



County of Orange

MEMO

S59c

DATE: November 15, 2007

TO: Darlene Bloom, Clerk of the Board

FROM: Thomas G. Mauk, County Executive Officer 

SUBJECT: Exception to the Rule 21

The County Executive Office is requesting a supplemental for the November 20, 2007 Board Hearing Meeting:

Board Meeting Date: November 20, 2007
Subject: Contract with Townsend Public Affairs, Inc.
Calendar: Supplemental
Districts: All

Reason for Supplemental: Approval of revised Agenda Staff Report.

Concur:



Chris Norby, Chairman
Board of Supervisors

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



07 000 46 AM 11:46
SUPPLEMENTAL
AGENDA STAFF REPORT

MEETING DATE: 11/20/07
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT CONTACT PERSON(S): Donna Grubaugh (714) 834-7218

SUBJECT: Contract with Townsend Public Affairs, Inc.

CEO CONCUR
Concur

COUNTY COUNSEL REVIEW
Approved Agreement to Form
nsc

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: No **Current Year Cost:** \$60,000 **Annual Cost:** \$120,000
Staffing Impact: No **# of Positions:** **Sole Source:** Yes
Current Fiscal Year Revenue: N/A
Funding Source: County General Fund

Prior Board Action: Minute Orders Dated: 09/25/07; 04/17/07.

RECOMMENDED ACTION(S)

1. Authorize the Purchasing Agent or designee to issue contract N1000009362 with Townsend Public Affairs, Inc., to provide assistance and expertise on Grant Proposals, effective 01/01/08 through 12/31/08, at a flat monthly rate of \$10,000, not to exceed \$120,000 per year.
2. Affirm termination of the current agreement between Townsend Public Affairs, Inc., and the Orange County Clerk-Recorder to secure grants related to the activities of the Orange County archives at the end of the first quarter of 2008.

SUMMARY:

The County Executive Office is requesting that the Board of Supervisors authorize the Purchasing Agent or designee to execute contract N1000009362 with Townsend Public Affairs, Inc., to provide assistance and expertise on County of Orange grant applications, effective January 1, 2008 through December 31, 2008, in an amount not to exceed \$120,000 per year.

BACKGROUND INFORMATION:

On April 17, 2007, the Board approved changes to the existing Grant Application policy. Receipt of grants under \$50,000 was delegated to the County Executive Officer. The Board-approved changes to the County grant approval process were also designed to consolidate and track County grant application approval and to encourage County departments and agencies to prioritize grant funding as a means by which to increase the County's revenues to provide services across a broad spectrum of programs.

Last November, California voters approved bonds that constituted the largest infusion of new capital into the State's infrastructure in 50 years--\$42.65 billion. The bonds focused on many programs carried out by the County of Orange, including transportation, parks and recreation, flood control, water quality, ocean and beach water quality management, and housing.

Given the growing importance of obtaining grants as a necessary supplement to regular County revenues and the significant increase in available revenues through the State's infrastructure bonds, on September 25, 2007, the Board of Supervisors considered and approved retaining of the firm Townsend Public Affairs to provide assistance and expertise to the County of Orange through the County Executive Office in facilitating the consideration of grant requests to State government and State agencies. This will allow the County's lead Sacramento advocates to focus on the range of issues playing out in the legislative session and with the Governor, while additional assistance could be secured to shepherd County grant requests through State agencies that will be considering grant awards.

The proposed agreement is for one year beginning January 1, 2008 and ending December 31, 2008, at an amount not to exceed \$120,000 per year.

Townsend Public Affairs has a demonstrated track record in securing grant funds in a broad range of areas and programs. The firm currently has a contract with the Orange County Clerk-Recorder to secure grants related to the activities of the Orange County archives, which will be terminated at the end of the first quarter of 2008. Christopher Townsend, the firm's President, has a deep knowledge of Orange County and the programs and activities for which the County of Orange would be seeking grant funding. This would be a sole source procurement based upon the unique expertise of Townsend Public Affairs in the niche of grant application processing and acquisition.

Therefore, the CEO respectfully requests that your Honorable Board authorize the Purchasing Agent to execute the proposed contract with Townsend Public Affairs, Inc. as recommended.

