



County Executive Office
Memorandum

S29B

November 30, 2007

To: Chris Norby, Chairman
From: Thomas G. Mauk, County Executive Officer
Subject: Exception to the Rule 21

07 NOV 30 PM 12:09
COUNTY OF ORANGE
CLERK OF SUPERVISORS

The County Executive Office is requesting a supplemental for the December 4, 2007 Board Hearing Meeting.

Agency: Housing & Community Services Department
Subject: Approval of WIA/National Emergency Grant Agreement
District: All

Reason for supplemental: Agreement awaiting review and signatures.

Concur: 
Chris Norby, Chairman
Board of Supervisors

cc: Members, Board of Supervisors
Ben De Mayo, County Counsel
Rob Richardson, Assistant to the County Executive Officer

**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**



ASR Control

MEETING DATE: 12/4/07
 LEGAL ENTITY TAKING ACTION: Board of Supervisors
 BOARD OF SUPERVISORS DISTRICT(S): All Districts
 SUBMITTING AGENCY/DEPARTMENT: Housing and Community Services Department
 DEPARTMENT CONTACT PERSON(S): Andrew Munoz, 714-567-7371
 Julie Elizondo, 714-834-6877

07/10/08 11:11 AM
 Bidwell

SUBJECT: Approval of WIA / National Emergency Grant Agreement

	COUNTY COUNSEL REVIEW 	CLERK OF THE BOARD Discussion
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Budgeted: No	Current Year Cost: \$968,700	Annual Cost: FY 2008-09 \$831,240
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Staffing Impact: No Current Fiscal Year Revenue: \$968,700 Funding Source: 100% Federal	# of Positions:	Sole Source: Yes
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Prior Board Action: NA

RECOMMENDED ACTION(S)

1. Approve and authorize the Chair of the Board to execute the Workforce Investment Act (WIA) Cost Reimbursement Agreement ("Agreement") for the National Emergency Grant (NEG)-Fire Project with the Orange County Conservation Corps in an amount not to exceed \$1,799,940 for the period of December 4, 2007 through December 31, 2008.
2. Authorize the Housing and Community Services Department Director, or designee, to modify WIA Policies and Procedures for the provision of recruitment, intake, assessments and referrals as changes are required by the State of California, Employment Development Department and/or the U.S. Department of Labor.
3. Authorize the Housing and Community Services Department Director, or designee, to extend the term of this Agreement up to, and including, a period of one year, as time extensions are granted by the State of California, Employment Development Department or U.S. Department of Labor provided that the authorized contract sum is not exceeded.
4. Authorize the Housing and Community Services Department Director, or designee, to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget as long as the total contract payments under this Agreement are not increased and these transfers do not materially change other provisions of the Agreement.

5. Authorize the Housing and Community Services Department Director, or designee, to modify program components, service levels and line-budget information detailed in Exhibits "A," "B" and "C" so long as these modifications do not materially change other provisions of the Agreement.

6. Authorize the Housing and Community Services Department Director, or designee, to increase the amount of the Agreement, not to exceed a total of 10 percent of the contract amount for the entire term of the contract, including renewals, and within the scope of work set forth in the Agreement, per Board policy.

SUMMARY:

Approval of the Agreement with Orange County Conservation Corps in an amount not to exceed \$1,799,940 for the period of December 4, 2007 through December 31, 2008 will create temporary jobs to assist in the clean-up and restoration efforts of several county facilities as a result of the October 2007 Santiago fire.

BACKGROUND INFORMATION:

The National Emergency Grant (NEG) project is a collaborative effort between the Orange County Workforce Investment Board (OCWIB), the County's Resources and Development Management Department (RDMD), and Orange County Conservation Corps (OCCC). The primary purpose of this grant is to create temporary jobs to assist in the clean-up and restoration efforts of public facilities damaged as a result of the disaster created by the Southern California wildfires of October 2007. The County of Orange, Housing and Community Services Department, Community Investment Division (HCS/CID) is the grant recipient for the NEG project as the Workforce Investment Board (WIB) serving the Orange County area.

On Friday, November 2, 2007, the OCWIB was notified that it would receive a NEG for the period from November 1, 2007 through December 31, 2008 to be distributed incrementally. Any delay in preparing the Agreement has been due to necessary negotiations and planning with the State's Employment Development Department (EDD) and OCCC.

The State has requested immediate action and expenditure of the short-term NEG funds. Expenditure of the funds is critical to obtaining the full grant award. If funds are not expended in accordance with the State recommended timeline, the next increment of funding could be forfeited and the County will lose funding necessary to assist with fire recovery efforts.

This is a Sole Source Contract. The Orange County Conservation Corps (OCCC) is the recommended vendor for this project. The OCCC was the former contractor successfully used for the past NEG-Storms grant (August 2005 through March 2007) to restore countywide areas damaged by the 2004-05 winter rainstorms. The OCCC currently holds a contract with the County's RDMD for routine cyclical maintenance with some emergency response throughout several County sites. The OCCC was also in the pool of respondents to the last Workforce Investment Act (WIA) Youth Request for Proposals (RFP) for the 2006-2011 five (5) year procurement cycle. Additionally, the OCCC has been a past service provider with the OCWIB offering, among other services, paid work experience to older and out-of-school youth. To avoid the risk of losing this funding opportunity and comply with State program guidelines, HCS/CID recommends that the Board award this Agreement to OCCC.

NEG project funds will support the OCCC in assisting up to 120 dislocated and/or long term unemployed older youth ages 18 -26 with temporary work that may lead to future job opportunities. For the purposes

of this NEG grant, the definition of long term unemployed is an individual who has been unemployed for five (5) or more weeks out of the last 26 weeks. This allows for the increase in the pool of candidates for recruitment into temporary jobs. The cost per participant for this project is within the limitations set by the NEG and is consistent with other employment and training service projects in Orange County.

Contingency Amount Justification

NEG funds are distributed incrementally based on performance. The OCWIB has received notification of an initial allocation that allows it to recommend funding for OCCC for an amount up to \$1,799,940. Due to the special nature of the NEG funds in terms of both their incremental and short term availability, the OCWIB is requesting the ability to immediately add 10 % or up to \$179,994 to the OCCC Agreement if and when additional funds become available from the State. The County may be notified of additional funding to be allocated immediately and may need to act quickly in order not to lose the funding. As the OCCC meets or exceeds project enrollments and other performance benchmarks, there may also be potential for the OCWIB to increase the OCCC contract amount in order to serve more clients and better meet the on-going needs of the clean-up and restoration work. Without immediately being able to allocate additional monies as soon as they may become available, the OCWIB may lose the ability to be awarded the funds.

The contract proposed in this agenda item contains language, which permits reduction or termination of contract immediately without penalty if approved funding or appropriations are not forthcoming. This contract is fulfilling a critical service need, and approval to proceed is recommended.

FINANCIAL IMPACT:

Housing and Community Services Department will return to your Board during the Second Quarter Budget Adjustment to increase revenues and appropriations for this agreement and budget accordingly for FY 2008-09.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

Housing and Community Services Department

EXHIBIT(S):

NA

ATTACHMENT(S):

WIA-NEG Cost Reimbursement Agreement and Exhibits
Sole Source Justification



**WIA COST REIMBURSEMENT AGREEMENT
COUNTY OF ORANGE**

FUNDING SOURCE: 100% FEDERAL AGREEMENT #: P3-NEG-08

THIS AGREEMENT, between the County of Orange, hereinafter referred to as "COUNTY" and the Orange County Conservation Corps hereinafter referred to as "CONTRACTOR," consists of fifty two (52) sections and the following ten (10) exhibits: **A.** General Program Requirements, **B.** Statement of Work, **C.** Performance Standards, **D.** Budget Schedule, **E.** Drug Free Workplace Certification, **F.** Suspension & Debarment Certification, **G.** Certification Regarding Lobbying, **H.** Disclosure Form to Report Lobbying, **I.** Child Support Enforcement Provision (for-profit providers only), and **J.** EDD Independent Operator Reporting Requirements.

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SIGNATURES

EXHIBITS

- A General Program Requirements
- B Statement of Work
- C Performance Standards
- D Budget Schedule
- E Drug-Free Workplace Certification
- F Suspension & Debarment
- G Certification Regarding Lobbying
- H Disclosure Form to Report Lobbying
- I Child Support Enforcement Provision (for profit only providers)
- J EDD Independent Operator Reporting Requirements

1 **WHEREAS**, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to
2 as "the Act," to provide workforce investment activities, through statewide and local workforce investment
3 systems, that increase employment, retention and earnings of participants, and increase occupational skill
4 attainment by participants, and, as a result, improve the quality of the workforce and enhance the
5 productivity and competitiveness of the Nation; and

6 **WHEREAS**, the County of Orange, (hereinafter "COUNTY") acting as the Administrator of the Act
7 funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to
8 as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

9 **WHEREAS**, COUNTY, by Minute Order dated, _____ copy of which is on file with the Clerk
10 of the Board of Supervisors of Orange County and which by this reference is incorporated herein and
11 made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to
12 exceed One Million Seven Hundred Ninety Nine Thousand Nine Hundred Forty Dollars (\$1,799,940) to
engage CONTRACTOR to carry out certain program services; and

13 **WHEREAS**, COUNTY's Housing and Community Services Department (hereinafter referred to as
14 "HCS"), Director or designee (hereinafter referred to as "DIRECTOR"), shall administer this Agreement as
15 is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as
16 required by law or applicable regulations; and

17 **WHEREAS**, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and
18 conditions hereinafter set forth;

19 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

20 **TERM**

21 **1.** The term of this Agreement shall commence on December 4, 2007 and terminate on December 31,
22 2008 subject to the provisions of Sections 16, 42 and 44 of this Agreement; however,
23 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
24 including but not limited to obligations with respect to indemnification, audits, reporting and
25 accounting. CONTRACTOR and DIRECTOR may mutually agree in writing to extend the term of this
26 Agreement up to and including a period of one year, provided that COUNTY's maximum obligation as

1 stated in Subparagraph 19 (a) of this Agreement does not increase as a result, and on the same
2 terms and conditions upon mutual agreement of the parties in writing without further Board action,
3 unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in
4 paragraph 44 herein.

