



# Revision to ASR and/or Exhibits/Attachments

**Date:** December 18, 2007

**To:** Darlene J. Bloom, Clerk of the Board of Supervisors

**CC:** County Executive Office

**From:** Thomas G. Mauk, County Executive Officer 

**RE:** Agenda Item(s) # 51 for the 12/18/07 Board Meeting

**ASR Control #(s):** 07-002609

**Subject:** First District Fund 130 Allocations

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Explanation:

Please see below.

Revised Recommended Action(s)

Please delete Recommended Action #14.

Make modifications to the:

Subject       Background Information       Summary

Revised Exhibits/Attachments (attached)

Additional Information and/or Correspondence (attached)



# Revision to ASR and/or Exhibits/Attachments

**Date:** December 17, 2007

**To:** Darlene J. Bloom, Clerk of the Board of Supervisors

**CC:** County Executive Office

**From:** Thomas G. Mauk, County Executive Officer

A handwritten signature in black ink, appearing to read "Tom Mauk".

**RE:** Agenda Item(s) # 51 for the 12/18/07 Board Meeting

**ASR Control #(s):** 07-002609

**Subject:** First District Fund 130 Allocations

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Explanation:

Please see below.

Revised Recommended Action(s)

Please disregard memo dated December 13, 2007 requesting deletion of Recommended Action #19.

Make modifications to the:

Subject       Background Information       Summary

Revised Exhibits/Attachments (attached)

Please see attached revised agreements related to Recommended Actions 13, 16, 17, 18, 20, and 21. Language has been added to Section 2 of these agreements.

Additional Information and/or Correspondence (attached)

Please see attached agreement related to Recommended Action #19.

**AGREEMENT  
BETWEEN COUNTY OF ORANGE AND HELPING OTHERS PREPARE FOR  
ETERNITY  
TO FUND SET UP OF DIGITAL MUSIC LAB**

This Agreement to fund the set up of a digital music lab at 11022 Acacia Parkway, #C, Garden Grove, California 92840 (hereinafter "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Helping Others Prepare for Eternity, hereinafter referred to as "H.O.P.E," a California non-profit corporation, with a place of business located at 11022 Acacia Parkway, #C, Garden Grove, California 92840. COUNTY and H.O.P.E. are sometimes referred to herein as "party" or collectively as "parties."

**RECITALS**

**WHEREAS**, COUNTY, by Minute Order dated December 18, 2007 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 determined, pursuant to Government Code Section 26227, to expend a portion of its general funds in the amount of \$5,000 [hereinafter "the funds"] for contribution to H.O.P.E. toward set up of a digital music lab at 11022 Acacia Parkway, #C, Garden Grove, California 92840 between December 19, 2007 and December 31, 2008, hereinafter referred to as "project."

**WHEREAS**, said project meets the social needs of the population of Orange County.

**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 December 19, 2007 and ending December 31, 2008 subject to the provisions of Section 15 of this Agreement. H.O.P.E. agrees that the funds received under this Agreement shall be disbursed

or encumbered on or before December 31, 2008 and that any and all funds remaining as of January 1, 2009, which have not been disbursed or encumbered shall be returned by H.O.P.E. to COUNTY. No expense of H.O.P.E. will be reimbursed by COUNTY if incurred after December 31, 2008.

## 2. PROJECT PROPOSAL

H.O.P.E. agrees to comply with all provisions set forth in this Agreement for use of the funds 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's determinations will be final and the COUNTY will control the use of the funds.

H.O.P.E. agrees that the funds will be used toward set up of a digital music lab at 11022 Acacia Parkway, #C, Garden Grove, California 92840 between December 19, 2007 and December 31, 2008.

COUNTY's obligations hereunder are contingent on H.O.P.E. providing funding for the project from a source other than COUNTY in an amount equal to amount funded by COUNTY. COUNTY will not be obligated under this Agreement until H.O.P.E. provides proof of such matching funding.

Notwithstanding Section 1 herein, H.O.P.E. agrees to use any real or personal property or equipment that is constructed, acquired or improved with the funds for its entire useful life for the purposes, as described herein, for which the funds were granted to H.O.P.E. by COUNTY. H.O.P.E. agrees to notify COUNTY promptly if it ceases to use such property or equipment for the purposes described herein at any time before the end of its useful life. H.O.P.E. agrees to properly maintain, repair and keep in good working order all such property or equipment.

H.O.P.E. warrants that it will obtain and keep in full force and effect, during the term of this agreement and for the useful life of any real or personal property or equipment constructed, acquired or improved with the funds, all permits, licenses or other governmental approvals required for the project and for any services provided in or with property or equipment constructed, acquired or improved with the funds.

H.O.P.E. further agrees that lack of compliance constitutes grounds for COUNTY to pursue the remedies set forth in Section 15 of this Agreement and to reduce the level of payment that otherwise would be provided under Section 6 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 H.O.P.E. 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 AGREEMENT TERMS

The parties hereto agree that the terms agreed upon in Section 2 may be modified so long as the amount of the total grant is not increased or reduced and the basic goals and objectives of the project are not altered. However, no such modification shall be made without the prior written approval of the County Executive Officer or his designee.

### 4. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS

H.O.P.E. agrees that its level of operation will be adequate to ensure maximum utilization by the public of the property, equipment, programs and/or services funded by this Agreement and that an opportunity to use and enjoy said property, equipment, programs and/or services shall be granted to all residents of the COUNTY on the same conditions under which the residents of the target area may use and enjoy it.

### 5. EVALUATION

H.O.P.E. agrees and understands that evaluation is an essential condition to this Agreement and that COUNTY will evaluate H.O.P.E. in accordance with this Agreement. The parties hereto agree that at any time, and for any purpose, the County Executive Officer, or his designee, may call for an Evaluation to be conducted.

### 6. PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY agrees to make periodic payments to H.O.P.E. upon receipt of invoice(s) from H.O.P.E. showing actual amounts expended by H.O.P.E. for the project, or H.O.P.E. may invoice County upon receipt of invoice from service provider for approved project expenses as identified in Section 2. Total payment hereunder shall be limited to \$5,000.

### 7. CONFLICT OF INTEREST

H.O.P.E. agrees and understands that COUNTY's funds shall not be used by H.O.P.E. 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 H.O.P.E..

8. ACCESS AND RECORDS

Unless otherwise agreed in writing by the County Executive Officer, or designee, H.O.P.E. shall maintain separate accounting records for all funds received from COUNTY under this Agreement. All accounting records and evidence pertaining to all costs of H.O.P.E. shall be kept available at H.O.P.E.'s office or place of business during duration of this Agreement and thereafter for a period not less than five (5) years. H.O.P.E. 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. H.O.P.E. agrees to implement all accounting and/or record-keeping recommendations made by COUNTY. In the event H.O.P.E. does not make its books and financial records available to COUNTY, H.O.P.E. 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 AND INSURANCE

H.O.P.E. 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 for 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 H.O.P.E. pursuant to this Agreement. If judgment is entered against H.O.P.E. and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, H.O.P.E. and COUNTY agree that liability will be apportioned as determined by the court or jury.

H.O.P.E. will obtain and keep in full force and effect all insurance required by COUNTY, as indicated in Exhibit A hereto, which is incorporated herein and made a part hereof by reference. H.O.P.E. agrees that no obligation of COUNTY hereunder shall arise until H.O.P.E. has obtained the required insurance and submitted the required insurance certificates.

10. CORPORATE STATUS

If H.O.P.E. 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.

11. INDEPENDENT CONTRACTOR

H.O.P.E. shall be considered an independent contractor and neither its employees nor subcontractors, agents or anyone else working under or on behalf of H.O.P.E. shall be considered an agent or an employee of COUNTY. Further, neither H.O.P.E.'s employees nor subcontractors, agents or anyone else working under or on behalf of H.O.P.E. 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 H.O.P.E. without the express written consent of COUNTY. Any attempt by H.O.P.E. 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

H.O.P.E. shall not unlawfully discriminate in any way with respect to performance of this Agreement, on the basis of race, religion, gender, sexual orientation, age, national origin, ancestry, medical condition, or physical or mental disability and/or in violation of any applicable State or federal law or regulation, including but not limited to the federal Age Discrimination Act of 1975, Section 504 of the federal Rehabilitation Act of 1973, the Americans with Disabilities Act, the federal Civil Rights Act of 1964, Title VII of the federal Civil Rights Act of 1968, California Government Code section 11135 et seq., and the Unruh Civil Rights Act, as those acts may have been amended.