FINANCIAL IMPACT:

The contract is for a not-to-exceed amount of \$120,000 per year.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

CEO/Purchasing
County Counsel

ATTACHMENT(S):

Contract with Townsend Public Affairs, Inc.
Sole Source Justification

**CONTRACT NUMBER N100009362
FOR
GRANT PROPOSALS CONSULTANT SERVICES**

THIS Contract Number N100009362 to provide assistance and expertise on Grant Proposals , (hereinafter referred to as "Contract") is made and entered into on the date when approved by the Board of Supervisors or when fully executed by the parties, whichever is later, and is by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Townsend Public Affairs, Inc., a California corporation, with a place of business at 2699 White Road Suite 251, Irvine CA 92614 (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract with Contractor for the provision of assistance and expertise on Grant Proposals;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County Indemnittees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-Contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-Contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. Indemnification and Insurance

Indemnification Provisions: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

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

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and Contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

All liability insurance, except Professional Liability, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange thirty (30) days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the

Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

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

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

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

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

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

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.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend,

and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price shall include full compensation for providing all required services in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

Additional Terms and Conditions:

- 1. Scope of Work:** The Scope of Work for this Contract is attached hereto as Attachment A. Contractor must perform all work as set forth in the Contract, including Attachments. Contractor shall provide staffing as set forth in Attachment C, Staffing Plan.
- 2. Term of Contract:** The term of this Contract shall commence on January 1, 2008 through and including December 31, 2008 with an option to renew for one additional year upon mutual agreement of both Parties, subject to approval of the County's Board of Supervisors, as required. The County is not obligated to give a reason or notice if it elects not to renew.
- 3. Pricing:** The Contract price, as specified in Attachment B hereto, includes full compensation for providing all services to be provided under this Contract.
- 4. Invoicing/Payment:** All invoicing and payment for services performed under this Contract shall be as specified in Attachment B, hereto.
- 5. Adjustments Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without an amendment to the Contract provided pursuant to paragraph C.

6. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

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

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

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

7. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
8. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - c. Terminate the Contract immediately without penalty.
9. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment 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.
10. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in this contract as full remuneration for performing all services and furnishing all staffing and materials

required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

11. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract, and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
12. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
13. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the contract, the contract shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.
14. **Consulting Work – Follow on Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
15. **Contingency of Funding:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
16. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

17. **Contractor – Change in Ownership:** The Contractor agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the County.
18. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this contract.
19. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this contract.
20. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this contract.
21. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned buyer.
22. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:
 - a. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County's Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

23. **Data – Title to:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
24. **Default – Reprocurement Costs:** In case of default by Contractor, the County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing contract, Contractor will be responsible for paying the County the difference between the contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this contract and under law.
25. **Entire Contract:** This contract and all of its attachments comprise the entire contract between the Contractor and the County. Additional or new terms contained in this contract which vary from the Contractor's proposal are deemed accepted by the Contractor by execution of this contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this contract shall be considered valid unless specifically agreed to in writing by both parties.
26. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

27. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned buyer in writing when the expenditures against the contract reach 75 percent of the dollar limit on the contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the contract unless a change order to cover those costs has been issued.
28. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
29. **Limitations of Actions:** No action, regardless of form, arising out of this contract may be brought by either party more than two years after the cause of the action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment, except where either party, within two years after a cause of action has arisen, provides the other party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying party concerning such cause of action, then the notifying party may bring an action based on the matter so disclosed at anytime prior to the expiration of four years from the time the cause of action arose.
30. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.
31. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County:

CEO/Legislative Affairs
Project Manager, Donna Grubaugh
Hall of Administration
333 W. Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

cc:

CEO/Purchasing
Attn: Maria J. Sio
1300 S. Grand Ave., Bldg. A
Santa Ana, Ca 92705

Contractor:

Townsend Public Affairs, Inc.
Project Manager, Christopher Townsend
2699 White Road, Suite 251
Irvine, CA 92614

32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
33. **Precedence:** The contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
34. **Project Manager:** The County and the Contractor shall each appoint a Project Manager to act as liaison between each Party during the term of this Contract.

The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal of the Contractor's Project Manager within 14 calendar days after written notice by the County's Project Manager.

Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld. The Contractor's project manager and key personnel shall be assigned to this project for the duration of this contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

35. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
36. **Reports/Meetings:** In addition to the requirements set forth in the Scope of Work, Attachment A, upon County's request, the Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall

provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

37. **Subcontracting:** No performance of this contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this contract without the express written consent of the County shall be invalid and shall constitute a breach of this contract.