5 **PURPOSE**

- 6 2. The purpose of the program funded by this Agreement is to provide workforce investment activities
7 that increase employment, retention, earnings and occupational skill attainment through local
8 workforce investment systems to youth. All services are intended to improve the quality of the
9 workforce and enhance the productivity and competitiveness of Orange County and the U.S..
10 CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

11 **COMPLIANCE WITH LAW**

- 12 3. In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of
13 the following, whether or not otherwise referred to in this Agreement:

14 (a) The Act and all applicable federal statutes, regulations, policies, procedures and directives,
15 including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

16 (1) All applicable standards and orders and requirements issued under Section 306 of the Clean
17 Air Act (45 U.S.C. Sections 7401 et seq.), Section 508 of the Clean Water Act (33 U.S.C.
18 Sections 151 et seq.) and Environmental Protection Agency (40 CFR Part 15) regulations in
19 contracts in excess of \$100,000.

20 (2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy
21 efficiency as particularized in the State Energy Conservation Plan (CA Code of Regulations,
22 Title 20, Division 2, Chapter 4 et seq.), as required by the U.S. Energy Policy and
23 Conservation Act (42 U.S.C. 8201 et seq.) as each may now exist or be hereafter amended.

24 (b) All applicable State statutes, regulations, policies, procedures and directives;

25 (c) All applicable COUNTY policies, procedures and directives;

26 (d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR's operations; and

1 (f) The terms and conditions of this Agreement.

2
3 If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify
4 DIRECTOR in writing within thirty (30) days after enactment or modification that it cannot so comply.
5 COUNTY may thereupon terminate this Agreement, if necessary.

6 **STATEMENT OF WORK**

7 4. This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as
8 Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all
9 work, and to provide all services set forth in this Agreement and the aforementioned Statement of
10 Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters
11 not specifically contained within the body of this Agreement, the Statement of Work will be
controlling.

12 **SERVICES**

13 5. CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR,
14 and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but
15 are not limited to, those set forth in Exhibits "A", "B" and "C", which are attached hereto and
16 incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and
17 guarantees performance of all of the specific program components and service levels listed in
18 Exhibits "A", "B" and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A",
19 "B" or "C" may, in addition to those remedies set forth in Section 42 of this Agreement, constitute
20 grounds for COUNTY to reduce the level of payment otherwise provided under Section 19 (c) of this
21 Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the
22 remainder of the period of this Agreement. Reductions in an amount up to 10% of the total contract
23 may be made by DIRECTOR. Any reduction over 10% shall occur only as a result of action of
COUNTY's Board of Supervisors upon recommendation by DIRECTOR.

24 **MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

25 6. The parties hereto agree that those program components, service levels, and line-item budget
26 information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement

1 of the DIRECTOR and CONTRACTOR so long as the total payments under this Agreement are not
2 increased and the basic goals and objectives of the program are not altered. Should the State of
3 California modify any program component and/or service level detailed in Exhibits "A", "B", "C" and/or
4 "D," then the COUNTY shall have the right to unilaterally modify this agreement to meet such
5 requirements.

6 **INSTRUCTORS**

7 7. CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to
8 instruct in the appropriate program or training component or curriculum. If necessary, such
9 instructors shall be appropriately certified by the State of California. Within thirty (30) days after the
10 execution of this Agreement, CONTRACTOR shall submit to DIRECTOR a list of the names and
11 qualifications of all instructors who will be providing such training and shall notify DIRECTOR within
12 five (5) business days of any amendments or revisions thereto.

12 **PERFORMANCE STANDARDS**

13 8. CONTRACTOR shall comply with and adhere to the performance accountability standards and
14 general program requirements described in Sections 136 (Performance Standards) and 195 (General
15 Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C".
16 Should the Performance Requirements defined in the Agreement between the State of California and
17 the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement
18 to meet such requirements.

19 **PLANS AND PROCEDURES**

20 9. CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement.
21 CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and
22 Procedures for recruitment, intake, assessment and referral, copies of which are available from
23 DIRECTOR. Said Policies and Procedures may be modified by DIRECTOR upon ten (10) days
24 written notice to CONTRACTOR.
25
26

1 **SATISFACTORY WORK**

2 **10.** Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR.
3 COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the
4 services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies in
5 performance will be corrected as they occur and are detected.

6 **REPORTS**

7 **11.** CONTRACTOR shall maintain records and submit such reports, data and information at such times
8 as DIRECTOR may require, and in the form DIRECTOR may require, regarding the performance of
9 CONTRACTOR's services, activities, costs or other data relating to this Agreement as may be
10 requested by DIRECTOR, upon a form approved by DIRECTOR. DIRECTOR may modify the
11 provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

12 **NO SUPPLANTATION**

13 **12.** CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of
14 this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim
15 reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion
16 of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it
17 shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution
18 or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal,
19 State or COUNTY program without prior written approval of DIRECTOR.

20 **INDEPENDENT CONTRACTOR**

21 **13.** CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be
22 wholly responsible for the manner in which it performs the services required of it by the terms of this
23 Agreement. Nothing herein contained shall be construed as creating the relationship of employer
24 and employee, or principal and agent, between COUNTY and CONTRACTOR or any of
25 CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for
26

1 the acts of its employees or agents as they relate to services to be provided during the course and
2 scope of their employment.

3 CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or
4 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY
5 employees.

6 **ASSIGNMENT**

7 **14.** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors,
8 executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be
9 assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign
10 any portion of this Agreement without the express written consent of COUNTY shall be invalid and
11 shall constitute a breach of this contract.

12 **SUBCONTRACTS**

13 **15.** CONTRACTOR shall not subcontract for services under this Agreement without the prior written
14 consent of DIRECTOR. If DIRECTOR consents in writing to a subcontract, in no event shall the
15 subcontract alters, in any way, any legal responsibility of CONTRACTOR to COUNTY. DIRECTOR
16 may refuse to pay obligations incurred under any subcontract that does not comply with the terms of
17 this Agreement. All subcontracts must be in writing and copies of same shall be provided to
18 DIRECTOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract
19 any provision DIRECTOR may require.

20 CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a
21 manner consistent with Federal, State and local guidelines. Description of the intended method of
22 procurement must be included as part of the budget which is included as Exhibit D of this
23 Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget
24 so it is clear how the funds will be allocated and spent by each subcontractor. By entering into this
25 Agreement CONTRACTOR agrees that it is the direct provider of services.

26 **CONTINGENCY OF FUNDS**

16. CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent

1 upon the availability of Federal and/or State funds, as applicable, for the reimbursement of
2 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
3 budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in
4 effect or operation. In the event that such funding is terminated or reduced, DIRECTOR may
5 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this
6 Agreement, without penalty. The decision of DIRECTOR shall be binding on CONTRACTOR.
7 DIRECTOR shall provide CONTRACTOR with written notification of such determination.
8 CONTRACTOR shall immediately comply with DIRECTOR's decision.

BUDGET SCHEDULE

9 17. CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in
10 accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D", and
11 which by this reference is incorporated herein and made a part hereof as if fully set forth.

MODIFICATION OF BUDGET SCHEDULE

12 18. The BUDGET SCHEDULE consists of the following budget categories: Salaries and Benefits,
13 Operations, Consultant/Subcontract, Employer Reimbursement (OJT), Miscellaneous Client
14 Fees/Supportive Services, Participant Wages, Equipment, Supplies, and Indirect. Upon written
15 approval of DIRECTOR, CONTRACTOR shall have the authority to transfer allocated program funds
16 from one category of the overall program budget to any other category of the overall program budget,
17 as long as the amount of the total grant is not increased and the basic goals and objectives of the
18 program are not altered. No such transfer may be made without the express prior written approval of
19 DIRECTOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget
20 category. Approval of the Budget Modification by DIRECTOR includes approval of the new Budget
21 Category.

PAYMENTS BY COUNTY

22 19. CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or
23 encumbered on or before December 31, 2008, and that any and all funds remaining as of December
24 31, 2008, which have not been disbursed or encumbered shall be returned by CONTRACTOR to
25 COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in
26

1 accordance with paragraph 44. No expense of CONTRACTOR will be reimbursed by COUNTY if
2 incurred after December 31, 2008. No CONTRACTOR expenses shall be paid if billing is received
3 by COUNTY after January 31, 2009.

4 Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in
5 accordance with the following payment schedule:

6 (a) Monthly Payments. Beginning January 20, 2008, upon receipt and approval by HCS/Community
7 Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual
8 expenditures, COUNTY shall make monthly reimbursement payments based on
9 CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed One
10 Million Seven Hundred Ninety Nine Thousand Nine Hundred Forty Dollars (\$1,799,940).

11 (b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be
12 made more frequently than monthly, but such payments shall always be in arrears and not in
13 advance of the provision of services by CONTRACTOR.

14 (c) Invoices. CONTRACTOR shall provide to HCS/CID monthly invoices by the 20th day following
15 the month being reported. CONTRACTOR's invoices shall show the most up to date costs
16 chargeable to the program(s) referenced in this Agreement. If CONTRACTOR's expenditures for
17 any program referenced in this Agreement fall below 20% of planned expenditures for any
18 cumulative period commencing from the beginning of the term of this Agreement, CONTRACTOR
19 may be subject to a reduction in funding. No payments will be authorized if any preceding
20 month's reports or invoices have not been received.

21 **FISCAL ACCOUNTABILITY**

22 **20. Fiscal Accountability**

23 (a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial
24 management system, based upon generally accepted accounting principles. CONTRACTOR's
25 system shall provide fiscal control and accounting procedures that will include the following:

- 26 (1) information pertaining to subgrant and contract awards, obligations, unobligated balances,
assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;

- (3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
- (4) Source documentation to support accounting records; and
- (5) Proper charging of costs and cost allocation.

(b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

- (1) the Act;
- (2) 20 C.F.R. Part 667; and
- (3) State implementing legislation.

PROGRAM INCOME

21. COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the services provided by CONTRACTOR pursuant to this Agreement.

