenue, Orange.

SUMMARY:

County Executive Office Real Estate department requests approval of a Communication Site License Agreement with Sprint PCS Assets for a new lease on Orange County Flood Control District owned property in the City of Orange, which will allow for the re-location of an existing wireless facility onto an adjacent area on the property to make way for roadway improvements on adjacent streets.

BACKGROUND INFORMATION:

In 2006, the Orange County Flood Control District's (District) purchased real property located at 2023 West Collins Avenue in the City of Orange (City) for a maintenance yard. The sale was conditioned upon the District accepting an assignment of a sublease for the subject communication facility constructed on the property under an agreement with the previous landowner. This is an existing wireless facility on the property that must be relocated to make way for roadway improvements at Collins Avenue adjacent to the Property pursuant to a cooperative agreement between the County and the City. The new proposed Communications Site License between the District and Sprint PCS Assets LLC (Licensee) provides for an alternate location on the Property for the wireless communication facility, extends the current term for up to an additional 20 years and adjusts the rate paid by the Licensee.

The License Area is approximately 452 square feet adjacent to the Santa Ana River Flood Channel. The initial term of the License is five years, commencing January 1, 2020, and expiring December 31, 2024, with three five-year options to extend the License. The first year's annual rent is $39,600 with three percent annual increases thereafter. Additionally, the Licensee shall pay a one-time $15,000 administrative fee for the cost of negotiating and processing the License.

Licensee has been represented by Crown Castle in its negotiations with the District. Licensee is required to pay for all costs and expenses associated with designing, constructing and installing any and all wireless communication facility improvements, subject to District approval. Any future alterations are subject to additional administrative review and fees if applicable.

Compliance with CEQA: The subject property is categorically exempt from the provisions of CEQA, Class 1 (Existing Facilities) pursuant to CEQA guidelines, Section 15301.

FINANCIAL IMPACT:

Year	Annual Rent	Year	Annual Rent
2020	$39,600	2030	$53,219
2021	$40,788	2031	$54,816
2022	$42,012	2032	$56,460
2023	$43,272	2033	$58,154
2024	$44,570	2034	$59,899
2025	$45,907	2035	$61,696
2026	$47,284	2036	$63,546
2027	$48,703	2037	$65,453
2028	$50,164	2038	$67,416
2029	$51,669	2039	$69,439

Revenues for this Contract are included in Fund 400, OC Flood FY 2019-20 Budget and will be included in the budgeting process for future years.

REVIEWING AGENCIES:

OC Public Works

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Communications Site License
Attachment B – Original Communications Site Ground Lease Agreement
Attachment C – Location Map

LICENSE

TABLE OF CONTENTS

Section		Page
RECITALS		1
1.	DEFINITIONS	1
2.	LICENSE AREA	2
3.	LIMITATION OF THE LICENSE	2
4.	USE	3
5.	LICENSE TERM	6
6.	TERMINATION	6
7.	RENT/ADMINISTRATIVE FEE	6
8.	RENT PAYMENT PROCEDURE	7
9.	CHARGE FOR LATE PAYMENT	7
10.	SECURITY DEPOSIT	8
11.	PERFORMANCE SECURITY DEPOSIT	9
12.	CONSTRUCTION AND/OR ALTERATION BY LICENSEE	11
13.	LICENSEE'S ASSURANCE OF CONSTRUCTION COMPLETION	13
14.	MECHANICS LIENS OR STOP NOTICES	13
15.	"AS BUILT' PLANS AND EQUIPMENT IDENTIFICATION	14
16.	OWNERSHIP OF IMPROVEMENTS	14
17.	UTILITIES	15
18.	MAINTENANCE OBLIGATIONS OF LICENSEE	15
19.	DAMAGE TO OR DESTRUCTION OF FACILITIES/PROPERTY	16
20.	INSURANCE	17
21.	ASSIGNING, SUBLETTING, AND ENCUMBERING	20
22.	CO-LOCATION	21
23.	COMMUNICATION FACILITY OPERATIONS	27
24.	HAZARDOUS MATERIALS	28
25.	HOLD HARMLESS	30
26.	BEST MANAGEMENT PRACTICES	31

27. TERMINATION OF PRIOR AGREEMENTS 32
28. NOTICES 32
29. TAXES AND ASSESSMENTS 32
30. EVENTS OF DEFAULT AND REMEDIES 32
31. RESERVATIONS 36
32. NO RELOCATION ASSISTANCE 36
33. HOLDING OVER 36
34. CONDITION OF LICENSE AREA UPON TERMINATION 37
35. DISPOSITION OF PERSONAL PROPERTY 37
36. QUITCLAIM OF LICENSE AREA UPON TERMINATION 37
37. DISTRICT'S RIGHT TO RE-ENTER 37
38. RECORDING PROHIBITED 37
39. PUBLIC RECORDS 38
40. AUTHORITY OF LICENSE 38
41. TIME 38
42. LICENSE ORGANIZATION 38
43. AMENDMENTS 38
44. SUCCESSORS IN INTEREST 38
45. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE 38
46. PARTIAL INVALIDITY 39
47. WAIVER OF RIGHTS 39
48. RELATIONSHIP OF PARTIES 39
49. GOVERNING LAW 39
50. RIGHT TO WORK AND MINIMUM WAGE LAWS 39
51. ATTORNEY FEES 40
52. NONDISCRIMINATION 40
53. SURVIVAL OF TERMS 40

EXHIBITS

DESCRIPTION OF LICENSE AREA ..... EXHIBIT A
DEPICTION OF LICENSE AREA ..... EXHIBIT B
LICENSEE'S FACILITIES PLANS AND SPECIFICATIONS ..... EXHIBIT C

COMMUNICATIONS SITE LICENSE

THIS COMMUNICATIONS SITE LICENSE ("**License**") is made _____, 20___ ("**Effective Date**") by and between ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic ("**DISTRICT**") and Sprint PCS Assets, L.L.C. (f/k/a Cox PCS Assets, LLC), by and through its manager and attorney-in-fact, STC One LLC, a Delaware limited liability company, registered in California as Tower Company One LLC, by and through its manager and attorney-in-fact Global Signal Acquisitions III LLC, a Delaware limited liability company, (hereinafter referred to as "**LICENSEE**") without regard to number and gender. DISTRICT and LICENSEE are at times jointly referred to hereinafter as the "**Parties**" or individually as "**Party**."

R E C I T A L S

A. COX PCS ASSETS, LLC ("**Former SubLessee")** entered into that certain Communications Site Ground SubLease Agreement dated November 1, 1998 ("**1998 SubLease Agreement**") with CALIFORNIA CENTRIFUGAL PUMP, INC. ("**Former SubLessor**") over that certain portion of real property located within certain real property commonly known as 2023 West Collins Avenue, Orange, California; and

B. In December 1999, Former SubLessee sold its holdings in the Orange County market area to Sprint Corporation, who placed those leased assets under its subsidiary STC One LLC ("**STC**"). STC, by and through Global Acquisitions III LLC, dba Crown Castle, its attorney-in-fact, is currently the sublessee ("**Current SubLessee**") under the 1998 SubLease Agreement as successor in interest to the Former SubLessee; and

C. On December 19, 2006 the Orange County Board of Supervisors approved DISTRICT's purchase of real property located at 2023 West Eckoff Avenue, Orange, CA, upon the condition that DISTRICT accept an assignment of the 1998 SubLease Agreement; and

D. To mitigate the impact of the DISTRICT's purchase of the property, DISTRICT and the City of Orange entered into a cooperative agreement that, among other things, requires the build-out of the cul-de-sac on Eckoff Street where the Current SubLessee's communications tower is situated. This new license provides an alternative location for the communication tower.

E. The Parties desire to enter into this License in order to revise the rent payment, provide payment of a processing fee to DISTRICT and revise the rent payment procedure to accommodate the proposed communications tower location, design, and communications equipment approved via the County of Orange property encroachment permit ("**County Property Permit**") process.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the Parties hereto mutually agree to the following:

1. DEFINITIONS (PMCLA2.2 S)

The following words in this License have the significance attached to them in this clause unless otherwise apparent from context:

"**Board of Supervisors**" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

"**Channel**" means DISTRICT's flood control facility (Facility No. E01) commonly referred to as the Santa Ana River Channel.

"**County**" means the County of Orange, a political subdivision of the state of California.

"**Director**" means the County of Orange, OC Public Works Director, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Board of Supervisors.

"**Laws**" shall mean all laws, codes, ordinances, statutes, orders and regulations now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity that are binding on and applicable to the License Area, facilities and the exercise of this License, including obtaining permits from the County Property Permit process on behalf of District in its capacity and implementation of the Orange County Flood Control Act set forth in California Water Code App. Sections 36-1 et seq., also referred to as Chapter 723 of the State of California Statutes of 1927, as amended.

"**Risk Manager**" means the Manager of the County Executive Office, Risk Management, or upon written notice to LICENSEE, such other person, or entity as shall be designated by the County Executive Officer.

2. LICENSE AREA (PMCLA3.2 S)

Subject to the terms and conditions in this License, DISTRICT licenses exclusively to LICENSEE certain real property consisting of approximately Four Hundred Fifty Two (452) square feet on Orange County Public Works Fleet Services yard at 2023 W. Collins Avenue, Orange, California ("**License Area**") as more particularly described in **Exhibit A**, and depicted in **Exhibit B**, both of which exhibits are attached hereto and by this reference made a part hereof. Said License Area is situated within an area of DISTRICT property adjacent to a flood control channel commonly known as the Santa Ana River Channel. As used hereinafter "**DISTRICT Property**" shall mean DISTRICT-owned property immediately surrounding the License Area.

3. LIMITATION OF THE LICENSE (PMCLA5.2 S)

This License and the rights and privileges granted LICENSEE in and to the License Area are non-exclusive and subject to all covenants, conditions, restrictions, and exceptions of record or apparent that existed prior to the Effective Date of this License.

Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to LICENSEE of rights in the License Area which exceed those owned by DISTRICT, or any representation or warranty, either express or implied, relating to the nature or condition of the License Area. Except as may be specifically and explicitly provided otherwise in this License, DISTRICT makes no warranties or representations whatsoever about the condition of the License Area, or its fitness or suitability for LICENSEE's use. LICENSEE expressly warrants and represents to the DISTRICT that LICENSEE or its agent has inspected

the License Area and DISTRICT's Property and accepts the License Area in its present "**AS-IS**" and "**WITH ALL FAULTS**" condition.

LICENSEE expressly acknowledges and agrees that neither DISTRICT nor its agents has or have made any warranties, representations or promises to Licensee or its agents about the condition of DISTRICT's Property, in whole or in part, the License Area, in whole or in part, including any aspect about the condition of the Access Way, including without limitation any structures or improvements, utilities or Hazardous Materials.

Pursuant to California Civil Code § 1938, and to the extent applicable to this License, DISTRICT expressly advises LICENSEE, and LICENSEE expressly acknowledges, that a Certified Access Specialist (as defined in California Civil Code § 55.53) has not inspected any portion of the License Area to determine whether it meets all applicable construction-related accessibility requirements.

4. USE (PMCLBl.1 S)

A. Communication Facilities. LICENSEE's use of the License Area shall be limited to the right to construct, maintain, repair, secure and operate a communications facility, including required antennas and antenna support structures, generators, radios, transmitters, equipment shelters, cabinets, utility lines, meter boards, and utilities, equipment, any related improvements and structures and uses incidental thereto and for uses reasonably necessary to the permitted uses, but for no other uses without the Chief Real Estate Officer's prior written consent, which consent may withheld for any or no reason.

All facilities constructed or placed by or on behalf of LICENSEE in, on, over, under, within or upon the License Area shall be deemed to belong to LICENSEE ("**LICENSEE's Facilities**"). Within thirty (30) days following completion of the initial construction and installation of LICENSEE's Facilities, LICENSEE agrees to provide the Director with (a) an itemized list and description of all LICENSEE's Facilities constructed or placed within the License Area; and (b) the associated plans and specifications for such LICENSEE's Facilities. The Parties agree that upon the Director's approval of the associated plans and specifications, the associated plans and specifications shall be incorporated herein as **Exhibit C** and made a part hereof. Such exhibit will be deemed to be the approved LICENSEE's Facilities.

B. Restricted Vehicle Parking. Neither LICENSEE nor any of LICENSEE's employees, agents, representatives, independent contractors, sublessees, co-locators or invitees (hereinafter "**LICENSEE Party or LICENSEE Parties**") shall park any vehicle on the License Area without LICENSEE or a LICENSEE Party being physically present. Under no circumstances shall any Licensee Party vehicle be parked on the License Area for more than eight (8) consecutive hours in any twenty-four (24) hour-period without the Director's prior written approval through County Property Permit process, and issuance of a County Property Permit ("**CPP"**) therefor, with payment of related normal processing fees.

C. Access Way. LICENSEE's use of the License Area shall include the non-exclusive right to use the "**Access Way**" delineated on said Exhibit B to access the License Area.

LICENSEE shall, at its sole cost and to the satisfaction of the Director, repair any damage to the Access Way, excluding normal wear and tear, caused by LICENSEE or any LICENSEE Party, to comparable condition as existed prior to such damage.

Unless otherwise posted, LICENSEE shall restrict vehicular speeds on and over the Access Way to a maximum speed of ten (10) miles per hour. LICENSEE shall not, nor shall any LICENSEE Party park any vehicles or equipment on any part of the Access Way, nor shall LICENSEE or any LICENSEE Party place any barriers or structures on the Access Way without first having obtained the Director's prior written approval through County Property Permit process and a CPP with payment of normal processing fees therefor. Any vehicles and/or equipment parked or placed on the License Area or Access Way in violation of the terms hereof, may be towed or removed at LICENSEE's expense, at the sole discretion of the Director, and without prior notice to LICENSEE.

In addition to the terms and conditions in this License, the Director may impose rules and regulations, upon ninety (90) days' prior written notice, pertaining to the manner in which LICENSEE is permitted to use the License Area and Access Way, including, without limitation, rules and regulations: (i) for the locations in which LICENSEE, and LICENSEE Parties may park vehicles and equipment while at the License Area; (ii) necessary to secure DISTRICT's Property; (iii) necessary to ensure access to DISTRICT's Property by other users authorized by DISTRICT; and (iv) necessary to maintain the safety of pedestrians and the traveling public on and around DISTRICT's Property. Should the Director issue to LICENSEE any keys or codes necessary to access the License Area via the Access Way, LICENSEE agrees that it shall safeguard and not share such keys or codes with third parties not authorized to access the License Area.

D. Operations.

LICENSEE hereby acknowledges that the License Area lies on, over or about a portion of DISTRICT's Channel and that the primary purpose of the License Area is for flood control purposes. LICENSEE agrees to conduct all activities within the License Area in such a manner that will allow for unobstructed flood control operations and maintenance of the Channel by DISTRICT.

LICENSEE shall at all times conduct all operations in, on, over, or about the License Area in a safe and responsible manner. Prior to the Effective Date, as defined hereinbelow, LICENSEE shall provide to the Director copies of applicable Federal Communications Commission ("**FCC**") certifications required for LICENSEE's operations on the License Area.

E. No Signs. LICENSEE acknowledges and agrees that its rights under this License do not authorize LICENSEE to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics, or advertisements whatsoever on the License Area, except signs that may be required under applicable Laws, and except as required under Section 18 (Maintenance Obligations) of this License.

F. No Other Use. LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any other activity within or from the License Area, other than is outlined in this Section 4, and LICENSEE agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the License Area, or to commit any waste within the License Area.

The use of the License Area or Access Way for any unauthorized, illegal or non-permitted purpose shall constitute a default of this License.

G. Permits and Licenses.

Prior to any construction or operations being performed on or within the License Area by LICENSEE or caused to be performed by or on behalf of LICENSEE, LICENSEE shall be required to obtain any and all approvals, permits and/or licenses which may be required from any governmental agency with jurisdiction over the License Area or LICENSEE's Facilities in connection with any activities conducted within the License Area as set out herein. LICENSEE shall make copies of such permits or other regulatory approvals available to the Director for inspection upon the Director's reasonable request. No permit, approval, or consent given hereunder by DISTRICT in its governmental capacity, shall affect or limit LICENSEE's obligations hereunder, nor shall any approvals or consents given by DISTRICT, as a Party to this License, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

H. Compliance with Regulatory Authority.

LICENSEE agrees no improvements, facilities or equipment shall be erected, placed upon, operated, or maintained within the License Area, nor shall any business or operations be conducted or carried on, therein or therefrom, in violation of the terms of this License, or in violation of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction, including, but not limited to the FCC and the FAA.

LICENSEE shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the License Area, which arise from LICENSEE's use of or performance of any activities permitted to be conducted in, on, over, or across the License Area.

LICENSEE shall not accept any regulatory permit, or consent to any regulatory permit provision which may (i) affect the operation and maintenance of the Channel; (ii) commit DISTRICT to any new maintenance obligation; (iii) require the installation of any water quality feature within the Channel property; (iv) result in increased Channel operation or maintenance expenses; or (v) be inconsistent with DISTRICT's Channel operations and/or facilities standards and criteria, without the Director's prior written approval, which approval shall be at Director's sole discretion and which approval may include, but not be limited to, the posting of a bond or the deposit of funds to cover any permit obligations. LICENSEE shall ensure that any such proposed permit provision(s) not approved in writing by the Director is/are stricken or deleted from the final permit prior to its issuance.

5. LICENSE TERM (PMCLB2.2 S)

The term ("**Initial Term**") of this License shall be five (5) years, commencing on the first day of the first full calendar month following the Effective Date of this License ("**Commencement Date**").

LICENSEE is hereby granted three (3) separate consecutive options of five (5) years each ("**Additional Terms**") to extend the Initial Term. Provided LICENSEE is not then in default of any term of this License, LICENSEE may exercise each option to extend this License for an Additional Term by giving the Director written notice of LICENSEE's intention to do so at least ninety (90) days prior to the expiration date of the Initial Term or Additional Term then in effect.

6. TERMINATION (PMCLB3.2 S)

A. Termination by DISTRICT. LICENSEE agrees that in the event LICENSEE's Facilities shall at any time interfere with the operation, maintenance, replacement, or improvement of DISTRICT's Channel as determined by the Director, this License may be terminated by the Director. Except in an emergency situation, the Director shall endeavor to give LICENSEE a minimum of one hundred eighty (180) days following written notice of termination from the Director, or as such period may be extended as the Director's sole and absolute discretion, to remove LICENSEE's Facilities from the License Area, at LICENSEE's expense.

In the event LICENSEE's Facilities must be removed due to interference as provided in this subsection 6.A., the Director shall endeavor to, but shall not be obligated to, locate an alternate site on DISTRICT Property for the relocation of LICENSEE's Facilities. Furthermore, under no circumstance, shall DISTRICT be obligated to purchase any property or easement rights, or enter into a lease, license or any other agreement for the purpose of relocating LICENSEE's Facilities. In the event a satisfactory alternate site on DISTRICT Property is accepted by LICENSEE, LICENSEE shall relocate LICENSEE's Facilities at LICENSEE's sole cost and expense, to the alternate location and LICENSEE shall cause the legal description and depiction of the License Area to be revised to reflect the alternate location. Upon written approval by both Parties of the revised legal description and depiction of the License Area, this License shall be amended to incorporate the revised legal description and depiction of the License Area. All other terms and conditions of this License shall remain the same.

7. RENT/ADMINISTRATIVE FEE (PMCLCl.2 S)

A. Rent. Upon the Commencement Date of this License and on or before the first day of each month thereafter, LICENSEE agrees to pay to DISTRICT Three Thousand Three Hundred and 00/100 Dollars ($3,300.00) as monthly rent for the License Area.

On the first anniversary of the Commencement Date and every year thereafter (each an "**Adjustment Date**"), the monthly rent shall increase by an amount equal to three percent (3%) of the monthly rent in effect for the month immediately preceding the Adjustment Date, rounded up to the nearest dollar.

In the event the obligation to pay rent terminates on some date other than the last day of the month, the rent shall be prorated on the basis of a thirty (30) day month to reflect the actual period of tenancy.

B. Administrative Fee. In addition to the rent specified above, LICENSEE shall pay DISTRICT a one-time administrative fee in connection with the negotiation and processing of this License in the amount of Fifteen Thousand Dollars ($15,000), payable within sixty (60) days of LICENSEE's receipt of the fully executed License. The Parties agree that said License administrative fee is non-refundable and shall be deemed earned by DISTRICT upon receipt.

8. RENT PAYMENT PROCEDURE (PMCLC6.2 S)

All rent and other payments due under this License shall be delivered to the Orange County Treasurer-Tax Collector, Revenue Recovery/Accounts Receivable Unit, P.O. Box 4005, Santa Ana, CA 92702-4005 (or may be delivered to 625 N. Ross Street, Bldg. 11, Room G58, Santa Ana, CA 92701-4005). The designated place of payment may be changed at any time by the Director upon thirty (30) days' written notice to LICENSEE. Rent payments made by check are to be made payable to Orange County Flood Control District. LICENSEE assumes all risk of loss if payments are made by mail.

All sums due under this License shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand, except as required or allowed pursuant to this License. No payment by LICENSEE or receipt by DISTRICT of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and DISTRICT shall accept such check or payment without prejudice to DISTRICT's right to recover the balance of the amount due or pursue any other remedy in this License.

9. CHARGE FOR LATE PAYMENT (PMCLC7.2 S)

LICENSEE hereby acknowledges that the late payment of rent or any other sums due hereunder will cause DISTRICT to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment of rent as specified in the Section 7 (Rent/Administrative Fee) of this License or of any other sum due DISTRICT is not received by DISTRICT by the due date, a late charge of four percent (4%) of the payment due and unpaid plus $100 shall be added to the payment, and the total sum shall become immediately due and payable to DISTRICT. An additional charge of four percent (4%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

LICENSEE and DISTRICT hereby agree that such late charges represent a fair and reasonable estimate of the costs that DISTRICT will incur by reason of LICENSEE's late payment. Acceptance of such late charges (and/or any portion of the overdue payment that is less than full payment) by DISTRICT shall in no event constitute a waiver of LICENSEE's default with

respect to such overdue payment, or prevent DISTRICT from exercising any of the other rights and remedies granted hereunder.

10. SECURITY DEPOSIT (PMCLC9.2 S)

LICENSEE shall deposit with District the sum of Fifteen Thousand Dollars ($15,000), within sixty (60) days of LICENSEE's receipt of the fully executed License. DISTRICT shall not be required to keep this security deposit separate from its general funds, and LICENSEE shall not be entitled to any interest on such deposit.

DISTRICT reserves the right to adjust the amount of the security deposit to reflect changes in rent established by DISTRICT. Within thirty (30) days after receipt of Director's written notice to LICENSEE of any change in required security deposit amount, LICENSEE shall submit to DISTRICT any additional security deposit as may be required.
The security deposit shall take one of the forms set out below and shall guarantee LICENSEE's full and faithful performance of all the terms, covenants, and conditions of this License:

A. Cash, in the form of a check made payable to Orange County Flood Control District;

B. The assignment to DISTRICT of a savings deposit held in a financial institution in Orange County acceptable to the Director. At a minimum, such assignment shall be evidenced by the delivery to the Director of the original passbook reflecting said savings deposit and a written assignment of said deposit to DISTRICT, in a form approved by the Director.

C. A Time Certificate of Deposit from a financial institution in Orange County wherein the principal sum is made payable to Orange County Flood Control District, or order. Both the financial institution and the form of the certificate must be approved by the Director.

D. An instrument or instruments of credit from one or more financial institutions, subject to regulation by the state or federal government, pledging that funds necessary to secure performance of the License terms, covenants, and conditions are on deposit and guaranteed for payment, and agreeing that said funds shall be trust funds securing LICENSEE's performance and that all or any part shall be paid to Orange County Flood Control District, or order upon demand by the Director. Both the financial institution(s) and the form of the instrument(s) must be approved by the Director.

Regardless of the form in which LICENSEE elects to make said security deposit, all or a portion of the principal sum shall be available unconditionally to the Director for correcting any default or breach of this License by LICENSEE, its successors or assigns, by any LICENSEE Party, or for payment of reasonable expenses incurred by DISTRICT as a result of the failure of LICENSEE, its successors or assigns, to faithfully perform all terms, covenants, and conditions of this License. DISTRICT shall submit to LICENSEE reasonable supporting documentation evidencing such costs and expenses within thirty (30) days following DISTRICT's use of the Security Deposit. In the event of a permitted assignment of this License by LICENSEE for which the new licensee posts a replacement security deposit with DISTRICT, LICENSEE's security deposit shall be returned to LICENSEE within thirty (30) days of DISTRICT's receipt of such replacement deposit. Nothing contained herein is intended

to deprive LICENSEE of its right to assert its rights and to recover (or have DISTRICT replenish) any portion of the security deposit used by DISTRICT when it is subsequently determined by DISTRICT or other applicable authority with jurisdiction that LICENSEE was not, in fact, in breach of the License in connection with the matter for which the security deposit was used by DISTRICT.

LICENSEE further agrees to maintain any savings deposit, Time Certificate of Deposit or instrument or instruments of credit (hereinafter collectively referred to as "**Negotiable Instrument**") described in subsections B, C and D of this Section 10, in full force and effect throughout the term of this License and agrees to notify the Director of any name or address change, asset transfers, assignments, or other such changes related to the financial institution issuing any such Negotiable Instrument, which changes may have an adverse bearing on the Negotiable Instrument.

Should LICENSEE elect to assign or provide a Negotiable Instrument to fulfill the security deposit requirements of this License, such assignment or issuance of a Negotiable Instrument, shall have the effect of releasing the depository or creditor therein from liability to LICENSEE on account of the payment of any or all of the principal sum to DISTRICT, or order upon demand by the Director. The agreement entered into by LICENSEE with a financial institution to establish the deposit necessary to permit assignment or issuance of a Negotiable Instrument as provided above may allow the payment of interest accruing on account of said deposit to LICENSEE or order.

In the event the Director withdraws any or all of the security deposit as provided herein, or if any Negotiable Instrument should expire, become invalid or for any reason no longer be negotiable by the Director, LICENSEE shall, within forty-five (45) days after written notice of any withdrawal by the Director, replenish or replace the security deposit to maintain it at amounts as herein required throughout the License term. Failure to do so shall be deemed a material default and shall be subject to Section 30 (Events of Default and Remedies) of this License.

The security deposit shall be rebated, reassigned, released, or endorsed by the Director to LICENSEE or order, as applicable, at the end of the License term, provided LICENSEE has fully and faithfully performed each and every term, covenant, and condition of this License (with the exception of the terms, covenants and conditions set forth in Section 16 (Ownership of Improvements), the performance of which are to be secured by the Performance Security Deposit (defined below).

11. PERFORMANCE SECURITY DEPOSIT (PMCL9.5 S)

To assure completion of LICENSEE's obligation to remove all LICENSEE's improvements, facilities or equipment, material and debris from the License Area and the obligation to remove all LICENSEE's Facilities from the License Area upon the expiration or sooner termination of this License, in accordance with the requirements provided in Section 16 (Ownership of Improvements), LICENSEE shall, within sixty (60) days of the full execution of the License, provide DISTRICT with a Thirty-Five Thousand Dollar ($35,000) performance deposit ("**Performance Security Deposit**"). Such Performance Security Deposit shall take one of the following forms:

A. Cash, in the form of a check made payable to Orange County Flood Control District; or

B. Irrevocable Letter of Credit pledging that funds necessary to secure performance of the License terms, covenants, and conditions related to the removal of all improvements, facilities, equipment, material, debris and LICENSEE's Facilities to the reasonable satisfaction of the Director, are on deposit and guaranteed for payment, and agreeing that said funds shall be trust funds securing LICENSEE's performance and that all or any part shall be paid to Orange County Flood Control District, or order, upon demand by the Director. Both the financial institution and the form of the letter of credit must be approved by the Director and CEO/Risk Management; or

C. Completion Bond issued to Orange County Flood Control District as obligee, and issued by a company qualified to do business in the state of California, and in a form acceptable to the Director, insuring faithful and full observance and performance by LICENSEE of all terms, covenants and agreements relating to the removal of all improvements, facilities, equipment, material, debris and LICENSEE's Facilities from the License Area, to the reasonable satisfaction of the Director.

In the event LICENSEE elects to deposit cash in fulfillment of the Performance Security Deposit requirement, DISTRICT shall not be required to keep such cash separate from its general funds and LICENSEE shall not be entitled to any interest on such deposit.

Any completion bond provided in satisfaction of the Performance Security Deposit requirement shall be made effective within sixty (60) days following LICENSEE's receipt of a fully executed copy of this License, and shall remain in effect throughout the term of this License. LICENSEE agrees to notify the Director of any name or address change, asset transfer, assignments or other such change related to the bonding institution issuing such completion bond. The agreement entered into by LICENSEE with a financial institution to establish the deposit necessary to permit assignment or issuance of a completion bond as provided above, may allow the payment of interest accruing on account of said deposit to LICENSEE or order. In the event any completion bond should expire, become invalid or for any reason no longer be negotiable by the Director, LICENSEE shall within forty-five (45) days after written notice from the Director that the completion bond is no longer negotiable, replenish or replace the Performance Security Deposit to maintain it at amounts as herein required. Failure to do so shall be deemed a material default of this License.

Regardless of the form in which LICENSEE elects to make said Performance Security Deposit, all or a portion of the principal sum shall be available unconditionally to the Director for payment of expenses incurred by DISTRICT as a result of the failure of LICENSEE, its successors or assigns, to faithfully perform all terms, covenants, and conditions pertaining to the removal of all improvements, facilities, equipment, material, debris and LICENSEE's Facilities from the License Area and the restoration of the License Area in accordance with Section 16 (Ownership of Improvements).

The Performance Security Deposit, less any amount due DISTRICT, as the case may be, shall be rebated, reassigned, released, or endorsed by the Director to LICENSEE or order, as applicable, within the later of 30 days following the expiration or sooner termination of this

License, or satisfactory removal of LICENSEE's improvements, facilities, equipment, material, debris and LICENSEE's Facilities from the License Area and the restoration of the License Area as provided in said Section 16 (Ownership of Improvements) of this License.

12. CONSTRUCTION AND/OR ALTERATION BY LICENSEE (PMCLD2.2 S)

A. DISTRICT'S Consent. LICENSEE shall not perform any demolition, excavation or construction activity upon the License Area nor shall LICENSEE modify, alter, replace, reconfigure, upgrade or add any LICENSEE's Facilities or equipment, or remove any of LICENSEE's Facilities lying within the License Area without prior written approval of the Director through County Property Permit process and without first having obtained a CPP with payment of normal processing fees therefor; and upon completion of any such work, LICENSEE shall immediately notify the Director in writing of such completion.

B. Inspection, Repair and Maintenance. Should it be necessary for LICENSEE to conduct any demolition, inspection, repair or maintenance activities requiring the disturbance of the surface of the License Area or requiring the use of any specialized vehicles or equipment, including but not limited to haulers or cranes, within, over, under or about the License Area subsequent to the completion of the initial installation of LICENSEE's Facilities, LICENSEE agrees to notify the Director in writing sixty (60) days in advance of such planned activities, obtain the Director's written approval of all plans, and obtain a CPP through County Property Permit process with payment of normal processing fees therefor, prior to commencement of any such activities. Said approval shall not be withheld unreasonably, nor shall said approval be necessary in any emergency situation. However, LICENSEE shall notify the Director within five (5) days following commencement of any emergency repair work, and if so requested by the Director, LICENSEE shall secure a CPP through County Property Permit process for the purpose of documenting the emergency work.

No excavation, grading or construction activities that will disturb the surface of the License Area to a depth greater than twelve (12) inches shall be permitted without LICENSEE first having presented the Director via the County Property Permit process with satisfactory soil boring tests and building structural analysis tests.

The Director's approval of LICENSEE's demolition, construction, installation, repair and/or maintenance plans shall not be deemed approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. Neither DISTRICT nor Director shall be responsible for permitting of any construction and/or maintenance, design, assumptions or accuracy of LICENSEE's construction and/or maintenance plans. The Director will rely on the professional expertise of the Engineer of Record when approving LICENSEE's construction, modification, and/or maintenance plans.

C. Use of DISTRICT Property Outside of License Area. In the event any of LICENSEE's construction activities including those activities resulting from damage or destruction of LICENSEE's Facilities, necessitates temporary use of DISTRICT Property outside of the License Area, LICENSEE shall submit a request to the Director identifying the area needed and the purpose and duration of such use. If the Director in his or her sole

discretion determines that such temporary use of the identified DISTRICT Property will not unreasonably interfere with purposes of the DISTRICT, LICENSEE may be permitted to use the identified DISTRICT Property under a Temporary Construction Easement or such other comparable instrument, with payment of additional consideration for such use.

D. Strict Compliance with Plans and Specifications. All modifications or improvements constructed by LICENSEE within the License Area shall be constructed in strict compliance with detailed plans and specifications approved in writing by the Director. LICENSEE shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing, installing, modifying or repairing any LICENSEE's Facilities, or in conducting any other work within the License Area and LICENSEE shall use only qualified and trained persons and appropriately licensed contractors for all work performed on or about the License Area.

E. DISTRICT's Cooperation. DISTRICT agrees to reasonably cooperate with LICENSEE with respect to obtaining, at LICENSEE's sole cost and expense, zoning approvals and documents required by any governmental authority, in connection with the development or construction of LICENSEE's Facilities on the License Area necessary to operate a telecommunications facility thereon.

F. Equipment Replacement, Reconfiguration, Additions or Upgrades. LICENSEE shall have equipment change, replacement, reconfiguration additions and/or upgrade plans submitted for DISTRICT review and approval, whether submitted by LICENSEE, or by or on behalf of a co-locator, through the County Property Permit process with payment of normal processing fees. LICENSEE shall ensure that any work on the License Area for equipment replacement, reconfiguration additions or upgrades are conducted in accordance with a CPP.

G. Rent Increase. In the event LICENSEE determines that any modification, replacement, reconfiguration, addition or upgrade to any of LICENSEE's Facilities or to a co-locator's facilities is needed, or an increase in the License Area), the Director may, in the Director's reasonable discretion, require a reasonable increase in rent to be paid by LICENSEE as a condition of approval of the proposed changes to LICENSEE's Facilities. The Director shall endeavor to notify LICENSEE of any such proposed rent increase within thirty (30) days of receipt of LICENSEE's plans for such modifications and related administrative design review fee.

H. License Modification. Within thirty (30) days following completion of any modifications, replacement, reconfiguration of, or additions or upgrades to any of LICENSEE's Facilities, including, but not limited to, equipment, facilities or improvements in, on, over, across, under or through the License Area, occurring after the Effective Date of this License, LICENSEE shall furnish the Director with an updated itemization and description of all LICENSEE's Facilities in the License Area. Upon the Director's concurrence as to the accuracy of such list, the Parties may agree by a letter of agreement, to substitute revised Exhibit C to this License. In the event the change in equipment, facilities or improvements, and/or a change in the License Area

result in a change in the rent to be paid to DISTRICT by LICENSEE, the Parties agree to formally amend this License.

In the event the Director determines that a formal License amendment is in order, LICENSEE shall be fully responsible for the costs and shall deposit with DISTRICT a minimum Five Thousand Dollar ($5,000) administrative fee to cover costs associated with the negotiation and processing of such amendment. Such amendment administrative fee shall be made payable to DISTRICT and shall be due within fifteen (15) days' following written notice from the Director that the proposed change in equipment, LICENSEE's Facilities or improvements, or change in the License Area, will result in a rent increase. LICENSEE shall be invoiced for any amendment-related administrative costs exceeding $5,000 which invoice shall be due and payable within thirty (30) days of billing. The Parties agree that any portion of such administrative fee used in connection with the negotiation and processing of a License amendment whether or not the amendment is successfully negotiated and approved, shall be deemed earned by DISTRICT and is not refundable. Any residual balance of any such amendment administrative fee shall be refunded to LICENSEE.

13. LICENSEE'S ASSURANCE OF CONSTRUCTION COMPLETION (PMCLD3.3 S)

Prior to commencement of construction, installation, modification or replacement of any approved LICENSEE's Facilities, or any phase thereof, within the License Area by LICENSEE, LICENSEE shall furnish to the Director evidence that assures the Director that sufficient monies will be available to complete the proposed construction. The amount of money available shall be at least the total estimated construction cost. Such evidence may take one of the following forms:

A. Performance and labor and material bonds issued to Orange County Flood Control District as obligee.

B. Irrevocable letter of credit issued to Orange County Flood Control District from a financial institution to be in effect until the Director acknowledges satisfactory completion of construction

C. Cash, in the form of a check made payable to the Orange County Flood Control District.

D. Any combination of the above.

All bonds must be issued by a company qualified to do business in the State of California and reasonably acceptable to the Director. All bonds shall be in a form reasonably acceptable to the Director and shall insure faithful and full observance and performance by LICENSEE of all terms, conditions, covenants, and agreements relating to the construction of improvements within the License Area.

14. MECHANICS LIENS OR STOP NOTICES (PMCLD4.2 S)

LICENSEE shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing, constructing and installing any and all LICENSEE Facilities within the License Area. Except to the extent caused by the negligence or willful

misconduct of DISTRICT, LICENSEE shall at all times indemnify and save DISTRICT harmless from all claims, losses, demands, damages, cost, expenses, or liability costs for labor or materials in connection with the construction, repair, alteration, or installation of any LICENSEE's Facilities within the License Area by or on behalf of LICENSEE, and from the cost of defending against such claims, including reasonable attorney fees and costs.

In the event a lien or stop notice is imposed upon the License Area as a result of any construction, repair, alteration, or installation activities thereon, by or on behalf of LICENSEE or a Co-locator, LICENSEE shall either:

A. Record a valid Release of Lien, or

B. Procure and record a bond in accordance with Section 8424 of the Civil Code, which frees the License Area from the claim of the lien or stop notice and from any action brought to foreclose the lien.

Should LICENSEE fail to accomplish either of the two optional actions above within thirty (30) days of its receipt of notice of the filing of such a lien or stop notice, LICENSEE shall be in default and shall be subject to Section 30 (Events of Default and Remedies).

15. "AS BUILT" PLANS AND EQUIPMENT IDENTIFICATION (PMCLD5.2 S)

A. "As Built" Plans. Within sixty (60) days following completion of any substantial improvement within the License Area, LICENSEE shall furnish to the Director a complete set of reproducible Mylars and two sets of prints of "As Built" plans. LICENSEE shall also furnish the Director with all CAD data by email as "read only" files which shall be in one of the following software formats:

1. Micro Station DGN format; Microsoft Windows based system.
2. AutoCAD DXF format; Microsoft Windows based system.
3. Other (generic DXF format; Microsoft Windows based system.

All CAD files are also to be converted to Acrobat Reader (*.pdf format), which shall be included in the email. No other formats are acceptable. The Director reserves the right to reject CAD files delivered in any other formats not specified above.

B. Completion of Exhibits. Within thirty (30) days of completion of construction of LICENSEE's Facilities or any substantial improvement or alteration of the LICENSEE's Facilities, License shall provide the Director with (i) an itemized list of the communication facilities constructed or placed within the License Area and (ii) the plans and specifications for such communication facilities. Upon approval of such itemized list and the plans and specifications by the Director, the list of communication facilities and the plans and specifications shall be deemed LICENSEE's Facilities and incorporated into this License as Exhibit C.

16. OWNERSHIP OF IMPROVEMENTS (PMCLD6.2 S)

DISTRICT agrees and acknowledges that all LICENSEE's Facilities and all personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have

the right to remove the same at any time during the term of this License, subject to the provisions of Section 12 (Construction and/or Alteration by LICENSEE) of this License, whether or not said items are considered fixtures and attachments to real property under applicable laws.

LICENSEE, at its sole cost and expense, shall prior to the expiration or sooner termination of this License, remove all LICENSEE's Facilities from the License Area, including but not limited to any communication facilities, footings, foundations, equipment, conduits, fixtures and all personal property. Notwithstanding the foregoing, LICENSEE shall only be required to remove any footing segments or foundations within a depth of six (6) feet below grade level. LICENSEE, at its sole cost and expense, shall repair and restore any damage to the License Area and/or any damage to DISTRICT's Property caused by such removal. Such repair and restoration shall include, but not be limited to restoring the License Area to a condition level with DISTRICT's Property immediately surrounding the License Area, backfilling and compacting any excavated area to a minimum of 90% compaction or to a lesser percentage as may be approved by the Director, and at the Director's request, resurfacing the License Area with material, and if applicable, landscaping equal to or better than the ground covering material on DISTRICT's Property immediately surrounding the License Area.

17. UTILITIES (PMCLE3.2 S)

LICENSEE shall install, or cause to be constructed or installed, all utility facilities required by LICENSEE within the License Area. All such utilities, including but not limited to electricity, gas and telephone, shall be separately metered and charged directly to LICENSEE. LICENSEE shall be responsible for and pay directly to the utility service provider, prior to delinquency, all charges for utilities supplied to the License Area.

18. MAINTENANCE OBLIGATIONS OF LICENSEE (PMCLE2.2 S)

LICENSEE shall, at no cost to DISTRICT and to the reasonable satisfaction of the Director, keep and maintain the License Area and all LICENSEE's Facilities of any kind which may be erected, installed, or made thereon in good, clean and safe condition, free of graffiti or litter and in substantial repair and shall at all times conduct all operations thereon in a safe, competent, responsible and efficient manner comparable to other well-managed operations of a similar type.

LICENSEE shall retain active, qualified, competent and experienced personnel or independent contractors to service LICENSEE's operation and to represent and act for LICENSEE. LICENSEE shall also clearly display on the outside of LICENSEE's Facilities, signage noting LICENSEE's emergency contact telephone number available 24 hours a day, seven (7) days a week.

The Director shall have the right to enter upon and inspect the License Area at any time for cleanliness and safety following forty-eight (48) hours' notice to LICENSEE, whether or not accompanied by an authorized representative of LICENSEE. In the event of an emergency, the Director shall have the right to enter the License Area without forty-eight (48) hours' prior notice and without an authorized representative of LICENSEE being present; however, the Director will endeavor to contact LICENSEE prior to any such entry. In the event the Director

is unable to contact LICENSEE prior to any such entry, the Director shall promptly notify LICENSEE of such entry in writing as soon as reasonably practicable thereafter. If, under such emergency circumstances, LICENSEE is not present to open the License Area, the Director may enter by any reasonable means without liability to DISTRICT except for failure to exercise reasonable care under the circumstances. The Director's actions under this Section 18 will not constitute a forcible entry, an actual or constructive eviction or in any manner relieve LICENSEE of any obligation with respect to making any repair, replacement, or improvement or complying with any law, order, or requirement of any government or other authority. No provision of this Section 18 shall be construed as obligating DISTRICT to perform any maintenance, repairs, alterations or improvements.

If LICENSEE fails to maintain or make repairs or replacements as required in this License, the Director may notify LICENSEE in writing of said failure. Should LICENSEE fail to correct the situation within a reasonable time thereafter as established by the Director, subject to applicable cure periods set forth in Section 30 (Events of Default and Remedies), the Director may have the necessary correction made and the cost thereof, including but not limited to the reasonable cost of labor, materials, and equipment and a fifteen percent (15%) administration fee of such costs, shall be paid by LICENSEE within thirty (30) days of receipt of a statement of said cost accompanied with supporting documentation of such costs, from the Director. The Director may, at the Director's option, choose other remedies available herein, or by law. In establishing the time in which LICENSEE must correct its failure to make repairs or replacements under this Section 18, the Director shall allow at least thirty (30) days unless the situation constitutes a violation of applicable laws or otherwise threatens imminent harm to persons or property.