In the event that the Contractor is authorized by the County to subcontract, this contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any subcontractor. All matters related to this contract shall be handled by the Contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this contract. All work must meet the approval of the County of Orange.

38. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

39. **Termination - Default:** If Contractor is in default of any of its obligations under this contract and has not commenced cure within ten days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this contract. Upon termination of the contract with Contractor, the County may begin negotiations with a third-party Contractor to provide goods and/or services as specified in this contract.

The right of either party to terminate this contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

40. **Termination - Orderly:** After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the contract. Upon termination or other expiration of this contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the contract. In addition, each party will assist the other party in orderly termination of this contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
41. **Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.

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

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Townsend Public Affairs, Inc.,*
a California corporation

By: Christopher Townsend President
Print Name Title

[Signature] 10/29/07
Signature Date

By: Christopher Townsend Secretary
Print Name Title

[Signature] 10/29/07
Signature Date

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Print Name Title

Signature Date

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

Ann Fletcher Supervising Deputy County Counsel
Print Name Title
Ann Fletcher 11/6/07
Signature Date

Attachment A
SCOPE OF WORK
Grant Proposals Consultant Services

I. Introduction

The County of Orange is located in the heart of Southern California between Los Angeles and San Diego Counties. It spans 798 square miles and includes 42 miles of coastline. There are 34 cities in the County that offer wide ranging diversity. Of the 58 counties in California, Orange County ranks third in population with over three million people. In 2000, Orange County ranked third out of the top five best regions for entrepreneurship in the West and among the top 20 best regions in the nation. The County's manufacturing economy as well as its tourism and retailing components remain very strong contributing to the County's gross annual product of \$171 billion.

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

II. Background

The County of Orange places a high premium on excellence and efficiency in public service. After successfully rebounding from its Chapter 9 bankruptcy filing in the mid-1990s, Orange County now has one of the highest bond ratings of California counties. Five elected Supervisors govern the County. The County's business is administered through a County Executive Officer whose office in turn reports to the Board of Supervisors. Selected agency and department heads report directly to the County Executive Officer. Each agency and department develops an annual business plan that guides the professional activities of the County for the ensuing year.

The following outlines the specific duties and responsibilities of the Contractor for grant proposals.

III. General Requirements

1. Contractor represents that it is a firm of persons, who are, by education, training and experience, competent to act effectively and efficiently to provide assistance and expertise on grant proposals and grant applications on behalf of the County of Orange;
2. Contractor represents that it has a broad understanding of County government principles and the major issues, projects, and financial elements relating to Orange County government;
3. Contractor shall provide professional services and dedicate staff to handle County of Orange grant proposals and grant applications.
4. Contractor shall present quarterly updates to the Board of Supervisors at a regularly scheduled Board of Supervisors meeting;
5. Contractor shall provide written monthly reports with each professional services invoice to the County detailing the nature and extent of the services or actions taken on behalf of the County;

6. Contractor shall maintain close contact with the County Executive Officer or designee, including the County Legislative Affairs Director in particular, to fully understand the County's needs, desires, interests and policies as they may pertain to grant/bond activity, and keep these officials aware of such activity;
7. Contractor shall advise the County on available state programs that provide grants or funds for county programs and projects so as to maximize available state resources. This shall include providing assistance in structuring, preparing, and presenting grant applications to state agencies and assisting in expediting the application process. Contractor should prepare strategies and assist in grant presentation to state agencies designed to achieve favorable outcomes;
8. Contractor shall provide assistance in reporting of lobbying activities to the Secretary of State on a quarterly basis.

IV. Scope of Consultant Services

Contractor shall:

1. Develop, coordinate, and implement a grant funding strategy for the County of Orange;
2. Contractor with the County Executive Officer or designee, including the County Legislative Affairs Director, and conduct two grant writing seminars for the County of Orange;
3. Monitor, review, and provide ongoing advice on availability of grants/bonds from the State, Foundations, Trusts, and other sources including, but not limited to: identifying new opportunities for funding, and presentation of strategies to enhance County program grand/bond funding;
4. Participate in weekly (or more frequently if necessary) conference calls with the County Executive Officer or designee.
5. During the term of the Contract,
 - a. Should any other client of Contractor seek a Contract from the County which is to be awarded by a vote of the Board of Supervisors, neither Contractor, nor any officer, partner or employee of the Contractor, may communicate with any member of the Board of Supervisors or County staff regarding that matter.
 - b. Contractor will not represent clients adverse to County as counsel of record in any litigation in which the County is named in the complaint or petition, without the prior informed written consent of the Board of Supervisors.
6. The County acknowledges that Contractor may now represent clients, and may in the future represent clients, in connection with their:
 - a. Seeking various land planning, development, and construction approvals and/or agreements from the County or other public agencies, such as, but not limited to, general plan amendments, zone changes, specific plans, site plan approvals, subdivision map approvals, easements, development agreements, and infrastructure agreements, along with any environmental review, and/or administrative actions which may arise from and/or be incidental or ancillary to such approvals;
 - b. Litigating matters in which the County is not a party, but which may be of interest to or affect the County; or