PELL GRANTS/HEA TITLE IV

22. If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with DIRECTOR in coordinating these grants and awards with WIA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform DIRECTOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

ANNUAL AUDIT

23. CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance

1 with the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each
2 required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

3 **ACCESS AND RECORDS**

4 **24. Access and Records**

5 (a) Access. COUNTY, the State of California and the United States Government and/or their
6 representatives, shall have access, for purposes of monitoring, auditing, and examining, to
7 CONTRACTOR's activities, books, documents and papers (including computer records and
8 emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees,
9 bookkeepers, accountants, employees and participants related to this Agreement. Such
10 agencies or representatives shall have the right to make excerpts, transcripts and photocopies of
11 such records and to schedule on-site monitoring at their discretion. Monitoring activities also may
12 include, but are not limited to, questioning employees and participants and entering any premises
13 or onto any site in which any of the services or activities funded hereunder are conducted or in
14 which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its
15 books, documents, papers, financial records, etc., within three (3) days after receipt of written
16 demand by DIRECTOR which shall be deemed received upon date of sending. In the event
17 CONTRACTOR does not make the above-referenced documents available within the County of
18 Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses
19 incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said
20 records and books of account are maintained.

21 (b) Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR
22 and all documents related to this Agreement shall be kept available at CONTRACTOR's office or
23 place of business for the duration of this Agreement and thereafter for four (4) years after
24 completion of an audit. Records which relate to (1) complaints, claims, administrative
25 proceedings or litigation arising out of the performance of this Agreement, or (2) costs and
26 expenses of this Agreement to which COUNTY or any other governmental agency takes
exception, shall be retained beyond the four (4) years until final resolution or disposition of such
appeals, litigation, claims, or exceptions.

1 (c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or
2 Federal government or any agency thereof resulting from any disallowance or other audit
3 exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform
4 under this Agreement.

5 **FRAUD**

6 **25.** CONTRACTOR shall immediately report all suspected or known instances and facts concerning
7 possible fraud, abuse or criminal activity under this Agreement.

8 **MODIFICATIONS/CHANGE ORDERS**

9 **26.** Modifications/Change Orders

10 (a) DIRECTOR may at any time, by written order to CONTRACTOR, make changes within the general
11 scope of this Agreement, in the definition of services and tasks to be performed, the manner in
12 which services are performed, the time and place of performance thereof and additional related
13 provisions. Such change orders may be made when necessitated by changes in the Orange
14 County One-Stop System operations or performance, the operations or performance of
15 CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal
16 mandates or directives. CONTRACTOR may submit a program or budget modification request in
17 response to change orders which significantly alter CONTRACTOR's Statement of Work.
18 Without further Board action, DIRECTOR may execute amendments to this
19 Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or
20 decrease by more than 10% the price of said services under this Agreement when originally
21 executed. Modifications in excess of 10% of the original Agreement price, and modifications that
22 materially alter either of the parties' obligations hereunder must be approved by the COUNTY's
23 Board of Supervisors.

24 CONTRACTOR and DIRECTOR shall make a good faith effort to reach an agreement with
25 respect to change orders, which affect the price of services under the Agreement.
26 CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result
of a change order shall be a dispute for which an appeal may be made pursuant to Section 43 of
this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not

1 be increased except by written modification of this Agreement indicating the new services and price
2 of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be
3 obligated to assume increased performance under the change order beyond the limitation of funds
4 established within this Agreement.

5 (b) CONTRACTOR may request changes in the scope of performance or services under this
6 Agreement, by submitting a written request to DIRECTOR describing the request and its impact
7 on CONTRACTOR's Proposal, Statement of Work and Budget Schedule. DIRECTOR will review
8 the request and respond in writing within ten (10) business days. Requests shall be reviewed in
9 light of all HCS/CID program activities. DIRECTOR's decision whether to approve the request or
10 request Board of Supervisors' approval shall be final. DIRECTOR may approve a request that
11 meets all of the following criteria:

- 12 (i) The request does not increase or decrease the total amount of the funds allocated for
13 the individual programs affected by 10% from the amount specified in Exhibit "D" of this
14 Agreement, when it was originally executed;
- 15 (ii) It does not materially change other terms of this Agreement, and
- 16 (iii) It is supported by adequate consideration to COUNTY.

17 Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does
18 not satisfy all of the criteria listed above.

19 **PARTICIPANTS**

20 **27. Participants**

- 21 (a) **Benefits.** CONTRACTOR shall provide wages and benefits to individuals who participate in the
22 activities and services funded by this Agreement ("participants") in accordance with the standards
23 and requirements of the Act, including Section 181 of the Act.
- 24 (b) **Labor Standards.** CONTRACTOR shall adhere to the Labor Standards described in the Act,
25 including Section 181 of the Act, and all other applicable codes and regulations.
- 26 (c) **Complaint Handling Procedures.** CONTRACTOR shall comply with the "Complaint Handling
Procedures" under the Act, a copy of which is available from the DIRECTOR. CONTRACTOR
shall advise participants of their right to file complaints under the Act and of the procedures for

1 resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling
2 complaints which is available from the DIRECTOR alleging a violation of the Act, regulations,
3 grants or other agreements under the Act, and any decision of the COUNTY, the State or the
4 Federal government relating to the complaint shall be binding on and shall be followed by
5 CONTRACTOR.

6 (d) Nondiscrimination and Compliance Provisions

7 (1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity
8 provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991;
9 Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of
10 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with
11 Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the
12 Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order
13 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable
14 requirements imposed by or pursuant to regulations or Executive Order implementing those
15 laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of
16 California and COUNTY have the right to seek judicial enforcement of this requirement.

17 (2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act
18 (California Government Code, Section 12900 et seq.) and the regulations promulgated
19 thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable
20 regulations of the Fair Employment and Housing Commission implementing Government
21 Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code
22 of Regulations are incorporated into this Agreement by reference and made a part hereof as
23 if set forth in full.

24 (3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny
25 the Agreement's benefits to any person on the basis of race, ancestry, national origin,
26 religion, color, ethnic group identification, sex, age, mental or physical disability (including
HIV and AIDS), medical condition (including cancer), marital status, denial of family care
leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow

1 harassment against any employee or applicant for employment because of race, ancestry,
2 national origin, religion, color, ethnic group identification, sex, age, mental or physical
3 disability (including HIV and AIDS), medical condition (including cancer), marital status,
4 denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the
5 evaluation and treatment of employees and applicants for employment are free from such
6 discrimination and harassment.

7 (4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section
8 of the Agreement in all subcontracts to perform work under this Agreement.

9 (5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement
10 to labor organizations with which CONTRACTOR has a collective bargaining or other
11 agreement.

12 (6) CONTRACTOR shall furnish any and all information requested by DIRECTOR and shall
13 permit DIRECTOR access, during business hours, to books, records and accounts in order
14 to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

15 **CONFIDENTIALITY**

16 **28. Confidentiality**

17 (a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable,
18 maintain the confidential nature of information provided to it concerning participants in
19 accordance with the requirements of Federal and State law. However, CONTRACTOR shall
20 submit to COUNTY, the State of California and/or the United States Government or their
21 representatives, all records requested for administrative purposes, including audit, examinations,
22 monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services
23 rendered hereunder.

24 (b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who
25 may provide services to CONTRACTOR under this Agreement to sign an agreement with
26 CONTRACTOR before commencing the provision of any such services, to maintain the
confidentiality of any and all materials and information with which they may come into contact, or
the identities or any identifying characteristics or information with respect to any and all

1 participants referred to CONTRACTOR by COUNTY, except as may be required to provide
2 services under this Agreement or to those specified in this Agreement as having the capacity to
3 audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide
4 reports and any other information required by COUNTY in the administration of this Agreement,
5 and as otherwise permitted by law.

6 (c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the
7 confidentiality requirements of this Agreement.

8 **EQUIPMENT**

9 **29.** All items purchased with funds provided under this Agreement or which are furnished to
10 CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000),
11 including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to
12 all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by
13 DIRECTOR. The use of such items of Equipment is limited to the performance of this Agreement.
14 Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of
15 Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of
16 DIRECTOR.

17 CONTRACTOR further agrees to the following:

- 18 (1) To maintain all items of Equipment in good working order and condition, except for normal
19 wear and tear.
- 20 (2) To label all items of Equipment, do periodic inventories as required by DIRECTOR and to
21 maintain an inventory list showing where and how the Equipment is being used, in
22 accordance with procedures developed by DIRECTOR. All such lists shall be submitted to
23 DIRECTOR within ten (10) days of the request therefore. Inventory lists must be maintained
24 for four (4) years after final disposition of property.
- 25 (3) To report in writing to DIRECTOR immediately after discovery, the loss or theft of any items
26 of Equipment. For stolen items, the local law enforcement agency must be contacted and a
copy of the police report submitted to DIRECTOR.

1 (4) To purchase a policy or policies of insurance covering loss or damage to any and all
2 Equipment purchased under this Agreement, in the amount of the full replacement value
3 thereof, providing protection against the classification of fire, extended coverage, vandalism,
4 malicious mischief and special extended perils (all risks) covering the parties' interests as
5 they appear.

6 The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing,
7 shall require the prior written approval of DIRECTOR, and shall fulfill the provisions of this
8 Agreement which are appropriate and directly related to CONTRACTOR's service or activity under
9 the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from
10 Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been
11 obtained from DIRECTOR.

11 **INDEMNIFICATION**

12 **30.** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold
13 COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected
14 and appointed officials, officers, employees, agents and those special districts and agencies which
15 COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless
16 from any claims, demands or liability of any kind or nature, including but not limited to personal injury
17 or property damage, arising from or related to the services, products or other performance provided
18 by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and
19 COUNTY by a court of competent jurisdiction because of the concurrent active negligence of
20 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be
21 apportioned as determined by the court. Neither party shall request a jury apportionment.

22 **INSURANCE**

23 **31. Insurance**

24 (a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase
25 all required insurance at CONTRACTOR's expense and to deposit with DIRECTOR Certificates
26 of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the

1 insurance provisions of this Agreement have been complied with and to keep such insurance
2 coverage and the certificates therefore on deposit with DIRECTOR during the entire term of this
3 Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR
4 pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as
5 set forth herein for CONTRACTOR.

6 (b) All insurance policies required by this Agreement shall declare any deductible or self-insured
7 retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall
8 specifically be approved by the County Executive Office (CEO)/Office of Risk Management.
9 CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any
10 self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of
11 Insurance. If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the
12 full term of this Agreement, the COUNTY may terminate this Agreement.

13 (c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the
14 insurance coverage required by this Agreement.