19. DAMAGE TO OR DESTRUCTION OF FACILITIES/PROPERTY (PMCLE4.3 S)

A. LICENSEE's Facilities. In the event of damage to or destruction of LICENSEE Facilities located within the License Area or in the event LICENSEE Facilities located within the License Area are declared unsafe or unfit for use for the purposes required by this License by a public entity with the authority to make and enforce such declaration, LICENSEE shall, within thirty (30) days following notice from the Director or by the date given by any such governing entity, whichever first occurs, and subject to the provisions of Section 12 (Construction and/or Alteration by LICENSEE) of this License, commence and diligently pursue to complete the repair, replacement, or reconstruction of the damaged or destroyed improvements to the same size, condition and configuration as existed immediately prior to the event causing the damage or destruction, as necessary to permit full use of the License Area for the purposes permitted under this License. During such time as the License Area is declared unsafe or unfit for use, LICENSEE shall not conduct any business operations within the License Area.

B. DISTRICT's Property. LICENSEE shall, subject to the provisions of Section 12 (Construction and/or Alterations by LICENSEE) of this License, promptly, and at its sole cost and expense, repair or replace any DISTRICT-owned property, facilities, landscaping, equipment or improvements located on, under, over, within or about the License Area or on DISTRICT's Property that is/are damaged or destroyed by LICENSEE or a LICENSEE Party in the exercise of LICENSEE's rights hereunder. Such repair or restoration shall be to approximately the same workmanship and

condition as existed prior to such damage or destruction. If LICENSEE fails to perform any such repair or restoration within thirty (30) days following written notice from the Director to LICENSEE, or as such repair or restoration period may be extended in writing by the Director, DISTRICT may have the necessary repair or restoration made and the cost thereof, including but not limited to the cost of labor, materials, and equipment and a fifteen percent (15%) administration fee of such costs, shall be paid by LICENSEE within thirty (30) days following receipt of a statement and reasonable supporting documentation of said cost from the Director. Notwithstanding the foregoing, LICENSEE shall have an extended period as may be required beyond the thirty (30) day repair or restoration period to make any repair(s) or restoration(s) if the nature of the repair(s) or restoration(s), as agreed to by the Director, is such that it reasonably requires more than thirty (30) days to repair or restore, and LICENSEE commences the repair(s) or restoration(s) within the thirty (30) day repair or restoration period and diligently pursues the repair(s) or restoration(s) to completion. DISTRICT may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to complete the repair(s) or restoration(s) within the time periods provided in this Section. Thereafter, the Director may, at the Director's option, choose other remedies available herein, or by law.

20. INSURANCE (PMCLE5.2 S)

A. General Requirements

LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with the Director certificates of insurance, including all endorsements required herein, necessary to satisfy DISTRICT that the insurance provisions of this License have been complied with, and to keep such insurance coverage and the certificates and endorsements therefor on deposit with DISTRICT during the entire term of this License.

LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of the Director. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. The Director will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, the Director may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the Director reinstates the License.

If LICENSEE fails to provide the Director with a valid certificate of insurance and endorsements, or binder at any time during the term of the License following DISTRICT's written request, DISTRICT and LICENSEE agree that this shall constitute a material breach of this License. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall permit the Director to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and LICENSEE Parties, from entering the License Area until such time as the Director

is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold DISTRICT harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the Director's action.

LICENSEE may utilize the License Area only upon providing to DISTRICT the required insurance stated herein and shall maintain such insurance for the entire term of this License. The Director reserves the right to terminate this License at any time LICENSEE's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. LICENSEE shall pay DISTRICT a fee of Nine Hundred Dollars ($900) for processing the reinstatement of this License. LICENSEE shall provide to the Director immediate notice of said insurance cancellation or termination.

All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth under Section 20(C) herein for LICENSEE. LICENSEE shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by DISTRICT from the LICENSEE under this License. It is the obligation of the LICENSEE to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this License and be available for inspection by a DISTRICT representative at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (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 LICENSEE's current audited financial report. If LICENSEE's SIR is approved, LICENSEE, in addition to, and without limitation of, any other indemnity provision(s) in this License, agrees to all of the following:

1. In addition to the duty to indemnify and hold DISTRICT and County harmless against any and all liability, claim, demand or suit resulting from LICENSEE's, or LICENSEE Parties' performance of this License, LICENSEE shall defend DISTRICT at LICENSEE's sole cost and expense with counsel reasonably approved by Board of Supervisors against same; and

2. LICENSEE's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the LICENSEE's SIR provision shall be interpreted.

If LICENSEE fails to maintain insurance as required herein for the full term of this License, the Director may terminate this License.

B 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.

C. Minimum Limits

The policy or policies of insurance maintained by the LICENSEE shall provide the minimum limits and coverage as set forth below which may be met by any combination of primary and excess or umbrella insurance:

Coverages	Minimum Limits
Commercial General Liability	$2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 accident/each employee disease/policy limit disease

D. 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 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

E. Required Endorsements

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

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

a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming ***District and the County of Orange, their elected and appointed officials, officers, employees, agents*** as Additional Insureds. Blanket coverage may also be provided which will state - ***As required by written agreement***.

b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that LICENSEE's insurance is primary and any insurance or self-insurance maintained by Orange County Flood Control District and the County of Orange shall be excess and non-contributing.

The Commercial General Liability policy shall also contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against Orange County Flood Control District and the County of Orange, their elected and appointed officials, officers, agents and employees. Blanket coverage may also be provided which will state - ***As required by written agreement.***

Insurance certificates should be forwarded to the DISTRICT address provided in Section 28 (Notices) below or to an address provided by the Director. LICENSEE has ten (10) business days from the date of this License to provide adequate evidence of insurance or this License may be cancelled.

DISTRICT expressly retains the right to require LICENSEE to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in insurance will be as deemed by the County of Orange Risk Manager as appropriate to adequately protect the DISTRICT.

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

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

21. ASSIGNING AND ENCUMBERING (PMCLE7.6 S)

Any mortgage, pledge, hypothecation, encumbrance, transfer, assignment or collocation (hereinafter referred to individually as an "**Encumbrance**" or collectively as "**Encumbrances**") of LICENSEE's interest in the License Area, or any part or portion thereof without the prior written approval of the Director is prohibited. The Director may reasonably

withhold and/or condition such approval, taking into account the nature and scope of the request by LICENSEE. Any attempted Encumbrance, without such prior written approval, shall be null and void and shall confer no right, title, or interest in or to this License and constitute a material breach, and shall render this License voidable at DISTRICT's option. Notwithstanding the foregoing, LICENSEE may sublicense or collocate a third party upon consent from DISTRICT, which consent shall not be unreasonably withheld, conditioned or delayed, subject to the terms of Section 22.

Notwithstanding the foregoing, however, this License or LICENSEE's interest in the License Area may be sold, assigned or transferred by the LICENSEE without any approval or consent of the DISTRICT, to LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the FCC in which the License Area is located by reason of a merger, acquisition or other business reorganization on condition that within forty-five (45) days following such transfer, LICENSEE (a) provides the Director with written notice of the transfer setting forth the name, address and contact information of the transferee, and the effective date of such transfer and (b) submits to the Director a copy of a memorandum of assignment or such other documentation reasonably evidencing the transfer. Assignments not requiring DISTRICT's approval or consent do not apply to specialized purpose entities created solely to hold the License and become acquired or merged into a third party.

No change of stock ownership or control of LICENSEE shall constitute an assignment hereunder. In the event of any such sale, assignment or transfer, LICENSEE shall notify the Director in writing at least forty-five (45)thirty (30) days prior to f the sale, assignment or transfer and shall include in such writing an explanation of such sale, assignment or transfer and how it complies with the terms of this paragraph, including evidence to support such contentions (i.e., evidence that an entity is an affiliate of LICENSEE). Non-compliance with this notice provision shall be considered a material default under this License.

LICENSEE shall deposit with DISTRICT a minimum Five Thousand Dollar ($5,000) administrative fee to cover administrative costs in connection with the negotiation and processing of each Encumbrance request requiring the Director's approval. Said Encumbrance administrative fee shall be due at the time LICENSEE submits a request for consent to an Encumbrance and shall be made in the form of a check made payable to DISTRICT of Orange. LICENSEE shall be invoiced for any assignment-related administrative costs exceeding $5,000 which invoice shall be due and payable within thirty (30) days of billing. The Parties agree that any portion of such administrative fee used in connection with the negotiation and processing of a consent to Encumbrance, whether or not a requested Encumbrance is approved, shall be deemed earned by DISTRICT and is not refundable. Any residual balance of any such Encumbrance administrative fee shall be refunded to Licensee.

22. CO-LOCATION (PMCLE9.2 S)

A. LICENSEE's Option. LICENSEE may, subject to the provisions of Section 21 (Assigning and Encumbering), enter into a sublicense, license or other agreement ("**Co-location Agreement**") with a third party (hereinafter "**Co-locator**") for the

installation and operation of Co-locator's equipment or services on LICENSEE's Facilities, conditioned on the following, which shall apply for each co-location:

1. Plan Review. LICENSEE shall:

   a. Require Co-locator to submit any proposed plans and specifications for utility requirements, transmitting/receiving signals and/or other equipment proposed to be installed on LICENSEE's Facilities for DISTRICT prior review and approval through the County Property Permit process. LICENSEE shall ensure that any proposed co-location does not interfere with, disrupt or impair the quality of communication operations currently permitted within the License Area or elsewhere on DISTRICT Property and DISTRICT Channel operations;

   b. Require Co-locator to provide an intermodulation report demonstrating that the proposed co-location will not interfere with other communications systems then existing on the License Area or elsewhere on DISTRICT Property, including without limitation any DISTRICT or County communication systems;

   c. Require Co-locator to comply with all radiofrequency safety regulations of the FCC in accordance with Section 23 (Communications Facility Operations) of this License and have the Co-locator agree in writing to comply with all terms of the License;

   d. With respect to any construction-related activities proposed by Co-locator, require Co-locator to comply with all construction-related provisions of this License, including, but not limited to the provisions set forth in Sections 12 through 15, and to obtain prior approval through the County Property Permit process; and

   e. Prior to equipment activation, demonstrate compliance with all FCC safety regulations, and upon Director's request, provide the Director with a radio frequency ("**RF**") safety report.

2. Administrative Fee. LICENSEE shall deposit with DISTRICT a minimum Five Thousand Dollar ($5,000) fee to cover reasonable administrative costs in connection with the negotiation and processing of each request for DISTRICT's consent to a new Co-location Agreement. Said co-location administrative fee ("**Co-location Administrative Fee"**) shall be due at the time LICENSEE submits a request for consent to a co-location arrangement and shall be made in the form of a check made payable to Orange County Flood Control District. The Co-location Administrative Fee shall be in addition to normal County Property Permit processing fees for any construction or installation activities. The Parties agree that any portion of the Co-location Administrative Fee used in connection with the negotiation and processing of a Co-location Agreement shall be deemed earned by DISTRICT, whether or not the Co-location Agreement is approved by all parties involved, and is not refundable.

3. License Disclosure. LICENSEE agrees that any Co-location Agreement between LICENSEE and a Co-locator shall include the express agreement that such Co-location Agreement is subject to all of the terms and conditions of this License and in the event of any conflict between the provisions of the Co-location Agreement and this License, the terms and conditions of this License shall prevail. LICENSEE shall provide the Director with notice of the term and rent of any Co-location Agreement LICENSEE enters into, within fifteen (15) days following execution of any such agreement by the parties to such agreement.

B. DISTRICT's Option. DISTRICT hereby reserves the right to reasonably require LICENSEE to provide to a Co-locator, by separate Co-location Agreement between LICENSEE and Co-locator, utilities and space on LICENSEE's monopole or tower structure located within the License Area provided that the following co-location requirements are met:

1. LICENSEE approves of the addition of a new Co-locator, which approval by LICENSEE shall not be unreasonably withheld, conditioned or delayed;

2. LICENSEE and Co-locator execute a separate Co-location Agreement which shall conform to LICENSEE'S standard co-location/sublicense agreement;

3. Director shall request that Co-locator submit to LICENSEE reasonably detailed preliminary plans and specifications for utility requirements and transmitting, and receiving equipment or other equipment the Co-locator proposes to install on LICENSEE's Facilities. LICENSEE shall within ten (10) business days after receipt of such preliminary plans and specifications, provide the Co-locator and Director with written comments concerning Co-locator's proposed plans and specifications along with LICENSEE's preliminary approval or disapproval of such plans and specifications, which approval shall not be unreasonable withheld, conditioned, or delayed. It shall not be considered unreasonable for LICENSEE to disapprove a requested collocation due to:

   a. LICENSEE's and Co-locator's inability, after good faith negotiations, to agree upon commercially reasonable terms for co-location of Co-locator's equipment and/or access to the License Area; or

   b. Insufficient ground space to accommodate Co-locator's equipment; or

   c. Insufficient space on the monopole or tower structure to accommodate Co-locator's antennas; or

   d. The added weight of Co-locator's antennas exceeding the load capacity of the monopole or tower structure.

2. Upon receipt of LICENSEE's preliminary approval of Co-locator's proposed plans and specifications, and with prior notice to LICENSEE (as provided

hereinbelow sub-section 22.B.5. of this section), Co-locator shall be required to conduct a pre-operation transmit test, which shall measure:

a. The signal transmittal levels at the output after the final filter stage on Co-locator's transmit line with all transmitters keyed up at maximum power.

b. Antenna isolation between the output of the final filter stage on Co-locator's transmit line and input line to LICENSEE's multi-coupler in LICENSEE's frequency band of operation.

c. The combination of (i) worst case level measured out of Co-locator's transmit line added to (ii) worst case antenna isolation. Such measurement value shall be no greater than - 122dBm.

DISTRICT and LICENSEE understand and agree that it shall be Co-locator's responsibility to ensure that proper filtering and isolation are in place for the pre-operation transmit test and operation of Co-locator's antenna system. If, during the pre-operation transmit test, LICENSEE reasonably determines that it is experiencing interference, LICENSEE shall notify Co-locator to immediately cease the pre-operation transmit test.

3. At the conclusion of the pre-operation transmit test, LICENSEE shall have fifteen (15) business days to submit its written approval, disapproval, or conditional approval of Co-locator's intended equipment installation to Director for approval pursuant to an issued CPP, which approval shall not be unreasonably withheld or, conditioned.

4. If Co-locator's plans and specifications are disapproved by LICENSEE in accordance with the foregoing, then Co-locator shall be requested to revise its plans and specifications to mitigate the objections set forth in LICENSEE's written disapproval. Thereafter, LICENSEE shall review and respond to Co-locator's revised plans and specifications as set forth in subsections 22.B.1 and 22.B.2. If such revised plans fail to satisfactorily mitigate LICENSEE's initial objection(s) LICENSEE shall not be obligated to review any additional plans, and the Co-locator's request to co-locate shall be denied.

5. Co-locator shall not be permitted to construct, install, test or operate any of Co-locator's proposed equipment until:

a. DISTRICT and Co-locator have entered into a Co-location Agreement for the proposed co-location of Co-locator's facilities and/or equipment within the License Area in accordance with an issued CPP;

b. Co-locator has received LICENSEE's written approval of Co-locator's plans and specifications for such equipment approved through the County Property Permit process;

c. Co-locator has received all applicable governmental permits and clearances for such construction, installation, testing or operations; including, but not limited, to the permits, clearances and obligations set forth in Section 12 (Construction and/or Alteration by LICENSEE) and Section 13 (LICENSEE's Assurance of Construction Completion) of this License; and

d. Co-locator has provided LICENSEE with a minimum of thirty (30) days' prior written notice of the date and time Co-locator will commence construction, installation, testing or operation of any of Co-locator's equipment approved to be constructed or installed on LICENSEE's Facilities in accordance with said LICENSEE-approved plans and specifications. Once installed in the License Area, Co-locator's equipment shall be deemed included among those facilities that are LICENSEE's Facilities.

C. Additional Rent. The following shall apply each time a Co-location Agreement is entered into within the License Area:

Commencing with the first day of the first full calendar month following commencement of construction by a new Co-locator, which must occur within twelve (12) months of the date DISTRICT provides written consent to a new Co-location Agreement, in addition to the rent set forth in Section 7 (Rent/Administrative Fee) of this License, LICENSEE agrees to pay to DISTRICT as additional monthly rent ("**Additional Rent**") for the License Area fifty percent (50%) of the rental, license fee or similar payment due to LICENSEE from the new Co-locator within thirty (30) days after receipt of said payments by LICENSEE. The Additional Rent shall not include any reimbursement by the new Co-locator to LICENSEE of taxes, construction costs, installation costs, or other expenses incurred by LICENSEE, nor shall the Additional Rent include any rent credit granted to the new Co-locator for taxes, construction costs, installation costs, or other expenses incurred by the new Co-locator. Under no circumstance shall the rent charged to a new Co-locator be less than seventy-five percent (75%) of the rent LICENSEE is obligated to pay DISTRICT under Section 7 of this License. At the time the LICENSEE and Co-locator enter into a Co-location Agreement, LICENSEE shall provide the Director with written notice of the rent payments due to LICENSEE from the Co-locator, which notice shall be certified as to accuracy by LICENSEE. LICENSEE shall have no obligation for payment to DISTRICT of such share of rental, license or similar payments if not actually received by LICENSEE. Non-payment of such rental, license or other similar payment by a Co-locator shall not be an event of default under this License. Except as otherwise required in Section 22 of this License, LICENSEE shall have sole discretion as to whether, and on what terms to sublease, license or otherwise allow occupancy of the License Area and there shall be no express or implied obligation for LICENSEE to do so. DISTRICT acknowledges that DISTRICT shall have no recourse against LICENSEE as a result of the failure of payment or other obligation by a Co-locator. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue

derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the License Area prior to execution of this License shall be expressly excluded from the Additional Rent and DISTRICT shall have no right to receive any portion of such revenue, including Sprint. If any new Co-location Agreement expires or terminates for any reason, LICENSEE shall promptly notify the Director in writing, and LICENSEE shall upon the removal of the Co-locator's equipment, facilities, or improvements from the License Area no longer be obligated to pay the Additional Rent assessed in relation to specific terminated or expired Co-location Agreement. In the event a new Co-locator fails to commence construction within twelve (12) months of the date DISTRICT provides written consent to the new Co-location, LICENSEE shall submit a new request to DISTRICT for consent to the Co-location pursuant to this Section 22, except that LICENSEE shall not be obligated to pay the Co-location Agreement Processing Fee if the request relates to the previously approved Co-locator.

D. Equipment Alterations. In addition to the provisions and approval requirements set forth in Section 12 (Construction and/or Alteration by LICENSEE) of this License, any change to a Co-locator's approved antenna type, location thereof and/or change in transmitter types and power output subsequent to the initial installation of Co-locator's equipment and facilities shall be subject to the Director's approval in accordance with the provisions set forth in this Section 22.

E. License Amendment. In the event LICENSEE enters into a Co-location Agreement with a Co-locator which, at any time during the term of such Co-location Agreement:

1. Results in an increase in the size of the License Area; LICENSEE and DISTRICT agree to amend this License to include a revised legal description of the License Area and a revised depiction of the License Area; and/or

2. Results in changes to or addition of equipment or facilities located within the License Area at any time during the term of the Co-location Agreement, LICENSEE and DISTRICT agree to amend this License to include an Exhibit C1, C2, or C3, as the case may be, which Exhibit shall itemize all additional equipment and/or facilities placed within the License Area and belonging to any given Co-locator; and shall include the plans and specifications for such added equipment and/or facilities; and/or

3. Results in an increase in rent due DISTRICT, LICENSEE and DISTRICT agree to amend this License to include an **Exhibit D**, which Exhibit shall reflect the additional rent to be paid to DISTRICT as the result of a co-location arrangement.

F. Minimization of Interference. LICENSEE agrees to use reasonable best efforts to minimize any interference or disruption of Co-locator's communication operations so long as Co-locator operates its communications equipment in accordance with plans approved by LICENSEE and in compliance with applicable laws. LICENSEE shall ensure each Co-locator's operations will not unreasonably or materially interfere with DISTRICT utilization of DISTRICT Property.

23. COMMUNICATIONS FACILITY OPERATIONS (PMCLF9.3.1 S)

A. Interference. LICENSEE shall comply with all applicable non-interference rules of the FCC. LICENSEE shall operate LICENSEE's Facilities in a manner that will not cause radio frequency interference [as defined at 47 C.F.R. § 15.3(m)] with public safety communications, including, but not limited to communication operations conducted by the DISTRICT, law enforcement entities, fire departments, public safety entities, governmental entities and all entities that are members of the County wide Coordinated Communications System (collectively, the "**CCCS**"), as well as all other pre-existing occupants of DISTRICT Property. In the event LICENSEE causes such interference to occur, all costs to remedy the interference shall be borne by LICENSEE including the costs of the DISTRICT reasonably incurred.

LICENSEE shall commence resolving interference complaints promptly upon written notice from the Director, which solution shall include intermodulation studies. Failure of LICENSEE to completely resolve such reported interference problems in a timely manner may result in DISTRICT (1) resolving such interference at LICENSEE's expense, including any administrative costs; or (2) if such interference is not completely resolved within fifteen (15) days of receiving written notice from the Director, declare LICENSEE in default of this License. Upon written demand by and at the sole discretion of the Director, LICENSEE agrees to power down its communication facility or applicable equipment causing the interference if LICENSEE is unable to immediately resolve an interference complaint.

Apart from the interference requirements above, LICENSEE shall within fifteen (15) days of written request by the Director, provide an intermodulation report demonstrating that the Facility does not cause radio frequency interference to the CCCS or to any pre-existing occupants of DISTRICT's Property

B. Radio Frequency Safety. LICENSEE shall comply with FCC regulations and guidelines for human exposure to radiofrequency ("**RF**") electromagnetic fields ("**Exposure Guidelines**"), as defined in FCC OET 56 and OET 65 and shall within fifteen (15) days of request by Director, provide Director with written documentation in the form of an RF emissions compliance report.

Should LICENSEE be found to be non-compliant with Exposure Guidelines, LICENSEE shall immediately correct such non-compliant matter. Failure of LICENSEE to resolve reported Exposure Guidelines conformance issues in an immediate and timely manner following notice of said violation may result in DISTRICT at its discretion (1) seeking any rights available at law or in equity; (2) filing a complaint with the FCC and/or state and federal OSHA; and/or (3) declaring LICENSEE in default of this License.

C. Antenna Structure, Lighting and Marking. LICENSEE shall comply with any applicable Federal Aviation Administration ("**FAA**") antenna tower lighting and marking requirements, including FAA and FCC required obstruction lighting monitoring, maintenance, and FAA notification regulations.

LICENSEE shall resolve violations of FAA/FCC antenna tower obstruction lighting and marking requirements. Failure of LICENSEE to completely resolve FAA/FCC antenna tower obstruction lighting and marking violations within the time periods permitted by the FAA or FCC as applicable may result in DISTRICT: (1) remedying violations at LICENSEE's expense and recovering all associated costs reasonably incurred by DISTRICT; (2) filing a complaint with the FAA and/or FCC; and/or (3) declaring LICENSEE in default of this License.

D. LICENSEE Responsible for Fines. LICENSEE shall be responsible for any FCC or FAA fines levied due to LICENSEE's non-compliance with FCC or FAA regulations, and shall indemnify and defend DISTRICT and/or its Operator, if applicable, in any such actions, at LICENSEE's expense.

E. No Personal Siting Application. LICENSEE acknowledges that this License has been negotiated at arm's length. Use of the License Area is granted by DISTRICT in its proprietary capacity as fee owner of the License Area. This License is not subject to a personal wireless service siting application or other discretionary permit by the DISTRICT, but only constitutes a limited interest in the DISTRICT's property. As such, DISTRICT and LICENSEE acknowledge that the "FCC Shot Clock Rule" [In the Matter of Petition for Declaratory Ruling to Clarify Provisions of Section 332(c)(7)(B) to Ensure Timely Siting Review and to Preempt under Section 253 State and Local Ordinances that Classify All Wireless Siting Proposals as Requiring a Variance, Declaratory Ruling, WT Docket No. 08-165, 24 FCC Rcd 13994 (2009), recon. denied, 25 FCC Rcd 11157 (2010); In re Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies, Report and Order, FCC 14-153, WT Docket No. 13-238, 29 FCC Rcd. 12,842, 80 Fed. Reg. 1238 (Jan. 8, 2015)], and other regulations of the FCC governing the application, siting, and modification of personal wireless service facilities or existing towers and base stations ("**FCC Regulations**") within the License Area do not apply to this License or any DISTRICT approvals needed hereunder in DISTRICT's proprietary capacity as the owner of the Property. All timelines for such approvals required herein by DISTRICT in its proprietary capacity as the owner of the Property are strictly governed by the terms of this License. In no event does LICENSEE waive compliance with FCC Regulations related to approvals by DISTRICT in its regulatory capacity. LICENSEE further acknowledges that (1) any approval or disapproval DISTRICT may issue in its proprietary capacity in connection with this License will not be deemed to be an approval or disapproval DISTRICT may be required to issue in its regulatory capacity; and (2) any approval or disapproval DISTRICT may issue in its proprietary capacity will not give preference to LICENSEE or LICENSEE's applications over other persons or applications in any regulatory proceeding solely based on this proprietary relationship.

24. HAZARDOUS MATERIALS (PMCLF9.2 S)

A. Definition of Hazardous Materials. For purposes of this License, the term "**Hazardous Material**" or "**Hazardous Materials**" shall mean any hazardous or toxic substance, material, product, byproduct, or waste, which is or shall become regulated by any governmental entity, including, without limitation, County acting in its governmental capacity, the state of California or the United States government.

B. Use of Hazardous Materials. LICENSEE or any LICENSEE Party shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of in, on, over, under, from or about the License Area (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, LICENSEE may keep on or about the License Area small quantities of Hazardous Materials that are used in the ordinary, customary, and lawful cleaning of and business operations on the License Area. Said permitted Hazardous Materials shall be stored in a suitable, safe location and shall be disposed of in a manner provided by law.

C. LICENSEE Obligations. If the presence of any Hazardous Materials on, over, under or about the License Area caused or permitted by LICENSEE or any LICENSEE Party results in (i) injury to any person, (ii) damage to or contamination of the License Area (or a portion thereof), or (iii) or contamination of any real or personal property wherever situated, LICENSEE shall immediately notify the Director of said damages, and/or contamination and/or injuries, and LICENSEE, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the License Area, including any real or personal property wherever situated, to the condition existing prior to the introduction of such Hazardous Materials and to remedy or repair any such injury, damage, or contamination. Without limiting any other rights or remedies of DISTRICT under this License, LICENSEE shall pay the cost of any cleanup, repair, or remedial work performed in, on, over, under or about the License Area or any real or personal property wherever located, as required by this License or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by LICENSEE or LICENSEE Parties. Notwithstanding the foregoing, LICENSEE shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials in, on, over, under or about the License Area caused or permitted by LICENSEE or LICENSEE Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of the DISTRICT, which consent shall not be unreasonably withheld. All work performed or caused to be performed by LICENSEE as provided for above shall be done in professional and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by the Director.

D. Indemnification for Hazardous Materials. To the fullest extent permitted by law, LICENSEE hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to DISTRICT) DISTRICT and County, their elected officials, officers, employees, agents and independent contractors, and the License Area, from and against any and all liabilities, losses, damages (including, but not limited to, damages for the loss or restriction on use of rentable or usable space or any amenity of the License Area or damages arising from any adverse impact on marketing of the License Area), diminution in the value of the License Area or any real or personal property wherever located, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorney fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence,

use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under, over or about the License Area by LICENSEE or any LICENSEE Party. The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the License Area and the preparation of any closure or other required plans.

25. HOLD HARMLESS (PMCLG10.2 S)

LICENSEE acknowledges the License Area is in, on, and over DISTRICT'S Channel and may be subject to all hazards associated with flood conditions. LICENSEE agrees to assume all risks, financial or otherwise, associated therewith. For purposes of this section, LICENSEE acknowledges and agrees that DISTRICT shall not be deemed negligent in the maintenance and/or operation of the Channel if DISTRICT operates and maintains the Channel in substantial conformance with standard DISTRICT practices used for similar DISTRICT facilities. Payment shall not be a condition precedent to recovery under the indemnity provided in this section.

LICENSEE hereby releases and waives all claims and recourse against DISTRICT, and the County including the right of contribution for loss of or damage to property, or injury to or death of any person arising from, growing out of or in any way connected with or related to this License, including any damage to or interruption of use of any of LICENSEE's Facilities placed in, on, or about the License Area, caused by inundation, erosion, flood, or flood overflow conditions of the Channel, or caused by the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the Channel, or caused by DISTRICT's flood control operations, except claims arising from the direct negligence of DISTRICT and/or County, their officers, agents, employees and contractors.

LICENSEE hereby agrees to indemnify, defend (with counsel approved in writing by DISTRICT, which approval may not be unreasonably withheld, conditioned or delayed), and hold harmless, DISTRICT and County, their elected and appointed officials, officers, agents, employees against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the maintenance, use of or operations or activities conducted in, on, or over the License Area, and/or the exercise of the rights under this License by LICENSEE or any LICENSEE Party, except for liability arising out of the concurrent active or sole negligence of DISTRICT and/or County, their elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If DISTRICT and/or County is/are named as co-defendant in a lawsuit, LICENSEE shall notify the Director of such fact and shall represent DISTRICT and/or County in such legal action unless DISTRICT/County undertakes to represent itself as co-defendant(s) in such legal action (with counsel approved in writing by DISTRICT and/or County, which approval may not be unreasonably withheld, conditioned or delayed), in which event, LICENSEE shall pay to DISTRICT its litigation costs, expenses, and attorney fees. If judgment is entered against DISTRICT, County and LICENSEE by a court of competent jurisdiction because of the concurrent active negligence of DISTRICT, C and LICENSEE, DISTRICT and LICENSEE agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

26. BEST MANAGEMENT PRACTICES (PMCLF9.2 S)

LICENSEE and all LICENSEE Parties shall conduct operations under this License so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (**NPDES**) permits ("**Stormwater Permits**") to the County of Orange, and to the DISTRICT and cities within Orange County, as co-permittees (hereinafter collectively referred to as "**County Parties**") which regulate the discharge of urban runoff from areas within the County of Orange, including the License Area. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan ("**DAMP"**) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices ("**BMPs**") that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "**BMP Fact Sheets**") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

LICENSEE and all LICENSEE Parties shall, throughout the term of this License, comply with all applicable BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this License commences or as the Stormwater Permits may be modified. LICENSEE agrees to maintain current copies of all applicable BMP Fact Sheets in a location readily accessible to any or all LICENSEE Parties throughout the term of this License. The BMPs applicable to uses authorized under this License must be performed as described within all applicable BMP Fact Sheets.

LICENSEE may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the Director for review and approval prior to implementation.

The Director may access the License Area and/or review LICENSEE's maintenance records at Crown Castle's Irvine Office with a minimum three (3) business days' notice and if accompanied by an authorized representative of LICENSEE to assure that activities conducted within the License Area comply with the requirements of this section. In the event of emergency to prevent imminent danger to persons or property, in DISTRICT's reasonable determination, where DISTRICT cannot reasonably comply with the foregoing access notification procedures ("**Emergency**"), then the Director will have the right to enter the License Area without notice as reasonably necessary. In the event of an Emergency, the

Director will endeavor to contact LICENSEE at 800-788-7011 prior to accessing the License Area and if LICENSEE cannot be contacted for an Emergency or if LICENSEE following such contact by DISTRICT is unable or refuses to provide access for the necessary Emergency within a reasonable time, DISTRICT may access the License Area. In the event DISTRICT enters the License Area in such an Emergency unaccompanied by LICENSEE's Representative, DISTRICT will provide subsequent notice to LICENSEE within forty-eight (48) hours following actual notice of the Emergency access, or as soon thereafter as is reasonably practicable, notifying LICENSEE of (i) the date and time of Emergency access and (ii) the nature of the event requiring Emergency access. LICENSEE may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this Section.

27. TERMINATION OF PRIOR AGREEMENTS (PMCLA4.2 S)

Notwithstanding, any existing CPP, it is mutually agreed that this License shall supersede any prior licenses or agreements between the Parties hereto covering all or any portion of the License Area.

28. NOTICES (PMCLF10.1 S)

All notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified, return receipt requested, with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed to have been served or delivered twenty four (24) hours after mailing thereof as above provided. Notwithstanding the above, either Party may also provide notices to the other by personal delivery or courier service such as FedEx, and any such notice so given shall be deemed to have been given upon receipt.

To DISTRICT:	To LICENSEE:
Orange County Flood Control District c/o CEO/Real Estate Services RE: Collins License P.O. Box 4048 Santa Ana, CA 92702-4048	STC One LLC c/o Crown Castle USA Inc. Attn: Legal – Real Estate Department 2000 Corporate Drive Canonsburg, PA 15317 Phone (724) 416-2000

29. TAXES AND ASSESSMENTS (PMCLG11.2 S)

This License may create a possessory interest that is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the License Area or upon fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of LICENSEE, and LICENSEE shall cause said taxes and assessments to be paid promptly.

30. EVENTS OF DEFAULT AND REMEDIES (PMCLG16.2 S)

A. Events of Default. The occurrence of any one or more of the following events shall constitute a default hereunder by LICENSEE:

1. The abandonment or vacation of the License Area by LICENSEE, provided, however, DISTRICT acknowledges that LICENSEE's use of the License Area will involve the operation of automatic communications equipment which does not require the presence of persons on the License Area for such equipment's operation, that there will be extended periods of time during the term of the License when no persons will be present on the License Area, and that the absence of persons from the License Area shall not constitute vacation or abandonment of the License Area under the License.

2. The failure by LICENSEE to make any payment of rent or any other sum payable hereunder by LICENSEE, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof from the Director to LICENSEE.

3. The failure or inability by LICENSEE to observe or perform any of the provisions of this License to be observed or performed by LICENSEE, other than specified in A.1. or A.2 above, where such failure shall continue for a period of thirty (30) days after written notice thereof from the Director to LICENSEE; provided that if the nature of such failure is such that it can be cured by LICENSEE but that more than thirty (30) days are reasonably required for its cure (for any reason other than financial inability), then LICENSEE shall not be deemed to be in default if LICENSEE shall commence such cure within said thirty (30) days, and thereafter diligently prosecutes such cure to completion.

4. In case of or in anticipation of bankruptcy, insolvency or financial difficulties:
   a. A case is commenced by or against LICENSEE under Chapters 7, 11 or 13 of the Bankruptcy Code, Title 11 of the United States Code as now in force or hereafter amended and if so commenced against LICENSEE, the same is not dismissed within sixty (60) days.

   b. The appointment of a trustee or receiver to take possession of substantially all of LICENSEE's assets located at the License Area or of LICENSEE's interest in this License, where such seizure is not discharged within thirty (30) days; or

   c. LICENSEE's convening of a meeting of its creditors or any class thereof for the purpose of affecting a moratorium upon or composition of its debts. In the event of any such default, neither this License nor any interests of LICENSEE in and to the License Area shall become an asset in any of such proceedings and, in any such event and in addition to any and all rights or remedies of the DISTRICT hereunder or by law; provided, it shall be lawful for the DISTRICT to declare the term hereof ended and to re-enter the License Area and take possession thereof and remove all persons there from, and LICENSEE and its creditors (other than DISTRICT) shall have no further claim thereon or hereunder.

B. Remedies. In the event of any default by LICENSEE (after its receipt of written notice and the expiration of applicable grace and cure periods, if any), then, in addition to any other remedies available to DISTRICT at law or in equity, the following remedies may be exercised:

1. The Director may terminate this License and all rights of LICENSEE hereunder by giving written notice of such termination to LICENSEE. In the event that the Director shall so elect to terminate this License, then DISTRICT may recover from LICENSEE:

a. The worth at the time of termination of the unpaid rent and other charges, which had been earned as of the date of the termination hereof;

b. The worth at the time of termination of the amount by which the unpaid rent and other charges which would have been earned after the date of the termination hereof until the time of award exceeds the amount of such rental loss that LICENSEE proves could have been reasonably avoided;

c. The worth at the time of termination of the amount by which the unpaid rent and other charges for the balance of the term hereof after the time of award exceeds the amount of such rental loss that LICENSEE proves could be reasonably avoided;

d. Any other amount necessary to compensate DISTRICT for all the detriment proximately caused by LICENSEE's failure to perform its obligations under this License or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the License Area, expense of re-letting, including necessary repair, renovation and alteration of the License Area, reasonable attorney fees, expert witness costs, and any other reasonable costs; and

e. Any other amount that DISTRICT may by law hereafter be permitted to recover from LICENSEE to compensate DISTRICT for the detriment caused by LICENSEE's default.

The term "rent" as used herein shall be deemed to be and to mean the monthly rent and all other sums required to be paid by LICENSEE pursuant to the terms of this License. All such sums, other than the monthly rent, shall be computed on the basis of the average monthly amount thereof accruing during the 24-month period immediately prior to default, except that if it becomes necessary to compute such rental before such 24-month period has occurred, then such sums shall be computed on the basis of the average monthly amount during such shorter period. As used in this subparagraph B above, the "worth at the time of termination" shall be computed by allowing interest at the maximum rate permitted by law. As used in this subparagraph B above,

the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%), but not in excess of ten percent (10%) per annum.

2. Continue this License in effect without terminating LICENSEE's right to possession even though LICENSEE has breached this License and abandoned the License Area and to enforce all of DISTRICT's rights and remedies under this License, at law or in equity, including the right to recover the rent as it becomes due under this License; provided, however, that the Director may at any time thereafter elect to terminate this License for such previous breach by notifying LICENSEE in writing that LICENSEE's right to possession of the License Area has been terminated.

Nothing in this Section shall be deemed to affect LICENSEE's indemnity of DISTRICT liability or liabilities based upon occurrences prior to the termination of this License for personal injuries or property damage under the indemnification clause or clauses contained in this License.

No delay or omission of either party to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by the other party hereunder. The acceptance of DISTRICT of rent or any other sums hereunder shall not be (a) a waiver of any preceding breach or default by LICENSEE of any provision thereof, other than the failure of LICENSEE to pay the particular rent or sum accepted, regardless of DISTRICT's knowledge of such preceding breach or default at the time of acceptance of such rent or sum, or (b) a waiver of DISTRICT's right to exercise any remedy available to DISTRICT by virtue of such breach or default. No act or thing done by either party or their agents during the term of this License shall be deemed an acceptance of a surrender of the License Area, and no agreement to accept a surrender shall be valid unless in writing and signed by both parties.

Unless otherwise provided in this License, any installment or rent due under this License or any other sums not paid to DISTRICT when due (other than interest) shall bear interest at the maximum rate allowed by law from the date such payment is due until paid, provided, however, that the payment of such interest shall not excuse or cure the default.

All covenants and agreements to be performed by LICENSEE under any of the terms of this License shall be performed by LICENSEE at LICENSEE's sole cost and expenses and without any abatement of rent. If LICENSEE shall fail to pay any sum of money, other than rent required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, or to provide any insurance or evidence of insurance to be provided by LICENSEE, then in addition to any other remedies provided herein, DISTRICT may, but shall not be obligated to do so, and without waiving or releasing LICENSEE from any obligations of LICENSEE, make any such payment or perform any such act on LICENSEE's part to be made or performed as provided in this License or to provide such insurance. Any payment or performance of any act or the provision of any such insurance by DISTRICT on LICENSEE's behalf shall not give rise to any responsibility of DISTRICT to continue making the same or similar payments or performing the same or similar acts. All costs, expenses, and other sums incurred or paid by DISTRICT in connection therewith, together with interest at the maximum

rate permitted by law from the date incurred or paid by DISTRICT shall be deemed to be additional rent hereunder and shall be paid by LICENSEE with and at the same time as the next monthly installment of rent hereunder, and any default therein shall constitute a breach of the covenants and conditions of this License.

31. RESERVATIONS TO DISTRICT (PMCLG18.2 S)

The License Area is accepted as is and where is by LICENSEE subject to any and all existing easements and Encumbrances. DISTRICT reserves for itself, the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, and along the License Area or any part thereof, and to enter the License Area for any and all such purposes. DISTRICT also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the DISTRICT's Property, with the exception of the License Area. No right reserved by DISTRICT in this section shall be so exercised as to materially interfere with LICENSEE's operations hereunder or to impair the security of any secured creditor of LICENSEE.

DISTRICT agrees that rights granted to third parties by reason of this clause shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. In the event DISTRICT elects to exercise its rights under this Section, DISTRICT shall provide LICENSEE at least thirty (30) days prior written notice describing any project within the License Area. DISTRICT further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the License Area by LICENSEE, the rental shall be reduced in proportion to the interference with LICENSEE's use of the License Area. In the event DISTRICT or its invitees require access to the License Area pursuant to DISTRICT's rights under this Section, DISTRICT shall provide seventy-two (72) hours' prior written notice to LICENSEE and shall be accompanied by an authorized representative of LICENSEE. DISTRICT further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the License Area by LICENSEE, the rental shall be reduced in proportion to the interference with LICENSEE's use of the License Area.

32. NO RELOCATION ASSISTANCE (PMCLG32.1 S)

Neither this License nor any Co-location Agreement creates nor shall create any right in LICENSEE or a Co-locator to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (California Government Code §§ 7260 *et seq.*), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq*.) or similar Laws upon or after the expiration or sooner termination of this License.

33. HOLDING OVER (PMCLG19.2 S)

In the event LICENSEE shall continue in possession of the License Area after the term of this License, such possession shall not be considered a renewal of this License but a tenancy from month to month and shall be governed by the conditions and covenants contained in this License.

34. CONDITION OF LICENSE AREA UPON TERMINATION (PMCLG20.2 S)

Except as otherwise agreed to herein, upon the of termination of this License, LICENSEE shall re deliver possession of said License Area to DISTRICT in substantially the same condition that existed immediately prior to LICENSEE's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war, excepted. References to the "Termination of this License" in this License shall include termination by reason of the expiration of the License term.

35. DISPOSITION OF PERSONAL PROPERTY (PMCLG21.2 S)

If LICENSEE abandons or quits the License Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the License Area sixty (60) days after such event shall, at the Director's option, be deemed to have been transferred to DISTRICT. The Director shall, after providing LICENSEE with written notice, have the right to remove and to dispose of such property without liability therefor to LICENSEE or to any person claiming under LICENSEE, and shall have no need to account therefor.

36. QUITCLAIM OF LICENSEE'S INTEREST UPON TERMINATION (PMCLG22.2 S)

Upon termination of this License for any reason, including but not limited to termination because of default by LICENSEE, LICENSEE shall execute, acknowledge, and deliver to the Director, within thirty (30) days after receipt of written demand therefor, a good and sufficient deed or such other termination agreement whereby all right, title, and interest of LICENSEE in the License Area, including DISTRICT's personal property, is quitclaimed to DISTRICT. Should LICENSEE fail or refuse to deliver the required deed or termination agreement to the Director, the Director may prepare and record a notice reciting the failure of LICENSEE to execute, acknowledge, and deliver such instrument and said notice shall be conclusive evidence of the termination of this License and of all rights of LICENSEE or those claiming under LICENSEE in and to the License Area.

37. DISTRICT'S RIGHT TO RE-ENTER (PMCLG23.2 S)

LICENSEE agrees to yield and peaceably deliver possession of the License Area to DISTRICT on the date of termination of this License, whatsoever the reason for such termination.

Upon giving written notice of termination to LICENSEE, DISTRICT shall have the right to re-enter and take possession of the License Area on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of this License and re-entry of the License Area by DISTRICT shall in no way alter or diminish any obligation of LICENSEE under the License terms and shall not constitute an acceptance or surrender.

LICENSEE waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the License Area for any lawful reason or in the event DISTRICT re-enters and takes possession of the License Area in a lawful manner.

38. RECORDING PROHIBITED (PMCLG31.1 S)

This License may not be recorded.