- c. Having other business before the Board or with the County, which is unrelated to the subject matter of Contractor's representation of Orange County.
7. If Contractor desires to represent a client in any matter of the type referred to under Section IV, Item 5 (b) in Attachment A, Scope of Work, Contractor shall notify the County Executive Officer and the County Project Manager in writing before undertaking that representation. The notice shall contain a statement of such potential representation and the reasons why the County should consent. The County Executive Officer shall forward the notice to the Board with a recommendation for the Board's action. If the Board declines to consent, Contractor shall decline such potential representation.

Attachment B
COST/COMPENSATION FOR
CONSULTANT SERVICES

1. **COMPENSATION:** This is a fixed price Contract between the County and the Contractor for Grant Proposals as provided in Attachment A, Scope of Work. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Paragraphs C and R of the General Terms and Conditions. In the event of termination of this Contract prior to the end of any month, the final payment or reimbursement shall be prorated to reflect the number of days the Contract is in force.

County shall pay a fixed sum of \$10,000 monthly for each annual term of the Contract. Total compensation for each annual term of the Contract shall not exceed \$120,000.

2. **CONTRACTOR'S EXPENSE:** Included in the monthly fee listed in Attachment B, Paragraph 1, are all expenses, including but not limited to office, office furnishings, computers, staff, mail, travel, and telephone. The County will not provide free parking for any service in the County Civic Center.

If Contractor hosts or stages conferences or seminars to which County officials or employees are invited, this shall not entitle Contractor to any additional compensation or reimbursement of costs beyond the compensation allowed by Paragraph 1, Attachment B. To the extent Contractor provides County officials or employees with free admission to a conference or seminar, or travel to and from such event, the parties will comply with the Political Reform Act, California Government Code sections 81000, et seq., the provisions of Title 2, Sections 18700, et seq. of the California Code of Regulations, and any other applicable law or regulation or County ordinance concerning the provision of services or gifts to public officers or employees.

3. **PAYMENT TERMS:** Invoices are to be submitted monthly in arrears to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department, subject to routine processing requirements.

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

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING INSTRUCTIONS:**

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

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department

4. County Contract number
5. Service date(s)
6. Service description
7. Contractor's Federal I. D. number
8. Total

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

Invoices and support documentation are to be forwarded to:

County of Orange
Attention: Donna Grubaugh, Project Manager
Hall of Administration
333 W. Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701
714-834-7218

Attachment C STAFFING PLAN

1. Primary Staff /Key Personnel to perform Contract duties

Name	Classification/Designation
Christopher Townsend	Principal
Sean Fitzgerald, Director Southern California	Project Manager
Jennifer Thompson, Deputy Director Sacramento	
Heather Dion, Senior Associate, Southern California	
Casey Elliott, Senior Legislative Associate, Sacramento	
Jason Quimby, Associate, Southern California	

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

Name	Classification
Isaac Kos Read, Director Northern California	Project Manager

Said primary and alternate staff shall be subject to the annual approval of the County Executive Officer or designee.

Substitution of or addition to Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager.

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. In addition to the rights set forth in Paragraph 34, Additional Terms and Conditions regarding Contractor's Project Manager removal, County expressly retains the right to have any of the Contractor personnel prohibited from performing services to County under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from performing services to County under this Contract within 3 business days of notification by Project Manager. County shall notify the Contractor in writing of the specific personnel to be prohibited from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information if it elects to request any specific Contractor personnel to be prohibited from performing services under this Contract. Contractor's failure to comply with the County Project Manager's decision and remove the specified personnel shall be deemed a material breach of this Contract and County may immediately terminate the Contract without penalty.