H.O.P.E. agrees that in the performance of this Agreement it will comply with all applicable requirements of California Labor Code Section 1735, California Government Code Section 12940 et seq., and federal statutes and regulations pertaining to employment discrimination, and will not engage in nor permit any subcontractor to engage in unlawful

discrimination in employment of persons. This prohibition shall pertain to employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters. H.O.P.E. acknowledges that a violation of this provision shall subject H.O.P.E. 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

H.O.P.E. 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, H.O.P.E. fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if H.O.P.E. violates any of the terms and conditions of this Agreement or any prior Agreement whereby COUNTY funds were received by H.O.P.E., or if H.O.P.E. reports inaccurately, or if an Audit Report makes disallowances, H.O.P.E. 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 project support until such time as H.O.P.E. fulfills its obligation under this Agreement or any prior Agreement between COUNTY and H.O.P.E.;
- (b) Collect such outstanding amounts as are determined by COUNTY to be due COUNTY from H.O.P.E.;
- (c) Terminate this Agreement by giving written notice to H.O.P.E. 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.

18. NOTICES

Where required to be given under this Agreement, notices shall be in writing and deemed given when transmitted by e-mail or delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

COUNTY: County Executive Office  
County of Orange  
333 W. Santa Ana Boulevard, 3<sup>rd</sup> Floor  
Santa Ana, CA 92701-4062  
Attn: Michelle Aguirre

H.O.P.E.: Helping Others Prepare for Eternity  
11022 Acacia Parkway, #C  
Garden Grove, CA 92840  
Attn: Gayle Knight

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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: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

DATE: 12/17/07

BY: *Darlene J. Bloom*  
Deputy

HELPING OTHERS PREPARE FOR ETERNITY,  
a California nonprofit corporation

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**CHARITABLE ORGANIZATION  
INSURANCE REQUIREMENTS**

**NAME OF CHARITABLE ORGANIZATION:** Helping Others Prepare for Eternity

**TERM OF AGREEMENT:** From December 19, 2007 To December 31, 2008

The County of Orange requires charitable organizations using County funds, staff, property or resources to carry insurance that protects the County in case of litigation. In addition, the County encourages charitable organizations to carry adequate insurance to protect themselves. The County requires the above-named charitable organization to carry insurance that is acceptable to the County, as indicated below, covering the charitable organization's entire performance of the project described in the Agreement to which this Exhibit is attached.

**Insurance Required By the County**

		<u>Per occurrence*</u>	<u>Annual aggregate*</u>	
<input checked="" type="checkbox"/>	General Liability	\$1,000,000	\$1,000,000	County must be named as additional insured.
<input type="checkbox"/>	Automobile Liability	\$_____	\$_____	County must be named as additional insured. This insurance is required if the project involves use of any type of motor vehicle.
<input checked="" type="checkbox"/>	Sexual Misconduct Liability	\$1,000,000	\$1,000,000	County must be named as additional insured. Required if the project involves minors.
<input checked="" type="checkbox"/>	Worker's Compensation	Statutory	Statutory	Required only if charitable organization has paid employees.
<input checked="" type="checkbox"/>	Loss or damage to property or equipment constructed, acquired or improved with funds granted by COUNTY	Market value of property or equipment	Market value of property or equipment	Required only if property or equipment of substantial value is constructed, acquired or improved with funds granted by COUNTY

**Insurance Recommended By the County**

<input type="checkbox"/>	Directors and Officers Liability	\$1,000,000	Not Required by the County
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**Certificate of Insurance**

For those boxes checked that require the County be named as additional insured, please submit a copy of the insurance certificate so indicating to Michelle Aguirre, Administrative Manager II, County Executive Office, 333 W. Santa Ana Blvd., 3<sup>rd</sup> Floor, Santa Ana, CA 92701.

The County will not be obligated under or begin performance of this Agreement until the above-indicated insurance is obtained and the certificate, if required, is submitted.

\*The standard required coverage is \$1,000,000.

**AGREEMENT  
BETWEEN COUNTY OF ORANGE AND HOPE COMMUNITY SERVICES, INC.  
TO FUND A FAMILY AND YOUTH LITERACY PROGRAM**

This Agreement to fund a family and youth literacy program (hereinafter "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Hope Community Services, Inc., hereinafter referred to as "HCS," a California non-profit corporation, with a place of business located at 1538 N. Century Blvd. Santa Ana, California 92703. COUNTY and HCS are sometimes referred to herein as "party" or collectively as "parties."

**RECITALS**

**WHEREAS**, COUNTY, by Minute Order dated December 18, 2007 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 determined, pursuant to Government Code Section 26227, to expend a portion of its general funds in the amount of \$5,000 [hereinafter "the funds"] for contribution to HCS toward a family and youth literacy program between December 19, 2007 and December 31, 2008, hereinafter referred to as "project."

**WHEREAS**, said project meets the social needs of the population of Orange County.

**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 December 19, 2007 and ending December 31, 2008 subject to the provisions of Section 15 of this Agreement. HCS agrees that the funds received under this Agreement shall be disbursed or encumbered on or before December 31, 2008 and that any and all funds remaining as of January 1, 2009, which have not been disbursed or encumbered shall be returned by HCS to

COUNTY. No expense of HCS will be reimbursed by COUNTY if incurred after December 31, 2008.

2. PROJECT PROPOSAL

HCS agrees to comply with all provisions set forth in this Agreement for use of the funds 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's determinations will be final and the COUNTY will control the use of the funds.

HCS agrees that the funds will be used toward a family and youth literacy program between December 19, 2007 and December 31, 2008.

COUNTY's obligations hereunder are contingent on HCS providing funding for the project from a source other than COUNTY in an amount equal to amount funded by COUNTY. COUNTY will not be obligated under this Agreement until HCS provides proof of such matching funding.

Notwithstanding Section 1 herein, HCS agrees to use any real or personal property or equipment that is constructed, acquired or improved with the funds for its entire useful life for the purposes, as described herein, for which the funds were granted to HCS by COUNTY. HCS agrees to notify COUNTY promptly if it ceases to use such property or equipment for the purposes described herein at any time before the end of its useful life. HCS agrees to properly maintain, repair and keep in good working order all such property or equipment.

HCS warrants that it will obtain and keep in full force and effect, during the term of this agreement and for the useful life of any real or personal property or equipment constructed, acquired or improved with the funds, all permits, licenses or other governmental approvals required for the project and for any services provided in or with property or equipment constructed, acquired or improved with the funds.

HCS further agrees that lack of compliance constitutes grounds for COUNTY to pursue the remedies set forth in Section 15 of this Agreement and to reduce the level of payment that otherwise would be provided under Section 6 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 HCS 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 AGREEMENT TERMS

The parties hereto agree that the terms agreed upon in Section 2 may be modified so long as the amount of the total grant is not increased or reduced and the basic goals and objectives of the project are not altered. However, no such modification shall be made without the prior written approval of the County Executive Officer or his designee.

4. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS

HCS agrees that its level of operation will be adequate to ensure maximum utilization by the public of the property, equipment, programs and/or services funded by this Agreement and that an opportunity to use and enjoy said property, equipment, programs and/or services shall be granted to all residents of the COUNTY on the same conditions under which the residents of the target area may use and enjoy it.

5. EVALUATION

HCS agrees and understands that evaluation is an essential condition to this Agreement and that COUNTY will evaluate HCS in accordance with this Agreement. The parties hereto agree that at any time, and for any purpose, the County Executive Officer, or his designee, may call for an Evaluation to be conducted.

6. PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY agrees to make periodic payments to HCS upon receipt of invoice(s) from HCS showing actual amounts expended by HCS for the project, or HCS may invoice County upon receipt of invoice from service provider for approved project expenses as identified in Section 2. Total payment hereunder shall be limited to \$5,000.

7. CONFLICT OF INTEREST

HCS agrees and understands that COUNTY's funds shall not be used by HCS 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 HCS.

8. ACCESS AND RECORDS

Unless otherwise agreed in writing by the County Executive Officer, or designee, HCS shall maintain separate accounting records for all funds received from COUNTY under

this Agreement. All accounting records and evidence pertaining to all costs of HCS shall be kept available at HCS's office or place of business during duration of this Agreement and thereafter for a period not less than five (5) years. HCS 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. HCS agrees to implement all accounting and/or record-keeping recommendations made by COUNTY. In the event HCS does not make its books and financial records available to COUNTY, HCS 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 AND INSURANCE

HCS 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 for 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 HCS pursuant to this Agreement. If judgment is entered against HCS and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, HCS and COUNTY agree that liability will be apportioned as determined by the court or jury.

HCS will obtain and keep in full force and effect all insurance required by COUNTY, as indicated in Exhibit A hereto, which is incorporated herein and made a part hereof by reference. HCS agrees that no obligation of COUNTY hereunder shall arise until HCS has obtained the required insurance and submitted the required insurance certificates.

#### 10. CORPORATE STATUS

If HCS 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.

#### 11. INDEPENDENT CONTRACTOR

HCS shall be considered an independent contractor and neither its

employees nor subcontractors, agents or anyone else working under or on behalf of HCS shall be considered an agent or an employee of COUNTY. Further, neither HCS's employees nor subcontractors, agents or anyone else working under or on behalf of HCS 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 HCS without the express written consent of COUNTY. Any attempt by HCS 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

HCS shall not unlawfully discriminate in any way with respect to performance of this Agreement, on the basis of race, religion, gender, sexual orientation, age, national origin, ancestry, medical condition, or physical or mental disability and/or in violation of any applicable State or federal law or regulation, including but not limited to the federal Age Discrimination Act of 1975, Section 504 of the federal Rehabilitation Act of 1973, the Americans with Disabilities Act, the federal Civil Rights Act of 1964, Title VII of the federal Civil Rights Act of 1968, California Government Code section 11135 et seq., and the Unruh Civil Rights Act, as those acts may have been amended.

