



# AGENDA STAFF REPORT

Agenda Item

47

ASR Control 07-001585

06 JUN 22 AM 10:17  
COUNTY CLERK'S OFFICE

**MEETING DATE:** 06/26/07  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** 1  
**SUBMITTING AGENCY/DEPARTMENT:** County Executive Office (Approved)  
**DEPARTMENT CONTACT PERSON(S):** Andrew Do, (714) 834-3110

**SUBJECT:** Allocation of District Comm Priorities & Projects Funding

**CEO CONCUR**  
Concur

**COUNTY COUNSEL REVIEW**  
Approved Agreement to Form

**CLERK OF THE BOARD**  
Consent Calendar  
3 Votes Board Majority

**Budgeted:** Yes

**Current Year Cost:** \$10,000

**Annual Cost:** N/A

**Staffing Impact:** No

**# of Positions:**

**Sole Source:** No

**Current Fiscal Year Revenue:** N/A

**Funding Source:** General Fund 100%

**Prior Board Action:** FY 06-07 First Quarter Budget Report (11/14/06)

## RECOMMENDED ACTION(S)

1. Find that the proposed use of District Community Priorities and Projects funds serves the public purpose of the County.
2. Approve Agreement between the County of Orange and the Boys and Girls Club of Santa Ana.
3. Direct the Auditor-Controller to make payment of \$10,000 to the Boys and Girls Club of Santa Ana from Fund 130 District Community Priorities and Projects, Org 100.

## SUMMARY:

Within one mile of the Boys and Girls Club of Santa Ana there are 26,000 youth under the age of 18 years of age. Many young people will benefit from supervised youth and recreation activities during the summer months. Recognize this service need is a unique collaboration involving Pio Pico Elementary School, the City of Santa Ana, the Santa Ana Unified School District (SAUSD), and the Boys and Girls Club of Santa Ana (BGCSA). Together these partners plan to offer a special summer recreation program. Approximately 200 children will participate in positive organized activities at Pio Pico Elementary School. The BGCSA will supervise the program and its staff. The City of Santa Ana will provide

\$10,000 to support the program. This request is for Board approval of allocation of \$10,000 in First District Community Priorities and Projects funding to complete the partnership.

**BACKGROUND INFORMATION:**

Please see Summary section.

**FINANCIAL IMPACT:**

N/A

**STAFFING IMPACT:**

N/A

**REVIEWING AGENCIES:**

County Counsel, Auditor-Controller, Risk Management

**ATTACHMENT(S):**

Agreement Between County of Orange and Boys and Girls Club of Santa Ana

## COMMUNITY SOCIAL PROGRAM AGREEMENT

This COMMUNITY SOCIAL PROGRAM AGREEMENT (hereinafter "Agreement"), dated for identification this 26<sup>th</sup> day of June, 2007, is made by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Boys and Girls Club of Santa Ana, hereinafter referred to as "CONTRACTOR."

### WITNESSETH RECITALS

**WHEREAS**, COUNTY, by Minute Order dated November 14, 2006, a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part of hereof as if fully set forth, has appropriated, pursuant to Government Code Section 26227 and/or Education Code Section 10900 *et seq.*, a portion of its general funds in the amount of \$10,000 to engage CONTRACTOR to provide certain services.

**THEREFORE**, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

1. EFFECTIVE PERIOD – TERMINATION DATE

The effective period of this Agreement shall be the period beginning June 26, 2007 and ending September 30, 2007 subject to the provisions of Section 15 of this Agreement. CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before September 30, 2007 and that any and all funds remaining as of October 1, 2007, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after September 30, 2007.

2. PROGRAM PROPOSAL AND SERVICES

CONTRACTOR agrees to comply with all provisions, to perform all work, and provide all services set forth in this Agreement in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the COUNTY will be the controlling body.

CONTRACTOR agrees that funds will be used for the Summer Youth Day Camp Program to be held at Pio Pico Elementary School during July and August 2007.

CONTRACTOR further agrees that lack of compliance, in addition to those remedies set forth in Section 15 of this Agreement, constitute grounds for COUNTY to reduce the level of

payment otherwise provided under Section 7 of the Agreement. Such reduction shall occur only as a result of action of the COUNTY Board of Supervisors. Before such reduction may be made, COUNTY shall provide CONTRACTOR with at least ten (10) days written notice of the proposed reduction and of the time and place where the Board of Supervisors shall consider the reduction.

3. MODIFICATION OF SERVICE LEVEL

The parties hereto agree that those program activity components and activity levels agreed upon in Section 2 may be modified so long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. However, no such modification shall be made without the prior written approval of the County Executive Officer (hereinafter "CEO") or his designee.

4. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS

CONTRACTOR agrees that the level of operation and maintenance to be provided under this Agreement must be adequate to ensure the maximum utilization of CONTRACTOR's facilities and services by the public and that the use of CONTRACTOR's facilities and services shall be granted to all residents of the COUNTY on the same conditions that the residents of the target area use the facilities and services.

5. EVALUATION

CONTRACTOR agrees and understands that evaluation is an essential condition to this Agreement and that COUNTY will evaluate CONTRACTOR in accordance with this Agreement. The parties hereto agree that at any time, and for any purpose, COUNTY's CEO may call for a Performance Evaluation to be conducted.

6. PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY agrees to make payment to CONTRACTOR upon receipt of invoice from CONTRACTOR showing actual amounts expended by CONTRACTOR for program. Total payment hereunder shall be limited to \$10,000. If an advance payment is requested and made, CONTRACTOR thereafter shall timely submit documentation that the funds paid in advance were expended for the Program specified in Section 2.

7. CONFLICT OF INTEREST

CONTRACTOR agrees and understands that COUNTY's funds shall not be used by CONTRACTOR to pay or reimburse any staff person or consultant who is a member or officer of the Board of Directors, or other official governing body, of CONTRACTOR.

8. ACCESS AND RECORDS

Unless otherwise agreed in writing by COUNTY's Board of Supervisors, CONTRACTOR shall maintain separate accounting records for all funds received from COUNTY

under this Agreement. All accounting records and evidence pertaining to all costs of CONTRACTOR shall be kept available at CONTRACTOR's office or place of business during duration of this Agreement and thereafter for a period not less than five (5) years. CONTRACTOR shall make all of its records available to COUNTY upon request during regular business hours for the purpose of evaluation or auditing and shall furnish clerical assistance for these purposes to COUNTY as required. CONTRACTOR agrees to implement all recommendations made by COUNTY. In the event CONTRACTOR does not make its books and financial records available to COUNTY, CONTRACTOR agrees to pay all necessary and reasonable expenses, including attorney's fees, incurred by COUNTY in obtaining the records and conducting an audit or evaluation.

9. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court or jury.

10. CORPORATE STATUS

If CONTRACTOR is a non-profit or public benefit corporation, it must at all times be listed as being in good standing, without suspension, by the California Secretary of State, Franchise Tax Board and Internal Revenue Service. Any change in such corporate status, or any suspension, shall be reported immediately to COUNTY's Board of Supervisors.

11. 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.

12. ASSIGNMENT OR SUBCONTRACTING

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 Agreement nor any portion thereof may be assigned or sub-contracted by CONTRACTOR

without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this Agreement.

13. NON-DISCRIMINATION

In the performance of this Agreement, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

14. PROHIBITION AGAINST LOBBYING

CONTRACTOR shall not use any part of the funds received under this Agreement for the purpose of lobbying or for other activities intended to influence any legislation or the outcome of any election.

15. BREACH-SANCTIONS

If, through any cause, CONTRACTOR fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if CONTRACTOR violates any of the terms and conditions of this Agreement or any prior Agreement whereby COUNTY funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an Audit Report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions or repay COUNTY all amounts spent in violation thereof. For any such failures or violations, COUNTY shall have the right to:

- (a) Discontinue program support until such time as CONTRACTOR fulfills its obligation under this Agreement or any prior Agreement;
- (b) Collect such outstanding amounts as are determined by COUNTY to be due COUNTY from CONTRACTOR;
- (c) Terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof.

16. SOLE AGREEMENT

This Agreement expresses all the understandings of the parties concerning all matters covered. No addition to or alteration of the terms of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement formally approved by the parties hereto. Any

addition or alteration of the Agreement may be subject to approval by the COUNTY Board of Supervisors.

17. GOVERNING LAW AND VENUE

This Agreement 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 Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date first above written.

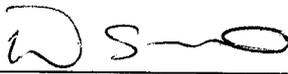
COUNTY OF ORANGE, a subdivision of the State of California

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Chairman, Board of Supervisors

APPROVED AS TO FORM:  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

DATE: 6.21.07

BY:   
Deputy

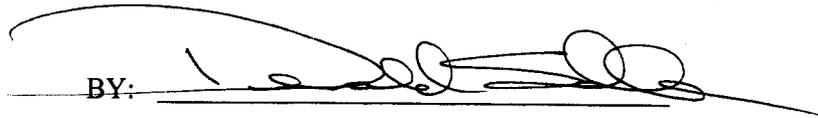
BOYS AND GIRLS CLUB OF SANTA ANA  
a private nonprofit organization

DATE: 6/21/07

BY: 

TITLE: President Board of Directors

DATE: 6/21/07

BY: 

TITLE: Executive Director

SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS  
BEEN DELIVERED TO THE CHAIRMAN  
OF THE BOARD

\_\_\_\_\_  
Darlene J. Bloom  
Clerk of the Board of Supervisors