15 (d) The policy or policies of insurance required herein must be issued by an insurer licensed to do
16 business in the State of California (California Admitted Carrier). If the insurer is not licensed to do
17 business in the State of California, CEO/Office of Risk Management retains the right to approve
18 or reject the insurer after a review of the insurer's performance and financial ratings.

19 (e) The policy or policies of insurance required herein must be issued by an insurer with a minimum
20 rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size
21 Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-
22 Casualty/United States or by going on-line to "ambest.com."

23 (f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
24 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with	\$1,000,000 combined single limit
Broad Form Property Damage	per occurrence
Endorsement and Contractual Liability	\$2,000,000 Aggregate
Automobile Liability including all owned,	\$1,000,000 combined single limit

1	non-owned and hired vehicles	per occurrence
2	Workers' Compensation	Statutory
3	Employer's Liability	\$1,000,000 per occurrence
4	Sexual Misconduct Insurance	\$1,000,000 per occurrence

5 All liability insurance required by this Agreement shall be at least \$1,000,000 combined single
6 limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy
7 shall be \$2,000,000.

8 (g) The County of Orange, Orange County Workforce Investment Board, and State of California shall
9 be added as additional insureds on all insurance policies required by this Agreement with respect
10 to the services provided by CONTRACTOR under the terms of this Agreement (except Workers'
11 Compensation/Employers' Liability). An additional insured endorsement evidencing that the
12 County of Orange is an additional insured shall accompany the Certificate of Insurance.

13 (h) All insurance policies required by this Agreement shall be primary insurance, and any insurance
14 maintained by the County of Orange shall be excess and non-contributing with insurance
15 provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is
16 primary and non-contributing shall specifically accompany the Certificate of Insurance for the
17 Commercial General Liability and Sexual Misconduct Insurance.

18 (i) All insurance policies required by this Agreement shall give the County of Orange 30 days notice
19 in the event of cancellation. This shall be evidenced by an endorsement separate from the
20 Certificate of Insurance. In addition, the cancellation clause must include language as follows,
21 which edits the pre-printed ACORD certificate:

22 **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE**
23 **EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN**
24 **NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.**

- 1 (j) All insurance policies required by this Agreement shall waive all rights of subrogation against the
2 County of Orange and members of the Board of Supervisors, its elected and appointed officials,
3 officers, agents and employees when acting within the scope of their employment or appointment.
- 4 (k) The Commercial General Liability policy shall contain a severability of interests clause.
- 5 (l) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which
6 requires every employer to be insured against liability for Workers' Compensation or be self-
7 insured in accordance with provisions of that code. CONTRACTOR will comply with such
8 provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for
9 the period of this Agreement, statutory Workers' Compensation insurance and Employers'
10 Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 11 (m) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
12 days of notification by CEO/Risk Management or by DIRECTOR, award may be made to the next
13 qualified proponent.
- 14 (n) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance
15 of any of the above insurance types throughout the term of this Agreement. Any increase or
16 decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately
17 protect COUNTY.
- 18 (o) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
19 CONTRACTOR does not deposit copies of acceptable certificates of insurance and
20 endorsements with DIRECTOR incorporating such changes within thirty (30) days of receipt of
21 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
22 COUNTY shall be entitled to all legal remedies.
- 23 (p) The procuring of such required policy or policies of insurance shall not be construed to limit
24 CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of
25 this Agreement.
- 26 (q) The County of Orange Certificate of Insurance and the Special Endorsement for the County of
Orange can be utilized to verify compliance with the above-mentioned insurance requirements in
place of commercial insurance certificates and endorsements.

1 **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

2 **32.** CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free,
3 nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all
4 materials, data, films, tapes, etc., developed under this Agreement including those covered by
5 copyright. The COUNTY, Federal, and State governments reserve the right to authorize others to
6 use or reproduce such materials. Further, the COUNTY, Federal, and State governments shall have
7 access to any report, preliminary findings or data assembled by CONTRACTOR under this
8 Agreement and shall retain ownership and patent rights to any discovery or invention under this
9 Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

9 **INTELLECTUAL PROPERTY**

10 **33.** Intellectual property

11 (a) Federal Funding. In any Agreement funded in whole or in part by the federal government,
12 COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which
13 result directly or indirectly from the Agreement, except as provided in 37 Code of Federal
14 Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State
15 governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to
16 use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for
17 governmental purposes and to have and permit others to do so.

18 (b) Ownership.

19 (1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY
20 shall be and remain, without additional compensation, the sole owner of any and all
21 rights, title and interest in all intellectual property, from the moment of creation, whether
22 or not jointly conceived, that are made, conceived, derived from, or reduced to practice
23 by CONTRACTOR or COUNTY and which result directly or indirectly from this
24 Agreement.

25 (2) For the purposes of this Agreement, Intellectual Property means recognized protectable
26 rights and interest such as: patents, (whether or not issued) copyrights, trademarks,

1 service marks, applications for any of the foregoing, inventions, trade secrets, trade
2 dress, logos, insignia, color combinations, slogans, moral rights, right of publicity,
3 author's rights, contract and licensing rights, works, mask works, industrial design rights,
4 rights of priority, know how, design flows, methodologies, devices, business processes,
5 developments, innovations, good will, any data or information maintained, collected or
6 stored in the ordinary course of business by COUNTY, and all other legal rights
7 protecting intangible proprietary information as may exist now and/or hereafter come into
8 existence, and all renewals and extensions, regardless of whether those rights arise
under the laws of the United States, or any other state, country or jurisdiction.

9 (i) For the purposes of the definition of Intellectual Property, "works" means all literary
10 works, writings and printed matter including the medium by which they are recorded
11 or reproduced, photographs, art work, pictorial and graphic representations and
12 works of a similar nature, film, motion pictures, digital images, animation cells, and
13 other audiovisual works including positives and negatives thereof, sound recordings,
14 tapes, educational materials, interactive videos, computer software and any other
15 materials or products created, produced, conceptualized and fixed in a tangible
16 medium of expression. It includes preliminary and final products and any materials
and information developed for the purposes of producing those final products.

17 "Works" does not include articles submitted to peer review or reference journals
18 or independent research projects.

19 (3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of
20 its Intellectual Property in existence prior to the effective date of this Agreement. In
21 addition, under this Agreement, CONTRACTOR may access and utilize certain of
22 COUNTY's Intellectual Property in existence prior to the effective date of this Agreement.
23 Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's
24 Intellectual Property now existing or hereafter existing for any purposes without the prior
25 written permission of COUNTY. Except as otherwise set forth herein, neither the
26 CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its

1 Intellectual Property to the other Party. If, during the term of this Agreement,
2 CONTRACTOR accesses any third-party Intellectual Property that is licensed to
3 COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions
4 applicable to COUNTY in the third-party's license agreement.

5 (4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining
6 COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole
7 rights against third parties with respect to the intellectual Property. If the CONTRACTOR
8 enters into any agreements or subcontracts with other parties in order to perform this
9 Agreement, CONTRACTOR shall require the terms of the agreement(s) to include all
10 Intellectual Property provisions of paragraphs thirty-three (33) (a) through thirty-three (i).
11 Such terms must include, but are not limited to, the subcontractor assigning and agreeing
12 to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived,
13 derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY
14 and which result directly or indirectly from this Agreement or any subcontract.

15 (5) Pursuant to paragraph thirty-three (b) (4) of the Intellectual Property Provisions of this
16 Agreement, the requirement for the CONTRACTOR to include all Intellectual Property
17 Provisions of paragraph thirty three a) through thirty-three i) of the Intellectual Property
18 Provisions in all agreements and subcontracts it enters into with other parties does not
19 apply to agreements or subcontracts that are for customized and on-the-job training as
20 authorized under 20 CFR 663.700-730.

21 (6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable
22 respects, and execute all documents and, subject to reasonable availability, give
23 testimony and take all further acts reasonably necessary to acquire, transfer, maintain,
24 and enforce COUNTY's Intellectual Property rights and interests.

25 (c) Retained Rights/License Rights.

26 (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by
CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement,
CONTRACTOR shall retain title to all of its Intellectual Property to the extent such

1 Intellectual Property is in existence prior to the effective date of this Agreement.

2 CONTRACTOR hereby grants to COUNTY, without additional compensation, a
3 permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-
4 terminable license to use, reproduce, manufacture, sell, offer to sell, import, export,
5 modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's
6 Intellectual Property with the right to sublicense through multiple layers, for any purpose
7 whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this
8 Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual
9 Property as set forth herein.

10 (2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from
11 using any ideas, concepts, know-how, methodology or techniques related to its
12 performance under this Agreement, provided that CONTRACTOR's use does not infringe
13 the patent, copyright, trademark rights, license or other Intellectual Property rights of
14 COUNTY or third party, or result in a breach or default of any provisions of paragraphs
15 thirty three (a) through thirty-three (i) or result in a breach of any provisions of law relating
16 to confidentiality.

17 (d) Copyright.

18 (1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in
19 Ownership, paragraph thirty-three (b) (2) (i) of authorship made by or on behalf of
20 CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall
21 be deemed "works made for hire." CONTRACTOR further agrees that the work of each
22 person utilized by CONTRACTOR in connection with the performance of this Agreement
23 will be a "work made for hire," whether that person is an employee of CONTRACTOR or
24 that person has entered into an agreement with CONTRACTOR to perform the work.
25 CONTRACTOR shall enter into a written agreement with any such person that (i) all work
26 performed for CONTRACTOR shall be deemed a "work made for hire" under the
Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to

1 any work product made, conceived, derived from or reduced to practice by
2 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

3 (2) All materials, including, but not limited to, computer software, visual works or text,
4 reproduced or distributed pursuant to this Agreement that include Intellectual Property
5 made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY
6 and which result directly or indirectly from this Agreement may not be reproduced or
7 disseminated without prior written permission from COUNTY.

8 (e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this
9 Agreement, which did not result from research and development specifically included in the
10 Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as
11 described under paragraph thirty three (c) for devices or material incorporating, or made
12 through the use of such inventions. If such inventions result from research and development
13 work specifically included within the Agreement's scope of work, then CONTRACTOR agrees
14 to assign to COUNTY, without additional compensation, all its right, title and interest in and to
15 such inventions and to assist COUNTY in securing United States and foreign patents with
16 respect thereto.