HCS agrees that in the performance of this Agreement it will comply with all applicable requirements of California Labor Code Section 1735, California Government Code Section 12940 et seq., and federal statutes and regulations pertaining to employment discrimination, and will not engage in nor permit any subcontractor to engage in unlawful discrimination in employment of persons. This prohibition shall pertain to employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters. HCS acknowledges that a violation of this provision shall subject HCS 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

HCS 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, HCS fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if HCS violates any of the terms and conditions of this Agreement or any prior Agreement whereby COUNTY funds were received by HCS, or if HCS reports inaccurately, or if an Audit Report makes disallowances, HCS 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 project support until such time as HCS fulfills its obligation under this Agreement or any prior Agreement between COUNTY and HCS;
- (b) Collect such outstanding amounts as are determined by COUNTY to be due COUNTY from HCS;
- (c) Terminate this Agreement by giving written notice to HCS 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.

18. NOTICES

Where required to be given under this Agreement, notices shall be in writing and deemed given when transmitted by e-mail or delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

COUNTY: County Executive Office  
County of Orange  
333 W. Santa Ana Boulevard, 3<sup>rd</sup> Floor  
Santa Ana, CA 92701-4062  
Attn: Michelle Aguirre

HCS: Hope Community Service, Inc.  
1538 N. Century Blvd  
Santa Ana, CA 92703  
Attn: Han Nguyen

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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: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

DATE: 12/17/07

BY: *Debra L. Stolt*  
Deputy

HOPE COMMUNITY SERVICES, INC.,  
a California nonprofit corporation

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**CHARITABLE ORGANIZATION  
INSURANCE REQUIREMENTS**

**NAME OF CHARITABLE ORGANIZATION:** Hope Community Services, Inc.

**TERM OF AGREEMENT:** From December 19, 2007 To December 31, 2008

The County of Orange requires charitable organizations using County funds, staff, property or resources to carry insurance that protects the County in case of litigation. In addition, the County encourages charitable organizations to carry adequate insurance to protect themselves. The County requires the above-named charitable organization to carry insurance that is acceptable to the County, as indicated below, covering the charitable organization's entire performance of the project described in the Agreement to which this Exhibit is attached.

**Insurance Required By the County**

		<u>Per occurrence*</u>	<u>Annual aggregate*</u>	
<input checked="" type="checkbox"/>	General Liability	\$1,000,000	\$1,000,000	County must be named as additional insured.
<input type="checkbox"/>	Automobile Liability	\$_____	\$_____	County must be named as additional insured. This insurance is required if the project involves use of any type of motor vehicle.
<input checked="" type="checkbox"/>	Sexual Misconduct Liability	\$1,000,000	\$1,000,000	County must be named as additional insured. Required if the project involves minors.
<input checked="" type="checkbox"/>	Worker's Compensation	Statutory	Statutory	Required only if charitable organization has paid employees.
<input checked="" type="checkbox"/>	Loss or damage to property or equipment constructed, acquired or improved with funds granted by COUNTY	Market value of property or equipment	Market value of property or equipment	Required only if property or equipment of substantial value is constructed, acquired or improved with funds granted by COUNTY

**Insurance Recommended By the County**

<input type="checkbox"/>	Directors and Officers Liability	\$1,000,000	Not Required by the County
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**Certificate of Insurance**

For those boxes checked that require the County be named as additional insured, please submit a copy of the insurance certificate so indicating to Michelle Aguirre, Administrative Manager II, County Executive Office, 333 W. Santa Ana Blvd., 3<sup>rd</sup> Floor, Santa Ana, CA 92701.

The County will not be obligated under or begin performance of this Agreement until the above-indicated insurance is obtained and the certificate, if required, is submitted.

\*The standard required coverage is \$1,000,000.

**AGREEMENT  
BETWEEN COUNTY OF ORANGE AND THE ASSOCIATION OF VIETNAMESE  
LANGUAGE AND CULTURE SCHOOLS OF SOUTHERN CALIFORNIA  
TO FUND YOUTH COMPUTER CLASSES AND PARK RECREATIONAL  
ACTIVITIES**

This Agreement to fund youth computer classes and park recreational activities (hereinafter "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and The Association of Vietnamese Language and Culture Schools of Southern California, hereinafter referred to as "ASSOCIATION," a California non-profit corporation, with a place of business located at 14791 Chestnut St., Suite F, Westminster, California 92683. COUNTY and ASSOCIATION are sometimes referred to herein as "party" or collectively as "parties."

**RECITALS**

**WHEREAS**, COUNTY, by Minute Order dated December 18, 2007 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 determined, pursuant to Government Code Section 26227, to expend a portion of its general funds in the amount of \$10,000 [hereinafter "the funds"] for contribution to ASSOCIATION toward youth computer classes and park recreational activities between December 19, 2007 and December 31, 2008, hereinafter referred to as "project."

**WHEREAS**, said project meets the social needs of the population of Orange County.

**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 December 19, 2007 and ending December 31, 2008 subject to the provisions of Section 15 of this Agreement. ASSOCIATION agrees that the funds received under this Agreement shall be

disbursed or encumbered on or before December 31, 2008 and that any and all funds remaining as of January 1, 2009, which have not been disbursed or encumbered shall be returned by ASSOCIATION to COUNTY. No expense of ASSOCIATION will be reimbursed by COUNTY if incurred after December 31, 2008.

## 2. PROJECT PROPOSAL

ASSOCIATION agrees to comply with all provisions set forth in this Agreement for use of the funds 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's determinations will be final and the COUNTY will control the use of the funds.

ASSOCIATION agrees that the funds will be used toward youth computer classes and park recreational activities between December 19, 2007 and December 31, 2008.

COUNTY's obligations hereunder are contingent on ASSOCIATION providing funding for the project from a source other than COUNTY in an amount equal to amount funded by COUNTY. COUNTY will not be obligated under this Agreement until ASSOCIATION provides proof of such matching funding.

Notwithstanding Section 1 herein, ASSOCIATION agrees to use any real or personal property or equipment that is constructed, acquired or improved with the funds for its entire useful life for the purposes, as described herein, for which the funds were granted to ASSOCIATION by COUNTY. ASSOCIATION agrees to notify COUNTY promptly if it ceases to use such property or equipment for the purposes described herein at any time before the end of its useful life. ASSOCIATION agrees to properly maintain, repair and keep in good working order all such property or equipment.

ASSOCIATION warrants that it will obtain and keep in full force and effect, during the term of this agreement and for the useful life of any real or personal property or equipment constructed, acquired or improved with the funds, all permits, licenses or other governmental approvals required for the project and for any services provided in or with property or equipment constructed, acquired or improved with the funds.

ASSOCIATION further agrees that lack of compliance constitutes grounds for COUNTY to pursue the remedies set forth in Section 15 of this Agreement and to reduce the level of payment that otherwise would be provided under Section 6 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 ASSOCIATION 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 AGREEMENT TERMS

The parties hereto agree that the terms agreed upon in Section 2 may be modified so long as the amount of the total grant is not increased or reduced and the basic goals and objectives of the project are not altered. However, no such modification shall be made without the prior written approval of the County Executive Officer or his designee.

4. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS

ASSOCIATION agrees that its level of operation will be adequate to ensure maximum utilization by the public of the property, equipment, programs and/or services funded by this Agreement and that an opportunity to use and enjoy said property, equipment, programs and/or services shall be granted to all residents of the COUNTY on the same conditions under which the residents of the target area may use and enjoy it.

5. EVALUATION

ASSOCIATION agrees and understands that evaluation is an essential condition to this Agreement and that COUNTY will evaluate ASSOCIATION in accordance with this Agreement. The parties hereto agree that at any time, and for any purpose, the County Executive Officer, or his designee, may call for an Evaluation to be conducted.

6. PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY agrees to make periodic payments to ASSOCIATION upon receipt of invoice(s) from ASSOCIATION showing actual amounts expended by ASSOCIATION for the project, or ASSOCIATION may invoice County upon receipt of invoice from service provider for approved project expenses as identified in Section 2. Total payment hereunder shall be limited to \$10,000.

7. CONFLICT OF INTEREST

ASSOCIATION agrees and understands that COUNTY's funds shall not be used by ASSOCIATION 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 ASSOCIATION.