39. PUBLIC RECORDS (PMCLG25.2 S)

Any and all written information submitted to and/or obtained by DISTRICT from LICENSEE or any other person or entity having to do with or related to this License and/or the License Area, either pursuant to this License or otherwise, at the option of DISTRICT, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250, et seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and LICENSEE hereby agrees to indemnify and hold DISTRICT and County harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs. Nothing in this Section shall inhibit or modify LICENSEE's legal rights under the California Public Records Act to asset certain public records exemptions.

40. AUTHORITY OF LICENSEE (PMCLG24.3 S)

If LICENSEE is a corporation, each individual executing this License on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of said corporation, in accordance with the by-laws of said corporation, and that this License is binding upon said corporation.

41. TIME (PMCLG1.3 S)

Time is of the essence of this License.

42. LICENSE ORGANIZATION (PMCLG5.3 S)

The various headings and numbers herein, the grouping of provisions of this License into separate, sections, clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

43. AMENDMENTS (PMCLG6.3 S)

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

44. SUCCESSORS IN INTEREST (PMCLG12.3 S)

Unless otherwise provided in this License, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assignees of the Parties hereto.

45. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (PMCLG13.3 S)

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Section shall excuse LICENSEE from the prompt payment of

any rental or other charge required of LICENSEE except as may be expressly provided elsewhere in this License.

46. PARTIAL INVALIDITY (PMCLG14.3 S)

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

47. WAIVER OF RIGHTS (PMCLG15.2 S)

The failure of DISTRICT or LICENSEE to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that DISTRICT or LICENSEE may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License.

48. RELATIONSHIP OF PARTIES (PMCLG26.2 S)

The relationship of the Parties hereto is that of licensor and licensee, and it is expressly understood and agreed that DISTRICT does not in any way or for any purpose become a partner of LICENSEE in the conduct of LICENSEE's business or otherwise, or a joint venture with LICENSEE, and the provisions of this License and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

49 GOVERNING LAW AND VENUE (PMCLG28.3 S)

This License has been negotiated and executed in the state of California by DISTRICT 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 agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

50. RIGHT TO WORK AND MINIMUM WAGE LAWS (PMCLG 29.1 S)

In accordance with the United States Immigration Reform and Control Act of 1986, LICENSEE shall require its employees that directly or indirectly service the License Area, pursuant to the terms and conditions of this License, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. LICENSEE shall also require and verify that its contractors or any other persons servicing the License Area, pursuant to the terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, LICENSEE shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the License Area, in any manner whatsoever. LICENSEE shall require and verify that

all its contractors or other persons servicing the License Area on behalf of the LICENSEE also pay their employees no less than the greater of the Federal or California Minimum Wage.

LICENSEE shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the License Area or terms and conditions of this License.

51. ATTORNEY FEES (PMCLGE28.2 S)

In the event of a dispute between DISTRICT and LICENSEE concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees.

52. NONDISCRIMINATION (PMCLG8.3 S)

LICENSEE agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, disability, or national origin in employment practices and in the activities conducted pursuant to this License.

53. SURVIVAL OF TERMS (PMCLG30.1 S)

The terms, covenants, and conditions in this License that, by their sense or context should survive the expiration or termination of this License, including without limitation those set forth in Section 19 (Damage to or Destruction of Improvements); Section 24 (Hazardous Materials); Section 25 (Hold Harmless), Section 35 (Disposition of Personal Property) and Section 36 (Quitclaim of LICENSEE's Interest upon Termination) of this License, shall survive the expiration or sooner termination of this License.

[*Execution Pages Follow*]

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

Approved as to Form
Office of the County Counsel
Orange County, California

By: Lauren Kramer 12-9-19
Deputy Date

Signed and certified that a copy of this agreement has been delivered to the Chairman of the Board per G.C. Sec. 25103, Reso 79-1535

ATTEST:

Robin Stieler, Clerk of the Board
Orange County Flood Control District
County of Orange, California

DISTRICT

ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

By: _____
Chairwoman of the Board of Supervisors
County of Orange, California

LICENSEE's signature page follows.

LICENSEE
SPRINT PCS ASSETS, L.L.C. (f/k/a Cox PCS Assets, LLC)

By: STC ONE LLC,
a Delaware limited liability company,
registered in California as TOWER COMPANY ONE LLC,
Its: Manager and Attorney in Fact

By: GLOBAL SIGNAL ACQUISITIONS III LLC,
a Delaware limited liability company
Its: Manager and Attorney in Fact

By: _____
Name: _____
Title: _____

EXHIBIT A

License Area Description

A FOUR HUNDRED FIFTY-TWO SQUARE FOOT PORTION OF THE FOLLOWING PROPERTY:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 8 OF TRAVIS TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 5, PAGE 120 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 8, WITH A LINE PARALLEL WITH AND 125.00 FEET MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF SAID LOT 8; THENCE NORTH 88° 52' 56" WEST 17 4.64 FEET ALONG SAID SOUTH LINE; THENCE NORTH 0° 51' 03" EAST 291.62 FEET PARALLEL WITH THE EAST LINE OF SAID LOT 8; THENCE NORTH 22° 48' 57" EAST 245.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 937.00 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 28° 55' 52" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 50' 26" A DISTANCE OF 95.51 FEET TO THE SOUTHEASTERLY LINE OF LAND DESCRIBED IN THE DEED TO ROBERT F. INGOLD AND OTHER, RECORDED JANUARY 19, 1959 IN BOOK 4553, PAGE 233 OF OFFICIAL RECORDS; THENCE SOUTH 31 ° 04' 36" WEST 5.06 FEET TO THE NORTHERLY CORNER OF LAND DESCRIBED IN THE DEED TO ERNEST F. ECKHOFF AND OTHERS, RECORDED NOVEMBER 14, 1958 IN BOOK 4482, PAGE 288 OF OFFICIAL RECORDS; THENCE SOUTH 0° 51' 03" WEST 559.33 FEET TO THE POINT OF BEGINNING.

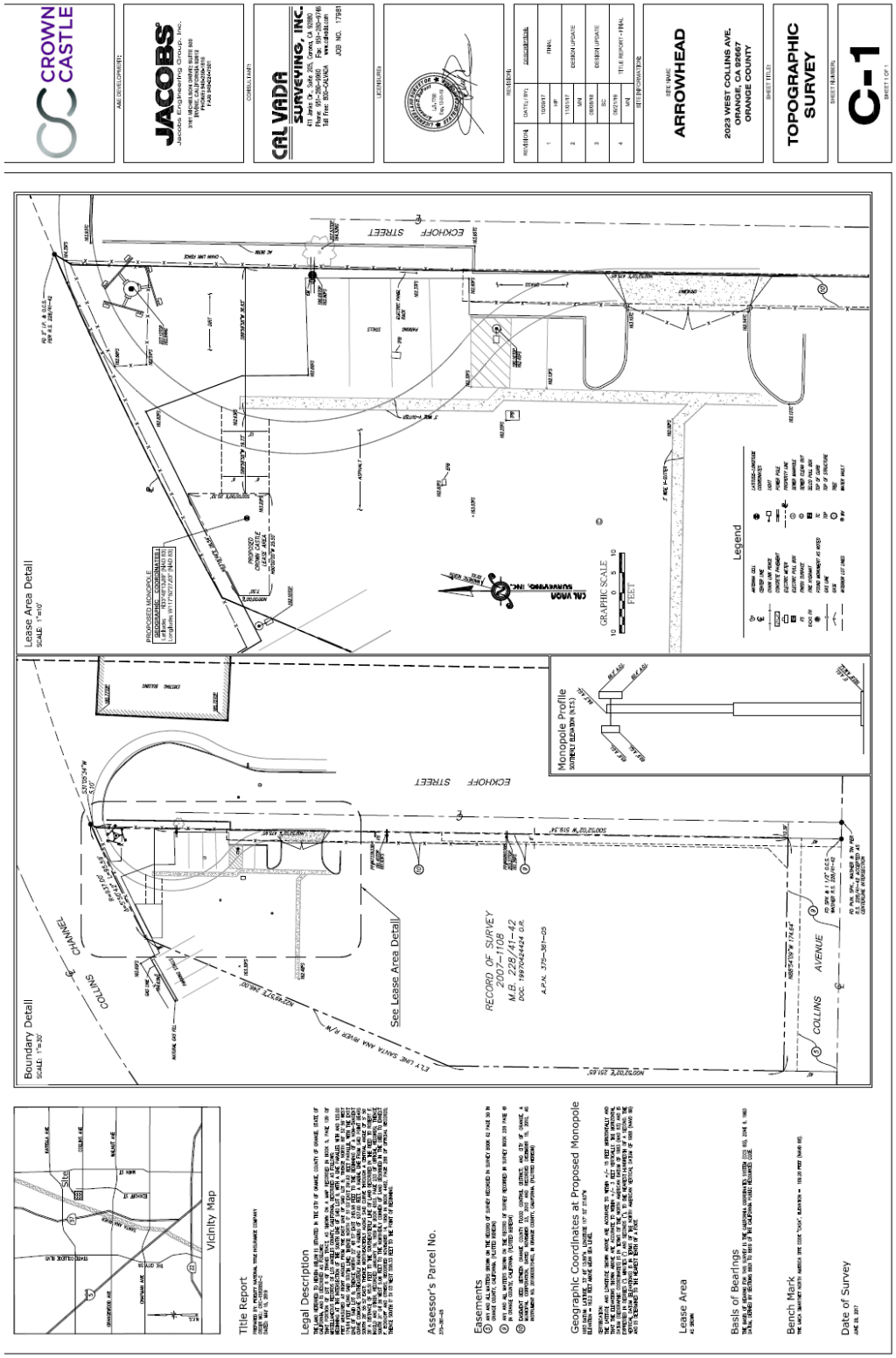
PARCEL ID#: 375-361-05

THIS BEING THE SAME PROPERTY CONVEYED TO ORANGE COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATION AND POLITIC FROM RHONDA L. PETHOUD, TRUSTEE OF THE RHONDA L. PETHOUD REVOCABLE TRUST, UDT, DATED FEBRUARY 11, 2003 IN A DEED DATED NOVEMBER 7, 2006 AND RECORDED DECEMBER 26, 2006 AS INSTRUMENT NO. 2006000863567.

PROPERTY COMMONLY KNOWN AS: 2023 W COLLINS AVENUE, ORANGE, CA 92867
COUNTY OF ORANGE

EXHIBIT B

Depiction of License Area



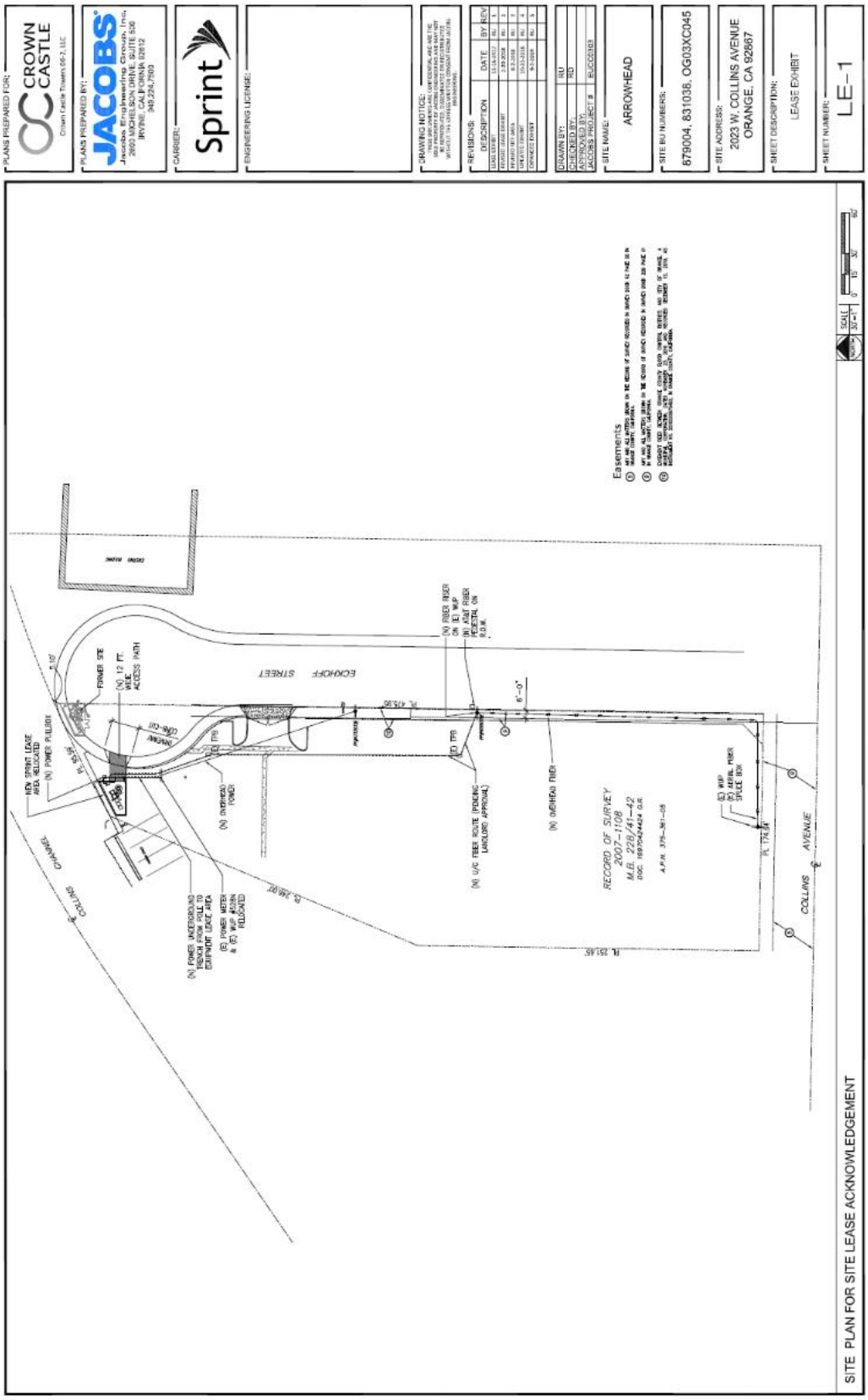

PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2690 MICHELSON DRIVE, SUITE 530
IRVINE, CALIFORNIA 92612
949.224.7700
CARRIER:
Sprint
ENGINEERING LICENSE:
DRAWING NOTICE:
REVISIONS:
DESCRIPTION
DATE
BY
REV
DRAWN BY:
RU
CHECKED BY:
RD
APPROVED BY:
JACOBS PROJECT #
EJC00103
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831038, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
LEASE EXHIBIT
SHEET NUMBER:
LE-1
SITE PLAN FOR SITE LEASE ACKNOWLEDGEMENT
SCALE
Easements
EXISTING POWER SITE
(N) 12 FT. WIDE ACCESS PATH
NEW SPRINT LEASE AREA RELOCATED
(N) POWER PULLBOX
(N) UNDERGROUND POWER FROM PULL TO EXISTING METER AREA
(E) POWER METER & (E) MAIN PANEL RELOCATED
(N) OVERHEAD POWER
(N) U/G FIBER ROUTE (PENDING LANDLORD APPROVAL)
(N) FIBER RISER ON (E) WP
(N) AT&T FIBER PEDESTAL ON R.O.W.
(N) OVERHEAD FIBER
(E) WP (N) AT&T FIBER SPLICE BOX
EXISTING
ECKHOFF STREET
COLLINS AVENUE
RECORD OF SURVEY
2007-1108
M.B. 228/41-42
DOC. 19975424424 O.R.
A.P.N. 375-361-08
N 41°56'56" E
S 48°03'04" E
N 48°03'04" W
S 41°56'56" W
6'-0"

EXHIBIT C

LICENSEE's Facilities Plans and Specifications

(See attached Construction Drawings – 22 pages)

CROWN CASTLE

SITE NAME: ARROWHEAD

BU NUMBER: 879004, 831038

SPRINT SITE NUMBER: OG03XC045

SITE ADDRESS: 2023 W. COLLINS AVENUE
ORANGE, CA. 92867

TOWER TYPE: MONOPOLE SITE RELOCATION
(PERMANENT)

PROJECT TEAM

APPLICANT:
CROWN CASTLE TOWERS 06-2 LLC
38 TECHNOLOGY DRIVE, SUITE 250
IRVINE, CA. 92618
CONTACT: JOEL TALIBMAN, PROJECT MANAGER
PHONE: (858) 2344014
CONTACT: JESSE CASTANEDA, CONSTRUCTION MANAGER
PHONE: (951) 7574078
200 SPECTRUM CENTER DRIVE, SUITE 1700
IRVINE, CA, 92618

SITE ACQUISITION/ PLANNING:
JACOBS ENGINEERING GROUP, INC.
2600 MICHELSON DRIVE, SUITE 500, IRVINE, CA, 92612
CONTACT: RACHAEL DAVIDSON
PHONE: (818) 7284224

ENGINEER:
JACOBS ENGINEERING GROUP, INC.
2600 MICHELSON DRIVE, SUITE 500, IRVINE, CA, 92612
CONTACT: ROBERT KETTERMER
PHONE: (949) 224-7523

SURVEYOR:
CALVADA SURVEYING, INC.
611 JEAMS CIRCLE, SUITE 100, CORONA, CA, 92880
CONTACT: RAMON GONZALEZ
PHONE: (951) 2536900 x 105

WIRELESS CARRIER:
SPRINT
1601 IRVINE CENTER DRIVE, SUITE 100, IRVINE, CA, 92618

SIGNATURE BLOCK

DESIGNING:	SIGNATURE:	DATE:
RE VENDOR:		
A&E VENDOR:		
A&E COORDINATOR:		
UTILITY VENDOR:		
RF1		
RE1		
CE2		
RF1		
TRANSPORT:		

PROJECT DESCRIPTION

CROWN CASTLE IS SUBMITTING AN APPLICATION FOR BUILDING APPROVAL RELATING TO THE FOLLOWING:

- REMOVE CURRENT SITE, REMOVE & RELOCATE EXISTING SPRINT EQUIPMENT LEASE AREA WITH NEW 45 FT. HIGH MONOPOLE TO NEW SITE*
- REINSTATE EXISTING RADIO CAMOUFLAGE * CONTRACTOR TO PROVIDE NEW PIPE PANEL & TELCO FULL SIGNS TO MINIMIZE SERVICE AFFECTING WORK*
- INSTALL CONCRETE BLOCK WALL ENCLOSURE AROUND EQUIPMENT & MONOPOLE*
- CALATRANS IMPROVEMENTS (WORK BY ORANGE COUNTY PUBLIC WORKS)
- GENERAL CONTRACTOR TO PERFORM LEA INSTALL PER APPROVED CCI APP

* DESIGN ASSIGNED EXISTING SITE PER CCI STANDARDS.

VICINITY MAP

DRIVING DIRECTIONS

FROM CROWN CASTLE OFFICE @ 200 SPECTRUM CENTER DRIVE, IRVINE, CA 92618

GET ON I-5 NORTH FROM IRVINE CENTER DRIVE AND ALTON PKWY
5 MIN (1.6 MI)

FOLLOW I-5 NORTH TO W ORANGEWOOD AVENUE IN ORANGE, TAKE EXIT 15 FROM I-5 NORTH
15 MIN (13.1 MI)

TAKE NORTH ECKHOFF STREET TO WEST COLLINS AVENUE
2 MIN (0.7 MI)

2023 WEST COLLINS AVENUE

PROJECT SUMMARY

LESSEE
CROWN CASTLE TOWERS 06-2 LLC
38 TECHNOLOGY DRIVE, SUITE 250
IRVINE, CA, 92618

APPLICANT'S REPRESENTATIVE
JACOBS ENGINEERING GROUP, INC.
2600 MICHELSON DRIVE, SUITE 500, IRVINE, CA, 92612
CONTACT: RACHAEL DAVIDSON
PHONE: (818) 7284224

PROPERTY OWNER
OWNER: ORANGE COUNTY FLOOD CONTROL DISTRICT
ADDRESS: 2023 W. COLLINS AVENUE, ORANGE, CA, 92867
CONTACT: SAM TIEU, PE-OC PUBLIC WORKS DEPARTMENT
PHONE: (714) 955-0388

ASSESSOR'S PARCEL NUMBER
376-061-40

COORDINATES (@ NEW MONOPOLE):
1983 DATUM LATITUDE 33° 48' 15.96" N
LONGITUDE 117° 52' 27.27" W

ELEVATION = 163.2 FEET ABOVE MEAN SEA LEVEL

CONSTRUCTION INFORMATION
LEASED AREA: ±450 S.F.
OCCUPANCY: U-2
TYPE OF CONSTRUCTION: V-B
CURRENT ZONING: M-2 INDUSTRIAL DISTRICT
ADA COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. MACHINERY SPACES ARE EXEMPT FROM ACCESSIBILITY REQUIREMENTS PER THE CBC SECTION 11B-203.5.

GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR THE SAME.

CODE COMPLIANCE

- 2016 CALIFORNIA ENERGY CODE
- 2016 CALIFORNIA BUILDING CODE
- 2016 CALIFORNIA ELECTRICAL CODE
- 2016 CALIFORNIA FIRE CODE
- 2016 CALIFORNIA GREEN BUILDING CODE
- 2016 CALIFORNIA MECHANICAL CODE
- 2016 CALIFORNIA PLUMBING CODE
- 2017 LA COUNTY AMENDMENTS

SHEET	DESCRIPTION	REV
T-1	TITLE SHEET	2
T-2	GENERAL NOTES	2
T-3	MISCELLANEOUS DETAILS	2
C-1	TOPOGRAPHIC SURVEY	2
A-1	SITE PLAN	2
A-2	ENLARGED PLAN	2
A-3	EQUIPMENT PLAN	2
A-4	ANTENNA LAYOUT	2
A-5	EXISTING ELEVATIONS	2
A-6	NEW ELEVATIONS	2
A-7	DETAILS	2
S-1	STRUCTURAL NOTES	2
S-2	STRUCTURAL NOTES	2
S-3	DETAILS	2
S-4	DETAILS	2
S-5	DETAILS	2
E-1	ELECTRICAL SPECIFICATIONS	2
E-2	LEGEND, SINGLE LINE DIAGRAM & PANEL SCHEDULE	2
E-3	DEMOLITION & NEW SITE PLANS	2
E-4	DEMOLITION, GROUNDING & ELECTRICAL PLANS	2
E-5	GROUNDING SCHEMATIC & RIBER DIAGRAM	2
E-6	ELECTRICAL DETAILS	2

CONSTRUCTION DRAWINGS

811 Know what's below. Call before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN CALIFORNIA, (NORTH), CALL DIG ALERT
TOLL FREE 1-800-227-2600 OR www.digalert.org
CALIFORNIA STATUTE REQUIRES 48 (OF 2 WORKING DAYS NOTICE BEFORE YOU EXCAVATE)

PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC

PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2600 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500

CARRIER:
Sprint

ENGINEERING LICENSE:
REGISTERED PROFESSIONAL ENGINEER ROBERT A. KETTERMER C85713 Civil STATE OF CALIFORNIA

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF JACOBS ENGINEERING AND MAY NOT BE REPRODUCED, SUBMITTED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT FROM JACOBS ENGINEERING.

REVISIONS:

DESCRIPTION	DATE	BY	REV
ISSUE	NOV. 26, 2018	RU	1
PLAN CHECK CORRECTIONS	MAY 17, 2019	RU	2

DRAWN BY:	RU
CHECKED BY:	RK
APPROVED BY:	
JACOBS PROJECT #	SUCC051C03

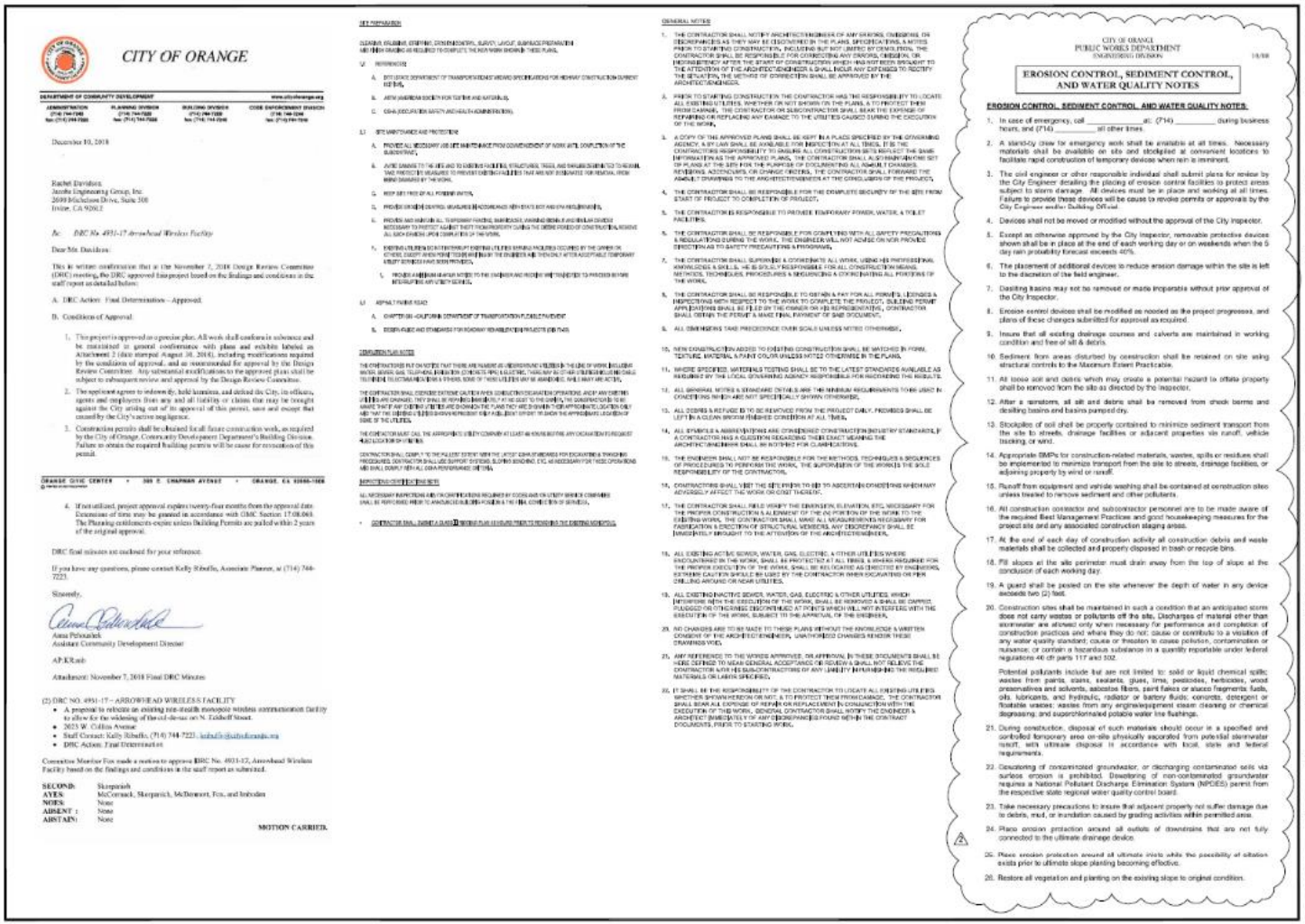
SITE NAME:
ARROWHEAD

SITE BU NUMBERS:
879004, 831038, OG03XC045

SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867

SHEET DESCRIPTION:
TITLE SHEET

SHEET NUMBER:
T-1



CITY OF ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT — www.cityoforange.org

ADMINISTRATION (714) 744-7220 fax (714) 744-7222 | PLANNING DIVISION (714) 744-7220 fax (714) 744-7222 | BUILDING DIVISION (714) 744-7220 fax (714) 744-7246 | CODE ENFORCEMENT DIVISION (714) 744-7244 fax (714) 744-7246

December 10, 2018

Rachel Davidson
Jacobs Engineering Group, Inc.
2600 Michelson Drive, Suite 500
Irvine, CA 92612

Re: DRC No. 4931-17 Arrowhead Wireless Facility

Dear Ms. Davidson:

This is written confirmation that at the November 7, 2018 Design Review Committee (DRC) meeting, the DRC approved his project based on the findings and conditions in the staff report as detailed below:

A. DRC Action: Final Determination – Approved.

B. Conditions of Approval:

1. This project is approved as a precise plan. All work shall conform in substance and be maintained in general conformance with plans and exhibits labeled as Attachment 2 (date stamped August 30, 2018), including modifications required by the conditions of approval, and as recommended for approval by the Design Review Committee. Any substantial modifications to the approved plans shall be subject to subsequent review and approval by the Design Review Committee.
2. The applicant agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability or claims that may be brought against the City arising out of its approval of this permit, save and except that caused by the City's active negligence.
3. Construction permits shall be obtained for all future construction work, as required by the City of Orange, Community Development Department's Building Division. Failure to obtain the required building permits will be cause for revocation of this permit.

ORANGE CIVIC CENTER • 300 E. CHAPMAN AVENUE • ORANGE, CA 92866-1505

4. If not utilized, project approval expires twenty-four months from the approval date. Extensions of time may be granted in accordance with OMC Section 17.08.060. The Planning entitlements expire unless Building Permits are pulled within 2 years of the original approval.

DRC final minutes are enclosed for your reference.

If you have any questions, please contact Kelly Ribuffo, Associate Planner, at (714) 744-7223.

Sincerely,

Anna Petrosinski
Assistant Community Development Director

AP:KR:mb

Attachment: November 7, 2018 Final DRC Minutes

(2) DRC NO. 4931-17 – ARROWHEAD WIRELESS FACILITY

- A proposal to relocate an existing non-stealth monopine wireless communication facility to allow for the widening of the ed-the-sac on N. Tiddeff Street.
- 2023 W. Collins Avenue
- Staff Contact: Kelly Ribuffo, (714) 744-7223; kribuffo@cityoforange.org
- DRC Action: Final Determination

Committee Member Fox made a motion to approve DRC No. 4931-17, Arrowhead Wireless Facility based on the findings and conditions in the staff report as submitted.

SECOND:	Skorpanich
AYES:	McCormack, Skorpanich, McDermott, Fox, and Imboden
NOES:	None
ABSENT:	None
ABSTAIN:	None

MOTION CARRIED.

SITE PREPARATION

CLEARING, GRUBBING, GRADING, EROSION CONTROL, SURVEY, LAYOUT, SURFACE PREPARATION AND OTHER GRADING AS REQUIRED TO COMPLETE THE NEW WORK SHOWN ON THESE PLANS.

U REFERENCES

A. STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION CURRENT EDITION.

B. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS).

C. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION).

U SITE MAINTENANCE AND PROTECTION

A. PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF WORK UNTIL COMPLETION OF THE SUBCONTRACT.

B. AVOID DAMAGE TO THE SITE AND TO EXISTING FACILITIES, STRUCTURES, TREES, AND SHRUBS DESIGNATED TO REMAIN. TAKE PRECAUTIONARY MEASURES TO PREVENT DESIGNATED ITEMS THAT MIGHT BE DAMAGED FOR REMOVAL FROM BEING DAMAGED BY THE WORK.

C. KEEP SITE FREE OF ALL FOREIGN MATTER.

D. PROVIDE ADEQUATE BARRICADES, MEASURES IN ACCORDANCE WITH STATE, CITY AND COUNTY REQUIREMENTS.

E. PROVIDE AND MAINTAIN ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNALS AND OTHER DEVICES NECESSARY TO PROTECT AGAINST THEFT, TRESPASSING, DURING THE ENTIRE PERIOD OF CONSTRUCTION, REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK.

F. EXISTING UTILITIES (CATV, TELEPHONE, ELECTRIC, GAS, WATER, SEWER, ETC.) AND FACILITIES OCCURRED BY THE OWNER OR OTHERS, EXCEPT WHEN NOTED TO BE REMOVED BY THE CONTRACTOR, ARE TO REMAIN IN OPERATION AND PROTECTED FROM DAMAGE. WHEN ONLY AFTER ACCEPTABLE TEMPORARY SERVICES HAVE BEEN PROVIDED.

1. PROVIDE ADDITIONAL BARRIER NOTES TO THE ENGINEER AND PROVIDE WRITTEN NOTICE TO PROCEED BEFORE INTERRUPTING ANY UTILITY SERVICE.

U ASPHALT PAVING ROAD

A. CHAPTER 39 – CALIFORNIA DEPARTMENT OF TRANSPORTATION FLEXIBLE PAVEMENT.

B. DESIGN, PLACE AND STANDARDS FOR ROADWAY REHABILITATION PROJECTS (OB THIS).

DEMOLITION PLAN NOTES

THE CONTRACTOR'S PLOT ON NOTES THAT THERE ARE NUMEROUS UNDERGROUND UTILITIES IN THE LINE OF WORK, INCLUDING WATER, SEWER, GAS, TELEPHONE, IRRIGATION CONTROLS, CATV, & ELECTRIC, THERE MAY BE OTHER UTILITIES WHICH ARE NOT SHOWN ON THESE PLANS. TO OBTAIN INFORMATION ON ALL OTHER UTILITIES THAT MAY BE ABANDONED, RELOCATED, OR MAY BE ACTIVE.

THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATION OPERATIONS, AND IF ANY EXISTING UTILITIES ARE DAMAGED, THEY SHALL BE REPAIRED IMMEDIATELY, AT NO COST TO THE OWNER. THE CONTRACTOR IS TO BE AWARE THAT IF ANY EXISTING UTILITIES ARE SHOWN ON THE PLANS THEY ARE SHOWN IN THE APPROXIMATE LOCATION ONLY AND THAT THE CONTRACTOR SHALL HAVE PERFORMED DUE DILIGENCE EFFORT TO SHOW THE APPROXIMATE LOCATIONS OF SAME UTILITIES.

THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST FIELD LOCATION OF UTILITIES.

CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST CAL/OSHA STANDARDS FOR EXCAVATION & TRENCHING PROCEDURES. CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, ETC. AS NECESSARY FOR THESE OPERATIONS AND SHALL COMPLY WITH ALL CAL/OSHA REQUIREMENTS.

INSPECTION CHECKLIST

ALL NECESSARY INSPECTIONS AND CONFIRMATIONS REQUIRED BY CODES AND OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING FINAL INSPECTION OR SERVICE.

- CONTRACTOR SHALL SUBMIT A CLASS 2 REVISED PLAN ENSURE TRENCH REMOVAL TO THE EXISTING MONOPOLE.

GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY ERRORS, OMISSIONS, OR DISCREPANCIES AS THEY MAY BE DISCOVERED IN THE PLANS, SPECIFICATIONS, & NOTES PRIOR TO STARTING CONSTRUCTION, INCLUDING BUT NOT LIMITED BY DEMOLITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY ERRORS, OMISSION, OR INCONSISTENCY AFTER THE START OF CONSTRUCTION WHICH HAS NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER & SHALL INCUR ANY EXPENSES TO RECTIFY THE SITUATION, THE METHOD OF CORRECTION SHALL BE APPROVED BY THE ARCHITECT/ENGINEER.
2. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR HAS THE RESPONSIBILITY TO LOCATE ALL EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, & TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR OR SUBCONTRACTOR SHALL BEAR THE EXPENSE OF REPAIRING OR REPLACING ANY DAMAGE TO THE UTILITIES CAUSED DURING THE EXECUTION OF THE WORK.
3. A COPY OF THE APPROVED PLANS SHALL BE KEPT IN A PLACE SPECIFIED BY THE GOVERNING AGENCY. A SET LAW SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE ALL CONSTRUCTION SETS REFLECT THE SAME INFORMATION AS THE APPROVED PLANS. THE CONTRACTOR SHALL ALSO MAINTAIN ONE SET OF PLANS AT THE SITE FOR THE PURPOSE OF DOCUMENTING ALL AS-BUILT CHANGES, REVISIONS, ADDENDUMS, OR CHANGE ORDERS. THE CONTRACTOR SHALL FORWARD THE AS-BUILT DRAWINGS TO THE ARCHITECT/ENGINEER AT THE COMPLETION OF THE PROJECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE FROM START OF PROJECT TO COMPLETION OF PROJECT.
5. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE TEMPORARY POWER, WATER, & TOILET FACILITIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL SAFETY PRECAUTIONS & REGULATIONS DURING THE WORK. THE ENGINEER WILL NOT ADVISE ON NOR PROVIDE DIRECTION AS TO SAFETY PRECAUTIONS & PROGRAMS.
7. THE CONTRACTOR SHALL SUPERVISE & COORDINATE ALL WORK, USING HIS PROFESSIONAL KNOWLEDGE & SKILLS. HE IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES & SEQUENCING & COORDINATING ALL PORTIONS OF THE WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN & PAY FOR ALL PERMITS, LICENSES & INSPECTIONS WITH RESPECT TO THE WORK TO COMPLETE THE PROJECT. BUILDING PERMIT APPLICATIONS SHALL BE FILED BY THE OWNER OR HIS REPRESENTATIVE. CONTRACTOR SHALL OBTAIN THE PERMIT & MAKE FINAL PAYMENT OF SAID DOCUMENT.
9. ALL DIMENSIONS TAKE PRECEDENCE OVER SCALE UNLESS NOTED OTHERWISE.
10. NEW CONSTRUCTION ADDED TO EXISTING CONSTRUCTION SHALL BE MATCHED IN FORM, TEXTURE, MATERIAL & PAINT COLOR UNLESS NOTED OTHERWISE IN THE PLANS.
11. WHERE SPECIFIED, MATERIALS TESTING SHALL BE TO THE LATEST STANDARDS AVAILABLE AS REQUIRED BY THE LOCAL GOVERNING AGENCY RESPONSIBLE FOR RECEIVING THE RESULTS.
12. ALL GENERAL NOTES & STANDARD DETAILS ARE THE MINIMUM REQUIREMENTS TO BE USED IN CONSTRUCTING WHERE ARE NOT SPECIFICALLY SHOWN OTHERWISE.
13. ALL DEBRIS & REFUSE TO BE REMOVED FROM THE PROJECT DAILY. PREMISES SHALL BE LEFT IN A CLEAN, BROOM FINISHED CONDITION AT ALL TIMES.
14. ALL SYMBOLS & ABBREVIATIONS ARE CONSIDERED CONSTRUCTION INDUSTRY STANDARDS. IF A CONTRACTOR HAS A QUESTION REGARDING THEIR EXACT MEANING THE ARCHITECT/ENGINEER SHALL BE NOTIFIED FOR CLARIFICATIONS.
15. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE METHODS, TECHNIQUES & SEQUENCES OF PROCEDURES TO PERFORM THE WORK, THE SUPERVISION OF THE WORK IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
16. CONTRACTORS SHALL VISIT THE SITE PRIOR TO BID TO ASCERTAIN CONDITIONS WHICH MAY ADVERSELY AFFECT THE WORK OR COST THEREOF.
17. THE CONTRACTOR SHALL FIELD VERIFY THE DIMENSION, ELEVATION, ETC. NECESSARY FOR THE PROPER CONSTRUCTION & ALIGNMENT OF THE (N) PORTION OF THE WORK TO THE (E) PORTIONS. THE CONTRACTOR SHALL MAKE ALL MEASUREMENTS NECESSARY FOR FABRICATION & ERECTION OF STRUCTURAL MEMBERS. ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.
18. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC & OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES. & WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHALL BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
19. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC & OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED & SHALL BE CAPPED PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF THE ENGINEER.
20. NO CHANGES ARE TO BE MADE TO THESE PLANS WITHOUT THE KNOWLEDGE & WRITTEN CONSENT OF THE ARCHITECT/ENGINEER. UNAUTHORIZED CHANGES RENDER THESE DRAWINGS VOID.
21. ANY REFERENCE TO THE WORDS APPROVED, OR APPROVAL IN THESE DOCUMENTS SHALL BE HERE DEFINED TO MEAN GENERAL ACCEPTANCE OR REVIEW & SHALL NOT RELIEVE THE CONTRACTOR NOR HIS SUBCONTRACTORS OF ANY LIABILITY FOR MEETING THE REQUIRED MATERIALS OR LABOR SPECIFIED.
22. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT, & TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONJUNCTION WITH THE EXECUTION OF THE WORK. GENERAL CONTRACTOR SHALL NOTIFY THE ENGINEER & ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES FOUND WITHIN THE CONTRACT DOCUMENTS, PRIOR TO STARTING WORK.

CITY OF ORANGE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

EROSION CONTROL, SEDIMENT CONTROL, AND WATER QUALITY NOTES

EROSION CONTROL, SEDIMENT CONTROL, AND WATER QUALITY NOTES:

1. In case of emergency, call _____ at: (714) _____ during business hours, and (714) _____ all other times
2. A stand-by crew for emergency work shall be available at all times. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of temporary devices when rain is imminent.
3. The civil engineer or other responsible individual shall submit plans for review by the City Engineer detailing the placing of erosion control facilities to protect areas subject to storm damage. All devices must be in place and working at all times. Failure to provide these devices will be cause to revoke permits or approvals by the City Engineer and/or Building Official.
4. Devices shall not be moved or modified without the approval of the City Inspector.
5. Except as otherwise approved by the City Inspector, removable protective devices shown shall be in place at the end of each working day or on weekends when the 5 day rain probability forecast exceeds 40%.
6. The placement of additional devices to reduce erosion damage within the site is left to the discretion of the field engineer.
7. Desilting basins may not be removed or made inoperable without prior approval of the City Inspector.
8. Erosion control devices shall be modified as needed as the project progresses, and plans of these changes submitted for approval as required.
9. Insure that all existing drainage courses and culverts are maintained in working condition and free of silt & debris.
10. Sediment from areas disturbed by construction shall be retained on site using structural controls to the Maximum Extent Practicable.
11. All loose soil and debris which may create a potential hazard to offsite property shall be removed from the site as directed by the Inspector.
12. After a rainstorm, all silt and debris shall be removed from check berms and desilting basins and basins pumped dry.
13. Stockpiles of soil shall be properly contained to minimize sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking, or wind.
14. Appropriate BMPs for construction-related materials, wastes, spills or residues shall be implemented to minimize transport from the site to streets, drainage facilities, or adjoining property by wind or runoff.
15. Runoff from equipment and vehicle washing shall be contained at construction sites unless treated to remove sediment and other pollutants.
16. All construction contractor and sub-contractor personnel are to be made aware of the required Best Management Practices and good housekeeping measures for the project site and any associated construction staging areas.
17. At the end of each day of construction activity all construction debris and waste materials shall be collected and properly disposed in trash or recycle bins.
18. Fill slopes at the site perimeter must drain away from the top of slope at the conclusion of each working day.
19. A guard shall be posted on the site whenever the depth of water in any device exceeds two (2) feet.
20. Construction sites shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off the site. Discharges of material other than stormwater are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination or nuisance; or contain a hazardous substance in a quantity reportable under federal regulations 40 cfr parts 117 and 302.

    Potential pollutants include but are not limited to: solid or liquid chemical spills; wastes from paints, stains, sealants, glues, lime, pesticides, herbicides, wood preservatives and solvents, asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants, and hydraulic, radiator or battery fluids; concrete, detergent or flushable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing, and superchlorinated potable water line flushings.
21. During construction, disposal of such materials should occur in a specified and controlled temporary area on-site physically separated from potential stormwater runoff, with ultimate disposal in accordance with local, state and federal requirements.
22. Dewatering of contaminated groundwater, or discharging contaminated soils via surface erosion is prohibited. Dewatering of non-contaminated groundwater requires a National Pollutant Discharge Elimination System (NPDES) permit from the respective state regional water quality control board.
23. Take necessary precautions to insure that adjacent property not suffer damage due to debris, mud, or inundation caused by grading activities within permitted area.
24. Place erosion protection around all outlets of downstreams that are not fully connected to the ultimate drainage device.
25. Place erosion protection around all ultimate inlets while the possibility of siltation exists prior to ultimate slope planting becoming effective.
26. Restore all vegetation and planting on the existing slope to original condition.

PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC

PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2600 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500

CARRIER:
Sprint

ENGINEERING LICENSE:
REGISTERED PROFESSIONAL ENGINEER — ROBERT A. KITTERMAN — C86713 — CIVIL — STATE OF CALIFORNIA

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF JACOBS ENGINEERING AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT FROM JACOBS ENGINEERING.

REVISIONS:

DESCRIPTION	DATE	BY	REV
90% CD	NOV. 26, 2018	RU	1
PLAN CHECK CORRECTIONS	MAY 17, 2019	RU	3

DRAWN BY:	RU
CHECKED BY:	RK
APPROVED BY:	
JACOBS PROJECT #	EUCC3C05

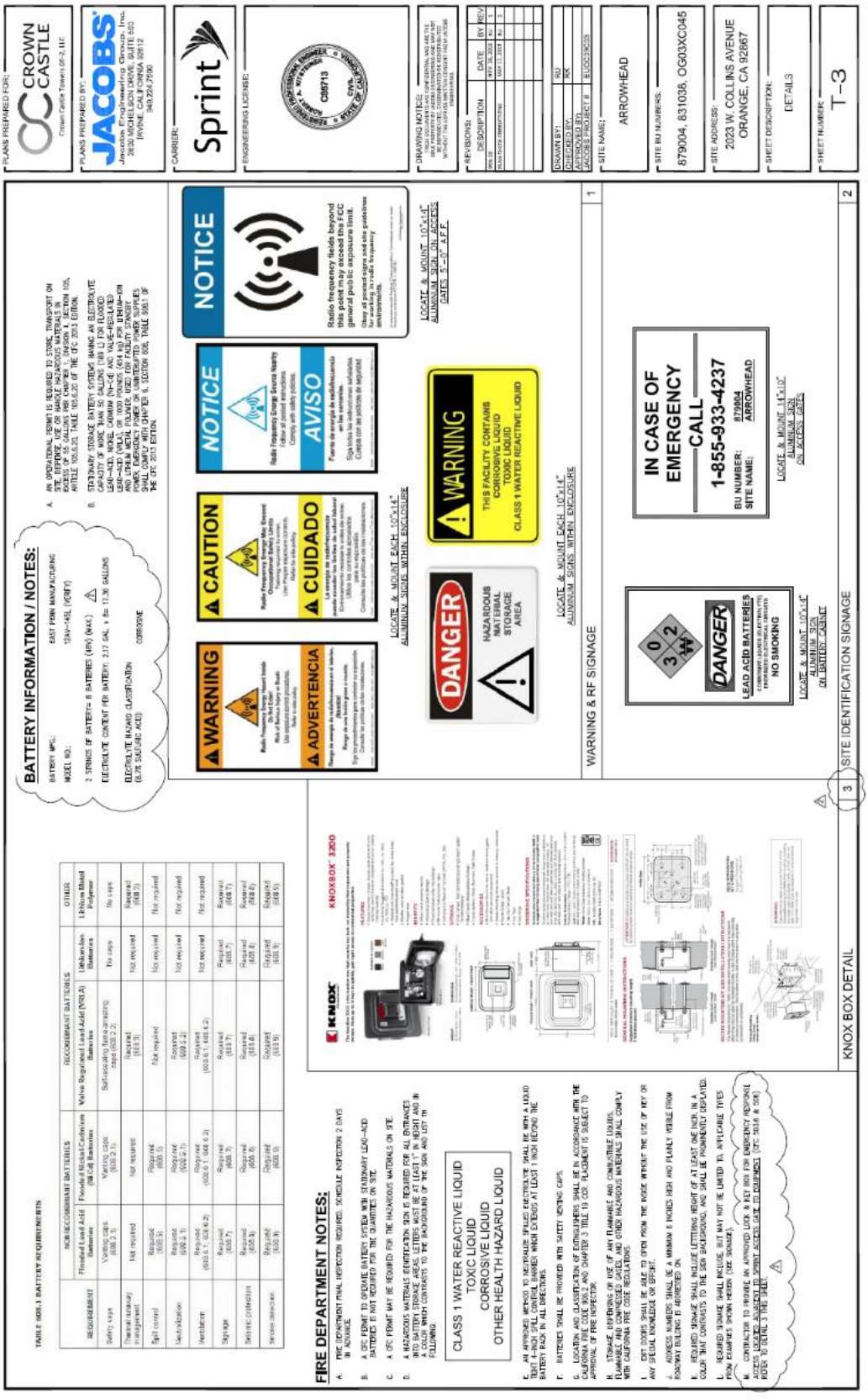
SITE NAME:
ARROWHEAD

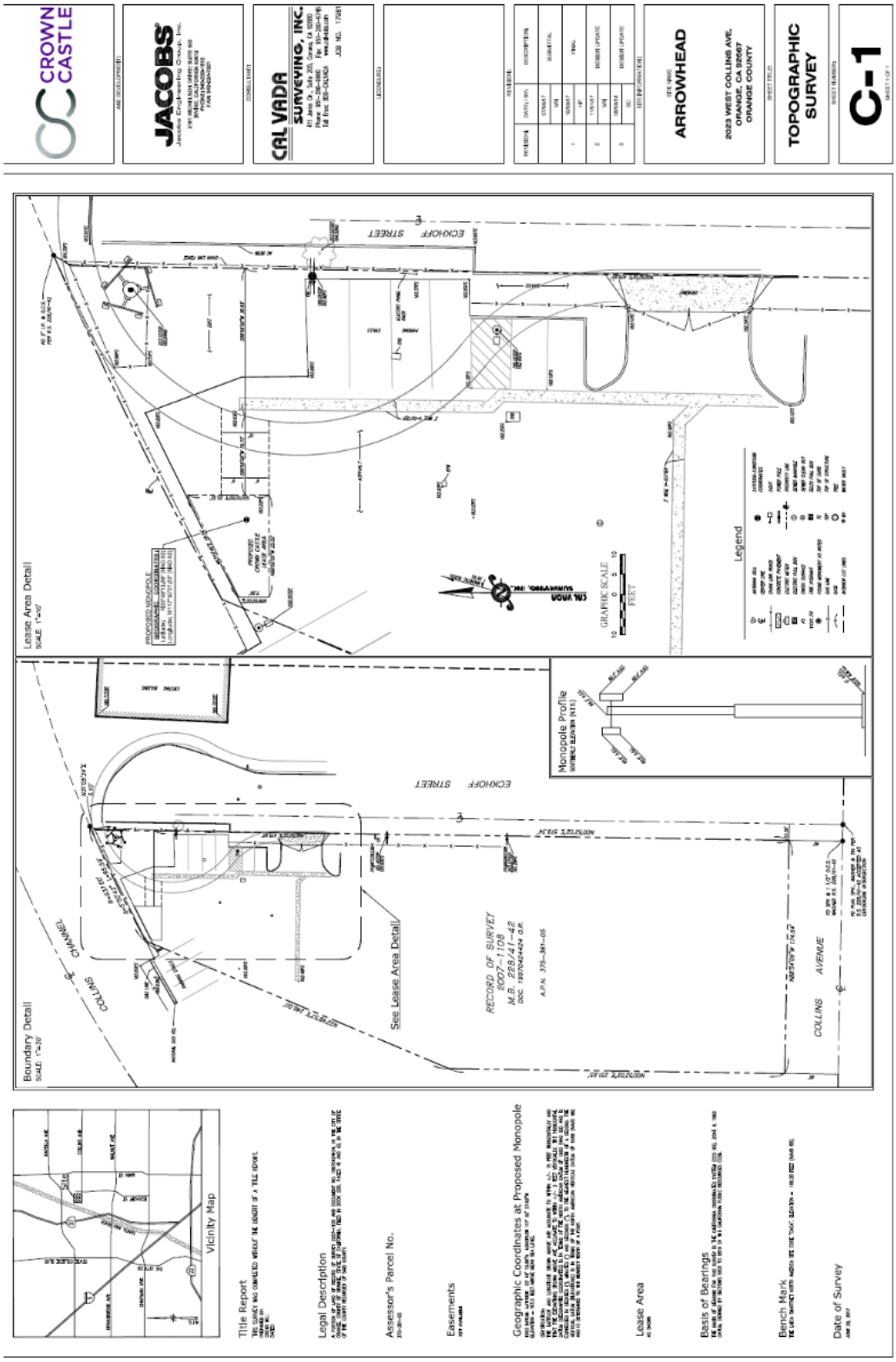
SITE BU NUMBERS:
879004, 831038, OG03XC045

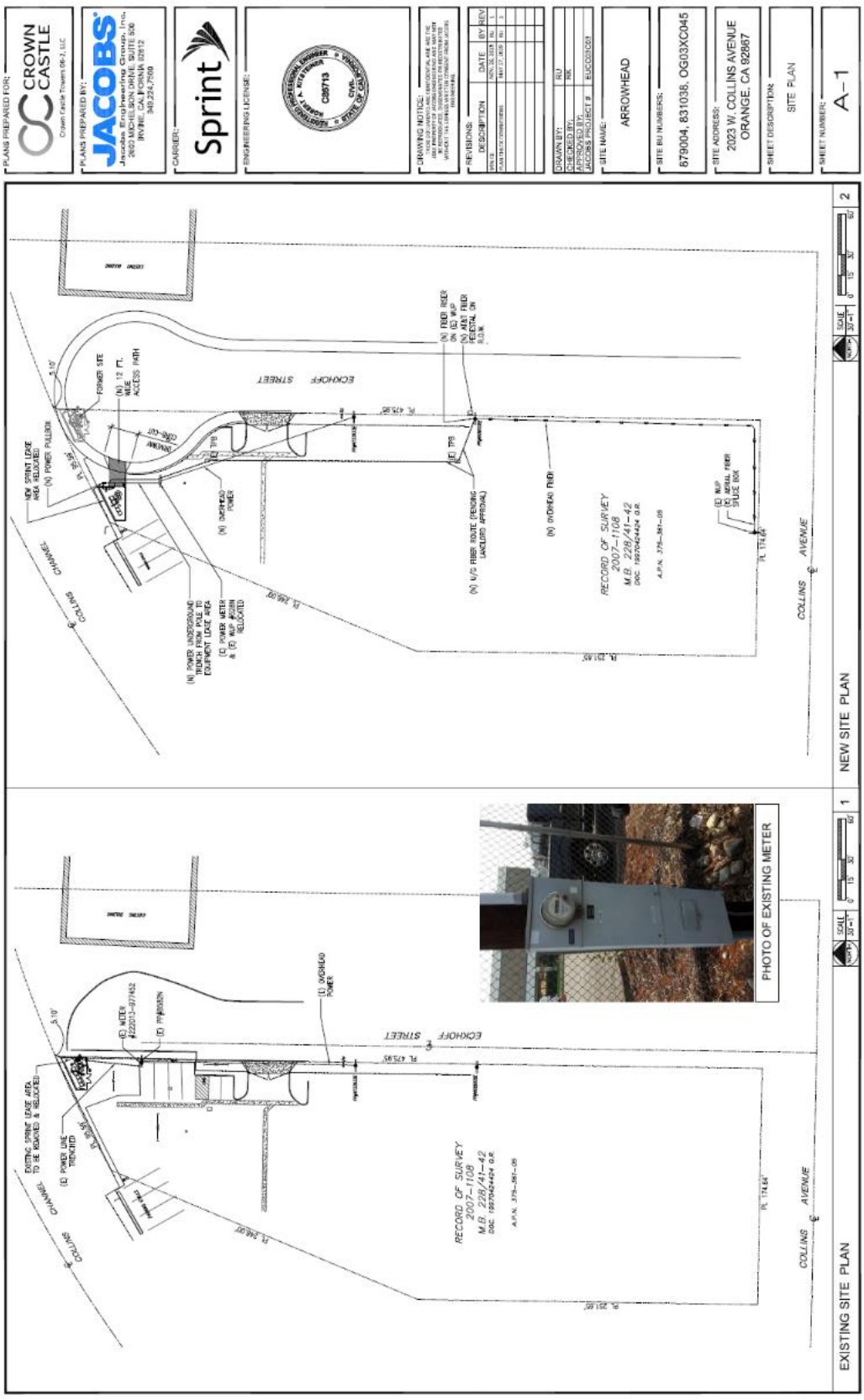
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867

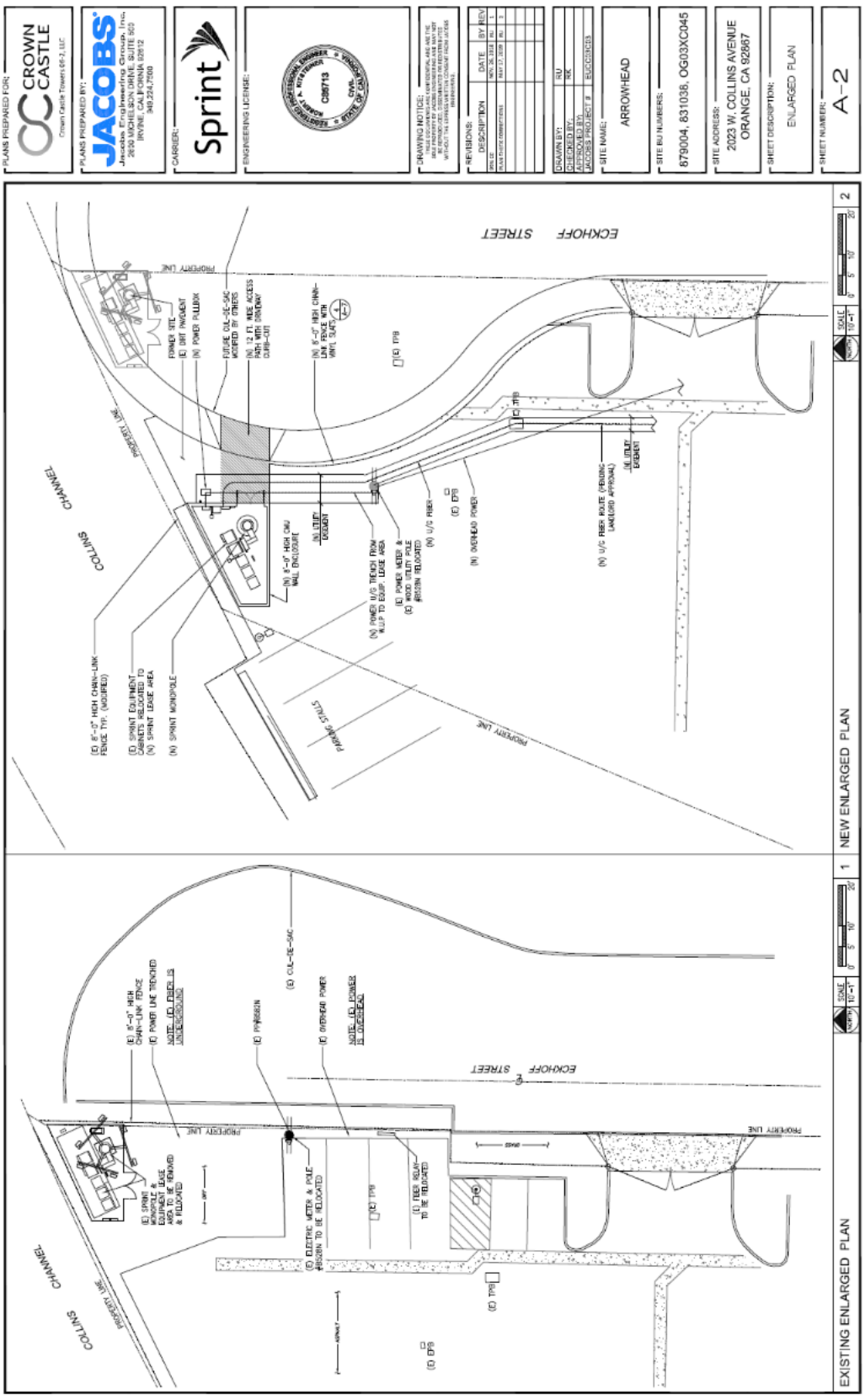
SHEET DESCRIPTION:
GENERAL NOTES

SHEET NUMBER:
T-2

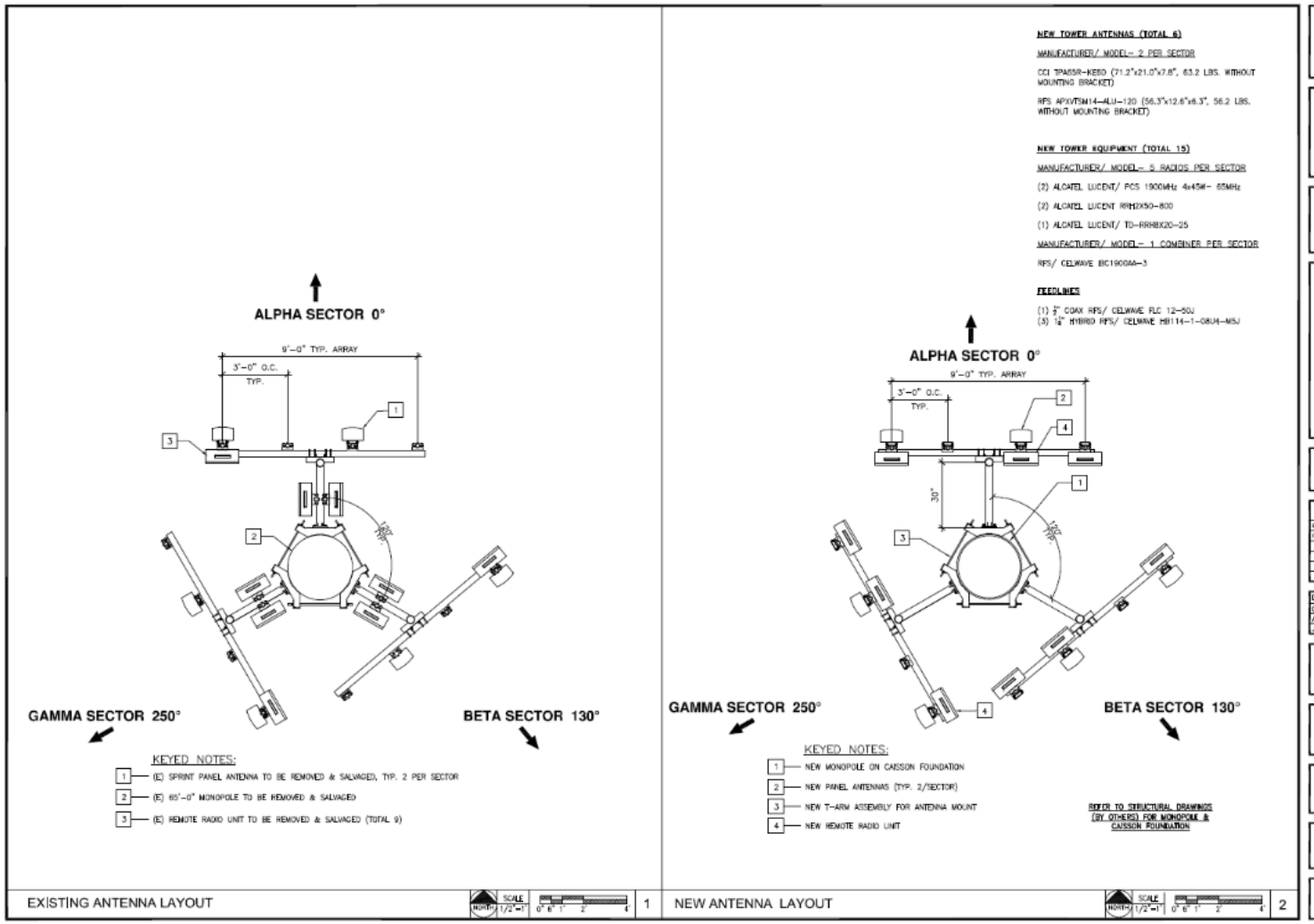

BATTERY INFORMATION / NOTES:
BATTERY MFG: EAST PENN MANUFACTURING
MODEL NO.: 12AV-145L (YGHT)
2 STRING OF BATTERY= 8 BATTERIES (48V) (NAC)
ELECTROLYTE CONTENT PER BATTERY: 2.17 GAL. = Ibs= 17.36 GALLONS
ELECTROLYTE HAZARD CLASSIFICATION (6.7% SULFURIC ACID) CORROSIVE
A. AN OPERATIONAL PERMIT IS REQUIRED TO STORE, TRANSPORT ON SITE, DISPENSE, USE OR HANDLE HAZARDOUS MATERIALS IN EXCESS OF THE QUANTITIES LISTED IN CFC SECTION 105.6 AND ARTICLE 105.6.20, TABLE 105.6.20 OF THE CFC 2013 EDITION.
B. STATIONARY STORAGE BATTERY SYSTEMS HAVING AN ELECTROLYTE CAPACITY OF MORE THAN 50 GALLONS FOR VLA-AGM, VRLA-GEL, LEAD-ACID, NICKEL CADMIUM (Ni-Cd) AND VALVE-REGULATED LEAD-ACID (VRLA), OR 1000 POUNDS (454 kg) FOR LITHIUM-ION AND LITHIUM METAL POLYMER, USED FOR FACILITY STANDBY POWER, EMERGENCY POWER OR UNINTERRUPTIBLE POWER SUPPLIES, SHALL COMPLY WITH CHAPTER 8, SECTION 608, TABLE 608.1 OF THE CFC 2013 EDITION.
TABLE 608.1 BATTERY REQUIREMENTS
REQUIREMENT
NON-RECOMBINANT BATTERIES
Flooded Lead Acid Batteries
Flooded Nickel Cadmium (Ni-Cd) Batteries
RECOMBINANT BATTERIES
Valve Regulated Lead-Acid (VRLA) Batteries
Lithium-ion Batteries
OTHER
Lithium Metal Polymer
Safety sign
Venting caps (608.2.1)
Venting caps (608.2.1)
Software to force venting caps (608.2.2)
No caps
No caps
Thermal runaway management
Not required
Not required
Required (608.3)
Not required
Required (608.3)
Spill control
Required (608.5)
Required (608.5)
Not required
Not required
Not required
Ventilation
Required (608.9, 608.9.2)
Required (608.9, 608.9.2)
Required (608.9, 608.9.2)
Not required
Not required
Not required
Signage
Required (608.7)
Required (608.7)
Required (608.7)
Required (608.7)
Required (608.7)
Required (608.7)
Seismic protection
Required (608.8)
Required (608.8)
Required (608.8)
Required (608.8)
Required (608.8)
Required (608.8)
Smoke detector
Required (608.9)
Required (608.9)
Required (608.9)
Required (608.9)
Required (608.9)
Required (608.9)
FIRE DEPARTMENT NOTES:
A. FIRE DEPARTMENT FINAL INSPECTION REQUIRED. SCHEDULE INSPECTION 2 DAYS IN ADVANCE.
B. A CFC PERMIT TO OPERATE BATTERY SYSTEM WITH STATIONARY LEAD-ACID BATTERIES IS NOT REQUIRED FOR THE QUANTITIES ON SITE.
C. A CFC PERMIT MAY BE REQUIRED FOR THE HAZARDOUS MATERIALS ON SITE.
D. A HAZARDOUS MATERIALS IDENTIFICATION SIGN IS REQUIRED FOR ALL ENTRANCES INTO BATTERY STORAGE AREAS. LETTERS MUST BE AT LEAST 1" IN HEIGHT AND IN A COLOR WHICH CONTRASTS TO THE BACKGROUND OF THE SIGN AND LIST THE FOLLOWING
CLASS 1 WATER REACTIVE LIQUID
TOXIC LIQUID
CORROSIVE LIQUID
OTHER HEALTH HAZARD LIQUID
E. AN APPROVED METHOD TO NEUTRALIZE SPILLS CONTAINED SHALL BE WITH A LIQUID TIGHT 4-INCH CURB, CURBING IS NOT REQUIRED WHERE EXTENDS AT LEAST 1 INCH BEYOND THE BATTERY RACK IN ALL DIRECTIONS.
F. BATTERIES SHALL BE PROVIDED WITH SAFETY VENTING CAPS.
G. LOCATION AND CLASSIFICATION OF EXTINGUISHERS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE SECTION 2 AND CHAPTER 3 TITLE 19 CCR PLACEMENT IS SUBJECT TO APPROVAL BY FIRE INSPECTOR.
H. STORAGE, DISPENSING OR USE OF ANY FLAMMABLE AND COMBUSTIBLE LIQUIDS, FLAMMABLE GASES, HAZARDOUS MATERIALS AND OTHER HAZARDOUS MATERIALS SHALL COMPLY WITH CALIFORNIA FIRE CODE REGULATIONS.
I. EXIT DOORS SHALL BE ABLE TO OPEN FROM THE INSIDE WITHOUT THE USE OF KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
J. ADDRESS NUMBERS SHALL BE A MINIMUM 6 INCHES HIGH AND PLAINLY VISIBLE FROM ROADWAY BUILDING IS ADDRESSED ON.
K. REQUIRED SIGNAGE SHALL INCLUDE LETTERING HEIGHT OF AT LEAST ONE INCH, IN A COLOR THAT CONTRASTS TO THE SIGN BACKGROUND, AND SHALL BE PERMANENTLY DEPLOYED.
L. REQUIRED SIGNAGE SHALL INCLUDE, BUT MAY NOT BE LIMITED TO, APPLICABLE TYPES FROM EXAMPLES SHOWN HEREIN (SEE SIGNAGE).
M. CONTRACTOR TO PROVIDE AN APPROVED LOCK & KEY BOX FOR EMERGENCY RESPONSE ACCESS. LOCATE ADJACENT TO SPRINT ACCESS GATE TO CONFIRM(1 CFC 503.6 & 506) REFER TO DETAIL 3 THIS SHEET.
A WARNING
A CAUTION
NOTICE
A ADVERTENCIA
A CUIDADO
AVISO
Radio Frequency Energy Beyond Hands On Barrier
Risk of Serious Injury or Death
Use professional only to control no exposure.
Radio Frequency Energy Beyond May Exceed Occupational Safety Limits
Use Proper Personnel Controls
Radio Frequency Energy Beyond Hands On Barrier
Follow all posted instructions
Comply with safety policies
Radio frequency fields beyond this point may exceed the FCC general public exposure limit.
Obey all posted signs and site guidelines for working in radio frequency environments.
LOCATE & MOUNT EACH 10"x14" ALUMINUM SIGNS WITHIN ENCLOSURE
LOCATE & MOUNT 10"x14" ALUMINUM SIGN ON ACCESS GATES 6'-0" & F.F.
DANGER
HAZARDOUS MATERIAL STORAGE AREA
WARNING
THIS FACILITY CONTAINS
CORROSIVE LIQUID
TOXIC LIQUID
CLASS 1 WATER REACTIVE LIQUID
LOCATE & MOUNT EACH 10"x14" ALUMINUM SIGNS WITHIN ENCLOSURE
1
WARNING & RF SIGNAGE
0
3
2
W
DANGER
LEAD ACID BATTERIES
ELECTRICITY USING ELECTRICITY CAN CAUSE SEVERE BURNS
NO SMOKING
LOCATE & MOUNT 10"x14" ALUMINUM SIGN ON BATTERY CABINET
IN CASE OF EMERGENCY
CALL
1-855-933-4237
BU NUMBER: 879004
SITE NAME: ARROWHEAD
LOCATE & MOUNT 14"x10" ALUMINUM SIGN ON ACCESS GATE
3
SITE IDENTIFICATION SIGNAGE
2
KNOX BOX DETAIL
KNOXBOX 3200
PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 05-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2630 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.724.2500
CARRIER:
Sprint
ENGINEERING LICENSE:
CERTIFICATE OF AUTHORIZATION
CIVIL
C36713
STATE OF CALIFORNIA
DRAWING NOTICE:
REVISIONS:
DESCRIPTION
DATE
BY
REV
DRAWN BY:
RU
CHECKED BY:
RK
APPROVED BY:
JACOBS PROJECT #:
E10CO0078
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831038, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
DETAILS
SHEET NUMBER:
T-3

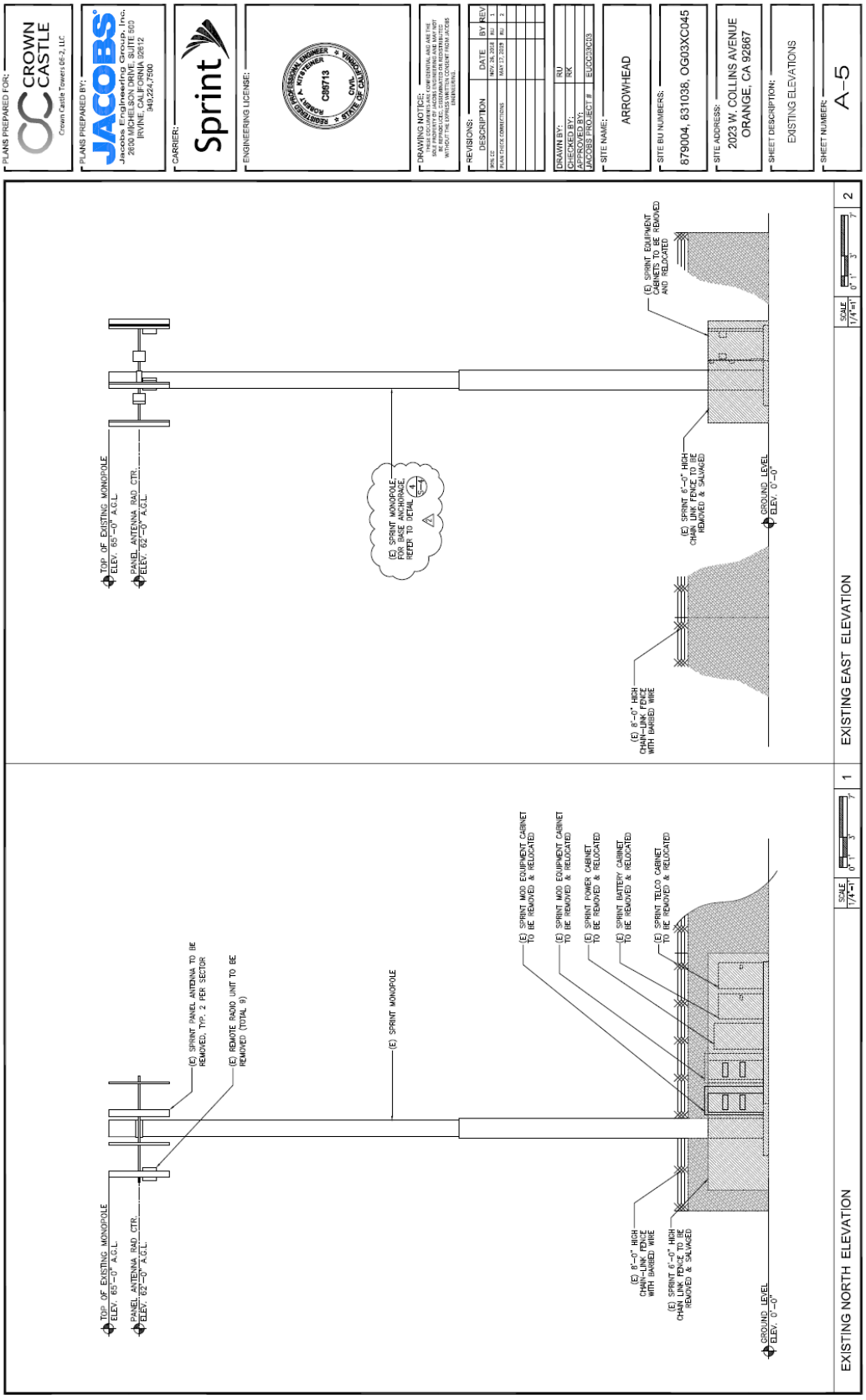

CROWN CASTLE
JACOBS
CAL VADA SURVEYING, INC.
ARROWHEAD
2023 WEST COLLINS AVE.
ORANGE, CA 92867
ORANGE COUNTY
TOPOGRAPHIC SURVEY
C-1
Boundary Detail
Lease Area Detail
Monopole Profile
Legend
Vicinity Map
Title Report
Legal Description
Assessor's Parcel No.
Easements
Geographic Coordinates at Proposed Monopole
Lease Area
Basis of Bearings
Bench Mark
Date of Survey
ECKHOFF STREET
COLLINS AVENUE
RECORD OF SURVEY
GRAPHIC SCALE

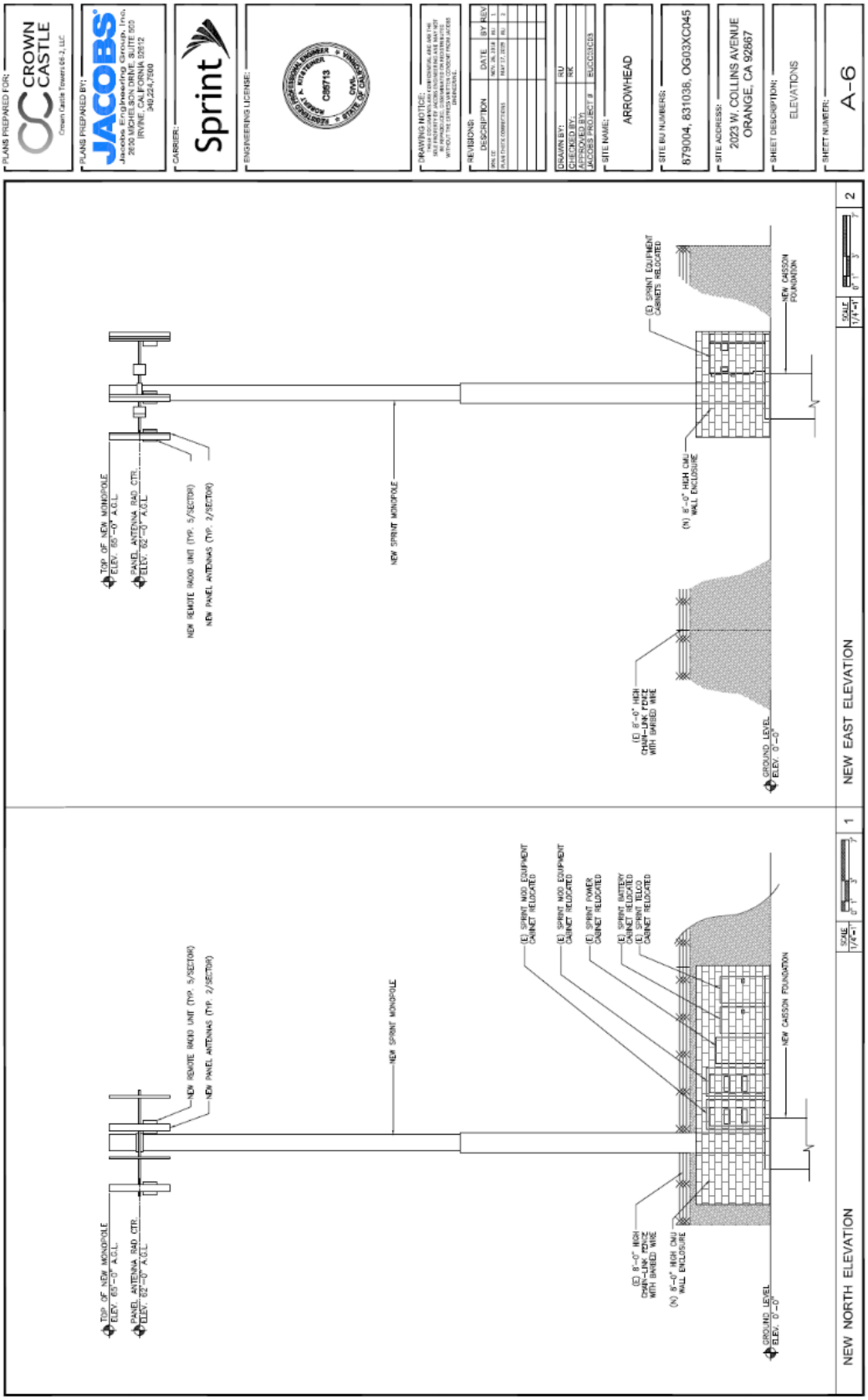

PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2650 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500
CARRIER:
Sprint
ENGINEERING LICENSE:
C35713
DRAWING NOTES:
REVISIONS:
DESCRIPTION
DATE
BY
REV
DRAWN BY:
RU
CHECKED BY:
RK
APPROVED BY:
JACOBS PROJECT #:
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831036, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
SITE PLAN
SHEET NUMBER:
A-1
EXISTING SITE PLAN
NEW SITE PLAN
PHOTO OF EXISTING METER
EXISTING SPRINT LEASE AREA TO BE REMOVED & RELOCATED
(E) POWER LINE TRENCHED
(E) OVERHEAD POWER
(E) METER #222013-977452
(E) PP#SBSSN
ECKHOFF STREET
COLLINS AVENUE
RECORD OF SURVEY 2007-1108
M.B. 228/41-42
DOC. 19970424424 O.R.
A.P.N. 375-381-05
NEW SPRINT LEASE AREA RELOCATED
(N) POWER PULLBOX
(N) 12' FT. WIDE ACCESS PATH
POWER SITE
(N) OVERHEAD POWER
(N) POWER UNDERGROUND RISER FROM POLE TO (E) MAIN METER RELOCATED
(E) POWER METER & (E) MAIN BREAKER RELOCATED
(N) U/G FIBER ROUTE PENDING LANDLORD APPROVAL
(N) FIBER RISER ON (E) WP
(N) AT&T FIBER TERMINAL ON E.O.M.
(N) W/P (N) UNDERGROUND FIBER STUB OUT
(N) HYBRID FIBER
SCALE: 30'=1'
0 15 30 60'

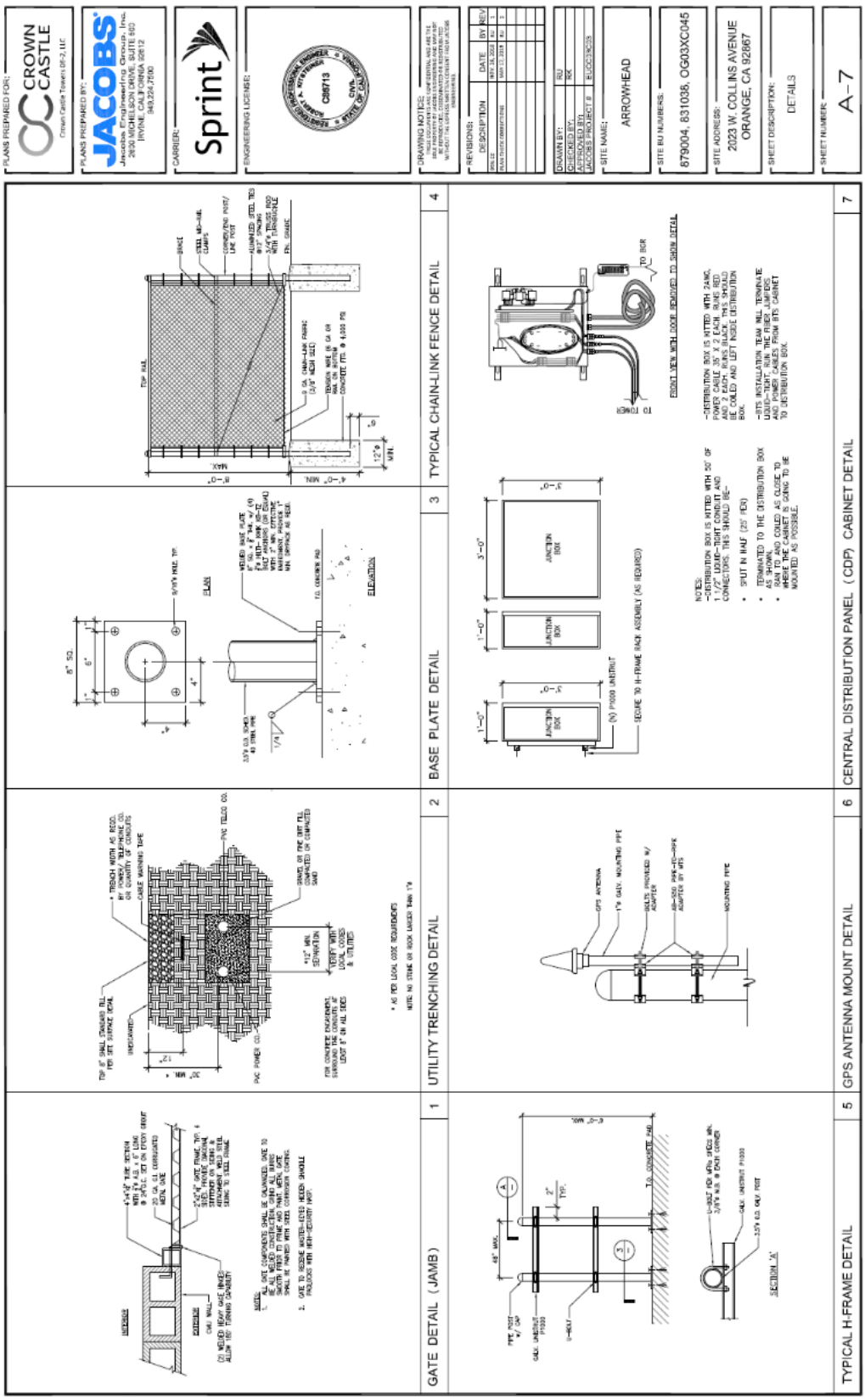

PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2630 MICHELSON DRIVE, SUITE 900
IRVINE, CALIFORNIA 92612
949.224.7500
CARRIER:
Sprint
ENGINEERING LICENSE:
CB6713
DRAWING NOTICE:
REVISIONS:
DESCRIPTION
DATE
BY
REV
DRAWN BY:
CHECKED BY:
APPROVED BY:
JACOBS PROJECT #:
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831036, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
ENLARGED PLAN
SHEET NUMBER:
A-2
EXISTING ENLARGED PLAN
NEW ENLARGED PLAN
ECKHOFF STREET
COLLINS CHANNEL
PROPERTY LINE
PARKING STALLS
(E) 8'-0" HIGH CHAIN-LINK FENCE TYP. (MODIFIED)
(E) SPRINT EQUIPMENT CABINETS RELOCATED TO (N) SPRINT LEASE AREA
(N) SPRINT MONOPOLE
(N) 8'-0" HIGH CMU WALL ENCLOSURE
(N) 8'-0" HIGH CHAIN-LINK FENCE W/ VINYL SLATS
(N) 12 FT. WIDE ACCESS PATH WITH DRIVEWAY CURB-CUT
FUTURE CUL-DE-SAC MODIFIED BY OTHERS
POWER SITE
(E) DIST. PANEMENT
(N) POWER PULLBOX
(E) TPB
(N) POWER U/G TRENCH FROM N.U.P.T.D. EQUIP. LEASE AREA
(E) POWER METER & (E) MDSS TO BE RELOCATED (MDSS#) RELOCATED
(N) U/G FIBER
(E) EPB
(N) OVERHEAD POWER
(N) U/G FIBER ROUTE (PENDING LANDLORD APPROVAL)
UTILITY EASEMENT
(E) 8'-0" HIGH CHAIN-LINK FENCE
(E) POWER LINE TRENCHED
NOTE: (E) FIBER IS UNDERGROUND
(E) PYRAMON
(E) CUL-DE-SAC
(E) OVERHEAD POWER
NOTE: (E) POWER IS UNDERGROUND
(E) SPRINT MONOPOLE & LEASE AREA TO BE REMOVED & RELOCATED
(E) ELECTRIC METER & POLE #8026N TO BE RELOCATED
(E) TPB
(E) FIBER RELAY TO BE RELOCATED
(E) EPB
SCALE
1" = 20'
0
5
10'
20'
1
2

PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2630 MICHELSON DRIVE, SUITE 900
IRVINE, CALIFORNIA 92612
949.224.7500
CARRIER:
Sprint
ENGINEERING LICENSE:
CB5713
CIVIL
STATE OF CALIFORNIA
DRAWING NOTICE:
REVISIONS:
DESCRIPTION
DATE
BY
REV
PRE-CONSTRUCTION SURVEY
05/17/2019
RU
1
PLANCHECK CORRECTIONS
06/17/2019
RU
2
DRAWN BY:
RU
CHECKED BY:
MK
APPROVED BY:
JACOBS PROJECT #:
B1CC0023
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831038, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
EQUIPMENT PLAN
SHEET NUMBER:
A-3
EXHIBIT 'B' FOR GATE MATERIAL
EXHIBIT 'A' FOR CMU WALL STYLE
Van Ryan - Running Bond
Van Ryan - Stack Bond
(N) GENERATOR PLUG
(N) POWER PEDESTAL
(N) H-FRAME WITH PPC CABINET, ATT TELCO BOX, CEVA/ LMM PANEL & LIGHT FIXTURE
(N) KNOX BOX PER DETAIL
(N) WALL-MTD. FIRE EXTINGUISHER 2A-10BC (MIN.)
(N) 6'-0" WDE CORRUGATED METAL GATES PAINTED TO MATCH WALL (SEE EXHIBIT B)
(N) SPRINT MONOPOLE (N) CAISSON FOUNDATION (BY OTHERS)
(N) 6'-0" HIGH CMU WALL ENCLOSURE (SEE EXHIBIT A)
(N) CONCRETE PAD
MED CLEARANCE
PPC
TELCO
ATT/T CBT
CEVA/ LMM PANEL
± 35"
LIGHT FIXTURE
(N) METAL COAX CABLE TRAY ON PVC SLEEPERS
CDP CABINET & GPS ANTENNA ON H-FRAME RELOCATED
MCB RELOCATED
SPRINT TO CDP CABLES
POST REQUIRED SIGNAGE PER NFPA 704 AT ENCLOSURE PER DETAILS
± 26'-8"
± 25'-4"
7'-4" MASONRY
± 20'-0"
NOTE:
ALL SPRINT EQUIPMENT SHOWN ARE INDICATED UNLESS NOTED OTHERWISE
SCALE
NORTH
1/8"=1'
0'
4'
8'
16'
NEW EQUIPMENT PLAN
1
2
FIBER ON H-FRAME TO BE REMOVED & SALVAGED
RAISED CONCRETE PAD TO BE DEMOLISHED & REMOVED
PPC CABINET TO BE REMOVED & SALVAGED
EXISTING FOUNDATION & PAD TO BE DEMOLISHED & REMOVED
SPRINT MONOPOLE TO BE REMOVED & SALVAGED
METAL COAX CABLE TRAY TO BE REMOVED & SALVAGED
DOUBLE CHAIN-LINK ACCESS GATES TO BE REMOVED & SALVAGED
LIGHT FIXTURE TO BE REMOVED & RELOCATED
CDP CABINET & GPS ANTENNA ON H-FRAME TO BE REMOVED & REUSED
MCB TO BE REMOVED & REUSED
ATT/T CBT
CEVA/ LMM PANEL
SPRINT TO CDP CABLES
ATT/T TELCO EQUIPMENT ENCLOSURE ON H-FRAME TO BE REMOVED & SALVAGED
± 7'-6"
± 26'-5"
± 25'-6"
EXISTING EQUIPMENT PLAN


ALPHA SECTOR 0°
9'-0" TYP. ARRAY
3'-0" O.C. TYP.
GAMMA SECTOR 250°
BETA SECTOR 130°
KEYED NOTES:
1 (E) SPRINT PANEL ANTENNA TO BE REMOVED & SALVAGED, TYP. 2 PER SECTOR
2 (E) 65'-0" MONOPOLE TO BE REMOVED & SALVAGED
3 (E) REMOTE RADIO UNIT TO BE REMOVED & SALVAGED (TOTAL 9)
EXISTING ANTENNA LAYOUT
1
NEW TOWER ANTENNAS (TOTAL 6)
MANUFACTURER/ MODEL- 2 PER SECTOR
CCI TPA65R-KEBO (71.2"x21.0"x7.8", 63.2 LBS. WITHOUT MOUNTING BRACKET)
RFS APXVTSM14-ALU-120 (56.3"x12.6"x6.3", 56.2 LBS. WITHOUT MOUNTING BRACKET)
NEW TOWER EQUIPMENT (TOTAL 15)
MANUFACTURER/ MODEL- 5 RADIOS PER SECTOR
(2) ALCATEL LUCENT/ PCS 1900MHz 4x45W- 65MHz
(2) ALCATEL LUCENT RRH2X50-800
(1) ALCATEL LUCENT/ TD-RRH8X20-25
MANUFACTURER/ MODEL- 1 COMBINER PER SECTOR
RFS/ CELWAVE BC1900A-3
FEEDLINES
(1) 7/8" COAX RFS/ CELWAVE FLC 12-50J
(3) 1 1/4" HYBRID RFS/ CELWAVE HB114-1-08U4-M5J
ALPHA SECTOR 0°
9'-0" TYP. ARRAY
3'-0" O.C. TYP.
30°
120°
GAMMA SECTOR 250°
BETA SECTOR 130°
KEYED NOTES:
1 NEW MONOPOLE ON CAISSON FOUNDATION
2 NEW PANEL ANTENNAS (TYP. 2/SECTOR)
3 NEW T-ARM ASSEMBLY FOR ANTENNA MOUNT
4 NEW REMOTE RADIO UNIT
REFER TO STRUCTURAL DRAWINGS (BY OTHERS) FOR MONOPOLE & CAISSON FOUNDATION
NEW ANTENNA LAYOUT
2
PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2600 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500
CARRIER:
Sprint
ENGINEERING LICENSE:
ROBERT A. NYSTROM
C86713
CIVIL
STATE OF CALIFORNIA
DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF JACOBS ENGINEERING AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT FROM JACOBS ENGINEERING.
REVISIONS:
DESCRIPTION | DATE | BY | REV
BID CE | NOV. 26, 2018 | RU | 1
PLAN CHECK CORRECTIONS | MAY 17, 2019 | RU | 2
DRAWN BY: RU
CHECKED BY: RJC
APPROVED BY:
JACOBS PROJECT #: EUCC03C035
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831038, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
ANTENNA LAYOUT
SHEET NUMBER:
A-4


PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group Inc.
2600 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500
CARRIER:
Sprint
ENGINEERING LICENSE:
REGISTERED PROFESSIONAL ENGINEER
ROBERT A. KITTERMAN
C86713
CIVIL
STATE OF CALIFORNIA
DRAWING NOTICE:
REVISIONS:
DESCRIPTION
DATE
BY
REV
DRAWN BY:
CHECKED BY:
APPROVED BY:
JACOBS PROJECT #
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831038, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
EXISTING ELEVATIONS
SHEET NUMBER:
A-5
EXISTING NORTH ELEVATION
SCALE 1/4"=1'
EXISTING EAST ELEVATION
SCALE 1/4"=1'
TOP OF EXISTING MONOPOLE ELEV. 65'-0" A.G.L.
PANEL ANTENNA RAD CTR. ELEV. 62'-0" A.G.L.
(E) SPRINT PANEL ANTENNA TO BE REMOVED, TYP. 2 PER SECTOR
(E) REMOTE RADIO UNIT TO BE REMOVED (TOTAL 9)
(E) SPRINT MONOPOLE
(E) SPRINT MONOPOLE FOR SPRINT ANCHORAGE, REFER TO DETAIL 4
(E) SPRINT MOD EQUIPMENT CABINET TO BE REMOVED & RELOCATED
(E) SPRINT MOD EQUIPMENT CABINET TO BE REMOVED & RELOCATED
(E) SPRINT POWER CABINET TO BE REMOVED & RELOCATED
(E) SPRINT BATTERY CABINET TO BE REMOVED & RELOCATED
(E) SPRINT TELCO CABINET TO BE REMOVED & RELOCATED
(E) 8'-0" HIGH CHAIN-LINK FENCE WITH BARBED WIRE
(E) SPRINT 6'-0" HIGH CHAIN LINK FENCE TO BE REMOVED & SALVAGED
GROUND LEVEL ELEV. 0'-0"
(E) SPRINT EQUIPMENT CABINETS TO BE REMOVED AND RELOCATED


PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 04-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2630 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500
CARRIER:
Sprint
ENGINEERING LICENSE:
PROFESSIONAL ENGINEER
CHRISTOPHER A. STEVENS
C56713
CIVIL
STATE OF CALIFORNIA
DRAWING NOTICE:
REVISIONS:
DESCRIPTION
DATE
BY
REV
DRAWN BY:
CHECKED BY:
APPROVED BY:
JACOBS PROJECT #
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831038, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
ELEVATIONS
SHEET NUMBER:
A-6
TOP OF NEW MONOPOLE
ELEV. 65'-0" A.G.L.
PANEL ANTENNA RAD CTR.
ELEV. 62'-0" A.G.L.
NEW REMOTE RADIO UNIT (TYP. 5/SECTOR)
NEW PANEL ANTENNAS (TYP. 2/SECTOR)
NEW SPRINT MONOPOLE
(E) SPRINT MW EQUIPMENT CABINET RELOCATED
(E) SPRINT MW EQUIPMENT CABINET RELOCATED
(E) SPRINT POWER CABINET RELOCATED
(E) SPRINT BATTERY CABINET RELOCATED
(E) SPRINT TELCO CABINET RELOCATED
(E) 8'-0" HIGH CHAIN-LINK FENCE WITH BARBED WIRE
(N) 8'-0" HIGH CMU WALL ENCLOSURE
NEW CAISSON FOUNDATION
GROUND LEVEL
ELEV. 0'-0"
NEW NORTH ELEVATION
SCALE 1/4"=1'-0"
1
(E) SPRINT EQUIPMENT CABINETS RELOCATED
NEW EAST ELEVATION
SCALE 1/4"=1'-0"
2


PLANS PREPARED FOR:
CROWN CASTLE
PLANS PREPARED BY:
JACOBS
CARRIER:
Sprint
ENGINEERING LICENSE:
CA 29 CBB713
DRAWING NOTES:
REVISIONS:
DESCRIPTION
DATE
BY
REV
DRAWN BY:
CHECKED BY:
APPROVED BY:
JACOBS PROJECT #
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831038, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
DETAILS
SHEET NUMBER:
A-7
1 GATE DETAIL (JAMB)
2 UTILITY TRENCHING DETAIL
3 BASE PLATE DETAIL
4 TYPICAL CHAIN-LINK FENCE DETAIL
5 TYPICAL H-FRAME DETAIL
6 GPS ANTENNA MOUNT DETAIL
7 CENTRAL DISTRIBUTION PANEL (CDP) CABINET DETAIL

GENERAL

1. THE CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY ERRORS, OMISSIONS, OR DISCREPANCIES AS THEY MAY BE DISCOVERED IN THE PLANS, SPECIFICATIONS, & NOTES PRIOR TO STARTING CONSTRUCTION. INCLUDING BUT NOT LIMITED BY DEMOLITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY ERRORS, OMISSION, OR INCONSISTENCY AFTER THE START OF CONSTRUCTION WHICH HAS NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER & SHALL INCUR ANY EXPENSES TO RECTIFY THE SITUATION. THE METHOD OF CORRECTION SHALL BE APPROVED BY THE ARCHITECT/ENGINEER.

2. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR HAS THE RESPONSIBILITY TO LOCATE ALL EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, & TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR OR SUBCONTRACTOR SHALL BEAR THE EXPENSE OF REPAIRING OR REPLACING ANY DAMAGE TO THE UTILITIES CAUSED DURING THE EXECUTION OF THE WORK.

3. A COPY OF THE APPROVED PLANS SHALL BE KEPT IN A PLACE SPECIFIED BY THE GOVERNING AGENCY, & BY LAW SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE ALL CONSTRUCTION SETS REFLECT THE SAME INFORMATION AS THE APPROVED PLANS. THE CONTRACTOR SHALL ALSO MAINTAIN ONE SET OF PLANS AT THE SITE FOR THE PURPOSE OF DOCUMENTING ALL AS-BUILT CHANGES, REVISIONS, ADDENDUM'S, OR CHANGE ORDERS. THE CONTRACTOR SHALL FORWARD THE AS-BUILT DRAWINGS TO THE ARCHITECT/ENGINEER AT THE CONCLUSION OF THE PROJECT.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE FROM START OF PROJECT TO COMPLETION OF PROJECT.

5. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE TEMPORARY POWER, WATER, & TOILET FACILITIES.

6. ALL CONSTRUCTION THROUGH THE PROJECT SHALL CONFORM TO THE 2016 CBC & ALL THE OTHER LATEST GOVERNING CODES.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL SAFETY PRECAUTIONS & REGULATIONS DURING THE WORK. THE ENGINEER WILL NOT ADVISE ON NOR PROVIDE DIRECTION AS TO SAFETY PRECAUTIONS & PROGRAMS.

8. THE CONTRACTOR SHALL SUPERVISE & COORDINATE ALL WORK, USING HIS PROFESSIONAL KNOWLEDGE & SKILLS. HE IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES & SEQUENCING & COORDINATING ALL PORTIONS OF THE WORK.

9. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN & PAY FOR ALL PERMITS, LICENSES & INSPECTIONS WITH RESPECT TO THE WORK TO COMPLETE THE PROJECT. BUILDING PERMIT APPLICATIONS SHALL BE FILED BY THE OWNER OR HIS REPRESENTATIVE. CONTRACTOR SHALL OBTAIN THE PERMIT & MAKE FINAL PAYMENT OF SAID DOCUMENT.

10. ALL DIMENSIONS TAKE PRECEDENCE OVER SCALE UNLESS NOTED OTHERWISE.

11. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, HANGERS OR SUPPORTS FOR INSTALLATION OF ITEMS INDICATED ON THE DRAWINGS.

12. THE CONTRACTOR SHALL PROVIDE THE FIRE MARSHALL APPROVED MATERIALS TO FILL/SEAL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES.

13. (N) CONSTRUCTION ADDED TO EXISTING CONSTRUCTION SHALL BE MATCHED IN FORM, TEXTURE, MATERIAL & PAINT COLOR UNLESS NOTED OTHERWISE IN THE PLANS.

14. WHERE SPECIFIED, MATERIALS TESTING SHALL BE TO THE LATEST STANDARDS AVAILABLE AS REQUIRED BY THE LOCAL GOVERNING AGENCY RESPONSIBLE FOR RECORDING THE RESULTS.

15. ALL GENERAL NOTES & STANDARD DETAILS ARE THE MINIMUM REQUIREMENTS TO BE USED IN CONDITIONS WHICH ARE NOT SPECIFICALLY SHOWN OTHERWISE.

16. ALL DEBRIS & REFUSE IS TO BE REMOVED FROM THE PROJECT DAILY. PREMISES SHALL BE LEFT IN A CLEAN BROOM FINISHED CONDITION AT ALL TIMES.

17. ALL SYMBOLS & ABBREVIATIONS ARE CONSIDERED CONSTRUCTION INDUSTRY STANDARDS. IF A CONTRACTOR HAS A QUESTION REGARDING THEIR EXACT MEANING THE ARCHITECT/ENGINEER SHALL BE NOTIFIED FOR CLARIFICATIONS.

18. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE METHODS, TECHNIQUES & SEQUENCES OR PROCEDURES TO PERFORM THE WORK. THE SUPERVISION OF THE WORK IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

19. CONTRACTORS SHALL VISIT THE SITE PRIOR TO BID TO ASCERTAIN CONDITIONS WHICH MAY ADVERSELY AFFECT THE WORK OR COST THEREOF.

20. THE CONTRACTOR SHALL FIELD VERIFY THE DIMENSION, ELEVATION, ETC. NECESSARY FOR THE PROPER CONSTRUCTION & ALIGNMENT OF THE (N) PORTION OF THE WORK TO THE EXISTING WORK. THE CONTRACTOR SHALL MAKE ALL MEASUREMENTS NECESSARY FOR FABRICATION & ERECTION OF STRUCTURAL MEMBERS. ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.

21. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, & OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, & WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.

22. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC & OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED & SHALL BE CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF THE ENGINEER.

23. NO CHANGES ARE TO BE MADE TO THESE PLANS WITHOUT THE KNOWLEDGE & WRITTEN CONSENT OF THE ARCHITECT/ENGINEER. UNAUTHORIZED CHANGES RENDER THESE DRAWINGS VOID.

24. ANY REFERENCE TO THE WORDS APPROVED, OR APPROVAL IN THESE DOCUMENTS SHALL BE HERE DEFINED TO MEAN GENERAL ACCEPTANCE OR REVIEW & SHALL NOT RELIEVE THE CONTRACTOR &/OR HIS SUB-CONTRACTORS OF ANY LIABILITY IN FURNISHING THE REQUIRED MATERIALS OR LABOR SPECIFIED.

25. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT, & TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONJUNCTION WITH THE EXECUTION OF THIS WORK. GENERAL CONTRACTOR SHALL NOTIFY THE ENGINEER & ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES FOUND WITHIN THE CONTRACT DOCUMENTS, PRIOR TO STARTING WORK.

SITE PREPARATION

PART 1 – GENERAL

CLEARING, GRUBBING, STRIPPING, EROSION CONTROL SURVEY, LAYOUT, SUBGRADE PREPARATION AND FINISH GRADING AS REQUIRED TO COMPLETE THE NEW WORK SHOWN IN THESE PLANS.

1.1 REFERENCES:

A. DOT (STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION-CURRENT EDITION).

B. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS).

C. OSHA (OCCUPATION SAFETY AND HEALTH ADMINISTRATION).

1.2 INSPECTION AND TESTING:

A. ROUTINE TESTING OF EARTHWORK COMPACTION AND CONCRETE CYLINDERS SHALL BE PERFORMED BY SUBCONTRACTORS INDEPENDENT TESTING LAB. THIS WORK TO BE COORDINATED BY THE SUBCONTRACTOR.

B. ALL WORK SHALL BE INSPECTED AND RELEASED BY THE GENERAL CONTRACTOR WHO SHALL CARRY OUT THE GENERAL INSPECTION OF THE WORK WITH SPECIFIC CONCERN TO PROPER PERFORMANCE OF THE WORK AS SPECIFIED AND/OR CALLED FOR ON THE DRAWINGS. IT IS THE SUBCONTRACTOR'S RESPONSIBILITY TO REQUEST TIMELY INSPECTIONS PRIOR TO PROCEEDING WITH FURTHER WORK THAT WOULD MAKE PARTS OF WORK INACCESSIBLE OR DIFFICULT TO INSPECT.

1.3 SITE MAINTENANCE AND PROTECTION:

A. PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF WORK UNTIL COMPLETION OF THE SUBCONTRACT.

B. AVOID DAMAGE TO THE SITE AND TO EXISTING FACILITIES, STRUCTURES, TREES, AND SHRUBS DESIGNATED TO REMAIN. TAKE PROTECTIVE MEASURES TO PREVENT EXISTING FACILITIES THAT ARE NOT DESIGNATED FOR REMOVAL FROM BEING DAMAGED BY THE WORK.

C. KEEP SITE FREE OF ALL PONDING WATER.

D. PROVIDE EROSION CONTROL MEASURES IN ACCORDANCE WITH STATE DOT AND EPA REQUIREMENTS.

E. PROVIDE AND MAINTAIN ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT AGAINST THEFT FROM PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. REMOVE ALL SUCH ITEMS ON COMPLETION OF THE WORK.

F. EXISTING UTILITIES: DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED BY THE OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE ENGINEER AND THEN ONLY AFTER ACCEPTABLE TEMPORARY UTILITY SERVICES HAVE BEEN PROVIDED.

1. PROVIDE A MINIMUM 48-HOUR NOTICE TO THE ENGINEER AND RECEIVE WRITTEN NOTICE TO PROCEED BEFORE INTERRUPTING ANY UTILITY SERVICE.

PART 2 – PRODUCTS

2.1 SUITABLE BACKFILL: ASTM D2321 (CLASS I, II, III OR IVA) FREE FROM FROZEN LUMPS, REFUSE, STONES OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL.

2.2 NON-POROUS GRANULAR EMBANKMENT AND BACKFILL: ASTM D2321 (CLASS II, IVA OR IVB) COARSE AGGREGATE, FREE FROM FROZEN LUMPS, REFUSE, STONES OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL.

2.3 POROUS GRANULAR EMBANKMENT AND BACKFILL: ASTM D2321 (CLASS IA, IB OR II) COARSE AGGREGATE FREE FROM FROZEN LUMPS, REFUSE, STONES OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL.

2.4 SELECT STRUCTURAL FILL: GRANULAR FILL MATERIAL MEETING THE REQUIREMENTS OF ASTM D350-95. FOR USE AROUND AND UNDER STRUCTURES WHERE STRUCTURAL FILL MATERIAL ARE REQUIRED.

2.5 GRANULAR BEDDING AND TRENCH BACKFILL: WELL-GRADED SAND MEETING THE GRADATION REQUIREMENTS OF ASTM D2487 (SE OR SW-SM).

2.6 COARSE AGGREGATE FOR ACCESS ROAD SUBBASE COURSE SHALL CONFORM TO ASTM D2940.

2.7 UNSUITABLE MATERIAL: HIGH AND MODERATELY PLASTIC SILTS AND CLAYS (LL>50). MATERIAL CONTAINING REFUSE, FROZEN LUMPS, DESIGNATED HAZARDOUS MATERIAL, HAZARDOUS WASTES, WOOD, STONES IN EXCESS OF 3 INCHES IN ANY DIMENSION, AND DEBRIS AS DETERMINED BY THE CONSTRUCTION MANAGER. TYPICAL THESE WILL BE SOILS CLASSIFIED BY ASTM AS PT, MH, CH, OH, ML, AND OL.

2.8 GEOTEXTILE FABRIC: MIRAFI 500X OR APPROVED EQUAL

2.9 PLASTIC WARNING TAPE: SHALL BE ACID AND ALKALI RESISTANT POLYETHYLENE FILM SPECIFICALLY MANUFACTURED FOR WARNING AND LOCATING UNDERGROUND UTILITIES, 6 INCHES WIDE WITH A MINIMUM THICKNESS OF 0.004 INCH. TAPE SHALL HAVE MINIMUM STRENGTH OF 1500 PSI IN BOTH DIRECTIONS AND MANUFACTURED WITH INTERNAL CONDUCTORS, FOIL BACKING OR OTHER MEANS TO ENABLE DETECTION BY A METAL DETECTION WHEN BURIED UP TO 3 FEET DEEP. THE METALLIC CORE OF THE TAPE SHALL BE ENCASED IN A PROTECTIVE JACKET OR PROVIDED WITH OTHER MEANS TO PROTECT IT FROM CORROSION. TAPE COLOR SHALL BE RED FOR ELECTRIC UTILITIES AND ORANGE FOR TELECOMMUNICATION UTILITIES.

PART 3 – EXECUTION

3.1 GENERAL:

A. BEFORE STARTING GENERAL SITE PREPARATION ACTIVITIES, INSTALL EROSION AND SEDIMENT CONTROL MEASURES. THE WORK AREA SHALL BE CONSTRUCTED AND MAINTAINED IN SUCH CONDITION THAT IN THE EVENT OF RAIN THE SITE WILL BE DRAINED AT ANY TIME.

B. BEFORE ALL SURVEY, LAYOUT, STAKING, AND MARKING, ESTABLISH AND MAINTAIN ALL LINES, GRADES, ELEVATIONS AND BENCHMARKS NEEDED FOR EXECUTION OF THE WORK.

C. CLEAR AND GRUB THE AREA WITHIN THE LIMITS OF THE SITE. REMOVE TREES, BRUSH, STUMPS, RUBBISH AND OTHER DEBRIS AND VEGETATION RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE SITE AND TO BE CLEARED.

1. REMOVE THE FOLLOWING MATERIALS TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE ORIGINAL GROUND SURFACE: ROOTS, STUMPS, AND OTHER DEMEL BRUSH, AND REFUSE EMBEDDED IN OR PROTRUDING THROUGH THE GROUND SURFACE. MAKE USE OR PLOW THE AREA TO A DEPTH OF NO LESS THAN 6 INCHES, AND REMOVE TO A DEPTH OF 12 INCHES ALL ROOTS AND OTHER DEBRIS THEREBY EXPOSED.

2. REMOVE TOPSOIL MATERIAL COMPLETELY FROM THE SURFACE UNTIL THE SOIL NO LONGER MEETS THE DEFINITION OF TOPSOIL. AVOID MIXING TOPSOIL WITH SUBSOIL OR OTHER UNDESIRABLE MATERIALS.

3. EXCEPT WHERE EXCAVATION TO GREATER DEPTH IS INDICATED, FILL DEPRESSIONS RESULTING FROM CLEARING, GRUBBING AND DEMOLITION WORK COMPLETELY WITH SUITABLE FILL.

A. REMOVE FROM THE SITE AND DISPOSE IN AN AUTHORIZED LANDFILL ALL DEBRIS RESULTING FROM CLEARING AND GRUBBING OPERATIONS. BURNING WILL NOT BE PERMITTED.

B. PRIOR TO EXCAVATING, THOROUGHLY EXAMINE THE AREA TO BE EXCAVATED AND/OR TRENCHED TO VERIFY THE LOCATIONS OF FEATURES INDICATED ON THE DRAWINGS AND TO ASCERTAIN THE EXISTENCE AND LOCATION OF ANY STRUCTURE, UNDERGROUND STRUCTURE, OR OTHER ITEM NOT SHOWN THAT MIGHT INTERFERE WITH THE NEW CONSTRUCTION. NOTIFY THE CONSTRUCTION MANAGER OF ANY OBSTRUCTIONS THAT WILL PREVENT ACCOMPLISHMENT OF THE WORK AS INDICATED ON THE DRAWINGS.

C. SEPARATE AND STOCK PILE ALL EXCAVATED MATERIALS SUITABLE FOR BACKFILL. ALL EXCESS EXCAVATED AND UNSUITABLE MATERIALS SHALL BE DISPOSED OF OFF-SITE IN A LEGAL MANNER.

3.2 BACKFILL:

A. AS SOON AS PRACTICAL, AFTER COMPLETING CONSTRUCTION OF THE RELATED STRUCTURE, INCLUDING EXPIRATION OF THE SPECIFIED MINIMUM CURING PERIOD FOR CAST-IN-PLACE CONCRETE, BACKFILL THE EXCAVATION WITH APPROVED MATERIAL TO RESTORE THE REQUIRED FINISHED GRADE.

1. PRIOR TO PLACING BACKFILL AROUND STRUCTURES, ALL FORMS SHALL BE REMOVED AND THE EXCAVATION CLEANED OF ALL TRASH, DEBRIS, AND UNSUITABLE MATERIALS.

2. BACKFILL BY PLACING AND COMPACTING SUITABLE BACKFILL MATERIAL OR SELECT GRANULAR BACKFILL MATERIAL WHEN REQUIRED IN UNIFORM HORIZONTAL LAYERS OF NO GREATER THAN 8-INCHES LOOSE THICKNESS AND COMPACTED. WHERE HAND OPERATED COMPACTORS ARE USED, THE FILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 4 INCHES IN LOOSE DEPTH AND COMPACTED.

3. WHENEVER THE DENSITY TESTING INDICATES THAT THE CONTRACTOR HAS NOT OBTAINED THE SPECIFIED DENSITY, THE SUCCEEDING LAYER SHALL NOT BE PLACED UNTIL THE SPECIFICATION REQUIREMENTS ARE MET UNLESS OTHERWISE AUTHORIZED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL TAKE WHATEVER APPROPRIATE ACTION IS NECESSARY, SUCH AS DISKING AND DRYING, ADDING WATER, OR INCREASING THE COMPACTIVE EFFORT TO MEET THE MINIMUM COMPACTION REQUIREMENTS.

B. THOROUGHLY COMPACT EACH LAYER OF BACKFILL TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE MODIFIED PROCTOR TEST, ASTM D 698.

DESIGN CRITERIA

CALIFORNIA BUILDING CODE 2016 EDITION.

1. SEISMIC CRITERIA:
   Ss =1.500g Fa =1.0 Sds =1.000g
   S1 =0.550g Fv =1.5 Sd1 =0.550g
   SEISMIC DESIGN CATEGORY = D
   IMPORTANCE FACTORS I =1.00
   RISK CATEGORY I
   SITE CLASS= D

2. WIND LOADS
   IMPORTANCE FACTOR I = 1.00
   BASIC WIND SPEED 115 mph
   EXPOSURE C

3. SOIL PARAMETERS PER GEOTECH REPORT BY EARTH SYSTEMS CONSULTANTS, PROJECT NO. SS-21590-V1
   CCI DOC ID # 1565548

CONCRETE

1. ALL POURED-IN-PLACE CONCRETE SHALL HAVE AN ULTIMATE COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE. CEMENT TO BE TYPE II FROM TESTED STOCK PER ASTM C-150.
2. CONCRETE FORM TOLERANCES SHALL BE WITHIN THE STANDARDS SET BY THE AMERICAN CONCRETE INSTITUTE.
3. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS AND OTHER INSERTS SHALL BE SECURED IN POSITION AND INSPECTED BY THE LOCAL BUILDING DEPARTMENT INSPECTOR PRIOR TO THE POURING OF ANY CONCRETE.
4. NO PIPES OR DUCTS SHALL BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED. REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR LOCATIONS.
5. FORM EXPOSED CORNERS OF COLUMNS, BEAMS, WALLS, ETC. WITH 1/2 INCH CHAMFERS UNLESS DETAILED OTHERWISE.
6. PROVIDE LIGHT BROOM FINISH ON ALL EXPOSED CONCRETE UNLESS NOTED OTHERWISE.

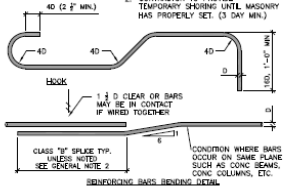
PRIOR TO REQUESTING A FOUNDATION INSPECTION, THE SOILS ENGINEER SHALL ADVISE THE BUILDING OFFICIAL IN WRITING THAT: 1) THE BUILDING PAD WAS PREPARED IN ACCORDANCE WITH THE SOILS REPORT 2) THE UTILITY TRENCHES HAVE BEEN PROPERLY BACKFILLED & COMPACTED 3) THE FOUNDATION EXCAVATIONS COMPLY WITH THE INTENT OF THE SOILS REPORT.

REINFORCING STEEL

ALL REINFORCING STEEL SHALL BE NEW DEFORMED BARS CONFORMING TO ASTM A-615 GRADE 60. LAP REINFORCING STEEL AT SPLICES TO THE FOLLOWING MINIMUM LENGTHS UNLESS NOTED OTHERWISE:

#3 AND #4	2'-0"	#8	5'-3"
#5	2'-7"	#9	6'-8"
#6	3'-0"	#10	8'-5"
#7	4'-1"	#11	10'-5"

NOTES:
1. PROVIDE 6" MIN. BEARING EACH END.
2. CONTRACTOR TO PROVIDE TEMPORARY SHORING UNTIL MASONRY HAS PROPERLY SET. (3 DAY MIN.)



REINFORCING BARS BENDING DETAIL

PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC

PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2600 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500

CARRIER:
Sprint

ENGINEERING LICENSE:
REGISTERED PROFESSIONAL ENGINEER ROBERT A. KITTERMAN C86713 CIVIL STATE OF CALIFORNIA

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF JACOBS ENGINEERING AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT FROM JACOBS ENGINEERING.

REVISIONS:

DESCRIPTION	DATE	BY	REV
90% CD	NOV. 26, 2018	RU	1
PLAN CHECK CORRECTIONS	MAY 17, 2019	RU	2

DRAWN BY:	RU
CHECKED BY:	RK
APPROVED BY:	
JACOBS PROJECT #	EUCC03C03

SITE NAME:
ARROWHEAD

SITE BU NUMBERS:
879004, 831038, OG03XC045

SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867

SHEET DESCRIPTION:
STRUCTURAL NOTES

SHEET NUMBER:
S-1

FOUNDATION NOTES:

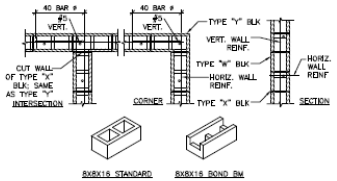
1. ALL COLUMN FOOTINGS SHALL BE CENTERED ON THE COLUMN CENTERLINES, U.N.O.
2. THE CONTRACTOR SHALL PROVIDE ALL DEWATERING AS REQUIRED DURING THE EXCAVATION AND CONSTRUCTION OF THE FOUNDATION WORK INCLUDING PREVENTIVE MEASURES RELATED TO EXCAVATION STABILITY, SEE SOILS REPORT FOR ADDITIONAL INFORMATION
3. ALL EXISTING UNDERGROUND UTILITIES IN THE AREA OF THE NEW CONSTRUCTION SHALL BE RELOCATED UNLESS OTHERWISE NOTED ON THE DRAWINGS BEFORE ANY NEW FOUNDATION WORK IS STARTED. EXISTING SITE ELEMENTS AND UTILITIES, MANHOLES, CATCH BASINS, ETC. ADJACENT TO NEW CONSTRUCTION EXCAVATIONS SHALL BE PROTECTED BY SHEETING AND/OR SHORING. THIS PROTECTION SHALL BE PROVIDED AND DESIGNED BY THE CONTRACTOR AND HIS REGISTERED PROFESSIONAL ENGINEER, LICENSED IN THE STATE OF CALIFORNIA, WHO SHALL BE TOTALLY RESPONSIBLE FOR ITS DESIGN AND INSTALLATION.
4. THE CONTRACTOR SHALL COORDINATE ALL FOUNDATION WORK WITH ALL UNDERGROUND UTILITIES. ALL NEW UNDERGROUND UTILITIES OR PIPES SHALL NOT BE PLACED BELOW FOOTINGS. IF ANY SUCH CONDITION OCCURS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND DROP THE BOTTOM OF FOOTING TO CLEAR THE PIPE AT NO ADDITIONAL COST TO THE OWNER.
5. ALL UNDERGROUND UTILITIES, SITE ELEMENTS, MANHOLES, CATCH BASINS, ETC. ADJACENT TO NEW CONSTRUCTION EXCAVATIONS SHALL BE PROTECTED BY SHEETING AND/OR SHORING. THIS PROTECTION SHALL BE PROVIDED BY THE CONTRACTOR WHO SHALL BE TOTALLY RESPONSIBLE FOR ITS DESIGN AND INSTALLATION.
6. CONTRACTOR SHALL COORDINATE ALL FOUNDATION WORK WITH ALL UNDERGROUND UTILITIES. EXTREME CARE SHALL BE TAKEN DURING EXCAVATION AND CONSTRUCTION OF NEW FOUNDATION WORK SO AS NOT TO DISTURB THE EXISTING CONSTRUCTION AND UTILITIES.
7. BACKFILL AGAINST WALLS SHALL FOLLOW THE CRITERIA NOTED. AS A MINIMUM, WALLS MUST HAVE REACHED THEIR 28 DAY DESIGN STRENGTH OR BE IN PLACE 14 DAYS, WHICHEVER IS LONGER. FOR EXTERIOR AND INTERIOR BASEMENT WALLS, BACKFILL SHALL BE PLACED EVENLY ON BOTH SIDES TO THE FLOOR SUBGRADE LEVEL. EQUIPMENT USED TO COMPACT THE BACKFILL WILL BE SUCH AS TO LIMIT PRESSURES ON THE WALLS TO THE DESIGN VALUES AND TO BE REVIEWED AND ACCEPTED BY THE OWNER'S GEOTECHNICAL ENGINEER.
8. WHERE THE EXCAVATION FOR SERVICE LINE TRENCHES IS LOWER THAN AND CLOSER THAN A 1.5H:1V SLOPE TO THE BOTTOM OF A NEW OR EXISTING COLUMN OR WALL FOOTING, BACKFILL THE EXCAVATION WITH LEAN MIX CONCRETE. TOP OF FILL TO BE ON A 1.5H:1V SLOPE FROM BOTTOM OF ADJACENT FOUNDATIONS.
9. ALL FOUNDATION EXCAVATION MUST BE OBSERVED AND APPROVED BY THE PROJECT ENGINEERING GEOLOGIST AND/OR PROJECT GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF REINFORCING STEEL.

MASONRY NOTES

1. CONTINUOUS INSPECTION FOR ALL MASONRY WORK IS REQUIRED, U.N.O.
2. ALL MASONRY WORK SHALL CONFORM TO THE FOLLOWING MINIMUM REQUIREMENTS, U.N.O.:

	ASTM SPECIFICATION	28-DAY COMPRESSIVE STRENGTH (MIN.)
MASONRY UNIT	C-90, GRADE N	2000 PSI
MORTAR	C-270, TYPE S	1800 PSI
GROUT	C-476	2000 PSI
NET MASONRY DESIGN STRENGTH		1500 PSI

3. CONCRETE MASONRY UNITS (CMU) SHALL BE MEDIUM WEIGHT (115 PCF) WITH MAXIMUM LINEAR SHRINKAGE OF 0.05%.
4. MORTAR SHALL SATISFY THE REQUIREMENTS OF THE 2016 CBC, TABLE 2105.2.2.1.2.
5. AGGREGATE FOR MORTAR SHALL CONFORM TO ASTM C144.
6. SAND USED AS AGGREGATE FOR MORTAR OR GROUT SHALL BE CLEAN, SHARP, WELL GRADED, AND FREE FROM ANY AMOUNTS OF DUST, LUMPS, SHALE, ALKALI OR ORGANIC MATERIAL.



8RBX16 STANDARD 8RBX16 BOND BM

7. GROUT SHALL BE COMPOSED OF THE FOLLOWING RATIO BY VOLUME: 1-PART PORTLAND CEMENT, 3-PARTS SAND, 2-PARTS PEA GRAVEL, AND SUFFICIENT WATER FOR POURING WITHOUT SEGREGATION OF GROUT CONSTITUENTS. THE WATER CONTENT EXPRESSED ON A SATURATED SURFACE-DRY BASIS SHALL NOT EXCEED 0.7 TIMES THE WEIGHT OF CEMENT. ADMIXTURE SHALL BE SIKA GROUT AID TYPE II.
8. GROUT ALL CELLS SOLID. GROUT LIFTS SHALL NOT EXCEED 4'-0"
9. LOW-LIFT GROUTED CONSTRUCTION SHALL COMPLY WITH 2016 CBC SECTION 2104. FOR LOW LIFT GROUTED CONSTRUCTION, MAXIMUM GROUT POUR HEIGHT SHALL BE 4 FEET. CONTINUOUS INSPECTION SHALL BE PROVIDED IN CONFORMANCE WITH THE REQUIREMENTS OF CBC 2016 TABLE 1704.5.1.

   A) CLEANOUTS ARE NOT REQUIRED FOR LOW-LIFT GROUTING, HOWEVER, CLEAN CELLS AND BOND BEAMS OF MORTAR PROTRUDING AND DEBRIS BEFORE GROUTING

   B) REINFORCEMENT SHALL BE SECURED AGAINST DISPLACEMENT PRIOR TO GROUTING USING SIRE POSITIONERS (OR SUITABLE DEVISES) AT INTERVALS NOT EXCEEDING 200 BAR DIAMETERS.

   C) ALL CELLS AND SPACES CONTAINING REINFORCEMENT SHALL BE FILLED WITH GROUT.

   D) IF WORK IS STOPPED FOR ONE HOUR OR LONGER, PROVIDE A HORIZONTAL CONSTRUCTION JOINT BY STOPPING THE GROUT 1-1/2" BELOW THE TOP OF THE UPPERMOST UNIT.
10. ALL GROUT SHALL BE CONSOLIDATED WITH A MECHANICAL VIBRATOR.
11. ALL REINFORCING SHALL BE ASTM A615 GRADE 60, U.N.O.
12. CENTER VERTICAL REINFORCING IN WALL, U.N.O.
13. ALL HORIZONTAL REINFORCEMENT SHALL BE PLACED IN BOND BEAM OR LINTEL BEAM UNITS. ALL BOND BEAM BLOCK SHALL BE "DEEP CUT" UNITS.
14. CELLS SHALL BE IN VERTICAL ALIGNMENT. DOWELS IN FOOTINGS SHALL BE SET TO ALIGN WITH CORES CONTAINING REINFORCING STEEL.
15. GROUT COVER CLEARANCE BETWEEN MAIN REINFORCING AND INSIDE FACE OF MASONRY UNIT SHALL BE ONE BAR DIAMETER, OR 1" MINIMUM. CLEARANCE BETWEEN PARALLEL BARS SHALL BE ONE BAR DIAMETER, OR 1" MINIMUM.
16. GROUT COVER CLEARANCE BETWEEN EMBEDDED BOLTS AND STUDS AND INSIDE FACE OF MASONRY UNIT SHALL BE ONE DIAMETER, OR 1" MINIMUM. WHEN AN EMBEDED ANCHOR BOLT OR STUD IS ATTACHED TO MASONRY THROUGH THE FACE SHELL, PROVIDE A CORED HOLE (MINIMUM HOLE DIAMETER SHALL BE EQUAL TO THE DIAMETER OF THE ANCHOR BOLT/STUD PLUS 2").
17. REQUIREMENTS FOR CEMENT SHALL BE AS SPECIFIED FOR CONCRETE
18. NO PIPES OR DUCTS SHALL BE PLACED IN THE MASONRY WALL, U.N.O.
19. ALL MASONRY WALLS SUPPORTING GRAVITY LOADS SHALL BE ADEQUATELY BRACED UNTIL ROOF OR OTHER GRAVITY LOAD CARRYING STRUCTURE IS COMPLETELY ERECTED.
20. PIERS, WHICH ARE 4'-0" OR LESS IN LENGTH, SHALL BE GROUTED AT A MAXIMUM OF 4'-0" LIFT HEIGHT. CONTROL JOINTS SHALL BE PROVIDED AT A MAXIMUM 24'-0" O.C. ON PLANS/ELEVATIONS, U.N.O. LONGER DISTANCE OF UP TO 40'-0" ARE ALLOWED ONLY IF THE MASONRY WORK IS TESTED AND IN COMPLIANCE WITH ASTM C426 WITH A LINEAR SHRINKAGE OF 0.065% OR LESS.
21. REFER TO ARCHITECTURAL DRAWINGS FOR SURFACE AND HEIGHT OF UNITS, LAYING PATTERN, AND JOINT TYPE. THE THICKNESS OF BED JOINTS SHALL NOT EXCEED 5/8".
22. QUALITY ASSURANCE MEASURES SHALL COMPLY WITH 2016 CBC SECTION 2105.

    A) FIVE MASONRY PRISM TESTS SHALL BE BUILT AND TESTED PRIOR TO CONSTRUCTION. TRANSPORTING, PREPARATION AND TESTING OF PRISMS SHALL BE IN ACCORDANCE WITH ASTM C1314.

    B) THREE MASONRY PRISM TESTS (PER 5000 SQ. FT. OF FLOOR AREA, 3 MIN.) SHALL BE BUILT AND TESTED DURING CONSTRUCTION WHEN FULL STRESSES ARE USED IN DESIGN.
23. SAMPLING AND TESTING OF MASONRY UNITS SHALL CONFORM TO ASTM C140.
24. ALL CONCRETE BLOCK SHALL BE LAID IN RUNNING BOND PATTERN. WHERE STACK BOND PATTERN IS USED, PROVIDE DOUBLE WHEN-END UNITS.