17 (f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its
18 performance of this Agreement shall not be dependent upon or include any Intellectual
19 Property of CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written
20 approval; and (ii) granting to or obtaining for COUNTY's, without additional compensation, a
21 license, as described in paragraph thirty-three (c), for any of CONTRACTOR's or third-party's
22 Intellectual Property in existence prior to the effective date of this Agreement. If such a
23 license upon these terms is unattainable, and COUNTY determines that the Intellectual
24 Property should be included in or is required for CONTRACTOR's performance of this
25 Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

26 (g) Warranties.

(1) CONTRACTOR represents and warrants that:

- 1 (i) CONTRACTOR has secured and will secure all rights and licenses necessary for its
2 performance of this Agreement.
- 3 (ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either
4 Party of the rights granted in this Agreement, nor any use, reproduction,
5 manufacture, sale, offer to sell, import, export, modification, public and private
6 display/performance, distribution, and disposition of the Intellectual Property made,
7 conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and
8 which result directly or indirectly from this Agreement will infringe upon or violate any
9 Intellectual Property right, non-disclosure obligation, or other proprietary right or
10 interest of any third-party or entity now existing under the laws of, or hereafter
11 existing or issued by, any state, the United States, or any foreign country. There are
12 currently no actual or threatened claims by any such third party based on an alleged
13 violation of any such right by CONTRACTOR.
- 14 (iii) Neither CONTRACTOR's performance nor any part of its performance will violate the
15 right of privacy of, or constitute a libel or slander against any person or entity.
- 16 (iv) CONTRACTOR has secured and will secure all rights and licenses necessary for
17 Intellectual Property including, but not limited to, consents, waivers or releases from
18 all authors of music or performances used, and talent (radio, television and motion
19 picture talent), owners of any interest in and to real estate, sites locations, property
20 or props that may be used or shown.
- 21 (v) CONTRACTOR has not granted and shall not grant to any person or entity any right
22 that would or might derogate, encumber, or interfere with any of the rights granted to
23 COUNTY in this Agreement.
- 24 (vi) CONTRACTOR has appropriate systems and controls in place to ensure that state
25 funds will not be used in the performance of this Agreement for the acquisition,
26 operation or maintenance of computer software in violation of copyright laws.

1 (vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other
2 charges, liens or encumbrances of any kind or nature whatsoever that could affect in
3 any way CONTRACTOR's performance of this Agreement.

4 (2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY
5 RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT,
6 TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY
7 ISSUED.

8 (h) Intellectual Property Indemnity.

9 (1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees
10 and assignees, and its officers, directors, employees, agents, representatives,
11 successors, and users of its products, ("Indemnities") from and against all claims,
12 actions, damages, losses, liabilities (or actions or proceedings with respect to any
13 thereof), whether or not rightful, arising from any and all actions or claims by any third
14 party or expenses related thereto (including, but not limited to, all legal expenses, court
15 costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or
16 defending against, any such claim action, or proceeding, commenced or threatened) to
17 which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to
18 any pending or threatened litigation, which arise out of or are related to (i) the
19 incorrectness or breach of any of the representations, warranties, covenants or
20 agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual
21 Property infringement, or any other type of actual or alleged infringement claim, arising
22 out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import,
23 export, modification, public and private performance/display, license, and disposition of
24 the Intellectual Property made, conceived, derived from, or reduced to practice by
25 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.
26 This indemnity obligation shall apply irrespective of whether the infringement claim is
based on a patent, trademark or copyright registration that was issued after the effective

1 date of this Agreement. COUNTY reserves the right to participate in and/or control, at
2 CONTRACTOR's expense, any such infringement action brought against COUNTY.

3 (2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this
4 Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR
5 will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the
6 licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY.
7 COUNTY shall have the right to monitor and appear through its own counsel (at
8 CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the
9 claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed
10 intellectual Property or, replace or modify the licensed Intellectual Property, so that the
11 replaced or modified Intellectual Property becomes non-infringing provided that such
12 replacement or modification is functionally equivalent to the original licensed Intellectual
13 Property. If such remedies are not reasonably available, COUNTY may be entitled to a
14 refund of all monies paid under this Agreement, without restriction or limitation of any other
15 rights and remedies available at law or in equity.

16 (3) CONTRACTOR agrees that damages alone would be inadequate to compensate
17 COUNTY for breach of any term of these Intellectual Property provisions of paragraphs
18 thirty three (a) through thirty-three (i) by CONTRACTOR. CONTRACTOR acknowledges
19 COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY
20 shall be entitled to obtain equitable relief, including without limitation an injunction, from a
21 court of competent jurisdiction, without restriction or limitation of any other rights and
22 remedies available at law or in equity.

23 (i) Survival. The provisions set forth herein shall survive any termination or expiration of this
24 Agreement or any project schedule.
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26

1 **CORPORATE STATUS**

2 **34.** All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be
3 in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or
4 Internal Revenue Service. Any change in corporate status or suspension shall be reported by
5 CONTRACTOR immediately in writing to DIRECTOR.

6 **STANDARDS OF CONDUCT**

7 **35.** Standard of Conduct

8 (a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order
9 to maintain the integrity of this expenditure of public funds and to avoid favoritism and
10 questionable or improper conduct. This Agreement will be administered in an impartial manner,
11 free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and
12 employees, in administering this Agreement, will avoid situations which give rise to a suggestion
13 that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

14 (b) Employment of Former State Employees. CONTRACTOR will ensure that any of its employees
15 who were formerly employed by the State of California, in a position that could have enabled such
16 individuals to impact policy regarding or implementation of programs covered by this Agreement,
17 will not be assigned to any part or phase of the activities conducted pursuant to this Agreement
18 for a period of not less than two (2) years following the termination of such employment.

19 (c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any
20 executive or employee of CONTRACTOR will receive favorable treatment when considered for
21 enrollment in programs provided by, or employment with, CONTRACTOR.

22 (d) Conducting Business Involving Close Personal Friends and Associates. Executives and
23 employees of CONTRACTOR will be particularly aware of the varying degrees of influence that
24 can be exerted by personal friends and associates and, in administering this Agreement, will
25 exercise due diligence to avoid situations which give rise to an assertion that favorable treatment
26 is being granted to friends and associates.

(e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected
official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any

1 other consideration from a third person, for the performance of an act reimbursed in whole or part
2 by CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with
3 Agreement funds will be used solely for purposes allowed under this Agreement. No voting
4 member of the OCWIB will cast a vote on the provision of services by that member (or any
5 organization which that member represents) or vote on any matter which would provide direct
6 financial benefit to that member or any business or organization which the member directly
7 represents.

7 **SWEATFREE CODE OF CONDUCT**

8 **36.** All CONTRACTORs contracting for the procurement or laundering of apparel, garments or
9 corresponding accessories, or the procurement of equipment, materials, or supplies, other than
10 procurement related to a public works contract, declare under penalty of perjury that no apparel,
11 garments or corresponding accessories, equipment, or supplies furnished to the sweatshop labor,
12 forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or
13 exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of
14 perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department
15 of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

16 The CONTRACTOR agrees to cooperate fully in providing reasonable access to the
17 CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by
18 authorized officials of the State or COUNTY, the Department of Industrial Relations, or the
19 Department of Justice to determine the CONTRACTOR's compliance with the requirements under
20 Paragraph A of the Sweatfree Code of Conduct.

20 **DRUG FREE WORKPLACE**

21 **37.** CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached
22 hereto as Exhibit "E" and incorporated herein by this reference.

23 **DEBARMENT**

24 **38.** CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached
25 hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not
26

1 debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State
2 assistance programs in accordance with 29 C.F.R. Part 98.

3 **SECTARIAN ACTIVITIES**

4 **39.** CONTRACTOR certifies that this Agreement does not provide for the advancement or aid to
5 any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help
6 to support or sustain any school, college, university, hospital or other institution controlled by
7 any religious creed, church, or sectarian denomination. However, in accordance with
8 Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also
9 provide and promote equal treatment to all faith-based organizations in administering its
10 federally-funded activities.

11 **LITERATURE**

12 **40.** Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or
13 the general public of its programs under this Agreement shall state that its programs are supported
14 by the County of Orange and the Orange County Workforce Investment Board, and shall state that
15 the program is an "equal opportunity employer/program" and that "auxiliary aids and services are
16 available upon request to individuals with disabilities."

17 **LOBBYING**

18 **41.** Lobbying

19 (a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying,"
20 which is attached hereto as Exhibit "G" and incorporated herein by this reference.
21 CONTRACTOR shall complete and immediately forward to DIRECTOR the "Disclosure Form to
22 Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this
23 reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's
24 behalf, engaged or engages in lobbying any federal officer, employee, elected official or agency
25 with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this
26 Agreement.

 (b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or

1 indirectly, any political party, political candidate or political activity, except as permitted by law.

2 **BREACH - SANCTIONS**

3 **42.** If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or
4 any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR
5 reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly
6 remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof.
7 For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1)
8 immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or
9 remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding
10 amounts, as determined by DIRECTOR to be due COUNTY from CONTRACTOR, by offsetting or
11 debiting from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has
12 failed to repay same or a repayment schedule has not been made; and/or (3) terminate this
13 Agreement in accordance with Section 44 herein. DIRECTOR shall give CONTRACTOR written
14 notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of
15 mailing.

15 **DISPUTES**

16 **43.** Except as otherwise provided in this Agreement, any dispute concerning any question arising after
17 the commencement of this Agreement shall be decided by DIRECTOR. In such a case, DIRECTOR
18 shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR.
19 The decision of DIRECTOR shall be final and conclusive unless within thirty (30) calendar days from
20 the mailing or delivery of such copy, DIRECTOR receives from CONTRACTOR a written request to
21 appeal said decision to the COUNTY Board of Supervisors. Pending final decision of the appeal,
22 CONTRACTOR shall act in accordance with the written decision of DIRECTOR.

22 **TERMINATION**

23 **44. Termination**

24 (a) DIRECTOR may terminate this Agreement without penalty immediately with cause or after thirty
25 (30) days written notice without cause, unless otherwise specified. Notice shall be deemed
26 served on the date of mailing. Cause shall be defined as any breach of contract, any

1 misrepresentation or fraud on the part of the CONTRACTOR. Exercise by DIRECTOR of the
2 right to terminate this Agreement shall relieve COUNTY of all further obligation under this
3 Agreement.