8. ACCESS AND RECORDS

Unless otherwise agreed in writing by the County Executive Officer, or designee, ASSOCIATION shall maintain separate accounting records for all funds received from COUNTY under this Agreement. All accounting records and evidence pertaining to all costs of ASSOCIATION shall be kept available at ASSOCIATION's office or place of business during duration of this Agreement and thereafter for a period not less than five (5) years. ASSOCIATION 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. ASSOCIATION agrees to implement all accounting and/or record-keeping recommendations made by COUNTY. In the event ASSOCIATION does not make its books and financial records available to COUNTY, ASSOCIATION 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 AND INSURANCE

ASSOCIATION 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 for 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 ASSOCIATION pursuant to this Agreement. If judgment is entered against ASSOCIATION and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, ASSOCIATION and COUNTY agree that liability will be apportioned as determined by the court or jury.

ASSOCIATION will obtain and keep in full force and effect all insurance required by COUNTY, as indicated in Exhibit A hereto, which is incorporated herein and made a part hereof by reference. ASSOCIATION agrees that no obligation of COUNTY hereunder shall arise until ASSOCIATION has obtained the required insurance and submitted the required insurance certificates.

10. CORPORATE STATUS

If ASSOCIATION 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.

11. INDEPENDENT CONTRACTOR

ASSOCIATION shall be considered an independent contractor and neither its employees nor subcontractors, agents or anyone else working under or on behalf of ASSOCIATION shall be considered an agent or an employee of COUNTY. Further, neither ASSOCIATION's employees nor subcontractors, agents or anyone else working under or on behalf of ASSOCIATION 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 ASSOCIATION without the express written consent of COUNTY. Any attempt by ASSOCIATION 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

ASSOCIATION shall not unlawfully discriminate in any way with respect to performance of this Agreement, on the basis of race, religion, gender, sexual orientation, age, national origin, ancestry, medical condition, or physical or mental disability and/or in violation of any applicable State or federal law or regulation, including but not limited to the federal Age Discrimination Act of 1975, Section 504 of the federal Rehabilitation Act of 1973, the Americans with Disabilities Act, the federal Civil Rights Act of 1964, Title VII of the federal Civil Rights Act of 1968, California Government Code section 11135 et seq., and the Unruh Civil Rights Act, as those acts may have been amended.

ASSOCIATION agrees that in the performance of this Agreement it will comply with all applicable requirements of California Labor Code Section 1735, California

Government Code Section 12940 et seq., and federal statutes and regulations pertaining to employment discrimination, and will not engage in nor permit any subcontractor to engage in unlawful discrimination in employment of persons. This prohibition shall pertain to employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters. ASSOCIATION acknowledges that a violation of this provision shall subject ASSOCIATION 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

ASSOCIATION 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, ASSOCIATION fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if ASSOCIATION violates any of the terms and conditions of this Agreement or any prior Agreement whereby COUNTY funds were received by ASSOCIATION, or if ASSOCIATION reports inaccurately, or if an Audit Report makes disallowances, ASSOCIATION 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 project support until such time as ASSOCIATION fulfills its obligation under this Agreement or any prior Agreement between COUNTY and ASSOCIATION;
- (b) Collect such outstanding amounts as are determined by COUNTY to be due COUNTY from ASSOCIATION;
- (c) Terminate this Agreement by giving written notice to ASSOCIATION 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.

18. NOTICES

Where required to be given under this Agreement, notices shall be in writing and deemed given when transmitted by e-mail or delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

COUNTY: County Executive Office  
County of Orange  
333 W. Santa Ana Boulevard, 3<sup>rd</sup> Floor  
Santa Ana, CA 92701-4062  
Attn: Michelle Aguirre

ASSOCIATION: The Association of Vietnamese Language and Culture Schools  
of Southern California  
4520 W. Bluebird Ave.  
Orange, CA 92869  
Attn: Alan Khoa Nguyen

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**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: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

DATE: 12/17/07

BY: *Andrew L. Stone*  
Deputy

**THE ASSOCIATION OF VIETNAMESE LANGUAGE AND CULTURE SCHOOLS OF SOUTHERN CALIFORNIA**, a California nonprofit corporation

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**CHARITABLE ORGANIZATION  
INSURANCE REQUIREMENTS**

**NAME OF CHARITABLE ORGANIZATION:** The Association of Vietnamese Language and Culture Schools of Southern California

**TERM OF AGREEMENT:** From December 19, 2007 To December 31, 2008

The County of Orange requires charitable organizations using County funds, staff, property or resources to carry insurance that protects the County in case of litigation. In addition, the County encourages charitable organizations to carry adequate insurance to protect themselves. The County requires the above-named charitable organization to carry insurance that is acceptable to the County, as indicated below, covering the charitable organization's entire performance of the project described in the Agreement to which this Exhibit is attached.

**Insurance Required By the County**

		<u>Per occurrence*</u>	<u>Annual aggregate*</u>	
<input checked="" type="checkbox"/>	General Liability	\$1,000,000	\$1,000,000	County must be named as additional insured.
<input type="checkbox"/>	Automobile Liability	\$_____	\$_____	County must be named as additional insured. This insurance is required if the project involves use of any type of motor vehicle.
<input checked="" type="checkbox"/>	Sexual Misconduct Liability	\$1,000,000	\$1,000,000	County must be named as additional insured. Required if the project involves minors.
<input checked="" type="checkbox"/>	Worker's Compensation	Statutory	Statutory	Required only if charitable organization has paid employees.
<input checked="" type="checkbox"/>	Loss or damage to property or equipment constructed, acquired or improved with funds granted by COUNTY	Market value of property or equipment	Market value of property or equipment	Required only if property or equipment of substantial value is constructed, acquired or improved with funds granted by COUNTY

**Insurance Recommended By the County**

<input type="checkbox"/>	Directors and Officers Liability	\$1,000,000	Not Required by the County
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**Certificate of Insurance**

For those boxes checked that require the County be named as additional insured, please submit a copy of the insurance certificate so indicating to Michelle Aguirre, Administrative Manager II, County Executive Office, 333 W. Santa Ana Blvd., 3<sup>rd</sup> Floor, Santa Ana, CA 92701.

The County will not be obligated under or begin performance of this Agreement until the above-indicated insurance is obtained and the certificate, if required, is submitted.

\*The standard required coverage is \$1,000,000.

**AGREEMENT  
BETWEEN COUNTY OF ORANGE AND ABRAZAR, INC.  
TO FUND AFTER SCHOOL AND SUMMER YOUTH PROGRAMS  
IN MIDWAY CITY**

This Agreement to fund after school programs and the summer youth academy in Midway City including guitar training, soccer and other organized sports (hereinafter "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Abrazar, Inc., hereinafter referred to as "ABRAZAR," a California non-profit corporation, with a place of business located at 7101 Wyoming St., Westminster, California 92683. COUNTY and ABRAZAR are sometimes referred to herein as "party" or collectively as "parties."

**RECITALS**

**WHEREAS**, COUNTY, by Minute Order dated December 18, 2007 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 determined, pursuant to Government Code Section 26227, to expend a portion of its general funds in the amount of \$5,000 [hereinafter "the funds"] for after school programs and the summer youth academy conducted by ABRAZAR in Midway City, including guitar training, soccer and other organized sports, between December 19, 2007 and December 31, 2008, hereinafter referred to as "project."

**WHEREAS**, said project meets the social needs of the population of Orange County.

**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 December 19, 2007 and ending December 31, 2008 subject to the provisions of Section 15 of this Agreement. ABRAZAR agrees that the funds received under this Agreement shall be disbursed or encumbered on or before December 31, 2008 and that any and all funds remaining as of January 1, 2009, which have not been disbursed or encumbered shall be returned by ABRAZAR to COUNTY. No expense of ABRAZAR will be reimbursed by COUNTY if incurred after December 31, 2008.

2. PROJECT PROPOSAL

ABRAZAR agrees to comply with all provisions set forth in this Agreement for use of the funds 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's determinations will be final and the COUNTY will control the use of the funds.

ABRAZAR agrees that the funds will be used for after school programs and the summer youth academy conducted by ABRAZAR in Midway City, including guitar training, soccer and other organized sports, between December 19, 2007 and December 31, 2008.

COUNTY's obligations hereunder are contingent on ABRAZAR providing funding for the project from a source other than COUNTY in an amount equal to amount funded by COUNTY. COUNTY will not be obligated under this Agreement until ABRAZAR provides proof of such matching funding.

Notwithstanding Section 1 herein, ABRAZAR agrees to use any real or personal property or equipment that is constructed, acquired or improved with the funds for its entire useful life for the purposes, as described herein, for which the funds were granted to ABRAZAR by COUNTY. ABRAZAR agrees to notify COUNTY promptly if it ceases to use such property or equipment for the purposes described herein at any time before the end of its useful life. ABRAZAR agrees to properly maintain, repair and keep in good working order all such property or equipment.

ABRAZAR warrants that it will obtain and keep in full force and effect, during the term of this agreement and for the useful life of any real or personal property or equipment constructed, acquired or improved with the funds, all permits, licenses or other

governmental approvals required for the project and for any services provided in or with property or equipment constructed, acquired or improved with the funds.