POST-INSTALLED ANCHORS IN CONCRETE

1. GENERAL REQUIREMENTS FOR ANCHORS IN CONCRETE:
   - WHEN INSTALLING DRILLED-IN ANCHORS AND/OR POWER ACTUATED FASTENERS IN EXISTING NON-PRESTRESSED REINFORCED CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS. WHEN INSTALLING THEM INTO EXISTING PRESTRESSED CONCRETE (PRE- OR POST-TENSIONED), LOCATE THE PRESTRESSED TENDONS BY USING A NON-DESTRUCTIVE METHOD PRIOR TO INSTALLATION. EXERCISE EXTREME CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE TENDONS DURING INSTALLATION. MAINTAIN A MINIMUM CLEARANCE OF ONE INCH BETWEEN THE REINFORCEMENT AND THE DRILLED-IN ANCHOR AND/OR POWER ACTUATED FASTENER.
   - LOCATE REINFORCEMENT AND CONFIRM FINAL ANCHOR LOCATIONS PRIOR TO FABRICATING PLATES, MEMBERS, OR OTHER STEEL ASSEMBLIES ATTACHED WITH ANCHORS.
   - THREADED ROD OR REINFORCEMENT EPOXY ADHESIVE ANCHORS SHALL BE STRAIGHT, AND FREE OF MILL SCALE, RUST, MUD, OIL, AND OTHER COATINGS THAT MAY IMPAIR THE BOND WITH ADHESIVE.
   - REINFORCING BARS MUST NOT BE BENT AFTERINSTALLATION, EXCEPT AS SET FORTH IN ACI 318, SECTION 7.3.2, WITH THE ADDITIONAL CONDITION: THAT THE REINFORCING BARS MUST BE BENT COLD, AND HEATING OF REINFORCING BARS TO FACILITATE FIELD BENDING IS STRICTLY PROHIBITED.
2. ANCHOR REQUIREMENTS:
   ALL FIELD INSTALLED MECHANICAL ANCHORS SHALL BE FURNISHED AS FOLLOWS, U.N.O.:
   - WEDGE EXPANSION ANCHORS: HILTI KB-TZ ICC-ESR 1917.
   - HILTI-KWIK BOLT 3 MASONRY ANCHORS ICC-ESR 1385

SPECIAL INSPECTION NOTES

1. SPECIAL INSPECTIONS ARE REQUIRED IN ACCORDANCE WITH CBC 2016, INCLUDING, BUT NOT LIMITED TO:

1A. INSPECTION OF EARTHWORK

1B. INSPECTION OF CAST IN PLACE CONCRETE/REINFORCEMENT

1C. INSPECTION OF POST-INSTALLED CONCRETE EXPANSION ANCHORS: SIZE, EMBEDMENT & LOCATION SHALL BE AS SHOWN ON THE DRAWINGS. ANCHORS SHALL CONFORM TO THE FOLLOWING MINIMUM REQUIREMENTS: HILTI KB-TZ PER ICC ESR-1917 (LARR 25701).

1D. INSPECTION OF REBAR OR THREADED ROD ADHESIVE ANCHORS IN CONCRETE: SIZE, EMBEDMENT & LOCATION SHALL BE AS SHOWN ON THE DRAWINGS, AND SHALL CONFORM TO THE FOLLOWING MINIMUM REQUIREMENTS: HILTI HIT-HE SD-500 PER ICC ESR-2322 (LARR 25700) & HILTI HIT HY 150 MAX PER ICC ESR-3013 (LARR 25881)

1E. INSPECTION OF REBAR OR THREADED ROD ADHESIVE ANCHORS IN MASONRY: SIZE, EMBEDMENT & LOCATION SHALL BE AS SHOWN ON THE DRAWINGS, AND SHALL CONFORM TO THE FOLLOWING MINIMUM REQUIREMENTS: HILTI HIT HY 150 MAX PER ICC ESR-1916 (LARR 25652M)

2. SEE SPECIFICATION SECTION 01 41 00 FOR ADDITIONAL INSPECTION REQUIREMENTS, INCLUDING INSPECTION PROGRAM REQUIRED PER CBC 2016 CHAPTER 17

TESTS & INSPECTIONS:

INSPECTIONS:

- ALL CONSTRUCTION IS SUBJECT TO INSPECTION BY THE BUILDING OFFICIAL IN ACCORDANCE WITH 2016 CBC THE CONTRACTOR SHALL COORDINATE ALL REQUIRED INSPECTIONS WITH THE BUILDING OFFICIAL.

INSPECTION SUBMITTALS:

- SUBMIT COPIES OF ALL INSPECTION REPORTS TO THE ARCHITECT/ENGINEER FOR REVIEW.

STRUCTURAL OBSERVATION:

- STRUCTURAL OBSERVATION SHALL BE PROVIDED IN ACCORDANCE WITH 2016 CBC IF REQUIRED BY THE BUILDING OFFICIAL. THE OWNER SHALL EMPLOY A REGISTERED DESIGN PROFESSIONAL TO PERFORM STRUCTURAL OBSERVATIONS AS DEFINED IN THE 2016 CBC. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER/ARCHITECT/ENGINEER TO SCHEDULE FOR STRUCTURAL OBSERVATION.

SPECIAL INSPECTIONS REQUIREMENTS:

- THIS SECTION APPLIES TO THE STRUCTURAL PORTIONS OF THE PROJECT REQUIRING SPECIAL INSPECTION. REFER TO 2016 CBC FOR SPECIAL INSPECTOR'S DUTIES.
- ALL TESTS & INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT TESTING & INSPECTION AGENCY EMPLOYED BY THE OWNER OR ARCHITECT & NOT THE CONTRACTOR PER 2016 CBC.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SCHEDULE TO THE TEST & INSPECTION FIRM TO FACILITATE THE PROPER COORDINATION OF WORK.

PORTIONS OF WORK REQUIRING SPECIAL INSPECTION:

CONCRETE:

1. CONTINUOUS INSPECTION IS REQUIRED FOR ALL STRUCTURAL CONCRETE (EXCEPT FOUNDATION CONCRETE WITH 2500 PSI OR LESS).
2. PRIOR TO REQUESTING A FOUNDATION INSPECTION, THE SOILS ENGINEER SHALL ADVISE THE BUILDING OFFICIAL IN WRITING THAT: 1) THE BUILDING PAD WAS PREPARED IN ACCORDANCE WITH THE SOILS REPORT 2) THE UTILITY TRENCHES HAVE BEEN PROPERLY BACKFILLED & COMPACTED 3) THE FOUNDATION EXCAVATIONS COMPLY WITH THE INTENT OF THE SOILS REPORT.

REINFORCING STEEL:

1. ALL REINFORCING STEEL SHALL BE SECURED IN POSITION & INSPECTED BY THE BUILDING OFFICIAL PRIOR TO PLACING CONCRETE.

WELDING:

1. ALL STRUCTURAL WELDING EXCEPT WELDING IN APPROVED SHOPS PER 2016 CBC
2. REINFORCING STEEL WELDING PER 2016 CBC

BOLTING:

1. ADHESIVE EXPANSION ANCHORS IN CONCRETE OR MASONRY.
2. HIGH-STRENGTH BOLTING - THE INSPECTION OF HIGH STRENGTH A325 & A490 BOLTS SHALL BE IN ACCORDANCE WITH APPROVED NATIONALLY RECOGNIZED STANDARDS & THE REQUIREMENTS OF 2016 CBC

PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC

PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2600 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500

CARRIER:
Sprint

ENGINEERING LICENSE:
REGISTERED PROFESSIONAL ENGINEER ROBERT A. KITAZUMI C35713 CIVIL STATE OF CALIFORNIA

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF JACOBS ENGINEERING AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT FROM JACOBS ENGINEERING.

REVISIONS:

DESCRIPTION	DATE	BY	REV
90% CD	NOV. 26, 2018	RU	1
PLAN CHECK CORRECTIONS	MAY 17, 2019	RU	2

DRAWN BY:	RU
CHECKED BY:	RK
APPROVED BY:	
JACOBS PROJECT #	EUCC03C03

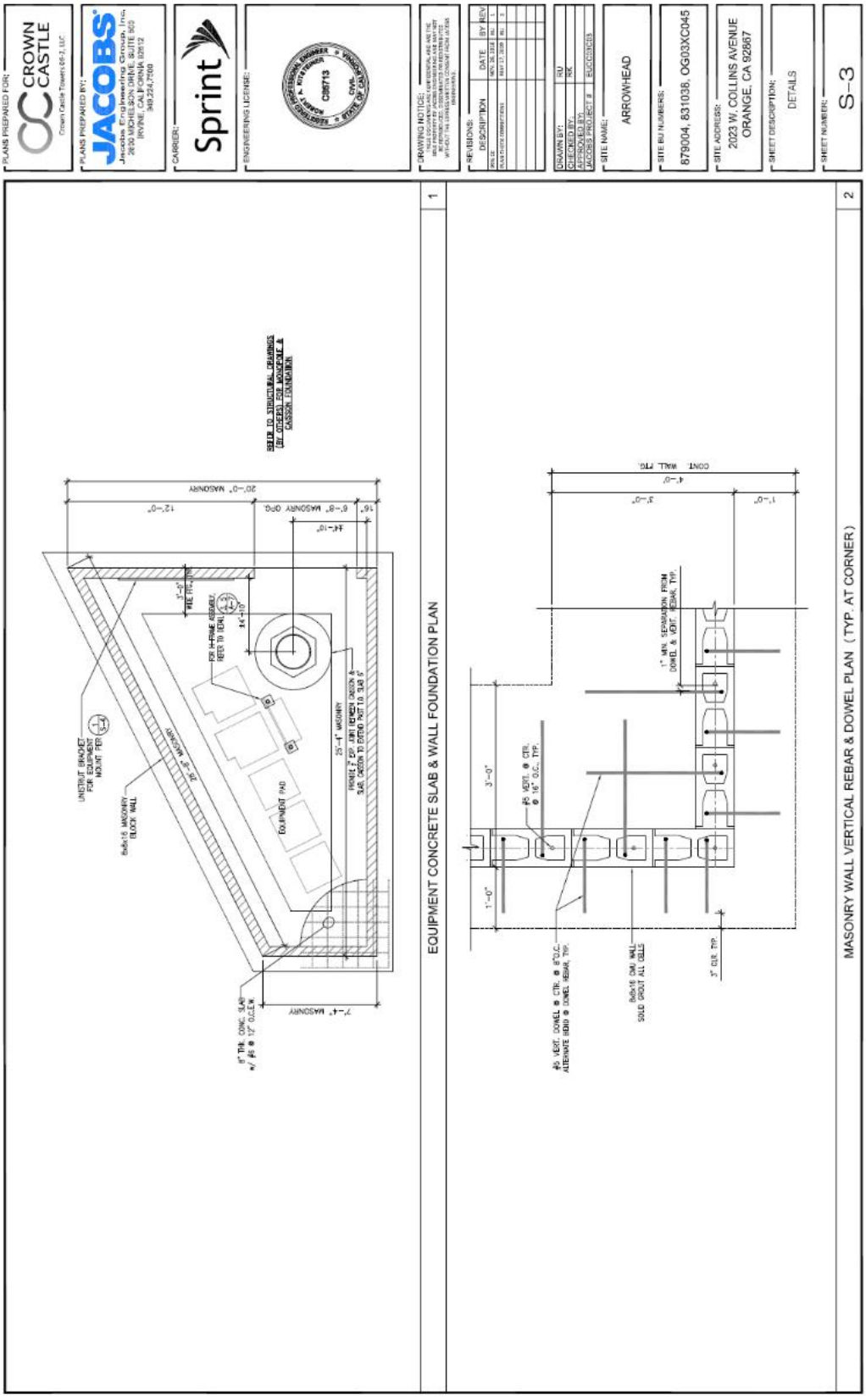
SITE NAME:
ARROWHEAD

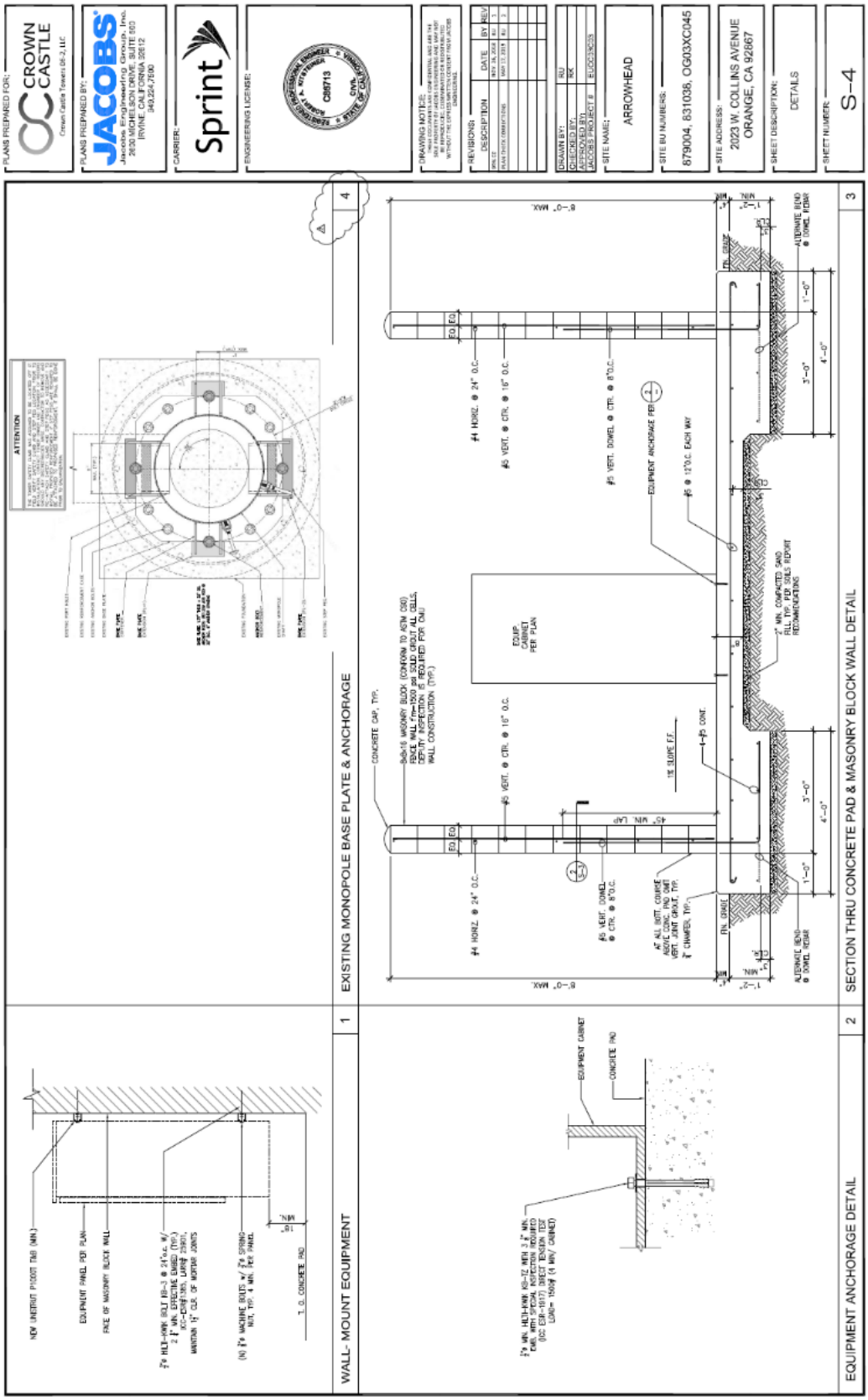
SITE BU NUMBERS:
879004, 831038, OG03XC045

SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867

SHEET DESCRIPTION:
STRUCTURAL NOTES

SHEET NUMBER:
S-2


PLANS PREPARED FOR:
CROWN CASTLE
PLANS PREPARED BY:
JACOBS
CARRIER:
Sprint
ENGINEERING LICENSE:
DRAWING NOTICE:
REVISIONS:
DESCRIPTION
DATE
BY
REV
DRAWN BY:
CHECKED BY:
APPROVED BY:
JACOBS PROJECT #
SUBSCRIBER
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831036, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
DETAILS
SHEET NUMBER:
S-3
REFER TO STRUCTURAL DRAWINGS (BY OTHERS) FOR MONOPINE & CAISSON FOUNDATION
UNISTRUT BRACKET FOR EQUIPMENT MOUNT PER
8x8x16 MASONRY BLOCK WALL
EQUIPMENT PAD
FOR H-FRAME ASSEMBLY, REFER TO ITEM
FIRE TRUCK
20'-0" MASONRY
12'-0"
16'
8'-8" MASONRY OPNG.
4'-10"
25'-4" MASONRY
PROVIDE 1" EXP. JOINT BETWEEN CAISSON & SLAB, CAISSON TO EXTEND PAST TO SLAB 6"
7'-4" MASONRY
8" THK. CONC. SLAB w/ #5 @ 12" O.C.E.W.
1
EQUIPMENT CONCRETE SLAB & WALL FOUNDATION PLAN
CONT. WALL FTG.
4'-0"
3'-0"
1'-0"
#5 VERT. @ CTR. @ 16" O.C., TYP.
1" MIN. SEPARATION, FROM DOWEL & VERT. REBAR, TYP.
#5 VERT. DOWEL @ CTR. @ 8"O.C. ALTERNATE REBAR @ DOWEL REBAR, TYP.
8x8x16 CMU WALL SOLID GROUT ALL CELLS
3" CLR. TYP.
2
MASONRY WALL VERTICAL REBAR & DOWEL PLAN (TYP. AT CORNER)


PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2630 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500
CARRIER:
Sprint
ENGINEERING LICENSE:
C85713
CIVIL
DRAWING NOTICE:
REVISIONS:
DESCRIPTION
DATE
BY
REV
DRAWN BY:
CHECKED BY:
APPROVED BY:
JACOBS PROJECT #:
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831038, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92667
SHEET DESCRIPTION:
DETAILS
SHEET NUMBER:
S-4
ATTENTION
NEW UNISTRUT PIGGOT TAB (MIN.)
EQUIPMENT PANEL PER PLAN
FACE OF MASONRY BLOCK WALL
¾" HILTI-HVA BOLT (ESR-3 @ 24"o.c. w/ 2 ½" MIN. EMBED. (TYP.) ACCEPTABLE USING 2304's.
MAINTAIN 1½" CLR. OF MORTAR JOINTS
(N) ¾" MACHINE BOLTS w/ ¾" SPRING NUT, TYP. 4 MIN. PER PANEL
T.O. CONCRETE PAD
WALL- MOUNT EQUIPMENT
1
EXISTING MONOPOLE BASE PLATE & ANCHORAGE
4
CONCRETE CAP, TYP.
8x8x16 MASONRY BLOCK (CONFORM TO ASTM C90) FENCE WALL f'm=1500 psi SOLID GROUT ALL CELLS, SEPTUM INSPECTION IS REQUIRED FOR CMU WALL CONSTRUCTION (TYP.)
#4 HORIZ. @ 24" O.C.
#5 VERT. @ CTR. @ 16" O.C.
#5 VERT. DOWEL @ CTR. @ 8"O.C.
EQUIP. CABINET PER PLAN
EQUIPMENT ANCHORAGE PER
#5 @ 12"O.C. EACH WAY
2" MIN. COMPACTED SAND FILL TYP. PER SOILS REPORT RECOMMENDATIONS
1:1 SLOPE T.F.
#5 CONT.
45° MIN. LAP
#5 VERT. DOWEL @ CTR. @ 8"O.C.
#4 HORIZ. @ 24" O.C.
#5 VERT. @ CTR. @ 16" O.C.
4" ALL BUTT COURSE ADHERED TO WALL WITH VERT. JOINT GROUT, TYP.
¾" CHAMFER, TYP.
FIN. GRADE
ALTERNATE BEND @ DOWEL (TYP.)
8'-0" MAX.
3'-0"
4'-0"
1'-0"
1'-2" MIN.
3
SECTION THRU CONCRETE PAD & MASONRY BLOCK WALL DETAIL
¾" MIN. HILTI-HVA ICC-ES-1917 (WEST TENSION TEST LOAD= 1500# (4 MIN/ CABINET)
EQUIPMENT CABINET
CONCRETE PAD
2
EQUIPMENT ANCHORAGE DETAIL

TAPP
2427 Kelly Lane
Houston, Texas 77066
281-444-8277
QUALITY STEEL POLES. DELIVERED.

Page 1 of 2		Job Number:	23518-684
Eng: MP		Customer Ref:	TF-11263
		Date:	1/29/2019
Structure:	65-FT MONOPOLE		
Site:	831038 ARROWHEAD 2		
Location:	ORANGE CO., CA / 33°48'13.80"N, -117°52'27.33"		
Owner:	CROWN CASTLE		
Revision No.:	Revision Date:		

DESIGN

Building Code:	2016 CALIFORNIA BUILDING CODE			
Design Standards:	ANSI/TIA-222-G			
Wind Speed Load Case:	ASCE 7-05 WIND SPEED			
Load Case #1:	85 MPH Design Wind Speed - V_{ult} (V_{asd}) = 110 MPH			
Load Case #2:	50 MPH Wind with: 0" Ice Accumulation			
Load Case #3:	60 MPH Service Wind Speed			
Structure Class: II	Exposure Cat.: C	Topography Cat.: 1	Crest Height:	

STRUCTURE MEETS THE MINIMUM REQUIREMENTS OF TIA-222-H

EQUIPMENT LIST

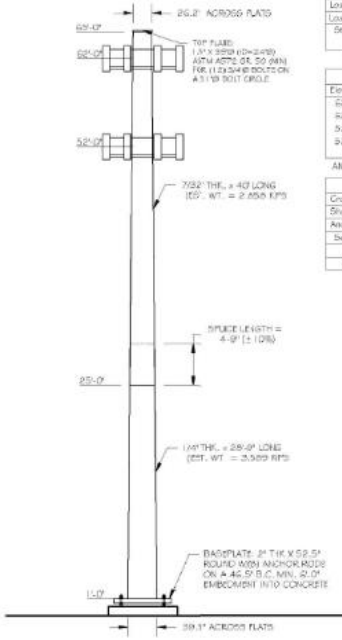
Elev.	Description
62'	(12) ANTENNA + MOUNTING (EPA 25.0 PTZ)
52'	GENERIC ANTENNA MOUNT
52'	(12) ANTENNA + MOUNTING (EPA 15.0 PTZ)
32'	GENERIC ANTENNA MOUNT

ANTENNA FEED LINES ROUTED ON THE INSIDE OF THE POLE

STRUCTURE PROPERTIES

Cross-Section:	18-Sided	Taper:	0.21537 in/ft
Shaft Steel:	ASTM A572 GR 65	Baseplate Steel:	ASTM A572 GR 60
Anchor Rods:	2.25 in. A615 GR. 75 X 7'-0" LONG		

Sect.	Length (ft)	Thickness (in)	Splice (ft)	Top Dia. (in)	Bot Dia. (in)
1	40.00	0.2188	4.75	24.15	34.77
2	28.75	0.2500	0.00	33.2	39.50

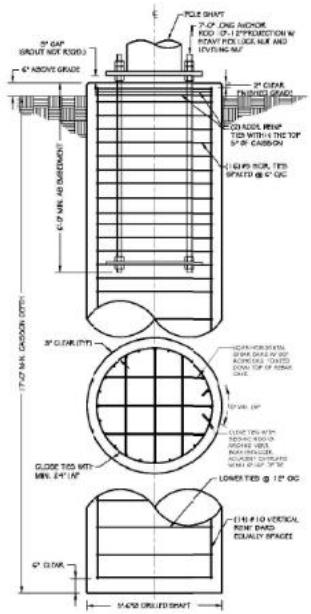


BASE REACTIONS FOR FOUNDATION DESIGN

Moment:	1307 ft-kip
Shear:	25 kip
Axial:	25 kip

TAPP
2427 Kelly Lane
Houston, Texas 77066
281-444-8277
QUALITY STEEL POLES. DELIVERED.

Page 2 of 2		Job Number:	23518-684
Eng: MP		Customer Ref:	TF-11263
		Date:	1/29/2019
Structure:	65-FT MONOPOLE		
Site:	831038 ARROWHEAD 2		
Location:	ORANGE CO., CA / 33°48'13.80"N, -117°52'27.33"		
Owner:	CROWN CASTLE		
Revision No.:	Revision Date:		



CAISSON FOUNDATION
NOT TO SCALE

FOUNDATION NOTES:

1. ALL FOUNDATION CONCRETE SHALL USE TYPE II CEMENT AND ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS. CONCRETE SHALL HAVE A MAXIMUM WATER CEMENTITIOUS RATIO OF 0.45 AND SHALL BE AIR ENTRAINED 4% (± 1.5%). ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 318, THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" LATEST EDITION.

2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 VERTICAL BARS SHALL BE GRADE 60, AND TIES OR STIRRUPS SHALL BE A MINIMUM OF GRADE 40. THE PLACEMENT OF ALL REINFORCEMENT SHALL CONFORM TO ACI 315, "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", LATEST EDITION.

3. CAISSON FOUNDATION INSTALLATION SHALL BE IN ACCORDANCE WITH ACI 336, "STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF DRILLED PIERS", LATEST EDITION.

4. THE CONTRACTOR SHALL DETERMINE THE MEANS AND METHODS TO SUPPORT THE EXCAVATION DURING CONSTRUCTION. THE CONTRACTOR SHALL READ THE GEOTECHNICAL REPORT AND SHALL CONSULT THE GEOTECHNICAL ENGINEER AS NECESSARY PRIOR TO CONSTRUCTION.

5. FOUNDATION DESIGN IS BASED ON GEOTECHNICAL REPORT BY:
ENGINEER: TOWER ENGINEERING PROFESSIONALS
REPORT NO.: 5.8573.A.071937 (DATED 7/11/18)

6. ESTIMATED CONCRETE VOLUME = 15 CUBIC YARDS.

7. THE FOUNDATION HAS BEEN DESIGNED TO RESIST THE FOLLOWING FACTORED LOADS:
MOMENT: 1307 FT*KIPS
SHEAR: 25 KIPS
AXIAL: 25 KIPS

THESE NOTES ARE IN ADDITION TO SPECIFICATIONS OUTLINED BY CROWN CASTLE ENG-SOW-10148.

PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC

PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2600 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500

CARRIER:
Sprint

ENGINEERING LICENSE:
REGISTERED PROFESSIONAL ENGINEER ROBERT A. KITAZUMI C85713 CIVIL STATE OF CALIFORNIA

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF JACOBS ENGINEERING AND MAY NOT BE REPRODUCED, DISSEMINATED OR REUSED IN PART OR WHOLE WITHOUT THE EXPRESS WRITTEN CONSENT FROM JACOBS ENGINEERING.

REVISIONS:

DESCRIPTION	DATE	BY	REV
90% CD	NOV. 26, 2018	RU	1
PLAN CHECK CORRECTIONS	MAY 17, 2019	RU	2

DRAWN BY:	RU
CHECKED BY:	RK
APPROVED BY:	
JACOBS PROJECT #	BUCC03C03

SITE NAME:
ARROWHEAD

SITE BU NUMBERS:
879004, 831038, OG03XC045

SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867

SHEET DESCRIPTION:
DETAILS

SHEET NUMBER:
S-5

ELECTRICAL NOTES:

1. THE ENTIRE INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION ACCEPTABLE BY THE JURISDICTION OF THE CALIFORNIA ELECTRICAL CODE, STATE FIRE MARSHALL REGULATIONS, AND ALL OTHER STATE AND LOCAL CODES, LAWS, AND ORDINANCES HAVING JURISDICTION ALBEIT NOT SHOWN ON DRAWINGS OR SHOWN OTHERWISE.
2. THE ELECTRICAL CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND INSPECTION REQUIREMENTS.
3. ELECTRICAL CONTRACTOR SHALL VISIT JOB SITE AND VERIFY EXISTING CONDITIONS BEFORE BIDDING AND SHALL INCLUDE IN HIS BID THE NECESSARY COSTS TO CONSTRUCT THIS PROJECT IN ACCORDANCE WITH INTENT OF THE ELECTRICAL DRAWINGS, SPECIFICATIONS, SERVING UTILITY COMPANY'S REQUIREMENTS AND ALL APPLICABLE CODES. SUBMITTAL OF BID INDICATES CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT BEFORE SUBMITTING BID. CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS, POWER AND TELEPHONE SERVICE REQUIREMENTS WITH UTILITY SERVICE PLANNER AND THE EXACT SERVING UTILITY POINTS OF CONNECTION AND PROVIDE ALL SERVICE RELATED EQUIPMENT AND INSTALLATION IN BID. UTILITY SERVICE REQUIREMENTS SHOWN ON THE DRAWINGS ARE BASED ON PRELIMINARY SITE VISIT AND INFORMATION AVAILABLE AT THIS TIME OF VISIT AND ARE NOT GUARANTEED BY ENGINEER OR SERVING UTILITY COMPANY. REFER TO ARCHITECTURAL DRAWINGS AND VISIT SITE PRIOR TO BID TO REVIEW EXISTING TOPOGRAPHY MAPS, LANDSCAPING AND CONSTRUCTION TO BECOME FAMILIAR WITH SLOPE CONDITIONS AND EXISTING CONSTRUCTION AND LANDSCAPING. SAWCUT EXISTING SURFACE WHERE REQUIRED FOR CONDUIT AND STRUCTURE INSTALLATION AND PATCH TO MATCH EXISTING. REPAIR OR REPLACE ALL SOD, LANDSCAPING, SPRINKLER SYSTEMS, CONDUITS AND WIRING, PIPING ETC. ALTERED BY THE ELECTRICAL WORK TO MATCH EXISTING AND TO MAKE SYSTEMS OPERABLE.
4. THE INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF NECA MANUAL OF GOOD WORKMANSHIP" (STANDARD OF INSTALLATION).
5. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, INCLUDING BUT NOT LIMITED TO COMPLETE ELECTRICAL SYSTEMS, POWER AND LIGHTING, TELEPHONE CONDUIT SYSTEM, SIGNAL SYSTEMS, PANELBOARDS(S), CONTROL WIRING, GROUNDING, CONDUIT ONLY SYSTEMS ETC., FOR A COMPLETE AND PROPERLY OPERATING SYSTEM, ENERGIZED THROUGHOUT AND AS INDICATED ON THE DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
6. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED AND APPROVED BY UNDERWRITER'S LABORATORY AND SHALL BEAR THE INSPECTION LABEL UL WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH THE APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, AND NSFU.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY EXISTING DIMENSIONS AND CONDITIONS. HE SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ENGINEER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
8. ALL WIRING SHALL BE IN METALLIC CONDUIT. RIGID GALVANIZED CONDUIT SHALL BE USED IN OR UNDER CONCRETE SLABS ON GRADE FIVE FEET BEFORE STUBBING UP, WHERE EXPOSED TO WEATHER, AND WHERE SUBJECT TO MECHANICAL DAMAGE. PVC SCHEDULE 40 OR 80 SHALL BE USED IN OR UNDER CONCRETE OR BURIED UNDERGROUND. EMT CONDUITS SHALL BE USED INSIDE STRUCTURE OR BUILDINGS. FLEXIBLE CONDUIT SHALL BE USED WHERE THE STRUCTURAL CONDITIONS MAKE THE USE OF RIGID CONDUIT IMPRACTICAL AND FOR FINAL CONNECTIONS TO VIBRATING EQUIPMENT. USE NEOPRENE JACKETED FLEXIBLE CONDUIT AND FITTINGS WHERE EXPOSED TO WEATHER.
9. ALL WIRING SHALL BE CONCEALED IN FINISHED AREAS. INSTALL EXPOSED RACEWAYS PARALLEL WITH OR PERPENDICULAR TO THE LINES OF BUILDING. PAINT RACEWAYS TO MATCH MOUNTING SURFACE. PENETRATIONS OF ALL WALLS OR CEILINGS SHALL BE SEALED AND FIRE RATING MAINTAINED IN ACCORDANCE WITH UL WL1001, UL WL5001 AND ALL LOCAL AND NATIONAL CODES. DO NOT PENETRATE OR RUN CONDUITS IN SHAFT OUT OF RATED CORRIDOR OR STAIRWELL ENCLOSURE FOR CIRCUITS NOT INTENDED TO SERVE THE EQUIPMENT WITHIN THE ENCLOSURE. CONDUIT MUST BE RUN OUTSIDE OF RATED ENCLOSURE ENVELOPE.
10. ALL WIRING SHALL BE COPPER; THWN/THHN, 600V, ALL CONDUCTORS SHALL BE COLOR CODED AS FOLLOWS:
    277/480V: PHASE A–BROWN, PHASE B–ORANGE, PHASE C–YELLOW, NEUTRAL GRAY, GROUND–GREEN WITH YELLOW STRIPE.
    120/240V: PHASE A–BLACK, PHASE B–RED, NEUTRAL–WHITE, GROUND–GREEN
11. OUTLET BOXES SHALL BE CAST FERROUS METAL WITH WATER–TIGHT GASKETED CAST FERROUS COVERS, THREADED HUBS & STAINLESS STEEL SCREWS. USE CROUSE–HINDS OR APPLETON TYPE FS OR FD BOXES OR APPROVED EQUAL BY ENGINEER.
12. VERIFY EXACT LOCATIONS & MOUNTING HEIGHTS OF ALL OUTLETS WITH CONSTRUCTION MANAGER BEFORE ROUGH–IN.
13. ELECTRICAL LAYOUT DRAWINGS ARE DIAGRAMMATIC. INSTALL THE ELECTRICAL SYSTEMS WITHOUT INTERFERING WITH STRUCTURES OR OTHER SYSTEMS.
14. ALL SURFACE–MOUNTED ELECTRICAL EQUIPMENT & DEVICES SHALL BE PROPERLY SECURED. PROVIDE STRUCTURAL SUPPORT AS NECESSARY FOR MOUNTING EQUIPMENT.
15. CONTRACTOR SHALL LABEL THE COVER PLATE OF EACH ELECTRICAL OUTLET AND JUNCTION BOX WITH PRINTED ADHESIVE LABEL. THE LABEL SHOULD SHOW PANEL & CIRCUIT NUMBER CONTAINED IN THE BOX.
16. GROUP CONDUITS TOGETHER & SUPPORT WITH UNISTRUT.
17. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT EQUIPMENT LOCATIONS. ALL EQUIPMENT & STUB–UP LOCATIONS SHALL BE VERIFIED WITH ENGINEER BEFORE ROUGH–IN.
18. PROVIDE SEPARATE GROUND WIRE IN ALL FLEXIBLE & PVC CONDUITS.
19. THE ELECTRICAL CONTRACTOR SHALL MAINTAIN THE UNIFORMITY & CONTINUITY OF THE GROUNDING SYSTEM.
20. TEST THE ENTIRE SYSTEM TO DEMONSTRATE THAT THE ELECTRICAL COMPONENTS & SPECIAL SYSTEMS ARE COMPLETE & FUNCTION PROPERLY INCLUDING BUT NOT LIMITED TO INSULATION & GROUNDING TESTS. MAKE NECESSARY CORRECTIONS & LEAVE SYSTEMS READY FOR OPERATION.
21. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER DATE JOB ACCEPTANCE BY OWNER. ANY WORK, MATERIAL OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION.
22. AT COMPLETION OF THE JOB, THE ELECTRICAL CONTRACTOR SHALL PROVIDE THE OWNER WITH SPARE PARTS, ALL THE EQUIPMENT MANUALS, SPARE PARTS LIST AS RECOMMENDED BY THE MANUFACTURER, EQUIPMENT REPRESENTATIVE ADDRESS AND PHONE NUMBER. UPON COMPLETION OF WORK, THE ELECTRICAL CONTRACTOR SHALL FURNISH TO THE OWNER A COMPLETE SET OF "AS–BUILT" DRAWINGS THAT INDICATE ALL CHANGES, ADDITIONS AND/OR DELETIONS TO THE CONSTRUCTION DOCUMENTS. ELECTRICAL CONTRACTOR SHALL PROVIDE ACCURATE DIRECTORIES IN PANELBOARD FRONTS AT COMPLETION OF BUILD–OUT. PANELBOARD DIRECTORIES SHALL INCLUDE THE EQUIPMENT SERVED AND WATTAGE.
23. REFER TO VERIZON WIRELESS STANDARD SPECIFICATIONS AS PART OF THIS CONSTRUCTION DOCUMENT. ANY CONFLICT BETWEEN THESE DRAWINGS, VERIZON WIRELESS STANDARD SPECIFICATIONS & APPLICABLE CODES, THE MORE STRINGENT REQUIREMENTS SHALL PREVAIL.
24. ALL WORK TO BE EXECUTED IN WORKMANLIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED.
25. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING RELATED TO ELECTRICAL WORK, UNLESS NOTED OTHERWISE AND COORDINATED WITH THE GENERAL CONTRACTOR.
26. ALL ELECTRICAL EQUIPMENT SHALL BE BRACED OR ANCHORED TO RESIST A HORIZONTAL FORCE ACTING IN ANY DIRECTION USING THE FOLLOWING CRITERIA:

FIXED EQUIPMENT ON GRADE	33% OF OPERATING WEIGHT
FIXED EQUIPMENT ON STRUCTURE	30% OF OPERATING WEIGHT
EMERGENCY POWER & COMMUNICATION EQUIPMENT ON GRADE	30% OF OPERATING WEIGHT
EMERGENCY POWER & COMMUNICATION EQUIPMENT ON STRUCTURE	73% OF OPERATING WEIGHT

FOR FLEXIBILITY OF MOUNTED EQUIPMENT USE 2X THE ABOVE VALUES.
SIMULTANEOUS VERTICAL FORCE 1/3X HORIZONTAL FORCE.

27. THE CONTRACTOR AGREE THAT, IN ACCORDANCE WITH GENERALLY CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT AT ALL TIME. CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
28. PROVIDE ENGRAVED PLASTIC NAME PLATES ON ALL EQUIPMENT.
29. PROVIDE ARC FLASH LABEL ON ALL NEW PANELBOARDS.
30. METER PEDESTAL SHALL HAVE HOT DIPPED GALVANIZED HOUSING, COPPER BUSSING, MAIN BOLT–ON CIRCUIT BREAKER, 100A OR 200A METER SOCKET WITH VIEWING WINDOW.
31. NEW PANELBOARDS SHALL HAVE MAIN RATINGS AND BRANCH CIRCUIT BREAKER RATINGS OF SIZE AND NUMBER AS SHOWN ON DRAWINGS, UL LISTED FOR USE WITH 75–DEG C. CONDUCTORS, A DIRECTORY TO IDENTIFY ALL CIRCUITS SHALL BE PROVIDED. BUSSES, INCLUDING NEUTRAL AND GROUND BUS SHALL BE MINIMUM 98% CONDUCTIVITY, HARD DRAWN COPPER, SILVER OR TIN PLATED. CIRCUIT BREAKERS SHALL BE FULL–SIZE BOLT–ON TYPE. MINIMUM INTERRUPTING CAPACITY SHALL BE 10,000 AMPS UNLESS NOTED OTHERWISE. DUPLEX OR TANDEM TYPE CIRCUIT BREAKERS SHALL NOT BE USED. APPROVED MANUFACTURERS: GENERAL ELECTRIC, SIEMENS, SQUARE D, OR CUTLER–HAMMER.
32. DISTRIBUTION TRANSFORMERS SHALL BE DRY TYPE, UL LISTED WITH NEMA CLASS H 115–DEG C RISE INSULATION SYSTEM, KVA RATING AND VOLTAGE/PHASE CHARACTERISTICS AS SPECIFIED ON DRAWINGS. TRANSFORMERS SHALL BE EQUIPPED WITH A GROUNDED ELECTROSTATIC SHIELD, STANDARD AT NO ADDITIONAL COST. APPROVED MANUFACTURERS: SAME AS PANELBOARDS. SECURE TRANSFORMER TO BUILDING STRUCTURE WITH VIBRATION ISOLATION PADS AS RECOMMENDED BY MANUFACTURER.

CONDUITS:

1) PULL ROPES IN ALL DUCTS (MIN. 3/8" POLY PULL ROPE)
2) WITHIN BUILDINGS:
   - ELECTRICAL LB'S AND CONDULETS ARE NOT ACCEPTABLE AS PULL BOXES.
   - NO 90 DEGREE TRANSITIONS AT OR IN PULL BOXES (UNLESS A 10" BENDING RADIUS CAN BE MAINTAINED)
   - PULL BOXES MUST BE EASILY ACCESSIBLE (TELEPHONE COMPANY WILL NOT REMOVE CEILING TILES).
   - VERTICAL SECTIONS OF CONDUIT WILL REQUIRE A PULL BOX EVERY 100 FEET AND APPROVED RESTRAINTS.
   - MAXIMUM OF 300 FEET HORIZONTAL BETWEEN PULL–BOXES.
   - MAXIMUM OF 2–90 DEGREE BENDS BETWEEN PULL–BOXES.
   - MINIMUM CONDUIT BEND RADIUS OF 10 CABLE DIAMETERS (12").
   - FIRE STOPPING REQUIRED WHEN OPENINGS ARE MADE IN ANY FIRE RATED BARRIER
   - ALL EXTERNAL CONDUIT TERMINATIONS SHALL BE WEATHER TIGHT.
3) IN UNDERGROUND CONSTRUCTION
   - CONDUIT LENGTH MAXIMUM OF 300 FEET BETWEEN PULL BOXES.
   - CONDUIT BENDS MUST HAVE A RADIUS 10 TIMES CONDUIT SIZE.

TRENCHING:

19. MINIMUM COVERAGE OF DUCT ON PRIVATE PROPERTY – 18" UNDER CONCRETE SURFACE OR AS SPECIFIED BY PERMITTING OWNER/AGENT.
20. MINIMUM COVERAGE OF DUCT ON PRIVATE PROPERTY = 24" UNDER DIRT SURFACE OR AS SPECIFIED BY PERMITTING OWNER/AGENT.
21. MINIMUM COVERAGE OR DUCT IN PUBLIC R/W – 30" BELOW GUTTER GRADE OR AS SPECIFIED BY PERMITTING AGENT.
22. MINIMUM 12" SEPARATION IN JOINT TRENCH BETWEEN POWER AND TELCO.
23. PULL BOXES – MINIMUM 17"W X 30"L.
24. SPLICE BOXES WILL BE USED BY SERVING TELEPHONE COMPANY; DETAILS WILL BE PROVIDED BY TELEPHONE COMPANY OR INTERCONNECT ENGINEER.

BONDING & GROUNDING:

1) #6 AWG SOLID COPPER INSULATED GROUND WIRE (24" COILED IN TELCO SERVICE BOX) WITH BONDING CLAMPS IN PLACE. THE TELEPHONE GROUND MUST BE BONDED TO THE POWER GROUND. THE TELEPHONE SERVICE CABINET MUST BE BONDED TO THE TELEPHONE GROUND.

GROUNDING NOTES:

1. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
2. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.
3. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR & EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
4. ALL EXOTHERMIC CONNECTIONS TO THE GROUND RODS SHALL START AT THE TOP & HAVE A VERTICAL SEPARATION OF 6" FOR EVERY ADDITIONAL CONNECTION.
5. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE (E) FACILITY GROUNDING SYSTEM FOR STRICT COMPLIANCE WITH THE CEC (AS ADOPTED BY THE AHJ), AND GENERAL COMPLIANCE WITH TELCORDIA AND TIA GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
6. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, AND AC POWER DES'S) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE CEC.
7. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL–OF–POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR (N) GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
8. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE CEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
9. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 AWG OR LARGER.
10. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
11. APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
12. ALL OUTDOOR METAL SUPPORT POSTS AND TRAY SHALL BE BONDED TO THE BURIED GROUND ELECTRODE SYSTEM WITH A SINGLE CONDUCTOR #2 AWG SOLID TINNED COPPER WIRE.
13. SURFACES TO BE CONNECTED TO GROUND CONDUCTORS SHALL BE CLEANED TO A BRIGHT SURFACE AT ALL CONNECTIONS.
14. EXPOSED GROUNDING CONNECTIONS SHALL BE MADE WITH COMPRESSION CONNECTORS WHICH ARE THEN BOLTED TO EQUIPMENT USING STAINLESS STEEL HARDWARE. INSTALLATION TORQUE SHALL BE PER MANUFACTURE'S REQUIREMENT.
15. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC (CADWELD) CONNECTIONS.
16. ALL EXTERIOR GROUND CONDUCTORS SHALL BE #2 AWG SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
17. GROUND RODS SHALL BE COPPER CLAD STEEL, 3/4"ø x 10 FT. LONG, & SHALL BE DRIVEN VERTICALLY WITH THEIR TOPS 18" BELOW FINAL GRADE.
18. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED. BACK TO BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUS ARE PERMITTED.
19. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
20. MAXIMUM RESISTANCE OF THE COMPLETED GROUND SYSTEM SHALL NOT EXCEED 5 OHMS. TESTING SHALL BE PERFORMED IN ACCORDANCE WITH PROJECT SPECIFICATION FOR FACILITY GROUNDING, USING FALL OF POTENTIAL METHOD.
21. BOND ALL METALLIC OBJECTS WITHIN 6FT OF MAIN GROUND WIRES WITH – #2 AWG TIN–PLATED COPPER GROUND CONDUCTOR.
22. INSTALL THEFT DETERRENT COMPOSITE GROUNDING CABLES FOR ELECTRICAL DISTRIBUTION GROUNDING LEAD WHERE COPPER THEFT MAY OCCUR.

PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC

PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2600 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500

CARRIER:
Sprint

ENGINEERING LICENSE:
REGISTERED PROFESSIONAL ENGINEER – HOSHANG D. MONTEEN – No. E16489 – Exp. 9–30–19 – ELECTRICAL – STATE OF CALIFORNIA

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF JACOBS ENGINEERING AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT FROM JACOBS ENGINEERING.

REVISIONS:

DESCRIPTION	DATE	BY	REV
90% CE	NOV. 26, 2018	RU	1
PLAN CHECK CORRECTIONS	MAY 17, 2019	RU	2

DRAWN BY:	RU
CHECKED BY:	RK
APPROVED BY:	
JACOBS PROJECT #	EUCC33C03

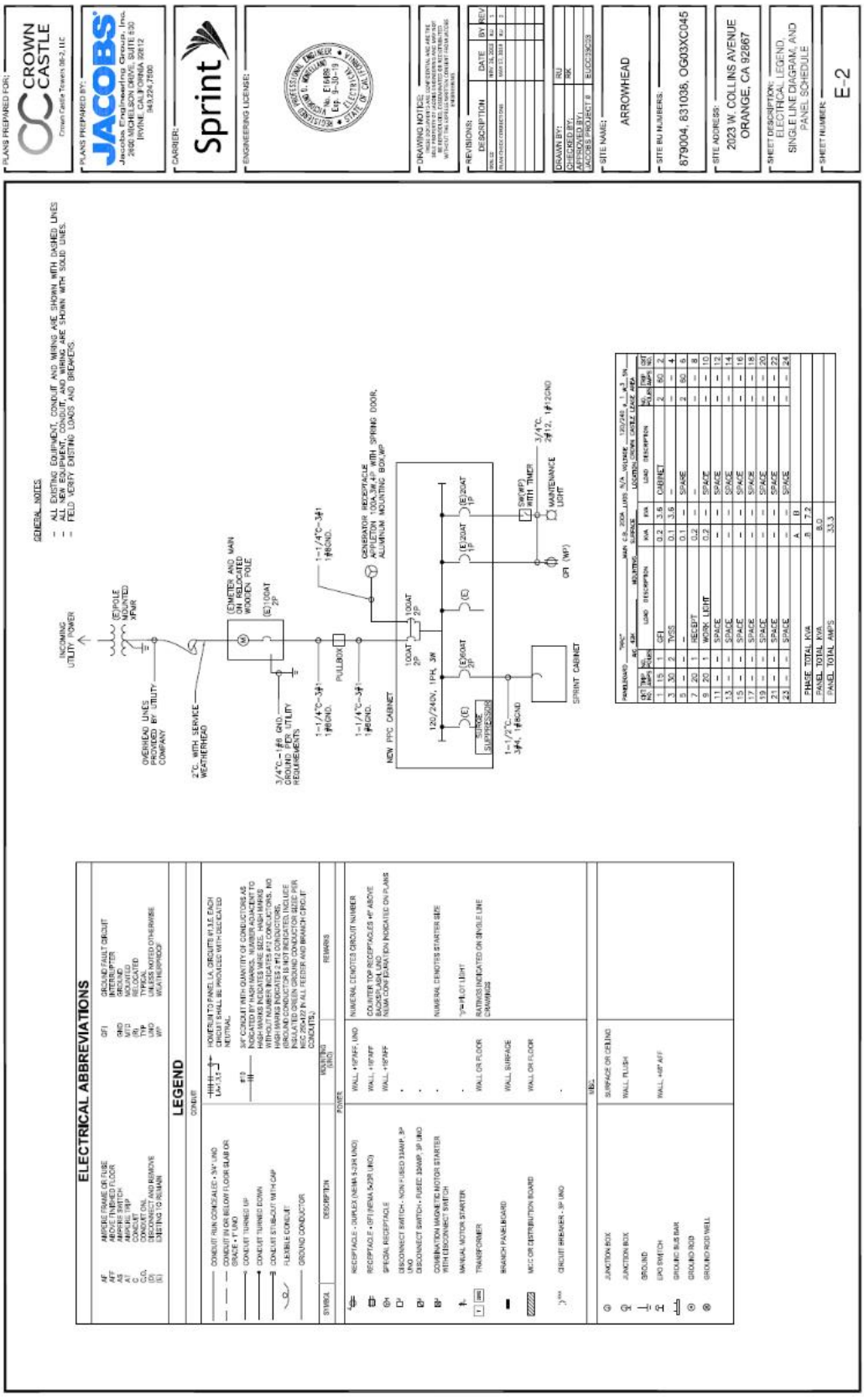
SITE NAME:
ARROWHEAD

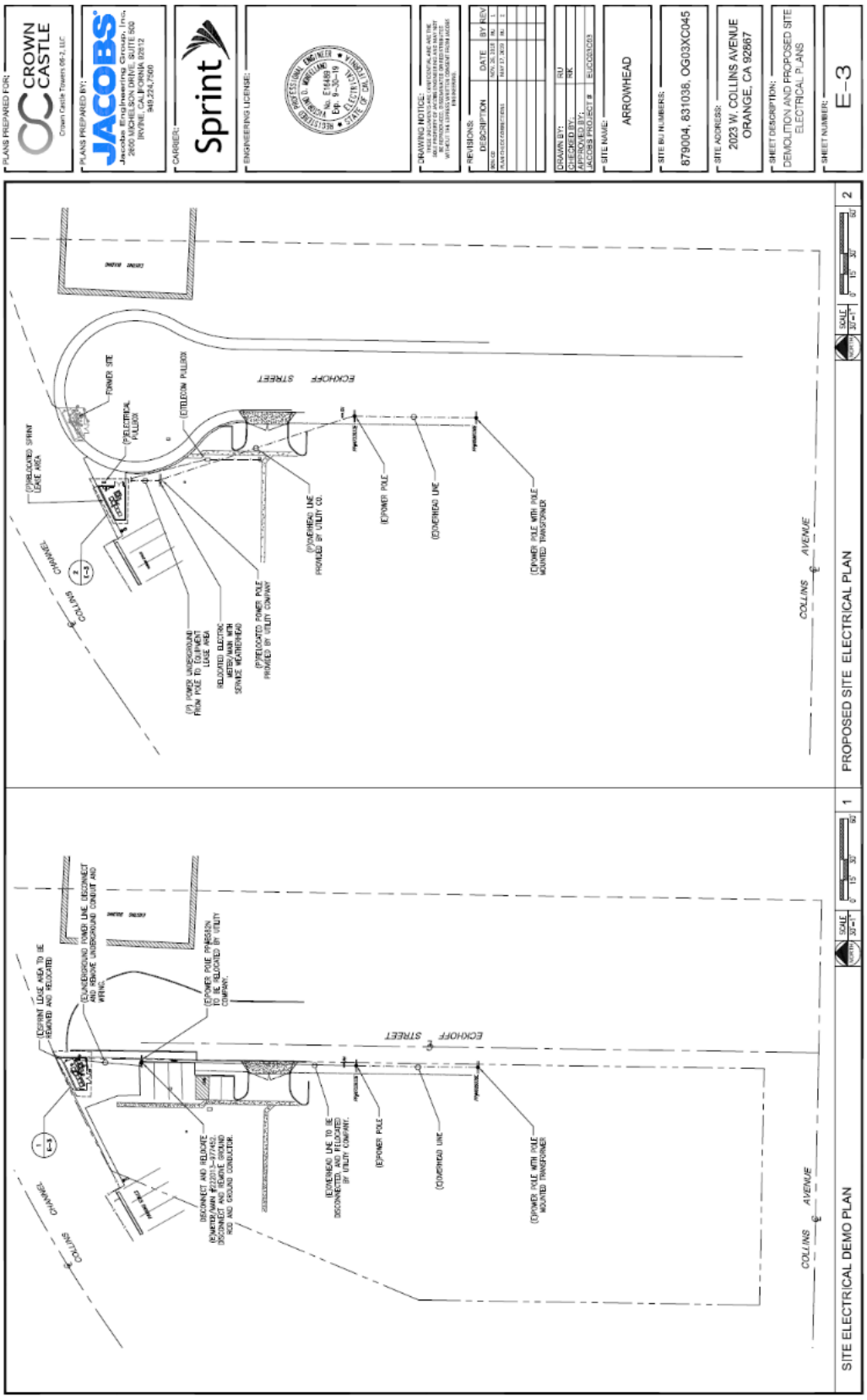
SITE BU NUMBERS:
879004, 831038, OG03XC045

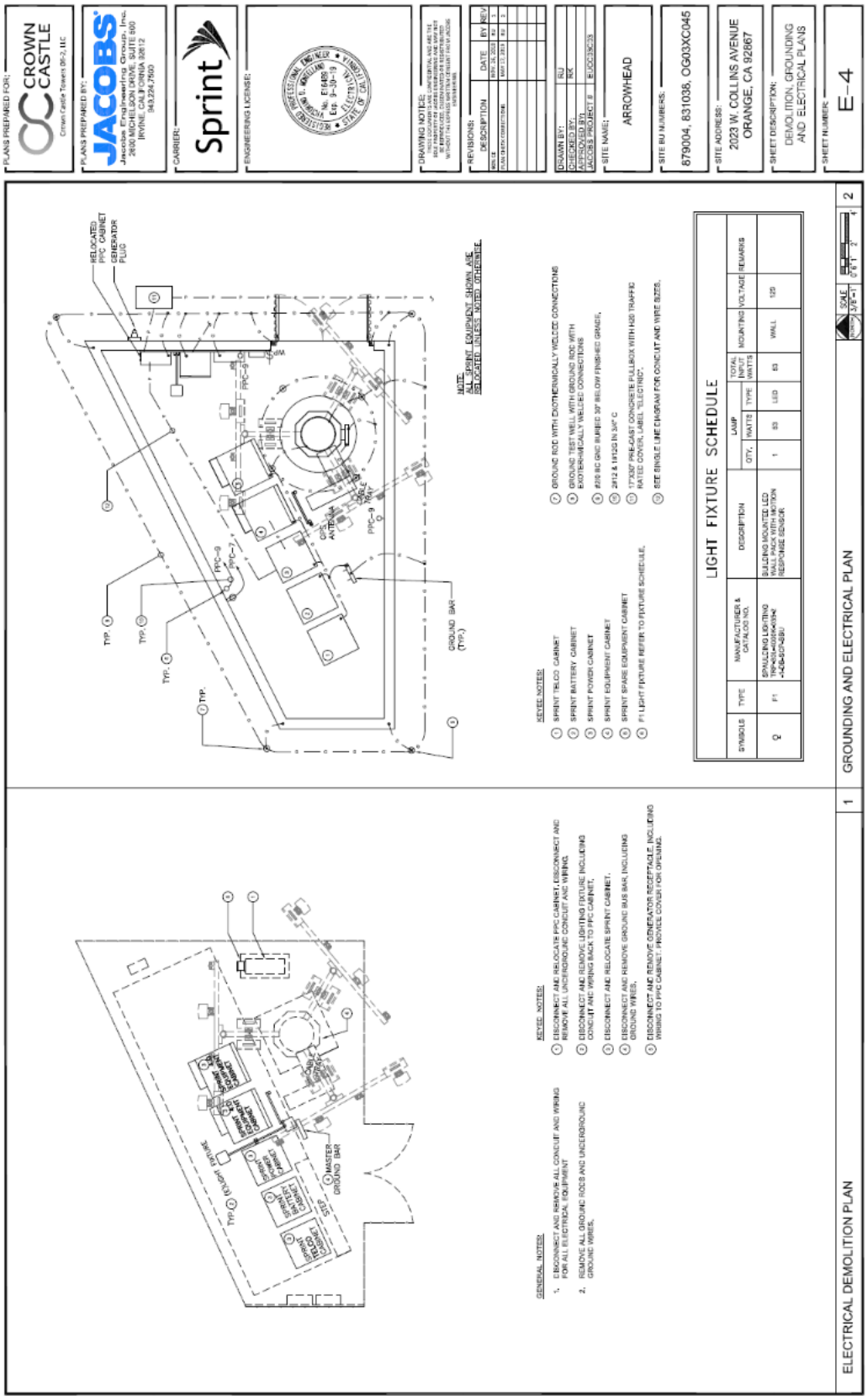
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867

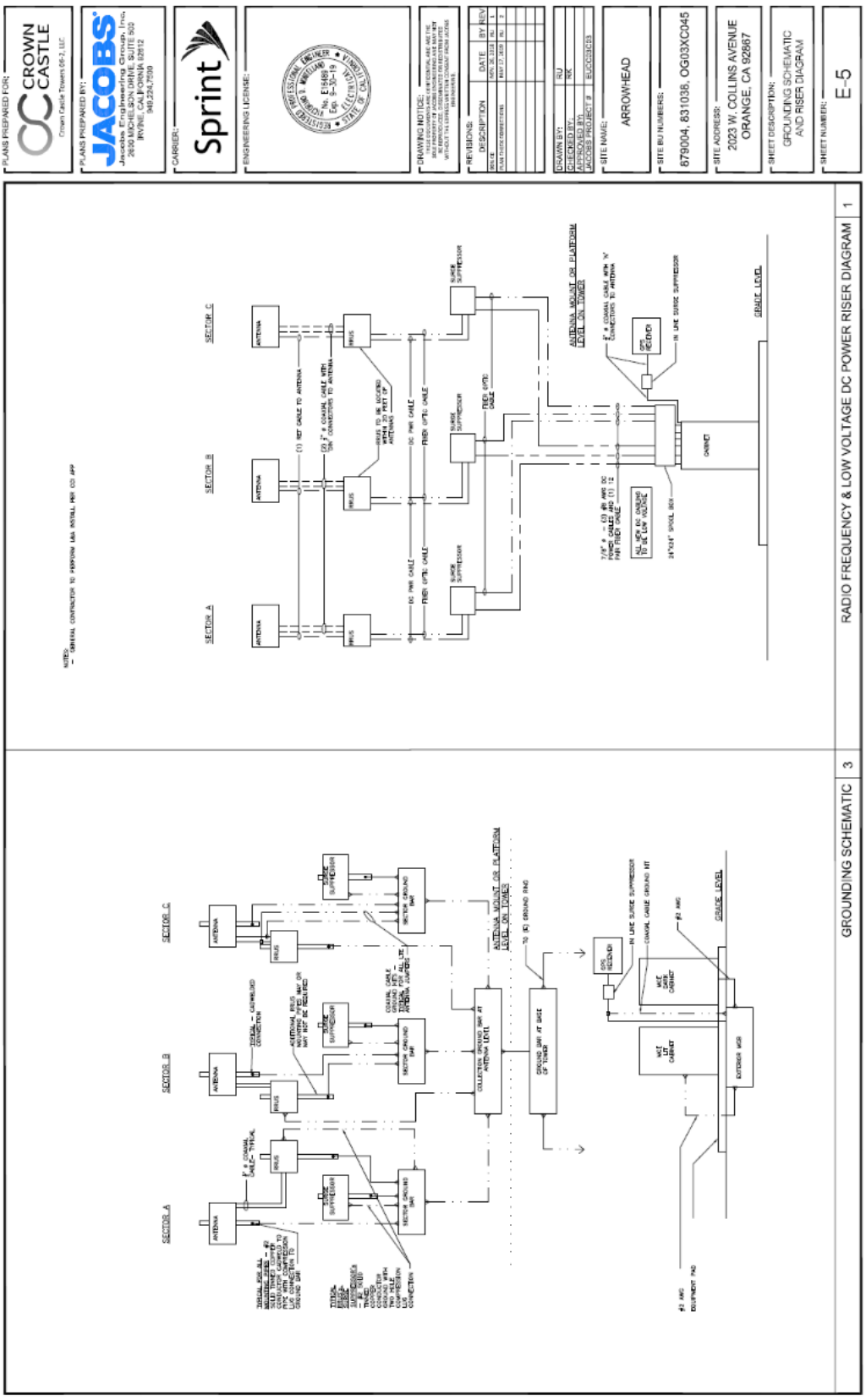
SHEET DESCRIPTION:
ELECTRICAL SPECIFICATIONS

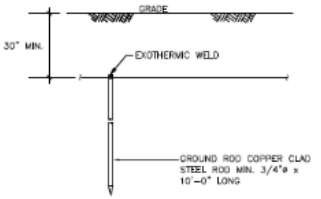
SHEET NUMBER:
E-1


PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2600 MICHELSON DRIVE, SUITE 630
IRVINE, CALIFORNIA 92612
949.224.7500
CARRIER:
Sprint
ENGINEERING LICENSE:
No. E 18488
Exp. 9-30-13
CIVIL
STATE OF CALIFORNIA
DRAWING NOTICE:
REVISIONS:
DESCRIPTION
DATE
BY
REV
DRAWN BY:
CHECKED BY:
APPROVED BY:
JACOBS PROJECT #
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831038, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
ELECTRICAL LEGEND,
SINGLE LINE DIAGRAM, AND
PANEL SCHEDULE
SHEET NUMBER:
E-2
ELECTRICAL ABBREVIATIONS
LEGEND
GENERAL NOTES
- ALL EXISTING EQUIPMENT, CONDUIT AND WIRING ARE SHOWN WITH DASHED LINES
- ALL NEW EQUIPMENT, CONDUIT, AND WIRING ARE SHOWN WITH SOLID LINES.
- FIELD VERIFY EXISTING LOADS AND BREAKERS.
INCOMING UTILITY POWER
OVERHEAD LINES PROVIDED BY UTILITY COMPANY
(E) POLE MOUNTED XFMR
2"C. WITH SERVICE WEATHERHEAD
(E) METER AND MAIN ON RELOCATED WOODEN POLE
(E) 100A 2P
3/4"C. - #8 GRD. CONDUCTORS PER UTILITY REQUIREMENTS
1-1/4"C.-3#1 1#GRND.
PULLBOX
1-1/4"C.-3#1 1#GRND.
NEW PPC CABINET
GENERATOR RECEPTACLE APPLETON 100A,3W,4P WITH SPRING DOOR, ALUMINUM MOUNTING BOX,4IP
100AT 2P
120/240V, 1PH, 3W
(E) 60AT 2P
(E) 60AT 1P
(E) 20AT 1P
(E)
SURGE SUPPRESSOR
1-1/2"C. 3#4, 1#GRND
SPRINT CABINET
(NEMA) WITH TIMER
MAINTENANCE LIGHT
3/4"C. 2#12, 1#12GND
GFI (WP)


PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Technology Group, Inc.
2600 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500
CARRIER:
Sprint
ENGINEERING LICENSE:
PROFESSIONAL ENGINEER
No. E16489
Exp. 9-30-19
STATE OF CALIFORNIA
DRAWING NOTICE:
REVISIONS:
DESCRIPTION
DATE
BY
REV
DRAWN BY:
CHECKED BY:
APPROVED BY:
JACOBS PROJECT #
SITE NAME:
ARROWHEAD
SITE ID NUMBERS:
879004, 831038, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
DEMOLITION AND PROPOSED SITE ELECTRICAL PLANS
SHEET NUMBER:
E-3
SITE ELECTRICAL DEMO PLAN
1
PROPOSED SITE ELECTRICAL PLAN
2
SCALE
1" = 30'-0"
0
15'
30'
60'
COLLINS AVENUE
ECKHOFF STREET
CHANNEL
(E)POWER POLE
(E)OVERHEAD LINE
(E)POWER POLE WITH POLE MOUNTED TRANSFORMER
(E)ELECTRICAL PULLBOX
(E)MISSION PULLBOX
(P)ELEVATED SPRINT LEASE AREA
(P)ELEVATED POWER POLE PROVIDED BY UTILITY COMPANY
(P) POWER UNDERGROUND FROM POLE TO EQUIPMENT LEASE AREA
RELOCATED ELECTRIC METER BANK WITH SERVICE MONITORING
(E)OVERHEAD LINE TO BE DISCONNECTED AND RELOCATED BY UTILITY COMPANY.
(E)POWER POLE PERMISSION TO BE RELOCATED BY UTILITY COMPANY.
(E)POINT LOAD AREA TO BE REMOVED AND RELOCATED
(E)UNDERGROUND POWER LINE, DISCONNECT AND REMOVE UNDERGROUND CONDUIT AND WIRING.
DISCONNECT AND REMOVE (E)METER/MAIN #222013-97452. DISCONNECT AND REMOVE GROUND ROD AND GROUND CONDUCTOR.

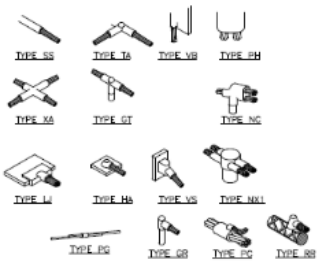

PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 06-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group, Inc.
2600 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500
CARRIER:
Sprint
ENGINEERING LICENSE:
No. E 16489
Exp. 6-30-19
CIVIL
STATE OF CALIFORNIA
DRAWING NOTICE:
REVISIONS:
DESCRIPTION
DATE
REV
DRAWN BY:
RJJ
CHECKED BY:
RKK
APPROVED BY:
JACOBS PROJECT #:
B1DC03C035
SITE NAME:
ARROWHEAD
SITE BU NUMBER:
879004, 831038, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
DEMOLITION, GROUNDING
AND ELECTRICAL PLANS
SHEET NUMBER:
E-4
ELECTRICAL DEMOLITION PLAN
1
GENERAL NOTES:
1. DISCONNECT AND REMOVE ALL CONDUIT AND WIRING FOR ALL ELECTRICAL EQUIPMENT
2. REMOVE ALL GROUND RODS AND UNDERGROUND GROUND WIRES.
KEYED NOTES:
1 DISCONNECT AND RELOCATE PPC CABINET. DISCONNECT AND REMOVE ALL UNDERGROUND CONDUIT AND WIRING.
2 DISCONNECT AND REMOVE LIGHTING FIXTURE INCLUDING CONDUIT AND WIRING BACK TO PPC CABINET.
3 DISCONNECT AND RELOCATE SPRINT CABINET.
4 DISCONNECT AND REMOVE GROUND BUS BAR, INCLUDING GROUND WIRES.
5 DISCONNECT AND REMOVE GENERATOR RECEPTACLE, INCLUDING WIRING TO PPC CABINET. PROVIDE COVER FOR OPENING.
GROUNDING AND ELECTRICAL PLAN
2
NOTE
ALL SPRINT EQUIPMENT SHOWN ARE RELOCATED UNLESS NOTED OTHERWISE.
KEYED NOTES:
1 SPRINT TELCO CABINET
2 SPRINT BATTERY CABINET
3 SPRINT POWER CABINET
4 SPRINT EQUIPMENT CABINET
5 SPRINT SPARE EQUIPMENT CABINET
6 F1 LIGHT FIXTURE REFER TO FIXTURE SCHEDULE.
7 GROUND ROD WITH EXOTHERMICALLY WELDED CONNECTIONS
8 GROUND TEST WELL WITH GROUND ROD WITH EXOTHERMICALLY WELDED CONNECTIONS
9 #2/0 BC GNC BURIED 30" BELOW FINISHED GRADE.
10 2#12 & 1#12G IN 3/4" C
11 17"X30" PRECAST CONCRETE PULLBOX WITH H20 TRAFFIC RATED COVER, LABEL "ELECTRIC".
12 SEE SINGLE LINE DIAGRAM FOR CONDUIT AND WIRE SIZES.
LIGHT FIXTURE SCHEDULE
SYMBOLS
TYPE
MANUFACTURER & CATALOG NO.
DESCRIPTION
LAMP
QTY.
WATTS
TYPE
TOTAL INPUT WATTS
MOUNTING
VOLTAGE
REMARKS
F1
SPAULDING LIGHTING TRP4DSA40SSK40NW A4040SSA4D
BUILDING MOUNTED LED WALL PACK WITH MOTION RESPONSIVE SENSOR
1
33
LED
33
WALL
120
SCALE
3/32" = 1'-0"
0'
1'
2'
4'


PLANS PREPARED FOR:
CROWN CASTLE
Crown Castle Towers 05-2, LLC
PLANS PREPARED BY:
JACOBS
Jacobs Engineering Group Inc.
2600 MICHELSON DRIVE, SUITE 900
IRVINE, CALIFORNIA 92612
949.224.7500
CARRIER:
Sprint
ENGINEERING LICENSE:
No. E-5819
DRAWING NOTICE:
REVISIONS:
DESCRIPTION
DATE
BY
REV
DRAWN BY:
RU
CHECKED BY:
RK
APPROVED BY:
JACOBS PROJECT #:
SITE NAME:
ARROWHEAD
SITE BU NUMBERS:
879004, 831038, OG03XC045
SITE ADDRESS:
2023 W. COLLINS AVENUE
ORANGE, CA 92867
SHEET DESCRIPTION:
GROUNDING SCHEMATIC
AND RISER DIAGRAM
SHEET NUMBER:
E-5
GROUNDING SCHEMATIC
3
RADIO FREQUENCY & LOW VOLTAGE DC POWER RISER DIAGRAM
1
SECTOR A
SECTOR B
SECTOR C
ANTENNA
RRUS
SURGE SUPPRESSOR
ANTENNA MOUNT OR PLATFORM
GROUND LEVEL
CABINET
GPS RECEIVER
IN LINE SURGE SUPPRESSOR

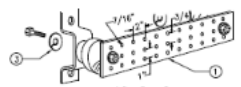


1. GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE VERTICAL.

GROUND ROD 7

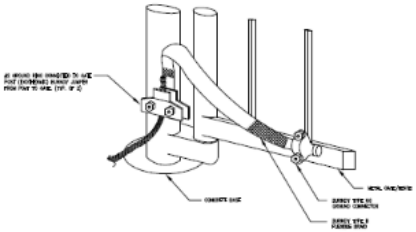


CAD WELD CONNECTION 4

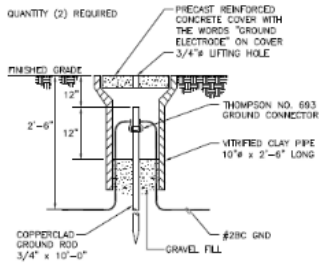


1. COPPER GROUND BAR, 1/4"x 4"x 20", NEWTON INSTRUMENT CO. CAT. NO. B-6142 OR EQUAL. HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION. (ACTUAL GROUND BAR SIZE WILL VARY BASED ON NUMBER OF GROUND CONNECTIONS)
2. INSULATORS, NEWTON INSTRUMENT CAT. NO. 3061-4 OR EQUAL
3. 5/8" LOCK WASHERS, NEWTON INSTRUMENT CO. CAT. NO. 3015-8 OR EQUAL
4. WALL MOUNTING BRACKET, NEWTON INSTRUMENT CO. CAT NO. A-6056 OR EQUAL
5. 5/8-11 X 1" HHCS BOLTS, NEWTON INSTRUMENT CO. CAT NO. 3012-1 OR EQUAL
6. INSULATORS SHALL BE ELIMINATED WHEN BONDING DIRECTLY TO TOWER/MONOPOLE STRUCTURE. CONNECTION TO TOWER/MONOPOLE STRUCTURE SHALL BE PER MANUFACTURERS RECOMMENDATIONS.

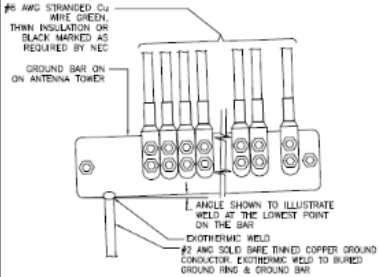
GROUND BAR 1



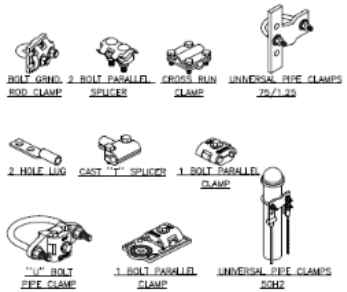
GROUNDING METAL GATE/FENCE 8



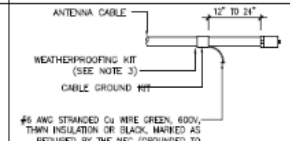
GROUND ROD WELL 5



GROUND BAR INSTALLATION 2



MECHANICAL CONNECTION 6



CONNECTION OF CABLE GROUND KIT TO ANTENNA CABLE

NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND & ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE (TYPE & PART NUMBER) AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER-PROOFING SHALL BE (TYPE & PART NUMBER) AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER & APPROVED BY CONTRACTOR.

CABLE GROUNDING 3

PLANS PREPARED FOR:

CROWN CASTLE

Crown Castle Towers 06-2, LLC

PLANS PREPARED BY:

JACOBS
Jacobs Engineering Group, Inc.
2690 MICHELSON DRIVE, SUITE 500
IRVINE, CALIFORNIA 92612
949.224.7500

CARRIER:

Sprint

ENGINEERING LICENSE:

REGISTERED PROFESSIONAL ENGINEER RAYMUND D. MONTELLANO No. E16489 Exp. 9-30-19 ELECTRICAL STATE OF CALIFORNIA

DRAWING NOTICE:

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF JACOBS ENGINEERING AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT FROM JACOBS ENGINEERING.

REVISIONS:

DESCRIPTION	DATE	BY	REV
BOLTS	NOV 26, 2018	RU	1
PLAN NOTE CORRECTIONS	MAY 17, 2019	RU	2

DRAWN BY:	RU
CHECKED BY:	RR
APPROVED BY:	
JACOBS PROJECT #	EUCC03C03

SITE NAME:

ARROWHEAD

SITE BU NUMBERS:

879004, 831038, OG03XC045

SITE ADDRESS:

2023 W. COLLINS AVENUE
ORANGE, CA 92867

SHEET DESCRIPTION:

DETAILS

SHEET NUMBER:

E-6

COMMUNICATIONS SITE GROUND LEASE AGREEMENT

This COMMUNICATIONS SITE GROUND LEASE AGREEMENT ("Lease") is entered into between COX PCS ASSETS, L.L.C., a Delaware limited liability company ("Lessee"), wholly owned by Cox Communications PCS, L.P., a Delaware limited partnership ("Cox L.P."), and MICHAEL LEE MALAMUT, a married man as his sole and separate property ("Lessor").

The parties hereto agree as follows:

1. Premises. Lessor owns the real property described in Attachment 1 commonly known as 595 The City Drive South, Orange, California, APN 231-091-07 ("Lessor's Property"). Subject to the following terms and conditions, Lessor leases to Lessee and Lessee leases from Lessor that portion of Lessor's Property depicted in Attachment 2, and any applicable easements for access and utilities (the "Premises"). The precise location of the Premises shall be as delineated on the plans Lessor approves under Section 5(b) below. Such approved plans shall control to describe the Premises in the event of any discrepancy between the delineation of the Premises on the plans and on Attachment 2.

2. Use.

(a) Lessee shall have the right to use the Premises for providing communication services, including but not limited to the transmission and reception of radio communication signals on various frequencies. Such use includes Lessee's right to install, construct, operate, maintain, repair, replace and secure Lessee's Facility. "Lessee's Facility" means Lessee's communications equipment installed on the Premises, including antennas, antenna support structures, poles, dishes or masts, radio frequency transmitting and receiving equipment, primary, back-up and temporary power units, interconnection equipment, equipment cabinets, cabling, wiring, lines, conduits, pipes and accessories, as the same may be modified, added to, substituted and/or reconfigured from time to time.

(b) Lessee shall at all times comply with all applicable laws, codes, rules and regulations relating to Lessee's use of the Premises and conduct of Lessee's business at the Premises.

3. Term.

(a) The term of this Lease ("Term") shall be five (5) years commencing on the first to occur of (i) the date Lessee commences construction of Lessee's Facility (other than minor site preparation) or (ii) 12 months after the date of this Lease set forth above the signatures to this Lease ("Commencement Date"). Lessee shall give written notice to Lessor upon commencement of construction.

(b) Lessee shall have the right to extend the Term for five (5) additional periods of five years each (a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be extended for each Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least 90 days prior to expiration of the Term or the then-existing Renewal Term, as the case may be.

(c) If Lessee remains in possession of the Premises at the expiration of this Lease, except as otherwise provided herein, this Lease shall continue in force upon the same terms and conditions for a further period of one year, and for like annual periods thereafter, until and unless terminated by either party by giving the other party, at least 90 days before the end of such additional period, written notice that no further extensions shall occur under this provision.

(d) Notwithstanding any contrary provisions of this Section 3, in no event shall the Term, Renewal Terms and automatic annual extensions of this Lease exceed a total of 33 years.

4. Rent. The annual rent for the Premises ("Annual Rent") initially shall be Fifteen Thousand ($15,000.00). The Annual Rent shall increase on the first day of the month in which each anniversary of the

Commencement Date occurs throughout the Term and each Renewal Term by three percent (3%) of the annualized Annual Rent in effect immediately preceding the increase. Annual Rent shall be payable in equal monthly installments, in advance, on the first day of each month beginning on the Commencement Date. If the Commencement Date occurs on a date other than the first day of a month, and/or if the Term or final Renewal Term ends on a date other than the last day of a month, the monthly installment of Annual Rent shall be prorated for each such partial month. Annual Rent shall be payable to Lessor at its address specified at the end of this Lease, or as Lessor may otherwise direct from time to time in writing at least 30 days prior to any rent payment date.

5. Improvement; Access.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date to enter Lessor's Property for the purpose of making inspections and engineering surveys (and soil tests where applicable) and other tests to determine the suitability of the Premises for Lessee's Facility and to prepare for the construction of Lessee's Facility.

(b) The final plans and precise location of the Premises and Lessee's Facility shall be subject to the prior written approval of Lessor, which may be given by initialing and returning to Lessee a copy of the final plans.

(c) Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's Facility and to install utility lines and transmission lines connecting antennas, transmitters, receivers and other equipment. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense by licensed and bondable contractors in a good and workmanlike manner.

(d) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors over and through Lessor's Property to the Premises 24 hours a day, seven days a week, at no charge to Lessee. Lessor hereby grants to Lessee such rights of ingress and egress over Lessor's Property as may be necessary and consistent with the authorized use of the Premises. Subject to Lessor's reasonable rules, Lessor shall permit Lessee's employees, agents, contractors, subcontractors and invitees to park vehicles on Lessor's Property as necessary and consistent with the authorized use of the Premises. Lessor shall, at its expense, maintain all access roadways or driveways from the nearest public roadway to the Premises in a manner sufficient to allow access.

(e) Lessee shall have the right to install utilities (including emergency or back-up battery or transportable generator power), at Lessee's expense, and to improve the present utilities on or near the Premises. Subject to Lessor's approval of the location, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facility. Upon Lessee's request, Lessor shall execute and record easement(s) evidencing this right.

(f) Lessee's rights of access and to install utilities under this Section 5 include, but are not limited to, the right to install, maintain and service telephone lines connecting the base station of Lessee's Facility and the minimum point of entry (MPOE) or other point of presence of the telephone service provider at Lessor's Property.

6. Interference with Communications.

(a) Lessee's Facility shall not disturb or interfere with the communications equipment and uses which exist on Lessor's Property on the date this Lease is fully executed ("Pre-existing Communications Facilities"); and Lessee's Facility shall comply with all non-interference rules of the Federal Communications Commission.

(b) Lessor shall not use or permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee's Facility. Lessor shall take prompt action to terminate any interference with Lessee's communications operations that Lessor has the right to terminate, and shall cooperate with Lessee to obtain the termination of any interference with Lessee's communications operations that is beyond the control of Lessor. The parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring an action against the interfering party to enjoin such interference. Pre-existing Communications Facilities configured and operating in the same manner and at the same frequency as on the date this Lease is fully executed shall not be subject to this subsection (b).

(c) If Lessor receives any request to locate any communications transmitting equipment on Lessor's Property from any third party (a "Carrier"), Lessor shall include in the lease, license or other agreement with the Carrier a provision prohibiting the Carrier from interfering with the communications operations of Lessee's Facility and requiring the Carrier to comply with all the provisions set forth in the "Technical Requirements for Third Party Collocation" attached to this Lease as Attachment 3 in designing, locating and operating its transmitting equipment and in reconfiguring or changing the frequency or operation of such equipment.

7. Taxes, Utilities and Maintenance.

(a) If for any reason Lessee's Facility is assessed for tax purposes as part of Lessor's Property, Lessee shall reimburse Lessor any increase in Lessor's real property taxes attributable to the value or cost of Lessee's Facility. Reimbursement shall be due 30 days following Lessee's receipt of a written request and reasonable evidence of the increase.

(b) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facility. If practicable, Lessee shall install at Lessee's expense a separate electric meter and pay for electricity directly. If a separate meter is not practicable, Lessee shall install at Lessee's expense a submeter measuring Lessee's electrical consumption from Lessor's electrical lines and switchgear; and Lessee shall reimburse to Lessor, within 30 days after receipt of invoice and a copy of the applicable utility company's bill to Lessor, the cost of Lessee's actual electrical consumption based on submeter readings and the then-current utility rate.

(c) Lessee shall maintain the Premises throughout the Term and all Renewal Terms in good condition, ordinary wear and tear excepted. Lessee shall not be required to make any repairs to Lessor's Property, except as stated in Section 10 below and except for damage to Lessor's Property caused by Lessee, its employees, agents, contractors, subcontractors, subtenants or invitees.

8. Termination.

(a) This Lease may be terminated by Lessee on 30 days prior written notice to Lessor (or any shorter notice expressly set forth below), if:

(i) Lessee delivers to Lessor such 30-day written notice at any time prior to the Commencement Date, for any reason or no reason;

(ii) Lessee determines at any time after the Commencement Date that any governmental or non-governmental license, permit, consent, approval, easement or restriction waiver that is necessary to enable Lessee or Cox L.P. to install and operate Lessee's Facility cannot be obtained or renewed at acceptable expense or in an acceptable time period;

(iii) Lessee determines at any time after the Commencement Date that the Premises are not appropriate or suitable for its or Cox L.P.'s operations for economic, environmental or technological reasons, including without limitation, any ruling or directive of the FCC or other governmental or regulatory agency, or problems with signal strength or interference not encompassed by subsection (iv) below; provided that the right to terminate under this subsection (iii) is exercisable only if Lessee pays Lessor as a termination fee the lesser of three monthly installments of Annual Rent or the balance of the Annual Rent due for the remaining term of this Lease;

(iv) Any Pre-existing Communications Facilities, or any communications facilities or other structures of any kind now or hereafter located on or in the vicinity of Lessor's Property, interfere with Lessee's Facility and Lessee is unable to correct such interference through reasonably feasible means;

(v) Lessor commits a default under this Lease (other than under Section 5 or Section 6) and fails to cure such default within the 30-day notice period, provided that if the period to diligently cure takes longer than 30 days and Lessor commences to cure the default within the 30-day notice period, then Lessor shall have such additional time as shall be reasonably necessary to diligently effect a complete cure; or Lessor commits a default under Section 5 or Section 6 and fails to cure such default within five (rather than 30) days after receiving written notice of such default; or

(vi) Lessee's Facility is totally or partially destroyed by fire or other casualty at any time during the last three years of the Term or any Renewal Term so as in Lessee's judgment to hinder Lessee's or Cox L.P.'s normal operations.

(b) This Lease may be terminated by Lessor if Lessee commits a default under this Lease and fails to cure such default within (i) ten business days after Lessee receives written notice of the default, where the default is a failure to pay rent when due, or (ii) 30 days after Lessee receives written notice of any other default and fails to cure such default, provided that if the period to cure takes longer than 30 days and Lessee commences to cure the default within the 30-day notice period, then Lessee shall have such additional time as shall be reasonably necessary to diligently effect a complete cure.

(c) Upon termination, neither party shall have any further rights, obligations or liabilities to the other except: (i) with respect to provisions of this Lease which by their sense and context survive termination; (ii) where termination is by reason of breach or default of the other party; and (iii) with respect to the rights and remedies of the parties relating to the period prior to termination.

9. Destruction or Condemnation.

(a) If the Premises or Lessor's Property is damaged or destroyed so as, in Lessee's judgment, to hinder Lessee's or Cox L.P.'s normal operations, Annual Rent shall abate in full from the date such damage or destruction occurs until Lessee or Cox L.P. is able to commence normal operations.

(b) Lessor and Lessee waive any statutory rights to terminate this Lease on account of damage or destruction.

(c) If the whole of the Premises, or any portion thereof which, in Lessee's judgment, renders the balance of the Premises unsuitable for Lessee's or Cox L.P.'s normal operations, are taken by any public or quasi-public authority by condemnation, or sold under threat or in lieu of any such taking, whether separately or as part of Lessor's Property, this Lease shall terminate as of the date possession is delivered to the condemning authority. Lessee shall have the right to participate in all condemnation proceedings and/or negotiations regarding the Premises and shall have the right to any award specifically designated as compensation for Lessee's interest under this Lease, the cost of removal of Lessee's Facility or any other amounts recoverable under condemnation law.

10. Title to and Removal of Lessee's Facility. Title to Lessee's Facility and any equipment placed on the Premises by Lessee shall be held solely by Lessee or Cox L.P. All of Lessee's Facility shall remain the personal property of Lessee or Cox L.P. and shall not be treated as real property or become a part of Lessor's Property even though affixed thereto. Lessee has the right and obligation at its sole expense to remove all of Lessee's Facility on or before the expiration of this Lease or within 60 days after any earlier termination of this Lease, except that Lessee is not obligated to remove underground installations or below grade support footings or pads. Lessee shall repair any damage to Lessor's Property caused by such removal and restore the Premises to good condition, less ordinary wear and tear.

11. Insurance. During the Term and any Renewal Term, and thereafter until the removals required under Section 10 are complete, and prior to the Commencement Date if Lessee enters Lessor's Property under Section 5(a), Lessee shall maintain, at its expense, commercial general liability insurance, naming Lessor as an additional insured, providing coverage of $1,000,000 per occurrence for bodily injury and property damage.

12. Indemnification; Waiver of Subrogation.

(a) Lessee shall indemnify, defend, protect and hold harmless Lessor, its affiliates, and each of their directors, officers, partners, members, managers, shareholders, agents and employees from and against (i) any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of the Premises by Lessee or its employees, agents, contractors, subcontractors, subtenants or invitees or the condition or operation of Lessee's Facility, and (ii) any mechanic's or materialman's liens filed in connection with any work done on the Premises or Lessor's Property by or at the request or direction of Lessee. Lessee shall, following request by Lessor, cause any such mechanic's or materialman's liens to be released by posting an appropriate release bond therefor.