4 (b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with DIRECTOR in the
5 orderly transfer of service responsibilities, active case records, pertinent documents and all
6 equipment or materials purchased with COUNTY funds.

7 **TOTAL AGREEMENT**

8 **45.** This Agreement, together with the attachments hereto, expresses the total understanding of the
9 parties. There are no oral understandings of the parties or terms and conditions other than as are
10 stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions
11 included in this Agreement.

12 **CHILD SUPPORT ENFORCEMENT**

13 **46.** In order to comply with child support enforcement requirements of the County of Orange,
14 CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only
15 providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30)
16 days of award of contract.

17 Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply
18 with all federal and state reporting requirements for child support enforcement or to comply with all
19 lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a
20 material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from
21 COUNTY shall constitute grounds for termination of this Agreement.

22 **EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

23 **47.** CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting
24 Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

25 **NOTICES**

26 **48.** All notices, reports and correspondence between the parties hereto respecting this
Agreement shall be in writing and deposited in the United States Mail, postage prepaid,

1 addressed as follows:

2 **COUNTY:** Housing and Community Services Department
3 Community Investment Division/OCWIB
4 1300 South Grand Avenue
5 Building "B"
6 Santa Ana, California 92705

7 and

8 **CONTRACTOR:** Orange County Conservation Corps
9 1853 N. Raymond Avenue
10 Anaheim, CA 92801
11 Attn: Max Carter

12 **GOVERNING LAW AND VENUE**

13 **49.** This Agreement has been negotiated and executed in the state of California and shall be governed
14 by and construed under the laws of the state of California. In the event of any legal action to enforce
15 or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction
16 located in Orange County, California, and the parties hereto agree to and do hereby submit to the
17 jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the
18 parties specifically agree to waive any and all rights to request that an action be transferred for trial to
19 another County.

20 **WAIVER**

21 **50.** No delay or omission by either party hereto to exercise any right or power accruing upon any
22 noncompliance or default by the other party with respect to any of the terms of this Agreement shall
23 impair any such right or power or be construed to be a waiver thereof. A waiver by either of the
24 parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall
25 not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition
26 or agreement herein contained.

PUBLICITY

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51. Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded through COUNTY, State and Federal government funds.

CALENDAR DAYS

52. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

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 stated below written.

"COUNTY OF ORANGE a political subdivision of the State of California"

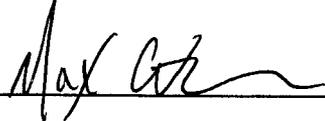
Dated: _____

By: _____

Chair, Orange County Board of Supervisors

"ORANGE COUNTY CONSERVATION CORPS**"

Dated: 11/27/07

By: 

Title: EXEC. DIR.

Dated: 11/27/07

By: 

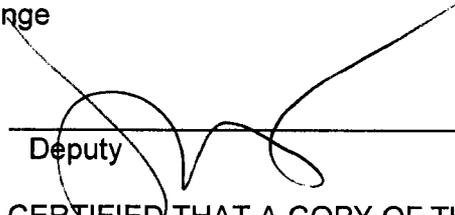
Title: Director of Finance

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

APPROVED AS TO FORM:

COUNTY COUNSEL
County of Orange

Dated: 11/27/2007

By: 

Deputy

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

Dated: _____

By: _____

Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

GENERAL PROGRAM REQUIREMENTS
National Emergency Grant (NEG) – Fire 2007

I. ELIGIBLE PARTICIPANTS

The primary purpose of this grant is to create temporary jobs to assist in the cleanup and restoration efforts as a result of the disaster created by the Southern California October 2007 fires. Priority to participate in the grant shall first be given to those workers who have been temporarily or permanently dislocated due to the wildfires. Other eligible dislocated workers and the long-term unemployed may also be served with these funds provided they meet the eligibility requirements as set forth at sections 101(9) and 173 (d)(2) and (3) of the Workforce Investment Act (WIA), and as further defined by the State's policies regarding participant eligibility for WIA, Title I assistance. Lastly, individuals who are long-term unemployed are also eligible.

Planned participants should be enrolled in the project within the first six (6) months of the project or an explanation provided as to why this is not feasible.

Definition of long-term unemployed-- The definition of Long Term Unemployed has been relaxed for this NEG project. The definition has been revised from unemployed for the last 15 weeks, to unemployed for 5 or more weeks out of the last 26 weeks. This definition is based on the next level of Labor Market Information statistics for statewide unemployment duration categories, and it allows for the increase in the pool of candidates for recruitment into temporary jobs.

*Self-certification --*Because of the circumstances surrounding the disaster, documentation of eligibility may be difficult to obtain. An individual's signed certification that they meet the eligibility criteria will be accepted. However, as soon as practical, States shall provide for regular eligibility verification, and shall take prompt action where an ineligible participant is identified.

Residency -- There is no eligibility or selection criteria based on workers' place of residence. While it is expected that affected workers and their jobs will generally be from those areas officially declared disaster areas by the Federal Government, individuals who worked at the disaster area and who were dislocated as a result of the disaster are eligible under this grant. The geographic areas designated by the State for cleanup must 1) have received a Public Assistance declaration from FEMA and 2) be listed in the fully documented project plan to be submitted to the Department.

II. ELIGIBLE ACTIVITIES

Use of the funding is limited to the creation of temporary jobs (as described above), appropriate supportive services, and the administrative and other allowable costs associated with the implementation of the temporary jobs creation program (staffing and

overhead costs related to work sites, Workers' Compensation, health benefits for participants, health and safety training).

Grant funds may not be used for other activities (such as needs-related payments, retraining, job search, etc.) prior to the submittal and approval of a fully documented project plan, or a subsequent modification.

The temporary jobs must be concentrated in those areas experiencing the most severe damage to public facilities and infrastructure. The jobs may be designed to assist in clean-up, repair and reconstruction of public and private non-profit property in order to enable the resumption of regular business activities and employment disrupted by the fires. The jobs may also provide needed temporary public services (augmenting the capacity of existing public employees wherever needed) and humanitarian assistance caused by the disaster event, consistent with ETA guidelines and limitations.

It is the goal of disaster projects after the clean-up activities are completed to return workers laid off as a result of the disaster to their prior employment, to the extent possible. However, as stated above, for workers who are permanently dislocated, the State may, through its submittal of the fully documented proposal or a subsequent modification, request to amend the grant to provide for employment-related transition assistance to return them to the unsubsidized workforce as soon as possible. At that time, the State will be informed that other program-related performance measures will be established.

III. SUPPORTIVE SERVICES

Such services are authorized to enable an individual to participate in the project. They may include: reimbursement or payment for such costs as child care, transportation to and from the job, meals while working, work-related physical examinations and medical treatment, etc. In addition, personal safety equipment and other work-related equipment are authorized including such items as work gloves, steel-toed boots, hard hats, uniforms, small tools, etc., required for the participant to be employed in the jobs related to the cleanup.

IV. EQUIPMENT

Generally, NEG funds will not be authorized for the purchase or lease of heavy equipment for disaster relief work. FEMA has extensive experience in obtaining and/or leasing heavy equipment in the aftermath of disasters, and provides such equipment for a limited period of time to permit clean-up, reconstruction and other allowable activities following a disaster. State and local governments may also lease or obtain heavy equipment for worksites where NEG Disaster Grant participants are employed.

V. PERFORMANCE OUTCOMES

The primary initial activity under this grant will be the placement of individuals in temporary jobs related to assisting the communities recover from the natural disaster events. Monitoring will be conducted by the State to ensure that the work sites and related activities are consistent with the provisions of applicable federal statute and regulations.

VI. ELIGIBLE WORKSITES

In general, worksites will be limited to public facilities and property. The purpose of the temporary jobs is to restore the public infrastructure and services so that regular business and employment activities can be resumed. The highest priority is for public facilities which have been most severely damaged.

There are two (2) circumstances where Disaster Relief work by NEG Project participants may be performed on private property impacted by the covered disaster--

- (1) Clean-up activities on private property may be performed by NEG Disaster participants if workers from units of general local government are also (a) authorized to conduct such work and (b) are performing such work.

- (2) As determined by the extenuating circumstances of the disaster for which Title I funds are being provided, repair and restoration activities are authorized on the private property of economically disadvantaged individuals, under the following specific conditions. In order to be authorized, all of the following conditions must be met:
 - a. Work can only be performed on the homes of economically disadvantaged individuals who are eligible for the federally-funded Weatherization program; and
 - b. Work may be performed on private land or homes of such individuals if the non-WIA employees of the employing unit or state or local government workers are authorized to do the same work and are in fact engaged in performing the work using non-WIA funds; and
 - c. Work on private land or buildings is performed to remove health and safety hazards to the larger community; and
 - d. The work is limited to returning a home to a safe and habitable level -- not to make home improvements; and
 - e. Priority is given for service to the elderly and individuals with disabilities; and
 - f. WIA funds cannot be used for the cost of materials to do repairs; and
 - g. Work must be disaster-related and not related to general home improvements authorized under the Federal Weatherization program; and
 - h. Work is coordinated with or supervised by the local agency responsible for the Federal Weatherization program.