ABRAZAR further agrees that lack of compliance constitutes grounds for COUNTY to pursue the remedies set forth in Section 15 of this Agreement and to reduce the level of payment that otherwise would be provided under Section 6 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 ABRAZAR 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 AGREEMENT TERMS

The parties hereto agree that the terms agreed upon in Section 2 may be modified so long as the amount of the total grant is not increased or reduced and the basic goals and objectives of the project are not altered. However, no such modification shall be made without the prior written approval of the County Executive Officer or his designee.

4. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS

ABRAZAR agrees that its level of operation will be adequate to ensure maximum utilization by the public of the property, equipment, programs and/or services funded by this Agreement and that an opportunity to use and enjoy said property, equipment, programs and/or services shall be granted to all residents of the COUNTY on the same conditions under which the residents of the target area may use and enjoy it.

5. EVALUATION

ABRAZAR agrees and understands that evaluation is an essential condition to this Agreement and that COUNTY will evaluate ABRAZAR in accordance with this Agreement. The parties hereto agree that at any time, and for any purpose, the County Executive Officer, or his designee, may call for an Evaluation to be conducted.

6. PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY agrees to make periodic payments to ABRAZAR upon receipt of invoice(s) from ABRAZAR showing actual amounts expended by ABRAZAR for the project, or ABRAZAR may invoice County upon receipt of invoice from service provider for approved project expenses as identified in Section 2. Total payment hereunder shall be limited to \$5,000.

7. CONFLICT OF INTEREST

ABRAZAR agrees and understands that COUNTY's funds shall not be used by ABRAZAR 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 ABRAZAR.

8. ACCESS AND RECORDS

Unless otherwise agreed in writing by the County Executive Officer, or designee, ABRAZAR shall maintain separate accounting records for all funds received from COUNTY under this Agreement. All accounting records and evidence pertaining to all costs of ABRAZAR shall be kept available at ABRAZAR's office or place of business during duration of this Agreement and thereafter for a period not less than five (5) years. ABRAZAR 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. ABRAZAR agrees to implement all accounting and/or record-keeping recommendations made by COUNTY. In the event ABRAZAR does not make its books and financial records available to COUNTY, ABRAZAR 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 AND INSURANCE

ABRAZAR 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 for 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 ABRAZAR pursuant to this Agreement. If judgment is entered against ABRAZAR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, ABRAZAR and COUNTY agree that liability will be apportioned as determined by the court or jury.

ABRAZAR will obtain and keep in full force and effect all insurance required by COUNTY, as indicated in Exhibit A hereto, which is incorporated herein and made a part hereof by reference. ABRAZAR agrees that no obligation of COUNTY hereunder shall arise

until ABRAZAR has obtained the required insurance and submitted the required insurance certificates.

10. CORPORATE STATUS

If ABRAZAR 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.

11. INDEPENDENT CONTRACTOR

ABRAZAR shall be considered an independent contractor and neither its employees nor subcontractors, agents or anyone else working under or on behalf of ABRAZAR shall be considered an agent or an employee of COUNTY. Further, neither ABRAZAR's employees nor subcontractors, agents or anyone else working under or on behalf of ABRAZAR 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 ABRAZAR without the express written consent of COUNTY. Any attempt by ABRAZAR 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

ABRAZAR shall not unlawfully discriminate in any way with respect to performance of this Agreement, on the basis of race, religion, gender, sexual orientation, age, national origin, ancestry, medical condition, or physical or mental disability and/or in violation of any applicable State or federal law or regulation, including but not limited to the federal Age Discrimination Act of 1975, Section 504 of the federal Rehabilitation Act of 1973, the Americans with Disabilities Act, the federal Civil Rights Act of 1964, Title VII of the federal Civil Rights Act of 1968, California Government Code section 11135 et seq., and the Unruh Civil Rights Act, as those acts may have been amended.

ABRAZAR agrees that in the performance of this Agreement it will comply with all applicable requirements of California Labor Code Section 1735, California Government Code Section 12940 et seq., and federal statutes and regulations pertaining to employment discrimination, and will not engage in nor permit any subcontractor to engage in unlawful discrimination in employment of persons. This prohibition shall pertain to employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters. ABRAZAR acknowledges that a violation of this provision shall subject ABRAZAR 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

ABRAZAR 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, ABRAZAR fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if ABRAZAR violates any of the terms and conditions of this Agreement or any prior Agreement whereby COUNTY funds were received by ABRAZAR, or if ABRAZAR reports inaccurately, or if an Audit Report makes disallowances, ABRAZAR 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 project support until such time as ABRAZAR fulfills its obligation under this Agreement or any prior Agreement between COUNTY and ABRAZAR;
- (b) Collect such outstanding amounts as are determined by COUNTY to be due COUNTY from ABRAZAR;
- (c) Terminate this Agreement by giving written notice to ABRAZAR 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.

18. NOTICES

Where required to be given under this Agreement, notices shall be in writing and deemed given when transmitted by e-mail or delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

COUNTY: County Executive Office  
County of Orange  
333 W. Santa Ana Boulevard, 3<sup>rd</sup> Floor  
Santa Ana, CA 92701-4062  
Attn: Michelle Aguirre

ABRAZAR: Abrazar, Inc.  
7101 Wyoming Street  
Westminster, CA 92683  
Attn: Gloria O. Reyes

**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: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

DATE: 12/17/07

BY: *Barbara J. Platt*  
Deputy

**ABRAZAR, INC.**, a California nonprofit corporation

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**CHARITABLE ORGANIZATION  
INSURANCE REQUIREMENTS**

**NAME OF CHARITABLE ORGANIZATION:** Abrazar, Inc.

**TERM OF AGREEMENT:** From December 19, 2007 To December 31, 2008

The County of Orange requires charitable organizations using County funds, staff, property or resources to carry insurance that protects the County in case of litigation. In addition, the County encourages charitable organizations to carry adequate insurance to protect themselves. The County requires the above-named charitable organization to carry insurance that is acceptable to the County, as indicated below, covering the charitable organization's entire performance of the project described in the Agreement to which this Exhibit is attached.

**Insurance Required By the County**

		<u>Per occurrence*</u>	<u>Annual aggregate*</u>	
<input checked="" type="checkbox"/>	General Liability	\$1,000,000	\$1,000,000	County must be named as additional insured.
<input type="checkbox"/>	Automobile Liability	\$ _____	\$ _____	County must be named as additional insured. This insurance is required if the project involves use of any type of motor vehicle.
<input checked="" type="checkbox"/>	Sexual Misconduct Liability	\$1,000,000	\$1,000,000	County must be named as additional insured. Required if the project involves minors.
<input checked="" type="checkbox"/>	Worker's Compensation	Statutory	Statutory	Required only if charitable organization has paid employees.
<input checked="" type="checkbox"/>	Loss or damage to property or equipment constructed, acquired or improved with funds granted by COUNTY	Market value of property or equipment	Market value of property or equipment	Required only if property or equipment of substantial value is constructed, acquired or improved with funds granted by COUNTY

**Insurance Recommended By the County**

<input type="checkbox"/>	Directors and Officers Liability	\$1,000,000	Not Required by the County
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**Certificate of Insurance**

For those boxes checked that require the County be named as additional insured, please submit a copy of the insurance certificate so indicating to Michelle Aguirre, Administrative Manager II, County Executive Office, 333 W. Santa Ana Blvd., 3<sup>rd</sup> Floor, Santa Ana, CA 92701.

The County will not be obligated under or begin performance of this Agreement until the above-indicated insurance is obtained and the certificate, if required, is submitted.

\*The standard required coverage is \$1,000,000.

**AGREEMENT  
BETWEEN COUNTY OF ORANGE AND KOREAN AMERICAN COALITION –  
ORANGE COUNTY  
TO FUND UPGRADE OF COMPUTER LAB AND CONFLICT RESOLUTION AND  
HUMAN RELATIONS PROGRAMS**

This Agreement to fund upgrade of the computer lab and conflict resolution and human relations programs (hereinafter “Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Korean American Coalition – Orange County, hereinafter referred to as “COALITION,” a California non-profit corporation, with a place of business located at 9562 Garden Grove Blvd., Suite R, Garden Grove, California 92844. COUNTY and COALITION are sometimes referred to herein as “party” or collectively as “parties.”

**RECITALS**

**WHEREAS**, COUNTY, by Minute Order dated December 18, 2007 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 determined, pursuant to Government Code Section 26227, to expend a portion of its general funds in the amount of \$5,000 [hereinafter “the funds”] for contribution to COALITION to upgrade its computer lab and toward conflict resolution and human relations programs between December 19, 2007 and December 31, 2008, hereinafter referred to as “project.”

**WHEREAS**, said project meets the social needs of the population of Orange County.

**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 December 19, 2007 and ending December 31, 2008 subject to the provisions of Section 15 of this Agreement. COALITION agrees that the funds received under this Agreement shall be

disbursed or encumbered on or before December 31, 2008 and that any and all funds remaining as of January 1, 2009, which have not been disbursed or encumbered shall be returned by COALITION to COUNTY. No expense of COALITION will be reimbursed by COUNTY if incurred after December 31, 2008.