ClibPDF - www.fastio.com

(b) Lessor shall indemnify, defend, protect and hold harmless Lessee, its affiliates, and each of their directors, officers, partners, members, managers, shareholders, agents and employees from and against any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from use and operation of Lessor's Property by Lessor or its employees, agents, contractors, tenants (other than Lessee) or invitees or the condition of Lessor's Property; provided that Lessor, its affiliates and each of their directors, officers, partners, members, managers, shareholders, agents and employees shall have no liability for any injury, damage, liability, loss, cost or expense occasioned by theft, fire, act of God, civil disturbance, strike, order of governmental authority, interruption of utility service or other cause beyond their reasonable control and not resulting from, or contributed to by, their negligence.

(c) Notwithstanding any contrary provision of this Lease, each party hereby waives any right to recover from the other party or other party's partners, members, managers, affiliates, agents and employees any loss or damage resulting from any cause or hazard to the extent the loss or damage is covered by property insurance carried by the party suffering loss or damage, including any loss or damage resulting from loss of the use of any property and provided that at the time of loss the property insurers for both parties have waived rights of subrogation. These waivers shall apply between the parties and to any property insurer claiming under or through either party as a result of any asserted right of subrogation, unless any property insurer has not waived its right of subrogation (in which case these waivers shall have no effect). Lessor and Lessee each shall use diligent efforts to cause its respective property insurer to include in the insurance policy an endorsement or clause waiving the insurer's rights of subrogation against Lessee and Lessor, respectively.

13. Title; Quiet Enjoyment; Subordination.

(a) Lessor warrants that (i) it owns good and sufficient title to and interest in Lessor's Property, (ii) there are no liens, encumbrances, covenants, restrictions or judgments affecting Lessor's Property which impede or adversely affect Lessee's intended use of the Premises, (iii) Lessor has full right, power and authority to execute, deliver and perform this Lease and (iv) so long as Lessee is not in material default under this Lease, Lessee shall have undisturbed, quiet and peaceful use and enjoyment of the Premises throughout the Term and any Renewal Term.

(b) Lessor shall use its best efforts to obtain from each holder of any underlying lease, mortgage, land contract, deed of trust or other existing lien rights affecting the Premises with priority over this Lease, a recordable agreement, in form reasonably acceptable to Lessee, to recognize and not disturb this Lease and Lessee's right to possession, use and enjoyment hereunder so long as Lessee is not in default. At the option of Lessor, this Lease may be subordinated to any future underlying lease, mortgage, deed of trust or lien affecting the Premises, and to any renewal, modification or replacement thereof, provided that the holder thereof executes and delivers a recordable non-disturbance agreement in form reasonably acceptable to Lessee.

14. Environmental. Lessor represents that to the best of its knowledge the Premises and Lessor's Property have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents that to the best of its knowledge no Hazardous Materials or underground storage tanks are located on or near the Premises or Lessor's Property. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease. During the Term and any Renewal Term, Lessor shall handle, store and dispose of all Hazardous Materials it brings onto Lessor's Property in accordance with all federal, state and local laws and regulations and shall impose on any lessee, licensee or other party using any portion of Lessor's Property the same obligation. Lessee shall not bring any Hazardous Materials onto the Premises except for those contained in its back-up power batteries (e.g. lead-acid batteries) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents). Lessee shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation and specifically includes but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof).

15. Resolution of Disputes.

(a) Except as set forth in subsection (c) below, all controversies arising out of or relating to this Lease or any related instruments shall be resolved by submission to final and binding arbitration at the offices of JAMS/Endispute ("JAMS") in the county in which Lessor's Property is located. Such arbitration shall be conducted in accordance with the then most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules. The final decision of the arbitrator shall be binding on the parties and shall not be subject to appellate review.

(b) The aggrieved party shall initiate arbitration by sending written notice of its intention to arbitrate to the other party to this Lease and to JAMS. Such notice shall contain a description of the dispute, the amount in controversy, and the remedy sought. The parties shall execute any and all documents and statements required by JAMS for the arbitration or settlement of the dispute in accordance with the JAMS Rules. In no event shall any demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim would be barred by the applicable statute of limitations.

(c) Notwithstanding any provision of this Section 15 to the contrary, Lessor and Lessee shall be entitled to obtain immediate equitable relief, such as by temporary restraining order and injunction, in state or federal court to prevent any violation of any of the covenants, conditions or provisions contained in this Lease.

(d) The arbitrator shall have no right or power to award punitive damages, or to award any relief that could not be awarded by a court or other tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to attorneys' fees, pursuant to Section 16(f).

16. Miscellaneous.

(a) If any provision of this Lease, the deletion or modification of which would not adversely affect the receipt of any material benefit by either party, is declared by a court of competent jurisdiction (or by an arbitrator) to be invalid or unenforceable, then the remainder of this Lease shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. In lieu of each provision of this Lease that is invalid or unenforceable, there shall be added as part of this Lease an enforceable provision as similar in terms to such invalid or unenforceable provision as possible.

(b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required herein shall be given personally, by certified or registered mail, postage prepaid, return receipt requested, by confirmed fax, or by reliable overnight courier to the address of the respective parties set forth on the signature page. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) Where either Lessor or Lessee is required to obtain the consent or approval of the other party, such consent shall not be unreasonably withheld or delayed and, unless otherwise specified herein, shall be deemed given if the requesting party does not receive a written notice stating the reasons for disapproval within ten business days of submitting a written request for consent or approval.

(e) This Lease shall be governed, construed and interpreted under the laws of the State of California. This Lease shall be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either party. This Lease shall not be interpreted or construed against the party preparing it.

(f) In the event of any dispute or legal proceeding (including arbitration under Section 15) between the parties arising out of or relating to this Lease or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including but not limited to attorneys' and expert witness fees,

incurred in connection with such dispute or legal proceeding, any counterclaims or cross-complaints, any action to confirm, correct or vacate an arbitration award, any appeals and any proceeding to establish and recover such costs and expenses, in such amount as the court or arbitrator determines reasonable. Any party entering a voluntary dismissal of any legal proceeding without the consent of the opposing party in such proceeding shall be deemed the non-prevailing party.

(g) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(h) Each person executing this Lease for either Lessee or Lessor represents and warrants, for himself or herself and for the party for which the person purports to act, that such person is authorized to execute the Lease on behalf of such party, that such person is acting within the scope of such person's authority, and that all necessary action has been taken to give such party the authority, and the party has the authority, to enter into this Lease and to be bound by the terms of this Lease.

(i) Time is of the essence of this Lease.

(j) Concurrently with execution of this Lease, Lessor and Lessee shall execute and acknowledge before a notary public a Memorandum of Ground Lease in the form attached to this Lease as Attachment 4. Lessee at its expense may record the Memorandum of Ground Lease in the real property records for the county in which Lessor's Property is located.

(k) This Lease including all attachments and riders constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases and agreements, written or oral, concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease shall be effective only if in writing and executed by both parties.

(l) This Lease includes and incorporates the following riders attached hereto: NONE.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have executed this Lease as of Oct 9, 1998.

LESSOR

MICHAEL LEE MALAMUT,
a married man as his sole and separate property

By: Michael L Mal

Name/Title: Michael Lee Malamut

LESSEE

COX PCS ASSETS, L.L.C.,
a Delaware limited liability company

By: Cox Communications PCS, L.P.,
a Delaware limited partnership,
its only Member

By:
Name: Ted J. Carrier
Title: Vice President of Operations and Integration

Lessor's Address, Phone and Fax:

MICHAEL LEE MALAMUT
PRESIDENT
c/o AUTOLAND
4312 Woodman Avenue, 3rd Floor
Sherman Oaks, CA 91423
818-501-2222 x 122
FAX 818-808 4887

Tax I.D. No. 552-74-1865

Lessee's Address, Phone and Fax:

Address if by means other than courier:
P.O. Box 14607
Irvine, California 92623-4607
Attn: Property Manager

Address if by courier:
18200 Von Karman
6th Floor, Suite 631
Irvine, California 92612
Attn: Property Manager

Tel: (714) 623-5786
Fax: (714) 623-5790

ClibPDF - www.fastio.com

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

APN 231-091-07

PARCEL I:

THAT PORTION OF LOT 28 OF THE "POTTS, BORDEN AND SIDWELL TRACT," AS PER MAP RECORDED IN BOOK 4, PAGE 624, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF "DAWN TRACT", AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 21 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF "DAWN TRACT" WITH THE CENTER LINE OF THAT CERTAIN STREET, 40.00 FEET WIDE, SITUATED ALONG THE WEST LINE OF LOT 15 OF SAID "DAWN TRACT"; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 08' 01" EAST, TO A LINE PARALLEL WITH AND DISTANT EASTERLY 40.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY PROLONGATION OF SAID CENTER LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 0 DEGREES 51' 00" WEST, 100.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 5 DEGREES 01' 22" EAST, 100.00 FEET; THENCE SOUTH 12 DEGREES 01' 12" EAST, 19.47 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 245.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID LOT 28; THENCE ALONG LAST SAID PARALLEL LINE NORTH 89 DEGREES 08' 01" WEST, 17.19 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 2040.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, FROM A TANGENT WHICH BEARS NORTH 01 DEGREES 51' 22" EAST, THROUGH AN ANGLE OF 3 DEGREES 19' 22", AN ARC DISTANCE OF 118.97 FEET TO FIRST SAID PARALLEL LINE; THENCE ALONG FIRST SAID PARALLEL LINE NORTH 0 DEGREES 51' 00" EAST, 4.51 FEET TO SAID TRUE POINT OF BEGINNING.

SUBJECT TO THE EXCEPTING AND RESERVATION THEREFROM, ALL OIL, MINERALS, NATURAL GAS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN CONVEYED PARCEL OF LAND, AND THE RIGHTS THERETO, TOGETHER WITH CERTAIN OTHER CONDITIONS, AS EXCEPTED AND RESERVED IN A DEED (STATE PARCEL 84114) TO THE STATE OF CALIFORNIA, RECORDED NOVEMBER 27, 1961 IN BOOK 6021, PAGE 1, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

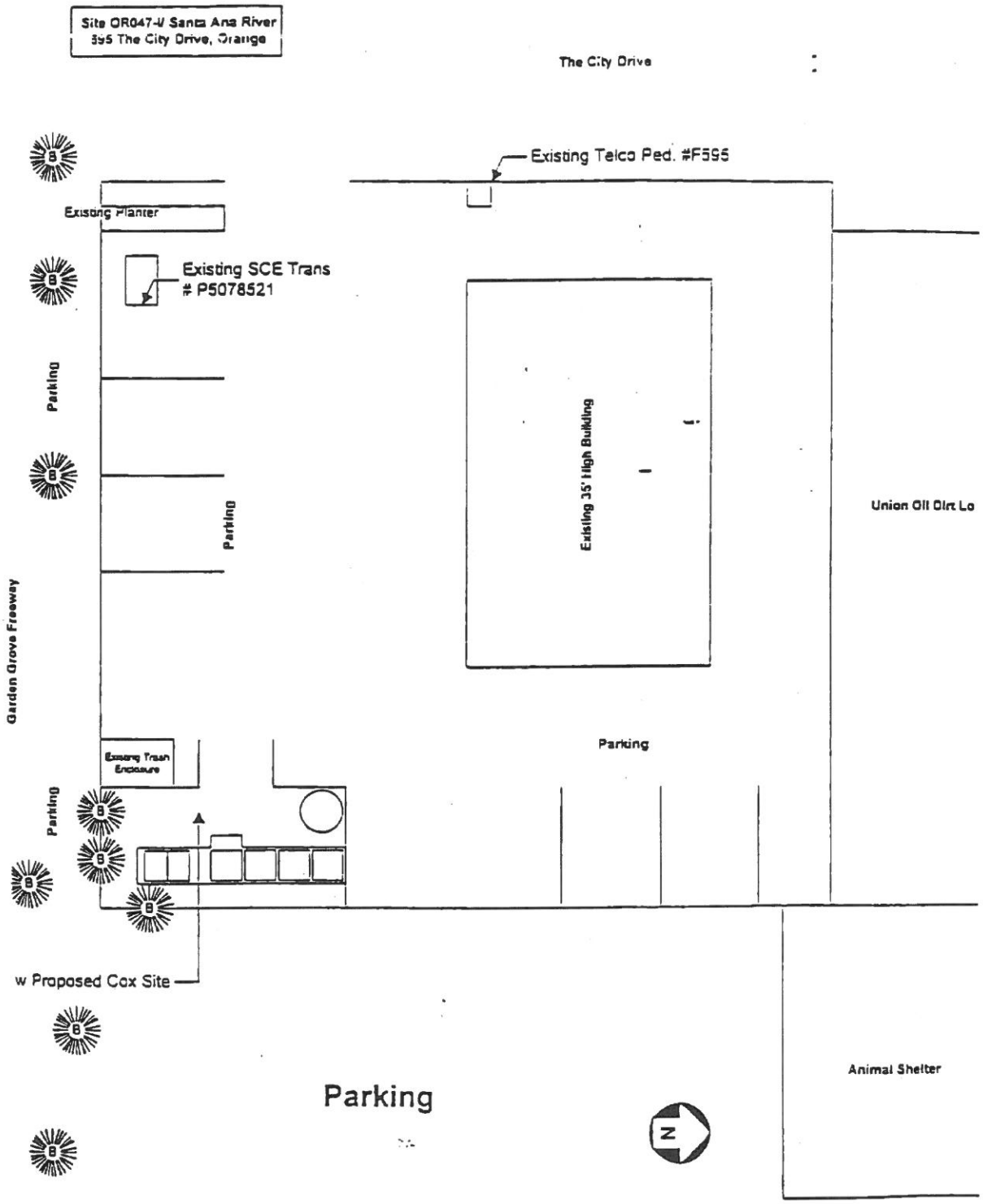
PARCEL II:

PARCEL A: THE SURFACE AND THOSE PORTIONS OF THE SUBSURFACE WHICH LIE ABOVE A PLANE PARALLEL TO AND 500 FEET MEASURED VERTICALLY DOWNWARD BELOW THE SURFACE OF THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PORTION OF LOT 28 OF POTTS, BORDEN AND SIDEWELL TRACT, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 624 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, SHOWN AS PARCEL 2 ON MAP FILED IN BOOK 25, PAGE 32 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: AN EASEMENT FOR A SANITARY SEWER LINE OVER THE WESTERLY 10.00 FEET OF THAT PORTION OF LOT 28, OF POTTS, BORDEN AND SIDWELL TRACT, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 624, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, SHOWN AS PARCEL 1 ON A MAP FILED IN BOOK 25, PAGE 32 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DEPICTION OF THE PREMISES AND LESSEE'S FACILITY



ATTACHMENT 2

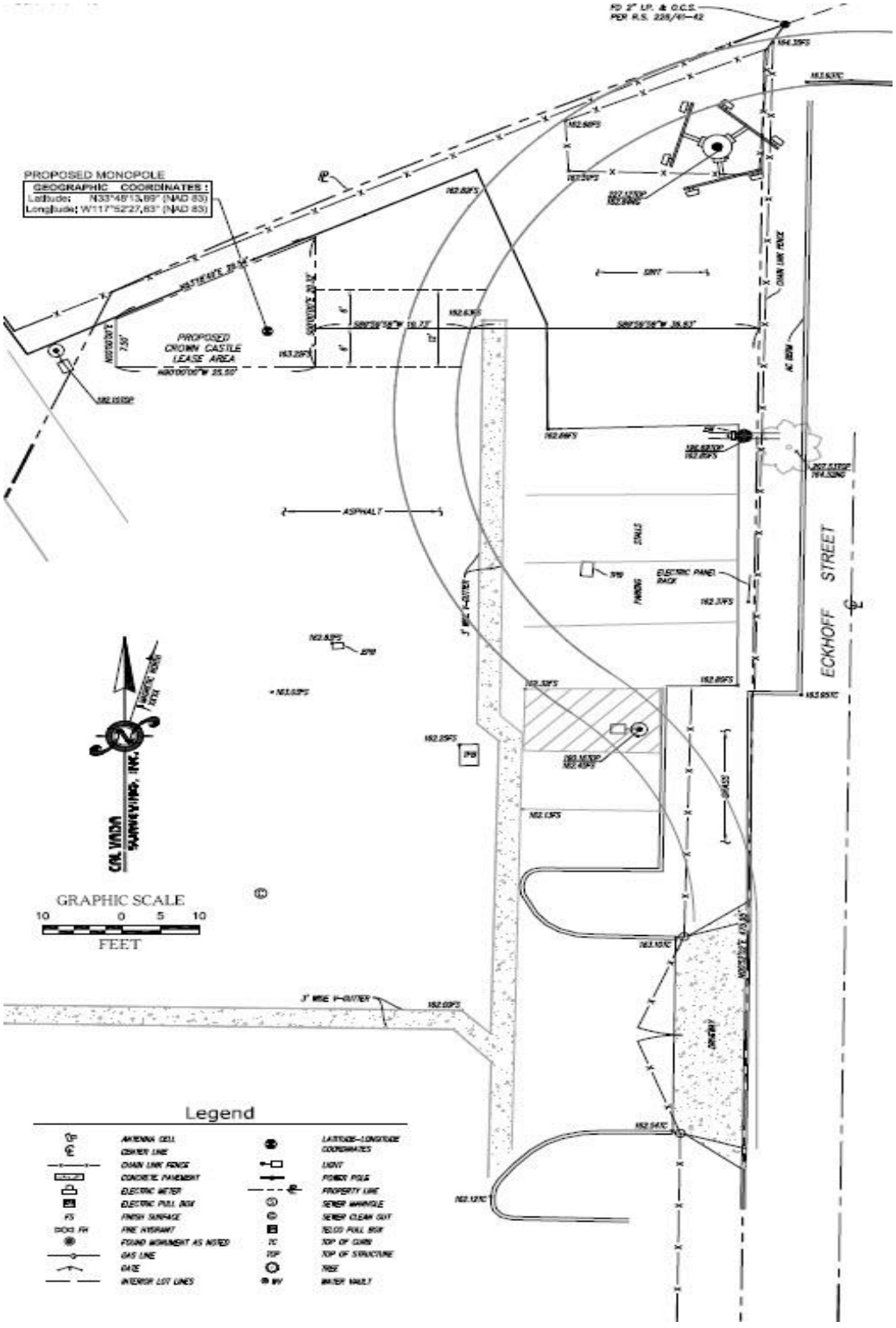
LA\962070050
Version 1/7/98

Site No. OR047-I

Initial _____ Initial _____

ATTACHMENT C

LOCATION MAP



Board of Supervisors

Memorandum

RECEIVED
2019 DEC 13 AM 10: 36
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

December 13, 2019

To: Clerk of the Board

From: Chairwoman Lisa A. Bartlett, Supervisor 5th District

Subject: Appointment to Board of Retirement, OCERS

S32E

Please add an item of business to the supplemental calendar for the December 17, 2019 Board meeting agenda. The title of the item should read:

Chairwoman Bartlett – Board of Retirement, OCERS – Appoint Arthur Hidalgo to the position of Public At-Large – Sixth Member for term ending Dec 31, 2022; reappoint Shawn Dewane to the position of Public At-Large – Ninth Member for term ending Dec 31, 2022; and reappoint Charles Packard to the position of Public At-Large Fifth Member for term ending Dec 31, 2022.

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

(FOR COUNTY USE ONLY)

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

_____

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ **First** ■ **Second** ☐ **Third** ☐ **Fourth** ☐ **Fifth**

APPLICANT NAME AND RESIDENCE ADDRESS:

Arthur A. Hidalgo

First Name Middle Name Last Name

Newport Beach

City

Email Address

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: ■ **YES** ☐ **NO**

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? ■ **YES** ☐ **NO**

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Natoinal Association of Securities Professionals	9/2006	Present

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ☐YES ■ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? ☐YES ■ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

☐YES ■ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

SEE ATTACHED.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

DATE: 12/5/2019 **APPLICANTS SIGNATURE:** [signature]

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5

☐ All BOS ☐ BCC Contact Person Name _____

Arthur Hidalgo - Statement of Interest Orange County Board of Retriement

I would be honored to serve the Citizens of the County of Orange as an appointed member on the Board of Retirement of the Orange County Employees Retirement System.

The Citizens of the County of Orange would benefit from my 20+ years of experience working with public pension plans such as CalPERS, Los Angeles Fire & Police Pension Fund, Los Angeles City Employees Retirement System, NYC Police Pension Fund, NY Common Retirement Fund, Chicago Municipal Employees, New Mexico State Investment Council and others.

The Citizens of the County of Orange would also benefit from my experience as a former Board Member of the Orange County Employees Retirement System. I was Chair of the Private Markets Committee and Vice Chair of the Board. I'm well versed in public pension operations, disability matters and investments.

Thank you for your consideration.

/s/ Arthur Hidalgo

ARTHUR A. HIDALGO

Executive Vice President
Carpenter & Company

Mr. Hidalgo, a resident of Newport Beach, a Founding Partner and Managing Member of the Carpenter Community BancFunds, an affiliate of Carpenter & Company. Carpenter & Company is an investment bank and strategic consulting firm founded by Edward J. Carpenter in 1974. Carpenter & Company is noted for its particular focus on the creation, capitalization, and growth of over 500 community financial institutions. The Carpenter Community BancFund provided capital to growing commercial banks to the $1.2 trillion independent banking industry. Mr. Hidalgo focused on management activities of the fund, capital formation and was the lead partner for all Limited Partner matters. He also served on the BancFund's investment committee and provided portfolio management oversight of the fund.

Prior to Carpenter & Company, Mr. Hidalgo was Vice President at Adelante Captial Management and Lend Lease Rosen Real Estate Securities, a $4.5B specialty real estate securities investment management firms. Mr. Hidalgo worked under the direction of Michael Torres, a nationally recognized real estate securities expert; and Dr. Ken Rosen, Professor Emeritus and Chair at the Fisher Center for Real Estate and Urban Economics at the Hass School at the University of California at Berkeley. Mr. Hidalgo led the charge in all aspects of capital formation, strategic marketing, client relations and Institutional Investor education.

Mr. Hidalgo has over 25 years experience in the financial services industry having been a Corporate Banking Officer at Union Bank and First Interstate Bank, Ltd. He developed his investment management and commercial real estate expertise at PM Realty Group, Lend Lease Real Estate Investments, and Adelante Capital Management. He previously was on the Editorial Board of The Institutional Real Estate Newsletter, a nationally recognized publication for the Institutional Real Estate community. And was an active member of the Pension Real Estate Association.

Mr. Hidalgo has been active in community affairs throughout his career. He worked on various fundraising projects for educational grants and scholarships to deserving students including; the Neighborhood Youth Association, The Robert Toigo Foundation, The Stickel Christian Foundation, and the Loyola Marymount University Mexican American Alumni Scholarship Fund. He has also served as a Board Member of the Loyola Marymount University Alumni Association. Mr. Hidalgo is is currently Board Member of the National Association of Securities Professionals - NY Chapter. He also served as Board Member and Vice Chair of the Orange County Employees' Retirement System.

Mr. Hidalgo holds a Bachelor of Business Administration from Loyola Marymount University Los Angeles. SACRS/UC Berkeley Program Professional Certificate in Modern Investment Theory & Practice for Retirement Systems.

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ **First** ■ **Second** ☐ **Third** ☐ **Fourth** ☐ **Fifth**

APPLICANT NAME AND RESIDENCE ADDRESS:

Shawn (First Name) Patrick (Middle Name) Dewane (Last Name)

Costa Mesa
City

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: ■ **YES** □ **NO**

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ■ **YES** □ **NO**

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Mesa Water District - Board President	1/2005	Current
Orange County Employee Retirement System	2017	Current

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? □YES ■ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? □YES ■ NO

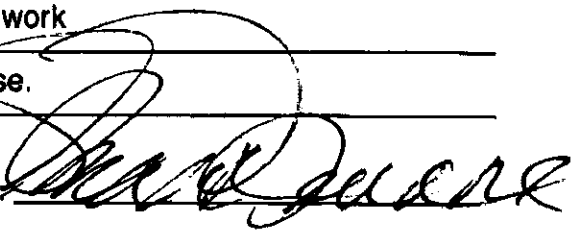
HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

□YES ■ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

My professional expertise, educational background and work history, perfectly aligns with OCERS mission and purpose.

DATE: December 8, 2019 **APPLICANTS SIGNATURE:** 

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5

□ All BOS □ BCC Contact Person Name _____

SHAWN DEWANE

Dewane Investment Strategies - Founder

Profile

A dedicated professional with 24 years of experience in the securities industry, 15 years as a Registered Principal with Raymond James Financial Services, a fortune 500 Company. In addition, I have more than 15 years of professional political experience as an elected officer for two major water utilities and trustee of the 100th largest pension fund in the United States.

Experience

Registered Principal & Investment Management Consultant, Raymond James Financial Services, Newport Beach, CA
2004 - Present
We provide institutional investment management consulting advice to industry and individuals on matters of investment planning, estate planning and tax planning. Consulting on over $150MM in assets. Securities Licenses: Series 7, 9, 10, 63, 65

President, Mesa Water District, Costa Mesa, CA
2005-Present
Policy advocacy, primarily on State and Local issues regarding water supply, reliability and retail customer rates. Serves as a regular member of all standing committees, and the liaison to our Federal Congressional Delegation.

Immediate Past President, Orange County Water District, Fountain Valley, CA 2010-2018
Meaningful Advocacy on behalf of the District to Federal and State Legislatures, on issues regarding the drought, water infrastructure design and development providing water supply for 2.4MM people in Orange County, CA. Regular member of all standing committees, and served as Chair of the Finance Committee. During my tenure the District successfully designed and built the largest indirect potable water reuse project in the world, whereby 130 million gallons of wastewater is recycled into drinking water, and is re-served to the public.

Board of Retirement, Orange County Employee Retirement System
Fiduciary oversight of $17 BB pension fund, the 100th largest in the United States.

Education

Arizona State University, Bachelor of Science, Business Management 1988

Pepperdine University, Masters of Business Administration, 1994

Los Angeles Society of Financial Analysts, USC Scholarship Recipient, CFA Level One Course Work

Skills

Sophisticated investment analytic capabilities, strong national and international diplomatic skills. Broad reach, personally and professionally within the securities and political spheres of influence.

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

Orange County Employees Retirement System

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ First ☐ Second ■ Third ☐ Fourth ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Charles (First Name) Edward (Middle Name) Packard (Last Name)

Irvine
City

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: ■ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ■ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
OCERS	12/11	12/19
Caritas	10/05	12/19
Integrity Housing	3/17	12/19

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ■YES □ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? □YES ■ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

□YES ■ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

See attachment.

DATE: 12/11/19 **APPLICANTS SIGNATURE:** _____

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5

□ All BOS □ BCC Contact Person Name _____

I have been honored to serve on the OCERS Board of Retirement since December 2011. During this tenure, I have participated in numerous opportunities to improve the business management and investment management for the benefit of the 46,000 active and retired members.

During the eight-year period of my service, I have been elected to the following positions by my fellow Board members:

- Chairman – Investment Committee
- Vice Chairman – Investment Committee
- Chairman – Board of Retirement: two annual terms
- Vice Chairman – Board of Retirement: two annual terms
- Chief Investment Officer Selection Committee
- Chairman – Audit Committee: 3 annual terms
- Chairman – Investment Manager Monitoring Committee

I have attended and participated in the following Educational Courses:

- SACRS Board Education Program
- SACRS Conferences
- CALPRS Conferences
- NASRA Conferences
- University of Pennsylvania – Wharton School of Finance: numerous advance financial investment and analyses programs

My many years of professional business experience in Senior Management positions have allowed me to contribute to the continued development of the OCERS professional management team. I have endeavored to develop a close collegial working relationship with both the Elected and Appointed Board Members.

OCERS has grown from an $8 Billion Pension Fund to its current $16 Billion Total Assets during my term. We have continued to focus on protecting the principal and avoided high-risk investments.

CHARLES E. PACKARD

BUSINESS CAREER:

Mr. Packard is a seasoned Board Member, Business Executive, Entrepreneur and Business Strategist with over four decades of successful professional endeavors. He has served on the Board of several public companies, including Kaiser Resources, Chair of Audit Committees, Chair of Special Board Committees, formerly Chairman of the Investment Committee and Chairman of the Board of OCERS. Mr. Packard is currently Chairman of the Orange County Employees Retirement System (OCERS) a $16.0 billion public pension fund.

He previously served as Principal and CFO of The Argyros Fund, where he was responsible for numerous real estate project acquisitions, development, and property management oversight of a portfolio in excess of $3.5 billion. Mr. Packard was also formerly Vice Chairman and President of Arnel Management Company – a privately-owned property management company. While CFO of Arnel & Affiliates, Mr. Packard played a key role in growing the Net Equity Value of the entity Enterprise Value from $25.0 million to in excess of $2.0 billion during his tenure. He was instrumental in recognizing and developing Revenue and Value Concepts to propel the organization to significant financial success. Mr. Packard continues as a Partner in various Arnel & Affiliates real estate investments.

Pacific American Development, LLC

Pacific American Development designs and develops residential, retail, commercial, and industrial properties throughout the United States with the needs of the local community and customers in mind. Our philosophy is to cost effectively develop projects which exceed the expectations of our customers and bring lasting value to the community. Trust, integrity, execution and ethics are more than words for Pacific American Development – they are our guiding principles.

From Residential to Retail, Commercial and Industrial properties, we're committed to developing projects that we stand behind in quality and craftsmanship. Our executive management team has over five decades of combined real estate industry experience, including operational and financial expertise with development sites ranging from 5,000 sq. ft. to more than 500,000 sq. ft. in the residential, retail, hospitality and commercial real estate sectors.

Pacific International Capital:

Pacific International Capital is a merchant banking, strategic advisory and corporate development firm providing retained corporate advisory services, proprietary resources and participating investments for small to medium sized companies.

Acting in a multi-faceted capacity as partners, corporate development and strategic advisors, we leverage decades of operating experience leading public and private companies, financial institutions, and investment funds to develop effective strategies that successfully navigate today's changing global business environments to secure and develop business opportunities across multiple business sectors.

Our global resources provide our companies and clients with strategic partnerships, business combinations and merger and acquisition opportunities that are aligned with established goals and objectives. We lower execution risk, reduce integration challenges and improve operating efficiencies to deliver sustainable competitive advantages and optimal financial performance.

Mr. Packard serves as President and Chief Financial Officer for Pacific International Capital, LLC. Mr. Packard is a highly skilled, financial veteran expert with over 30 years of experience spanning industries from aviation, automotive, financial services, real estate development and technology.

Certified Aerospace Corporation:

Certified Aerospace Corporation ("the Company") is a Delaware corporation, based in Newport Beach, California. Certified Aerospace designs, develops, manufactures, inspects, certifies and approves OEM replacement parts for installation which meets or exceeds Federal Aviation Authority (FAA), European Aviation Safety Agency (EASA), and Civil Aviation Authority (CAA) requirements.

The Company is led by an executive team with decades of aviation experience. Executive Management will lead a team of experienced aerospace engineers, marketing, sales and administrative personnel.

Management works closely with the Federal Aviation Administration (FAA) in compliance review and authority for Federal Aviation Regulations requirements, including airworthiness responsibility for engineering design, manufacture and installation of mechanical and structural parts for commercial aircraft.

The Certified Aerospace engineering department and its engineers utilize state-of-the-art 3D Computer Aided Design (CAD) and Finite Elements Analysis (FEA) systems.

Prior Business Endeavors:

In 2009, Mr. Packard became a partner in CB Capital Partner, LLC, a Southern California-based boutique investment banking business. During his two-year association he was instrumental in growing the firm to a dozen professionals and expanded the business practice to China. The firm specialized in raising capital for unique business opportunities in healthcare, bio-technology, energy and real estate sectors.

Mr. Packard was a Senior Business Strategist and the real estate industry expert for 3SIX0 Advisors, a southern California-based business strategy consulting firm from 2004 to 2009.

He was a Founder, member of the Board of Directors and a member of the Executive Committee for Elite Financial Group, LLC, Leveraged Life, Inc., and Elite Finance Company from 2003 to 2004. Elite Financial Group is a provider of financial products and services for the life insurance industry.

He was formerly Chief Operating Officer and a founder of Greentrac.com, Inc, an international business-to-business internet-based electronic purchasing system from 2000 to 2003.

He is the former Vice Chairman and President of Arnel Management Company, a property management company with a portfolio consisting of 5,155 apartments, 810,000 square feet of office space, 300,000 square feet of industrial space and 400,000 square feet of retail space. Real estate valuation would be approximately $3.0 billion in 2016. Prior to his position with Arnel Management, Mr. Packard was Executive Vice President of Arnel Development Company, the development and construction company operations of Arnel & Affiliates. In addition, he was Vice Chairman of the Board of Directors for the various Arnel & Affiliates entities.

Among Mr. Packard's other experience was his tenure as Executive Vice President of HBI Financial Inc. (formerly Seattle Mariners Management Corporation,) owner of the Seattle Mariners Major League professional baseball team, and Vice President of The Argyros Foundation, a $50 million private charitable foundation. Dur-

ing Mr. Packard's involvement with the Seattle Mariners Baseball Team he created numerous Business-Specific Performance Metrics which provided the critical information and oversight necessary to move the organization from a $20.0 Million annual cash deficit in 1981 to breakeven in 1985, a cash positive annual thereafter. The original $20.0 Million acquisition was sold 9 years later for $105.0 Million, a 525% return yield.

Mr. Packard located and negotiated a Joint-Venture with a small electronic ticketing company in 1981, introduced the company to Major League Baseball, National Basketball Association and National Football League during 1982 and 1983; today it is known as TicketMaster. The original investment to establish TicketMaster Northwest was $150,000; during the 27 years of ownership the JV generated in excess of $25.0 Million and the 50% JV ownership interest was sold to TicketMaster Corp for $25.0 Million. The TicketMaster investment of $150,000 yielded a return of $50.0 Million over 27 years (a return yield of 33,333.3%).

From 1997 to 2003 Mr. Packard served as a Member of the Board of Directors, Chairman of the Executive Committee and Chairman of the Long-Range Planning Committee of CEC Properties, Inc.

From 1991 to 2001 Mr. Packard served as a Member of the Board of Directors and Chairman of the Audit Committee of Kaiser Ventures, Inc., the former Kaiser Steel Industries, Inc., with a diversified portfolio of interests in water distribution, land development, recycling, and land fill operations in Southern California. Mr. Packard was requested to join the Board by the Financial Advisor to the Retirees who sought a liquidity event to generate $15 Million to provide funds to pay lost retiree medical and death benefits. The re-structuring of Kaiser was successfully completed in 2000 upon the sale of 90% of its assets. The Cash Liquidity event generated $225 Million for the shareholders (40% owned by the retirees).

Mr. Packard was a Founder, Member of the Board of Directors, and Chief Financial Officer of Brighton Homes, Inc., a Southern California builder of single-family homes from inception in 1987 to liquidation in 1996. Brighton Homes concentrated on single-family home communities in the $200,000 to $800,000 (in early 1990's prices) price range.

Mr. Packard has a Bachelor's Degree in Business Administration and a Master's in Business Administration from University of Toledo.

EXPERIENCE:

1985-Present **The Packard Group** **Irvine, CA**
Real Estate Investment Company
Equity partner in a 116-unit apartment project in Riverside California
Equity partner in a 110-unit single-family project in Rancho Cucamonga California.
Equity partner in a 52-unit single-family project in Perris California.
Real estate consultant on various real estate projects in California. Oregon, and Washington.

2013-Present **Pacific American Development, LLC** **Irvine, CA**
Founder & Chief Financial Officer
Real estate developer in Southwest United States
Multiple real estate industry expert: Acquisition, Development, Construction, Management & Disposition

2011-Present **Certified Aerospace Corporation** **Santa Ana, CA**
Founder, President & Chief Financial Officer
Design aircraft non-power plant replacement parts for commercial airliners

2011-Present **Pacific International Capital, LLC** **Irvine, CA**
Founder, President & Chief Financial Officer
Develop business strategies for Growth Capital raises for multiple Southern California business entities
Multi-industry business expert

2009-2011 **CB Capital Partners, LLC** **Newport Beach, CA**
Partner
Develop business strategies for Growth Capital raises for multiple Southern California business entities
Multi-industry business expert

2003-2009 **3SIX0 Advisors** **Newport Beach, CA**
Senior Strategist
Develop business strategies for multiple Southern California business entities
Multi-industry business strategist

2003- 2004 **Elite Financial Group, LLC, Leveraged Life, Inc., & Elite Finance Company** **Newport Beach, CA**
Founder, Chief Operating Officer, Member Board of Directors, and Member of Executive Committee
Elite Financial Group is a provider of financial products and services for the life insurance industry.
Leveraged Life offers a national turnkey and standardized premium finance program.
Elite Finance Company provides funds for life insurance premium loans.

2000- 2003 **Greentrac.com** **Newport Beach, CA**
Founder, Chief Operating Officer and Member of Executive Committee
Internet-based Application Service Provider for electronic purchasing with operations in USA and Latin America.
Instrumental in raising Investment Capital of $7.5 million from individual private investors worldwide.
Developed and implemented business plan for Latin American expansion.
Negotiated Master Service Agreement Partnership with Electronic Data Systems, Inc.

1997-2003 **CEC Properties, Inc.** **Newport Beach, CA**
President, Chairman of Executive Committee and Chairman of Long-Range Planning Committee
Personal computer software distributor and business opportunities seller
Emphasis on expansion in associated business lines.

1991-2001 **Kaiser Ventures, Inc.,** (formerly Kaiser Steel Corporation) **Ontario, CA**
Member Board of Directors, Chairman of Audit Committee, and former Chairman of Special Board Committee
Asset development company, with primary emphasis in water resources, Eagle Mountain landfill and town site, and steel mill site

1977-1999 **Arnel & Affiliates** **Costa Mesa, CA**
Vice Chairman & President - Arnel Management Company

Privately owned property management company for owners account, (approximately $2.5 Billion portfolio).
5,155 Apartments, 810,000 Square Feet Office Space, 300,000 Square Feet Industrial Space and 400,000 Square Feet Retail Space

Executive Vice President - Arnel Development Company
Development and construction company: provides real estate expertise for owners account.

Executive Vice President - HBI Financial Inc., (formerly Seattle Mariners Management Corporation)
Formerly General Partner of Seattle Mariners Baseball Team and 50% Joint Venture Partner with TicketMaster Corporation in Pacific Northwest and various other investments.

Vice President - The Argyros Foundation and The GLA Foundation
$50 million private charitable trust and a $10 million private charitable foundation

Vice President & Chief Financial Officer – Arnel Capital Advisors
Private investment advisor for $75.0 Million Investment Fund of Funds

Member Board of Directors and Corporate Officer
All Arnel-related corporate entities (twenty corporate entities and over one-hundred-twenty partnership entities).

Arnel Accomplishments:

Chief Operating Officer for Apartment Division on four separate occasions, achieving best operating results in several years, each time.
Chief Operating Officer for Commercial Division on three separate occasions, producing significantly improved operating results.
Negotiated purchase of real estate in excess of $50.0 Million.
Negotiated financing for real estate, professional sports team, electronic ticketing Joint Venture and airplanes in excess of $150.0 Million.
Negotiated purchase and sale of Major League Baseball Team (Seattle Mariners).
Negotiated Joint Venture Agreement for electronic ticketing in Pacific Northwest with TicketMaster Corporation.
Arranged financing for two Boeing-737 airliners.
Member of Purchase and Sale team for AirCal.

EDUCATION:

The University of Toledo — **Toledo, OH**

1962-1967 Bachelor of Business Administration - Accounting
1967-1968 Master of Business Administration - Finance

HONORS: University of Toledo College of Business and Innovation 2015 Outstanding Alumnus

PERSONAL ACCOMPLISHMENTS & COMMUNITY INVOLVEMENT:

* Board Member, Chairman, Orange County Employees Retirement System – 2011 to present
* Board Member, Caritas, 2005 to present
* Board Member, Integrity Housing – 2017 to present
* Board Member, President, Turtle Rock Summit Homeowners Association – 2008 to present
* Member, Board of Directors – Caritas Corporation; non-profit low-income housing corporation – 2005 to present
* Guest Speaker – University of Toledo College of Business and Innovation Graduate School
* Speaker Panel – Global Real Estate Conference
* Member, Mater Dei High School Blue Ribbon Master Plan Committee – 1994 to present.
* Member, Mater Dei High School Principal's Consultative School Board – 1994 to present.
* Former Chairman, Orange County Council, Boy Scouts of America, Rancho del Mar District, Annual Scouting Fund Drive (produced highest donations in history) – 1997.
* Former Member, Chapman University, George L. Argyros School of Business & Economics Advisory Board – 1986 through 1999.
* Former Director, Orange County Metropolitan YMCA – 1980 through 1990.
* Former Member, Mater Dei High School Principal's Selection Committee – 1994
* Former Member, Diocese of Orange Consultative School Board – 2006 to 2012
* Former Treasurer, Mater Dei High School Football Quarterback Club – 1988 through 1990.
* Former Co-Chairman, Mater Dei High School GradNite – 1991 & 1999.
* Olympic Torchrunner - 1984.
* Corazon Volunteer – 1996 through 1999.

* Class A Caddie #7, Inverness Club, Toledo, Ohio – 1955 through 1962.
* Member, Toledo Public Schools, Citizens Advisory Board – 1964

RECEIVED
2019 DEC -6 PM 2:06
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS 3
December 17, 2019

MEMORANDUM

December 6, 2019

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, December 17, 2019, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *Colin Waterson v. County of Orange*
> WCAB Case No.: ADJ10761019
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

Continuation or Deletion Request

RECEIVED
2019 DEC 11 PM 2:08
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: **December 11, 2019**

To: Clerk of the Board of Supervisors

From: **Leon J. Page, County Counsel**

Re: ASR Control #:_____, Meeting Date 12/17/19 Agenda Item No. # SCS-4

Subject: **Conference with Legal Counsel-Existing Litigation; Colin Waterson v. County of Orange**

☐ Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

☒ Request deletion of Agenda Item No. # SCS-4

Comments:

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS 4
December 17, 2019

MEMORANDUM

December 10, 2019

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, December 17, 2019, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL --
EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
Name of Case: *Colin Waterson v. County of Orange*
WCAB Case No.: ADJ10761019

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

RECEIVED
2019 DEC 10 AM 9:15
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Continuation or Deletion Request

RECEIVED
2019 DEC 11 PM 2:28
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: **December 11, 2019**

To: Clerk of the Board of Supervisors

From: **Leon J. Page, County Counsel**

Re: ASR Control #:_____, Meeting Date 12/17/19 Agenda Item No. # SCS-5

Subject: **Conference with Legal Counsel-Anticipated Litigation-Initiation of Litigation**

☐ Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

☒ Request deletion of Agenda Item No. # SCS-5

Comments:

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS-5
December 17, 2019

MEMORANDUM

December 10, 2019

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session to be held on Tuesday, December 17, 2019, for the Board to consider the initiation of litigation pursuant to Government Code section 54956.9(d)(4).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL –
> ANTICIPATED LITIGATION – INITIATION OF LITIGATION
> pursuant to Government Code section 54956.9(d)(4).
> Number of Cases: One Case.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

MS:LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

RECEIVED
2019 DEC 10 PM 3:12
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

County Executive Office

Memorandum

RECEIVED
2019 DEC 11 AM 9:38
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

December 10, 2019

To: Robin Stieler, Clerk of the Board

From: Frank Kim, County Executive Officer

Subject: Request for Closed Session on December 17, 2019

SCS16

Accordingly, please prepare the Agenda item to read:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR – County Executive Office requests a Closed Session pursuant to Government Code Section 54956.8, to confer with its real property negotiator.

Property Location:	Concessions space within Terminals A, B and C at John Wayne Airport under existing Primary Food and Beverage Lease
County Negotiator:	Thomas A. Miller, Chief Real Estate Officer
Negotiating Party:	Host International, Inc.
Under Negotiation:	Terms and Value of Lease

Recommended Action: Conduct Closed Session

cc: Members, Board of Supervisors
Chief Executives
Leon Page, County Counsel
Barry A. Rondinella, Director, John Wayne Airport