VII. LIMITATIONS ON DURATION OF PARTICIPATION AND WAGES

- A. Duration - Temporary jobs created under this grant shall be in public or private non-profit agencies. Eligible dislocated workers temporarily dislocated due to the disaster and long-term unemployed individuals may not be employed in temporary jobs under this grant for more than six months, or 1,040 hours related to recovery from a single natural disaster.
- B. Maximum - The maximum wage paid to any one participant is \$12,000 (excluding fringe). CONTRACTOR shall have in place a tracking system which will alert service providers when each participant has met the maximum time or wage limit, whichever comes first.
- C. Rate of Pay - Participants must be paid the higher of the federal, state or local minimum wage, or the prevailing rates of pay for other individuals employed in similar occupations by the same employer.
- D. Overtime - Overtime B Participants may work overtime (subject to regulations of the Fair Labor Standards Act with respect to level of compensation), provided that this is part of the design of the project and regular employees of the employer in question are also working overtime, subject to the limit on level of compensation for workers under this project.
- E. Workers' Compensation - Where state workers' compensation law is applicable, workers' compensation benefits in accordance with such law shall be available to participants. Where a participant is not covered under a state workers' compensation law, the participant shall be provided with adequate on-site medical and accident insurance for work-related activities. For work-related activities, income maintenance coverage is not required for the participant. (WIA Sec. 181(b)(4))
- F. Health Benefits - All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. (WIA Sec. 181(b)(5)) If the employer has different policies for temporary employees than for full-time employees, these policies may apply to these participants since the jobs under this grant are classified as temporary.
- G. Retirement - No contributions to retirement funds shall be made on the behalf of project participants from grant funds.
- H. Health and Safety Standards - State and Federal standards, otherwise applicable to working conditions of employees, shall be applicable to working conditions of participants. Where a participant is engaged in activities not covered under the Occupational Safety and Health Act of 1970, as amended, the participant shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions that are unsanitary, hazardous, or dangerous to the participants. A participant employed or trained for inherently dangerous occupations,

e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. (WIA Sec. 181(b)(4))

VIII. USE OF WIA FORMULA FUNDS

Title I formula dislocated worker funds may be used to support the disaster project. However, under no circumstances may formula funds be used to fund the temporary jobs (public service employment) which are specifically prohibited under WIA except in limited programs, including NEG disaster projects. However, formula funds may be used to perform outreach, eligibility determinations and assessment, as well as supportive services for those who meet the WIA Title I eligibility requirements. Once service strategies and individual assessments have been completed, adult or dislocated worker formula funds may also be used to provide training and other re-employment assistance for those individuals who meet eligibility requirements under the formula program.

IX. MIS AND REPORTING REQUIREMENTS

A. WIA client forms and entries

1. CONTRACTOR shall complete and submit application and registration forms by seven (7) business days before the 20th of each month in order to make the State reporting deadlines. This may be modified contingent on State timeline changes.

2. CONTRACTOR shall document and certify general eligibility requirements as federally and locally mandated.

3. CONTRACTOR shall use activity code 34, Work/Entry Employment Experience, on the Enrollment Form (EWIE) to designate clients who are in temporary jobs to assist in the cleanup and restoration efforts as a result of the disaster.

Clients employed in temporary jobs under this grant can be paid up to \$12,000 in wages. In the EWIE, in "Total Amount of ITA," CONTRACTOR shall enter the maximum dollar amount expended on wages to be paid per participant with the "Date ITA Established" as the begin date of the public service employment. In the "ITA Amount Used" box, CONTRACTOR shall record the cumulative dollar ("00000.00") amount expended on wages on a month-to-month basis.

Activity Code 34 shall be entered every month, with the activity begin date as the first of the month and the estimated end date as the last day of the month. Each month, the cumulative total of wages paid must be entered using this method. For example, the first month of a client's participation in this project would be denoted as Activity Code 34 on the EWIE, begin date as January 1, and estimated end date as January 31. The ITA Amount Used on the EWIE would be the total amount of wages paid to the client in that timeframe. For the following month, the next line of the EWIE would again show Activity Code 34, begin date as February 1, and estimated end date as February 28. The ITA Amount Used would show the cumulative total of all wages paid January 1 through February 28. Wages would be reported in this manner for all subsequent months.

Exhibit A
Agreement #P3-NEG-08

2. Under this grant, clients are also eligible to receive benefits. These benefits are separate from the \$12,000 available to be paid as wages for restoration and cleanup efforts and need to be reported separately. Activity Code 40, Other Intensive Services, shall be used to denote monies paid as benefits. In "ITA Amount Used", CONTRACTOR shall record the cumulative dollar ("00000.00") amount expended on benefits on a month-to-month basis.

Activity Code 40 must be entered every month, with the activity begin date as the first of the month and the estimated end date as the last day of the month. Each month, the cumulative total of benefits paid must be entered using this method. For example, the first month of a client's participation in this project would be denoted as Activity Code 40 in box 09 on the EWIE, begin date January 1, and estimated end date as January 31. The ITA Amount Used on the EWIE would be the total amount of benefits paid to the client in that timeframe. For the following month, the next line of the EWIE would again show Activity Code 40, begin date as February 1, and estimated end date as February 28. The ITA Amount Used would show the cumulative total of all benefits paid January 1 through February 28. Benefits would be reported in this manner for all subsequent months.

The State understands that this is a non-standard method of using the client forms. However, the client forms were designed to be flexible, and using the client forms in the above stated manner will allow the State, the OCWIB and CONTRACTOR to collect required data elements.

Some clients may be co-enrolled in other WIA grants. CONTRACTOR must consult with OCWIB staff prior to co-enrolling any NEG-Storm client into any WIA formula funded program.

B. Reporting Requirements

CONTRACTOR must submit weekly reports every Thursday by 3 p.m. and continuing through the end of the temporary job component of grant activities, to include:

- Total participants enrolled to date;
- Total participants currently in temporary jobs during the reporting period;
- Significant changes in impact, not previously reported;
- Types of services being provided by participants in temporary jobs during the reporting period;
- Types of activities being performed during the reporting period;
- Any significant event that occurred during the reporting period; and
- Total expenditures to date; and
- The number of supervising/monitoring visits during the reporting period.

This report shall be made in writing and shall be e-mailed to the assigned Contract Administrator.

Exhibit A
Agreement #P3-NEG-08

Additional reports may be required by the State. A Project Close-Out Report shall be submitted within 30 days of the end of the project. This report shall be submitted using the standard reporting forms. A brief narrative outlining the highlights, problems encountered, and recommendations regarding the effectiveness of this type of approach and any changes to be considered should be included with this final report.

STATEMENT OF WORK – NEG FIRE
ORANGE COUNTY CONSERVATION CORPS

OVERVIEW

The recent fires of October 2007 damaged at least 28,445 acres in Orange County in the canyon areas of Silverado, Black Star, and Baker Canyons along with Joplin Ranch. At least eight (8) residential structures were damaged and 15 fifteen destroyed. Twelve (12) outbuildings were damaged and nine (9) destroyed. During the course of the event, Santa Ana winds were clocked at 45 mph with gusts in canyon areas up to 70 mph. Significant damage has occurred both from the fierce Santa Ana winds and the fire storm. Ongoing assessments are occurring and plans are being drafted on how to efficiently identify clean-up and restoration strategies. A Local Assistance Center has been set-up at the Workforce Investment Act (WIA) Orange County One-Stop in Irvine to meet the variety of needs of affected residents. People will continue to be served through the WIA One-Stop Center as needed.

The State of California/Employment Development Department (EDD) has awarded the Orange County Workforce Investment Board (OCWIB) a National Emergency Grant (NEG) in response to the Southern California wildfires for the creation of temporary jobs to assist in the local clean-up and restoration.

Several project sites have been identified for immediate attention. As ongoing damage assessments continue, additional sites and projects may be added and prioritized.

The Orange County Conservation Corps (OCCC) will be the employer of record for this NEG project. The OCCC will enroll and provide temporary work for up to 120 workers to provide to complete the identified projects. The OCCC will also provide equipment in support of the crews such as crew vans to transport crews to the work sites, a chipper/truck and track loader needed to remove debris, grade, compact, and re-route trails.

COORDINATION

To identify the public sites in need of immediate attention (abovementioned), Orange County Workforce Investment Board (OCWIB) staff has worked with the County's Research and Development Management Department (RDMD) as well as the following:

- › Director, Orange County Harbors, Beaches and Parks
- › Superintendent of Operations, Orange County Harbors, Beaches and Parks
- › Orange County - Southern District Parks Supervisor
- › Orange County - Historical Parks Supervisor
- › Facilities Operations.

County personnel have identified the above projects and defined a scope of work for each site. OCCC will coordinate the projects with County and OCWIB staff. OCCC will provide supervision, equipment, and crews to carry out the above projects under the

EXHIBIT B
Agreement #P3-NEG-08

direction of county personnel assigned to the various sites. The OCCC will be responsible for the recruitment, training, and supervision of the workers enrolled in the project.

SCOPE OF WORK

The OCCC will complete the following projects by December 31, 2008:

AREA	SCOPE OF WORK
ARDEN MODJESKA HISTORIC HOME AND GARDEN	REMOVE DEBRIS, RAKE, DIG, HOE, REMOVE SHRUBBERY AND TREES, REPAIR STONEMWORK, RE-LANDSCAPE, IMPLEMENT EROSION DETERRENCE MECHANISMS, RE-PLANT, REFURBISH AND RE-MARK TRAILS, REPAINT WALLS, TREAT AND REPAIR NATIONAL HISTORICAL LANDMARK HOUSE, ITS CONTENTS AND SURROUNDING STRUCTURES AND AREAS
LIMESTONE CANYON AND WHITING RANCH WILDERNESS PARK	REMOVE DEBRIS, RAKE, DIG, HOE, REMOVE SHRUBBERY AND TREES, REPAIRE/REFORM FOOTBRIDGES, REPLACE FENCING, IMPLEMENT EROSION DETERRENCE MECHANISMS, REPAIRE TRAILS, TRAIL SIGNS AND MARKERS, CREATE DISPLAY BOARDS, RESTRUCTUR KIOSKS, REPLANT, SECURE PARK, AND IMPLEMENT OTHER FIRE DAMAGE RESTORATION PROCESSES.
MODJESKA NATURE PRESERVE	REMOVING DEBRIS, RAKING, DIGGING, HOEING, REMOVING SHRUBBERY AND TREES, IMPLEMENTING EROSION DETERRENCE MECHANISMS, REPAIRING TRAILS, TRAIL SIGNS AND MARKERS, REPLANTING, SECURING THE PARK, AND IMPLEMENTING OTHER FIRE DAMAGE RESTORATION PROCESSES
SANTIAGO CANYON ROAD (FROM MILE POST 0.9 TO 8.2, STARTING AT EOC ACCESS BRIDGE ROAD)	REMOVE DEBRIS, ROCKS, BRUSH AND TREES, CLEAN OUT CULVERTS AND V-DITCHES, CLEAN DRAIN INLETS AND REMOVE SEDIMENT AND SILT, REPLAIR OR REPLACE K-RIALS AS NEEDED, INSTALL STRAW BAILS AS BARRIERS, INSTALL SAND BAGS AS BARRIERS, ERROSION CONTROL AND WATERSHED DIVERSION. REPAIR DAMAGED INLETS, GRADE QUALE TO DRAIN TO EXISTING DITCH, TRIM TREES WHERE NECESSARY, AND IMPLEMENT OTHER FIRE DAMAGE RESTORATION AND ERROSION CONTROL PROCESSES
SILVERADO CANYON ROAD (FROM MILE POST 0.3 TO 0.8, STARTING AT INTERSECTION OF SANTIAGO CANYON ROAD)	INSTALL STRAW BAILS AS BARRIERS, ERROSION CONTROL AND WATERSHED DIVERSION
LIVE OAK CANYON ROAD (AT MILE POST 0.4, STARTING AT INTERSECTION OF SANTIAGO CANYON ROAD)	INSTALL SILT FENSE AND GRAVEL BAGS
MODJESKE CANYON & MODJESKA GRADE ROADS	REMOVE DEBRIS, ROCKS, BRUSH AND TREES, CLEAN OUT CULVERTS AND V-DITCHES, CLEAN DRAIN INLETS AND REMOVE SEDIMENT AND SILT, REPLAIR OR REPLACE K-RIALS AS NEEDED, INSTALL STRAW BAILS AS BARRIERS, INSTALL SAND BAGS AS BARRIERS, ERROSION CONTROL AND WATERSHED DIVERSION. REPAIR DAMAGED INLETS, GRADE QUALE TO DRAIN TO EXISTING DITCH, INSTALL SILT FENSE AND GRAVEL BAGS, TRIM TREES WHERE NECESSARY, AND IMPLEMENT OTHER FIRE DAMAGE RESTORATION AND ERROSION CONTROL PROCESSES