## 2. PROJECT PROPOSAL

COALITION agrees to comply with all provisions set forth in this Agreement for use of the funds 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's determinations will be final and the COUNTY will control the use of the funds.

COALITION agrees that the funds will be used to upgrade its computer lab and toward conflict resolution and human relations programs between December 19, 2007 and December 31, 2008.

COUNTY's obligations hereunder are contingent on COALITION providing funding for the project from a source other than COUNTY in an amount equal to amount funded by COUNTY. COUNTY will not be obligated under this Agreement until COALITION provides proof of such matching funding.

Notwithstanding Section 1 herein, COALITION agrees to use any real or personal property or equipment that is constructed, acquired or improved with the funds for its entire useful life for the purposes, as described herein, for which the funds were granted to COALITION by COUNTY. COALITION agrees to notify COUNTY promptly if it ceases to use such property or equipment for the purposes described herein at any time before the end of its useful life. COALITION agrees to properly maintain, repair and keep in good working order all such property or equipment.

COALITION warrants that it will obtain and keep in full force and effect, during the term of this agreement and for the useful life of any real or personal property or equipment constructed, acquired or improved with the funds, all permits, licenses or other governmental approvals required for the project and for any services provided in or with property or equipment constructed, acquired or improved with the funds.

COALITION further agrees that lack of compliance constitutes grounds for COUNTY to pursue the remedies set forth in Section 15 of this Agreement and to reduce the level of payment that otherwise would be provided under Section 6 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 COALITION 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 AGREEMENT TERMS

The parties hereto agree that the terms agreed upon in Section 2 may be modified so long as the amount of the total grant is not increased or reduced and the basic goals and objectives of the project are not altered. However, no such modification shall be made without the prior written approval of the County Executive Officer or his designee.

4. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS

COALITION agrees that its level of operation will be adequate to ensure maximum utilization by the public of the property, equipment, programs and/or services funded by this Agreement and that an opportunity to use and enjoy said property, equipment, programs and/or services shall be granted to all residents of the COUNTY on the same conditions under which the residents of the target area may use and enjoy it.

5. EVALUATION

COALITION agrees and understands that evaluation is an essential condition to this Agreement and that COUNTY will evaluate COALITION in accordance with this Agreement. The parties hereto agree that at any time, and for any purpose, the County Executive Officer, or his designee, may call for an Evaluation to be conducted.

6. PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY agrees to make periodic payments to COALITION upon receipt of invoice(s) from COALITION showing actual amounts expended by COALITION for the project, or COALITION may invoice County upon receipt of invoice from service provider for approved project expenses as identified in Section 2. Total payment hereunder shall be limited to \$5,000.

7. CONFLICT OF INTEREST

COALITION agrees and understands that COUNTY's funds shall not be used by COALITION 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 COALITION.

8. ACCESS AND RECORDS

Unless otherwise agreed in writing by the County Executive Officer, or designee, COALITION shall maintain separate accounting records for all funds received from COUNTY under this Agreement. All accounting records and evidence pertaining to all costs of COALITION shall be kept available at COALITION's office or place of business during duration of this Agreement and thereafter for a period not less than five (5) years. COALITION 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. COALITION agrees to implement all accounting and/or record-keeping recommendations made by COUNTY. In the event COALITION does not make its books and financial records available to COUNTY, COALITION 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 AND INSURANCE

COALITION 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 for 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 COALITION pursuant to this Agreement. If judgment is entered against COALITION and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, COALITION and COUNTY agree that liability will be apportioned as determined by the court or jury.

COALITION will obtain and keep in full force and effect all insurance required by COUNTY, as indicated in Exhibit A hereto, which is incorporated herein and made a part hereof by reference. COALITION agrees that no obligation of COUNTY hereunder shall arise until COALITION has obtained the required insurance and submitted the required insurance certificates.

10. CORPORATE STATUS

If COALITION 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.

11. INDEPENDENT CONTRACTOR

COALITION shall be considered an independent contractor and neither its employees nor subcontractors, agents or anyone else working under or on behalf of COALITION shall be considered an agent or an employee of COUNTY. Further, neither COALITION's employees nor subcontractors, agents or anyone else working under or on behalf of COALITION 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 COALITION without the express written consent of COUNTY. Any attempt by COALITION 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

COALITION shall not unlawfully discriminate in any way with respect to performance of this Agreement, on the basis of race, religion, gender, sexual orientation, age, national origin, ancestry, medical condition, or physical or mental disability and/or in violation of any applicable State or federal law or regulation, including but not limited to the federal Age Discrimination Act of 1975, Section 504 of the federal Rehabilitation Act of 1973, the Americans with Disabilities Act, the federal Civil Rights Act of 1964, Title VII of the federal Civil Rights Act of 1968, California Government Code section 11135 et seq., and the Unruh Civil Rights Act, as those acts may have been amended.

COALITION agrees that in the performance of this Agreement it will comply with all applicable requirements of California Labor Code Section 1735, California

Government Code Section 12940 et seq., and federal statutes and regulations pertaining to employment discrimination, and will not engage in nor permit any subcontractor to engage in unlawful discrimination in employment of persons. This prohibition shall pertain to employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters. COALITION acknowledges that a violation of this provision shall subject COALITION 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

COALITION 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, COALITION fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if COALITION violates any of the terms and conditions of this Agreement or any prior Agreement whereby COUNTY funds were received by COALITION, or if COALITION reports inaccurately, or if an Audit Report makes disallowances, COALITION 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 project support until such time as COALITION fulfills its obligation under this Agreement or any prior Agreement between COUNTY and COALITION;
- (b) Collect such outstanding amounts as are determined by COUNTY to be due COUNTY from COALITION;
- (c) Terminate this Agreement by giving written notice to COALITION 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.

18. NOTICES

Where required to be given under this Agreement, notices shall be in writing and deemed given when transmitted by e-mail or delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

COUNTY: County Executive Office  
County of Orange  
333 W. Santa Ana Boulevard, 3<sup>rd</sup> Floor  
Santa Ana, CA 92701-4062  
Attn: Michelle Aguirre

COALITION: Korean American Coalition – Orange County  
9562 Garden Grove Blvd., Suite R  
Garden Grove, CA 92844  
Attn: Jany Lee

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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: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

DATE: 12/17/07

BY: *Darlene J. Bloom*  
Deputy

**KOREAN AMERICAN COALITION – ORANGE COUNTY**, a California nonprofit corporation

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**CHARITABLE ORGANIZATION  
INSURANCE REQUIREMENTS**

**NAME OF CHARITABLE ORGANIZATION:** Korean American Coalition – Orange County

**TERM OF AGREEMENT:** From December 19, 2007 To December 31, 2007

The County of Orange requires charitable organizations using County funds, staff, property or resources to carry insurance that protects the County in case of litigation. In addition, the County encourages charitable organizations to carry adequate insurance to protect themselves. The County requires the above-named charitable organization to carry insurance that is acceptable to the County, as indicated below, covering the charitable organization's entire performance of the project described in the Agreement to which this Exhibit is attached.

**Insurance Required By the County**

		<u>Per occurrence*</u>	<u>Annual aggregate*</u>	
<input checked="" type="checkbox"/>	General Liability	\$1,000,000	\$1,000,000	County must be named as additional insured.
<input type="checkbox"/>	Automobile Liability	\$ _____	\$ _____	County must be named as additional insured. This insurance is required if the project involves use of any type of motor vehicle.
<input type="checkbox"/>	Sexual Misconduct Liability	\$1,000,000	\$1,000,000	County must be named as additional insured. Required if the project involves minors.
<input checked="" type="checkbox"/>	Worker's Compensation	Statutory	Statutory	Required only if charitable organization has paid employees.
<input checked="" type="checkbox"/>	Loss or damage to property or equipment constructed, acquired or improved with funds granted by COUNTY	Market value of property or equipment	Market value of property or equipment	Required only if property or equipment of substantial value is constructed, acquired or improved with funds granted by COUNTY

**Insurance Recommended By the County**

<input type="checkbox"/>	Directors and Officers Liability	\$1,000,000	Not Required by the County
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**Certificate of Insurance**

For those boxes checked that require the County be named as additional insured, please submit a copy of the insurance certificate so indicating to Michelle Aguirre, Administrative Manager II, County Executive Office, 333 W. Santa Ana Blvd., 3<sup>rd</sup> Floor, Santa Ana, CA 92701.

The County will not be obligated under or begin performance of this Agreement until the above-indicated insurance is obtained and the certificate, if required, is submitted.

\*The standard required coverage is \$1,000,000.

**AGREEMENT  
BETWEEN COUNTY OF ORANGE AND CITY OF SANTA ANA  
TO FUND CALIFORNIA STATE UNIVERSITY, FULLERTON STUDY OF GANG  
PROBLEMS**

This Agreement to fund a contract with California State University, Fullerton for a study of the gang problem in Santa Ana (hereinafter "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Santa Ana, hereinafter referred to as "CITY," with a place of business located at 20 Civic Center Plaza, Santa Ana, California 92702. COUNTY and CITY are sometimes referred to herein as "party" or collectively as "parties."