As ongoing damage assessments continue, additional sites and projects may be added and prioritized.

NEG-FIRE PERFORMANCE MATRIX

Provider: Orange County Conservation Corps

TOTAL PLANNED PARTICIPANTS	1 st Qt 11/27/07- 3/31/08	2 nd Qt 4/1- 6/30/08	3 rd Qt 7/1- 9/30/08	4 th Qt 10/1- 12/31/08	TOTAL SERVED
Employed in Temporary Relief Assistance	30	30	30	30	120
Receiving Supportive Services *	30	30	30	30	120*
Exits	15	25	35	45	120

* Note: Some participants may receive supportive services in more than one quarter. Therefore, there may be overlap and the total tally in that row may be greater than the actual total 120 unduplicated participants.

NEG-FIRE

NEG-FIRE

Line Item Budget

PROVIDER:		Orange County Conservation Corps	
Expense Item		Program	
1	Staff		
	Salaries		\$269,926
	Fringe Benefits	% of Salaries: 36%	\$97,173
2	Staff Travel		\$3,972
	Amount for project-area travel:	\$3,972	
	Amount for non-project-area travel: ¹		
3	Communications		\$3,840
4	Facilities (incl. Rent, utilities, maintenance)		\$24,688
5	Office Supplies		\$3,623
6	Equipment		\$145,000
	Amount for Use/Depreciation Charges:		
	Amount for Purchases:		
	Amount for Leases:		
7	Participant Wages		\$998,400
	Fringe Benefits		\$169,728
8	Supportive Services		\$83,590
9	Indirect Costs		
10	Other ²		
TOTAL			\$1,799,940

NOTES

- ¹ Non-project area travel is not allowed for this grant.
- ² Provide list and explanation of costs included in this line-item.

Other:
TOTAL

NEG-FIRE
 Orange County Conservation Corps

NOTE #	EXPENSE ITEM	NOTE
1	Staff Salaries (FTEs) & Benefits	<i>Staff Salaries</i> <i>Exec. Dir. (0.05) \$4,835</i> <i>Dir. of Finance (0.10) \$8,125</i> <i>Dir. of CM Svcs. (0.10) \$5,633</i> <i>Recruiter (0.50) \$18,027</i> <i>Prog. Spec. (1.0) \$36,053</i> <i>Project Coord. (0.5) \$26,000</i> <i>Project Spec. (1.0) \$36,053</i> <i>Supervisor (4.0) \$135,200</i> <i>Subtotal (7.25 FTEs): \$269,926</i> <i>Total Benefits (36%, incl. taxes, wc & health) \$97,173</i>
2	Travel-Within Project Area	630 mi/mo @ \$0.485/mi x 13 mo = \$3,972
3	Communications	Phone service; Internet & Email; Mobile phones
4	Facilities Rent, Utilities, Maintenance	Occupancy, storage costs, janitorial services, city/county utilities
5	Office Supplies	Binders, Paper, & misc. supplies for participant tracking
6	Equipment-Purchase	NA
6	Equipment-Lease	<i>Chipper/Truck: 50d @\$300 = \$15,000 (to haul off debris)</i> <i>Track loader: 100d @ \$1,300 = \$130,000 (large bobcat used to grade terrain, haul dirt, etc.)</i>
7	Participant Wages	120 crew members X 1,040 hrs.ea.max X \$8.00/hr. min. wage = \$998,400
8	Supportive Services	<i>Transportation to/from worksites using OCCC vans and expenses of gas, oil, maintenance, etc. (about 20% of OCCC's total transportation budget): \$37,400. Uniforms:\$19,200. Safety equipment:\$6,840. Hand tools: \$8,150. Incentives: \$12,000. Grand total: \$83,590</i>
9	Indirect Costs	NA
10	Other Costs	NA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME Orange County Conservation Corps	FEDERAL ID NUMBER 33-0563781
BY (Authorized Signature) 	DATED EXECUTED 11.29.2007
PRINTED NAME AND TITLE OF PERSON SIGNING Max Carter, Executive Director	TELEPHONE NUMBER (Include Area Code) (714) 956-6222
TITLE Executive Director	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 1853 North Raymond Ave., Anaheim, CA 92801	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until 12/31/08 (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid or all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(1) The prospective primary participant (i.e. contractor or grantee) certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction: violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph (1) (b) of this certification and;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, State, or local) terminated for cause of default.

(e) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Orange County Conservation Corps

Name of Contractor/Grant Recipient

NEG Fires 2007 Project

Project Title/Name

Max Carter, Executive Director

Name and Title of Authorized Representative


Signature

11.29.2007

Date

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS
55 FR 6736

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Orange County Conservation Corps
Grantee/Contractor Organization

NEG Fires 2007
Program/Title

Max Carter, Executive Director
Name and Title of Authorized Signatory


Signature

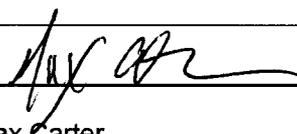
11.29.2007
Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

APPROVED BY OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change FOR Material Change Only: Year _____ Quarter _____ date of last report
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFD Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. The disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name <u>Max Carter</u> Title: <u>Executive Director</u> Telephone No.: <u>714.956.6222</u> Date: <u>11.29.2007</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL(Rev.7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

In order to comply with child support enforcement requirements of the County of Orange, within ten days of notification of selection for award of contract, but prior to official award of contract, the selected contractor agrees to furnish the required contractor data and certifications to the contract administrator, Purchasing Agent or the agency/department deputy purchasing agent.

Failure of the selected contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment may result in the contract being awarded to another contractor, or, in the event a contract has been issued, shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

In order to comply with the policy above, all contracts entered into by the County of Orange shall require the following contractor data and certification.

A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: N/A
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees and will continue to comply; and

D. "I certify that Orange County Conservation Corps is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of this contract. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.

	Max Carter
Signature	Name (Please Print)
Executive Director	11.29.2007
Title	Date
Orange County Conservation Corps	
Company Name	

COUNTY OF ORANGE
EDD REPORTING REQUIREMENT COMPLIANCE FORM

California Unemployment Insurance Code Section 1088.8 requires businesses and governments ("service recipients") to report information on service providers to the Employment Development Department (EDD). EDD will utilize the information to assist in locating parents delinquent in any Court ordered Child Support payments.

For the purposes of this requirement, "a service provider means an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service-recipient within or without the state." Section 1088.8(b)(2).

In order to comply with this requirement, Contractor's falling under the definition of a service provider, as defined above, must provide the information requested below and return the completed form to the Deputy Purchasing Agent's attention at:

COUNTY OF ORANGE
HCS/Community Investment Division
1300 South Grand, Building B
Santa Ana, CA 92705
Attn: Mercedes Julian

If you have any questions concerning completion of this form, you may contact the above named individual at (714) 567-7522.

NA: PUBLIC ENTITY

Contractor's First Name	
Last Name	
Street Address	
City	
State	
Zip Code	
Social Security Number	
Dollar Amount of the Contract <i>(To be filled in by DPA)</i>	
Date Contract Executed/Expires <i>(To be filled in by DPA)</i>	

Have other providers of the product or service been contacted? Please provide detailed information. Use additional sheets if necessary.

No other providers of this type of service were contacted. After a consultation with the State's Employment Development Department (funding source), it was confirmed that the nature of the short term funds do not allow for a time consuming procurement and that other local areas awarded similar funding are utilizing the most expedient methods available to ensure that services for the fire affected areas begin immediately.

How does recommended vendor's prices or fees compare to the general market? Use additional sheets if necessary.

It would be difficult to provide parallel price comparisons since other vendors are not equipped to deliver the same services. However, OCCC's planned budget for the project is aligned with State and local priority requirements to maximize funds for participant wages and supportive services.

If recommended vendor could not provide the product or service, how would the agency accomplish this particular task?

To date, there is no available resource to fill this gap as it would require additional staff and resources that are not currently available. The alternative for a massively time consuming full procurement process would result in loss of funding and lack of compliance with the State's mandate for immediate action and response. Again, expenditure of the funds is crucial to obtaining the full grant award. If funds are NOT expended in accordance with the State mandated timeline, the next increment of funding will be forfeited and the County will lose crucial funding to assist in the restoration from the devastation from the fires.



Authorized Department Signature

11/29/07

Date

DECENTRALIZED AGENCY AND CEO/PURCHASING USE ONLY

Deputy Buyer/CEO Buyer Comments:

Deputy Buyer Signature  _____ Date: 11/27/07

Deputy Purchasing Agent Concurrence:  _____ Date: 11/29/07

CEO Buyer Signature _____ Date: _____

CEO Purchasing Supervisor Concurrence: _____ Date: _____