**RECITALS**

**WHEREAS**, COUNTY, by Minute Order dated December 18, 2007 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 determined, pursuant to Government Code Section 26227, to expend a portion of its general funds in the amount of \$25,000 (hereinafter "the funds") for use by CITY between December 19, 2007 and December 31, 2008 toward a contract with California State University, Fullerton for a study of the gang problem in Santa Ana, hereinafter referred to as "project."

**WHEREAS**, said project meets the social needs of the population of Orange County.

**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 December 19, 2007 and ending December 31, 2008 subject to the provisions of Section 14 of this Agreement. CITY agrees that the funds received under this Agreement shall be disbursed or encumbered on or before December 31, 2008 and that any and all funds remaining as of

January 1, 2009, which have not been disbursed or encumbered shall be returned by CITY to COUNTY. No expense of CITY will be reimbursed by COUNTY if incurred after December 31, 2008.

2. PROJECT PROPOSAL

CITY agrees to comply with all provisions set forth in this Agreement for use of the funds 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's determinations will be final and the COUNTY will control the use of the funds.

CITY agrees that the funds will be used toward a contract with California State University, Fullerton for a study of the gang problem in Santa Ana between December 19, 2007 and December 31, 2008.

COUNTY's obligations hereunder are contingent on CITY providing funding for the project from a source other than COUNTY in an amount equal to amount funded by COUNTY. COUNTY will not be obligated under this Agreement until CITY provides proof of such matching funding.

Notwithstanding Section 1 herein, CITY agrees to use any real or personal property or equipment that is acquired or improved with the funds for its entire useful life for the purposes, as described herein, for which the funds were granted to CITY by COUNTY. CITY agrees to notify COUNTY promptly if it ceases to use such property or equipment for the purposes described herein at any time before the end of its useful life. CITY agrees to properly maintain, repair and keep in good working order all such property or equipment.

CITY warrants that it will obtain and keep in full force and effect, during the term of this agreement and for the useful life of any real or personal property or equipment constructed, acquired or improved with the funds, all permits, licenses or other governmental approvals required for the project and for any services provided in or with property or equipment constructed, acquired or improved with the funds.

CITY further agrees that lack of compliance constitutes grounds for COUNTY to pursue the remedies set forth in Section 14 of this Agreement and to reduce the level of payment that otherwise would be provided under Section 6 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 CITY 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 AGREEMENT TERMS

The parties hereto agree that the terms agreed upon in Section 2 may be modified so long as the amount of the total grant is not increased or reduced and the basic goals and objectives of the project are not altered. However, no such modification shall be made without the prior written approval of the County Executive Officer or his designee.

4. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS

CITY agrees that its level of operation will be adequate to ensure maximum utilization by the public of the property, equipment, programs and/or services funded by this Agreement and that an opportunity to use and enjoy said property, equipment, programs and/or services shall be granted to all residents of the COUNTY on the same conditions under which the residents of the target area may use and enjoy it.

5. EVALUATION

CITY agrees and understands that evaluation is an essential condition to this Agreement and that COUNTY will evaluate CITY in accordance with this Agreement. The parties hereto agree that at any time, and for any purpose, the County Executive Officer, or his designee, may call for an Evaluation to be conducted.

6. PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY agrees to make periodic payments to CITY upon receipt of invoice(s) from CITY showing actual amounts expended by CITY for the project, or CITY may invoice County upon receipt of invoice from service provider for approved project expenses as identified in Section 2. Total payment hereunder shall be limited to \$25,000.

7. CONFLICT OF INTEREST

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

8. ACCESS AND RECORDS

Unless otherwise agreed in writing by the County Executive Officer, or designee, CITY shall maintain separate accounting records for all funds received from COUNTY under

this Agreement. All accounting records and evidence pertaining to all costs of CITY shall be kept available at CITY's office or place of business during duration of this Agreement and thereafter for a period not less than five (5) years. CITY 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. CITY agrees to implement all accounting and/or record-keeping recommendations made by COUNTY. In the event CITY does not make its books and financial records available to COUNTY, CITY 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 AND INSURANCE

CITY 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 for 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 CITY pursuant to this Agreement. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CITY and COUNTY agree that liability will be apportioned as determined by the court or jury.

CITY certifies that it has insurance coverage or self-insurance that is adequate to cover all risks associated with the project. If it has insurance covering the project, CITY will add COUNTY as an additional insured.

10. INDEPENDENT CONTRACTOR

CITY shall be considered an independent contractor and neither its employees nor subcontractors, agents or anyone else working under or on behalf of CITY shall be considered an agent or an employee of COUNTY. Further, neither CITY's employees nor subcontractors, agents or anyone else working under or on behalf of CITY shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

11. 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 CITY without the express written consent of COUNTY. Any attempt by CITY 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.

12. NON-DISCRIMINATION

CITY shall not unlawfully discriminate in any way with respect to performance of this Agreement, on the basis of race, religion, gender, sexual orientation, age, national origin, ancestry, medical condition, or physical or mental disability in violation of any applicable State or federal law or regulation, including but not limited to the federal Age Discrimination Act of 1975, Section 504 of the federal Rehabilitation Act of 1973, the Americans with Disabilities Act., the federal Civil Rights Act of 1964, Title VII of the federal Civil Rights Act of 1968, California Government Code section 11135 et seq., and the Unruh Civil Rights Act, as those acts may have been amended.

CITY agrees that in the performance of this Agreement it will comply with all applicable requirements of California Labor Code Section 1735, California Government Code Section 12940 et seq., and federal statutes and regulations pertaining to employment discrimination, and will not engage in nor permit any subcontractor to engage in unlawful discrimination in employment of persons. This prohibition shall pertain to employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters. CITY acknowledges that a violation of this provision shall subject CITY 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.

13. PROHIBITION AGAINST LOBBYING

CITY 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.

14. BREACH-SANCTIONS

If, through any cause, CITY fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if CITY violates any of the terms and conditions of this Agreement or any prior Agreement whereby COUNTY funds were received by CITY, or if CITY reports inaccurately, or if an Audit Report makes disallowances, CITY 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 project support until such time as CITY fulfills its obligation under this Agreement or any prior Agreement between COUNTY and CITY;
- b. Collect such outstanding amounts as are determined by COUNTY to be due COUNTY from CITY;
- c. Terminate this Agreement by giving written notice to CITY of such termination and specifying the effective date thereof.

15. 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.

16. 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



**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: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

DATE: 12/17/07

BY: *Barbara L. DeB...*  
Deputy

**CITY OF SANTA ANA**

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**AGREEMENT  
BETWEEN COUNTY OF ORANGE AND  
GARDEN GROVE DOWNTOWN BUSINESS ASSOCIATION  
TO FUND BUILDING OF AN ENTRY ARCH GATEWAY TO HISTORIC MAIN  
STREET**

This Agreement to fund the building of an entry arch gateway to Historic Main Street, Garden Grove, California (hereinafter "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Garden Grove Downtown Business Association, a non-profit corporation, hereinafter referred to as "ASSOCIATION," with a place of business located at 12866 Main Street, #100, Garden Grove, California 92840. COUNTY and ASSOCIATION are sometimes referred to herein as "party" or collectively as "parties."

**RECITALS**

**WHEREAS**, COUNTY, by Minute Order dated December 18, 2007 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 determined, pursuant to Government Code Section 26227, to expend a portion of its general funds in the amount of \$100,000 [hereinafter "the funds"] for use by ASSOCIATION between December 19, 2007 and December 31, 2008 for the building of an entry arch gateway to Historic Main Street, Garden Grove, California, hereinafter referred to as "project."

**WHEREAS**, said project meets the social needs of the population of Orange County.

**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 December 19, 2007 and ending December 31, 2008 subject to the provisions of Section 15 of this Agreement. ASSOCIATION agrees that the funds received under this Agreement shall be

disbursed or encumbered on or before December 31, 2008 and that any and all funds remaining as of January 1, 2009, which have not been disbursed or encumbered, shall be returned by ASSOCIATION to COUNTY. No expense of ASSOCIATION will be reimbursed by COUNTY if incurred after December 31, 2008.

## 2. PROJECT PROPOSAL

ASSOCIATION agrees to comply with all provisions set forth in this Agreement for use of the funds 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's determinations will be final and the COUNTY will control the use of the funds.

ASSOCIATION agrees that the funds will be used between December 19, 2007 and December 31, 2008 for the building of an entry arch gateway to Historic Main Street, Garden Grove, California.

Notwithstanding Section 1 herein, ASSOCIATION agrees to use any real or personal property or equipment that is constructed, acquired or improved with the funds for its entire useful life for the purposes, as described herein, for which the funds were granted to ASSOCIATION by COUNTY. ASSOCIATION agrees to notify COUNTY promptly if it ceases to use such property or equipment for the purposes described herein at any time before the end of its useful life. ASSOCIATION agrees to properly maintain, repair and keep in good working order all such property or equipment.

ASSOCIATION warrants that it will obtain and keep in full force and effect, during the term of this agreement and for the useful life of any real or personal property or equipment constructed, acquired or improved with the funds, all permits, licenses or other governmental approvals required for the project and for any services provided in or with property or equipment constructed, acquired or improved with the funds.

ASSOCIATION further agrees that lack of compliance constitutes grounds for COUNTY to pursue the remedies set forth in Section 15 of this Agreement and to reduce the level of payment that otherwise would be provided under Section 6 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 ASSOCIATION 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 AGREEMENT TERMS

The parties hereto agree that the terms agreed upon in Section 2 may be modified so long as the amount of the total grant is not increased or reduced and the basic goals and objectives of the project are not altered. However, no such modification shall be made without the prior written approval of the County Executive Officer or his designee.

4. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS

ASSOCIATION agrees that its level of operation will be adequate to ensure maximum utilization by the public of the property, equipment, programs and/or services funded by this Agreement and that an opportunity to use and enjoy said property, equipment, programs and/or services shall be granted to all residents of the COUNTY on the same conditions under which the residents of the target area may use and enjoy it.

5. EVALUATION

ASSOCIATION agrees and understands that evaluation is an essential condition to this Agreement and that COUNTY will evaluate ASSOCIATION in accordance with this Agreement. The parties hereto agree that at any time, and for any purpose, the County Executive Officer, or his designee, may call for an Evaluation to be conducted.

6. PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY agrees to make periodic payments to ASSOCIATION upon receipt of invoice(s) from ASSOCIATION showing actual amounts expended by ASSOCIATION for the project, or ASSOCIATION may invoice County upon receipt of invoice from service provider for approved project expenses as identified in Section 2. Total payment hereunder shall be limited to \$100,000.

7. CONFLICT OF INTEREST

ASSOCIATION agrees and understands that COUNTY's funds shall not be used by ASSOCIATION 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 ASSOCIATION.

8. ACCESS AND RECORDS

Unless otherwise agreed in writing by the County Executive Officer, or designee, ASSOCIATION shall maintain separate accounting records for all funds received from COUNTY under this Agreement. All accounting records and evidence pertaining to all costs of ASSOCIATION shall be kept available at ASSOCIATION's office or place of business

during duration of this Agreement and thereafter for a period not less than five (5) years. ASSOCIATION 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. ASSOCIATION agrees to implement all accounting and/or record-keeping recommendations made by COUNTY. In the event ASSOCIATION does not make its books and financial records available to COUNTY, ASSOCIATION 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 AND INSURANCE

ASSOCIATION 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 for 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 ASSOCIATION pursuant to this Agreement. If judgment is entered against ASSOCIATION and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, ASSOCIATION and COUNTY agree that liability will be apportioned as determined by the court or jury.

ASSOCIATION will obtain and keep in full force and effect all insurance required by COUNTY, as indicated in Exhibit A hereto, which is incorporated herein and made a part hereof by reference. ASSOCIATION agrees that no obligation of COUNTY hereunder shall arise until ASSOCIATION has obtained the required insurance and submitted the required insurance certificates.

10. CORPORATE STATUS

If ASSOCIATION 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.

11. INDEPENDENT CONTRACTOR

ASSOCIATION shall be considered an independent contractor and neither its employees nor subcontractors, agents or anyone else working under or on behalf of ASSOCIATION shall be considered an agent or an employee of COUNTY. Further, neither ASSOCIATION's employees nor subcontractors, agents or anyone else working under or on behalf of ASSOCIATION 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 ASSOCIATION without the express written consent of COUNTY. Any attempt by ASSOCIATION 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

ASSOCIATION shall not unlawfully discriminate in any way with respect to performance of this Agreement, on the basis of race, religion, gender, sexual orientation, age, national origin, ancestry, medical condition, or physical or mental disability and/or in violation of any applicable State or federal law or regulation, including but not limited to the federal Age Discrimination Act of 1975, Section 504 of the federal Rehabilitation Act of 1973, the Americans with Disabilities Act., the federal Civil Rights Act of 1964, Title VII of the federal Civil Rights Act of 1968, California Government Code section 11135 et seq., and the Unruh Civil Rights Act, as those acts may have been amended.

ASSOCIATION agrees that in the performance of this Agreement it will comply with all applicable requirements of California Labor Code Section 1735, California Government Code Section 12940 et seq., and federal statutes and regulations pertaining to employment discrimination, and will not engage in nor permit any subcontractor to engage in unlawful discrimination in employment of persons. This prohibition shall pertain to employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including

apprenticeship; and any other action or inaction pertaining to employment matters. ASSOCIATION acknowledges that a violation of this provision shall subject ASSOCIATION 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

ASSOCIATION 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, ASSOCIATION fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if ASSOCIATION violates any of the terms and conditions of this Agreement or any prior Agreement whereby COUNTY funds were received by ASSOCIATION, or if ASSOCIATION reports inaccurately, or if an Audit Report makes disallowances, ASSOCIATION 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 project support until such time as ASSOCIATION fulfills its obligation under this Agreement or any prior Agreement between COUNTY and ASSOCIATION;
- (b) Collect such outstanding amounts as are determined by COUNTY to be due COUNTY from ASSOCIATION;
- (c) Terminate this Agreement by giving written notice to ASSOCIATION 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.

18. NOTICES

Where required to be given under this Agreement, notices shall be in writing and deemed given when transmitted by e-mail or delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

COUNTY: County Executive Office  
County of Orange  
333 W. Santa Ana Boulevard, 3<sup>rd</sup> Floor  
Santa Ana, CA 92701-4062  
Attn: Michelle Aguirre

ASSOCIATION: Garden Grove Downtown Business Association  
12866 Main Street, #100  
Garden Grove, CA 92840  
Attn: Scott Weimer

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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: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

DATE: 12/17/07

BY: *Darlene J. Bloom*  
Deputy

GARDEN GROVE DOWNTOWN BUSINESS ASSOCIATION, a California Nonprofit Corporation

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**CHARITABLE ORGANIZATION  
INSURANCE REQUIREMENTS**

**NAME OF CHARITABLE ORGANIZATION:** Garden Grove Downtown Business Association

**TERM OF AGREEMENT:** From December 19, 2007 To December 31, 2007

The County of Orange requires charitable organizations using County funds, staff, property or resources to carry insurance that protects the County in case of litigation. In addition, the County encourages charitable organizations to carry adequate insurance to protect themselves. The County requires the above-named charitable organization to carry insurance that is acceptable to the County, as indicated below, covering the charitable organization's entire performance of the project described in the Agreement to which this Exhibit is attached.

**Insurance Required By the County**

		<u>Per occurrence*</u>	<u>Annual aggregate*</u>	
<input checked="" type="checkbox"/>	General Liability	\$1,000,000	\$1,000,000	County must be named as additional insured.
<input type="checkbox"/>	Automobile Liability	\$ _____	\$ _____	County must be named as additional insured. This insurance is required if the project involves use of any type of motor vehicle.
<input type="checkbox"/>	Sexual Misconduct Liability	\$1,000,000	\$1,000,000	County must be named as additional insured. Required if the project involves minors.
<input checked="" type="checkbox"/>	Worker's Compensation	Statutory	Statutory	Required only if charitable organization has paid employees.
<input checked="" type="checkbox"/>	Loss or damage to property or equipment constructed, acquired or improved with funds granted by COUNTY	Market value of property or equipment	Market value of property or equipment	Required only if property or equipment of substantial value is constructed, acquired or improved with funds granted by COUNTY

**Insurance Recommended By the County**

<input type="checkbox"/>	Directors and Officers Liability	\$1,000,000	Not Required by the County
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**Certificate of Insurance**

For those boxes checked that require the County be named as additional insured, please submit a copy of the insurance certificate so indicating to Michelle Aguirre, Administrative Manager II, County Executive Office, 333 W. Santa Ana Blvd., 3<sup>rd</sup> Floor, Santa Ana, CA 92701.

The County will not be obligated under or begin performance of this Agreement until the above-indicated insurance is obtained and the certificate, if required, is submitted.

\*The standard required coverage is \$1,000,000.



#51

Revised RA  
NO title change.

# Revision to ASR and/or Exhibits/Attachments

**Date:** December 13, 2007  
**To:** Darlene J. Bloom, Clerk of the Board of Supervisors  
**CC:** County Executive Office  
**From:** Thomas G. Mauk, County Executive Officer  
**RE:** Agenda Item(s) # 51 for the 12/18/07 Board Meeting  
**ASR Control #(s):** 07-002609  
**Subject:** First District Fund 130 Allocations

**Explanation:**

See revised recommended action below:

Revised Recommended Action(s)

Please delete recommended action #19

Make modifications to the:

Subject       Background Information       Summary

Revised Exhibits/Attachments (attached)

Additional Information and/or Correspondence (attached)

07-002609-20