ORANGE COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

September 25, 2007

Submitting Agency/Department: County Executive Office

Approve grant applications report as proposed and adopt resolution as recommended; select Townsend Public Affairs, Inc. for assistance and expertise on grant proposals (\$120,000 annually); and authorize negotiation of agreement for Board approval - All Districts

The following is action taken by the Board of Supervisors:

APPROVED AS RECOMMENDED OTHER

Unanimous (1) NGUYEN: Y (2) MOORLACH: Y (3) CAMPBELL: Y (4) NORBY: Y (5) BATES: Y

Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; B.O.=Board Order

Documents accompanying this matter:

- Resolution(s) 07-172
- Ordinances(s)
- Contract(s)

Item No. 39

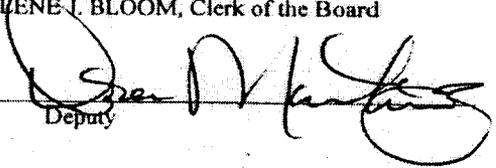
Special Notes:

Copies sent to:

CEO
CEO/Legislative
Kelly Channing
Ana Cassinelli
H&CSD - Andrew Munoz
HCA - Mary Hale
HCA - David Thiessen



I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Board of Supervisors, Orange County, State of California.
DARLENE J. BLOOM, Clerk of the Board

By: 
Deputy



AGENDA STAFF REPORT

ASR Control 07-002114

23F2

MEETING DATE: 09/25/07
 LEGAL ENTITY TAKING ACTION: Board of Supervisors
 BOARD OF SUPERVISORS DISTRICT(S): All Districts
 SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
 DEPARTMENT CONTACT PERSON(S): Kelly Channing (714) 834-3832
 Donna Grubaugh (714) 834-7218

07 SEP 19 PM 3:17
 COUNTY OF ORANGE
 BOARD OF SUPERVISORS

SUBJECT: Grant Application Report

CEO CONCUR Concur	COUNTY COUNSEL REVIEW N/A	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: Yes Current Year Cost: \$60,000 Annual Cost: \$120,000
 Staffing Impact: No # of Positions: Sole Source: Yes
 Current Fiscal Year Revenue: N/A
 Funding Source: County General Fund

Prior Board Action: April 17, 2007

RECOMMENDED ACTION(S)

1. Approve grant applications and adopt resolution as recommended.
- 2., Select Townsend Public Affairs, Inc. to provide assistance and expertise on County of Orange grant proposals. Authorize the County Executive Officer, or designee, to enter into contract negotiations with Townsend Public Affairs as a sole source vendor in an amount not to exceed \$120,000 annually, and return to the Board for final contract approval.

SUMMARY:

Approve the Grant Applications Report as directed by the Board on April 17, 2007.

The County Executive Office is also requesting that the Board of Supervisors select Townsend Public Affairs to provide assistance and expertise on County of Orange grant applications. The County Executive Office also requests that the Board of Supervisors directs the County Executive Officer, or designee, to enter into contract negotiations with Townsend Public Affairs as the sole source vendor for an amount not to exceed \$120,000 per year and return to the Board for final contract approval.

BACKGROUND INFORMATION:

On April 17, 2007 the Board approved changes to the existing Grant Application policy. Receipt of grants under \$50,000 was delegated to the County Executive Officer.

The Board-approved changes to the County grant approval process were also designed to consolidate and track County grant application approval and to encourage County departments and agencies to prioritize grant funding as a means by which to increase the County's revenues to provide services across a broad spectrum of programs.

Last November, California voters approved bonds that constituted the largest infusion of new capital into the State's infrastructure in 50 years--\$42.65 billion. The bonds focused on many programs carried out by the County of Orange, including transportation, parks and recreation, flood control, water quality, ocean and beach water quality management, and housing. Two weeks ago the Governor also called for a special session of the Legislature that may yield additional bond revenues for water quality and supply programs in the near future, as well as some form of health care reform that could include competitive grants for county healthy services.

Given the growing importance of obtaining grants as a necessary supplement to regular county revenues and the significant increase in available revenues through the State's infrastructure bonds, the Board should consider adding expertise to the County's Sacramento legislative team, particularly in the area of grants. This will allow the County's lead Sacramento advocates to focus on the range of issues playing out in the legislative session and with the Governor, while additional assistance could be secured to shepherd County grant requests through state agencies that will be considering grant awards.

Townsend Public Affairs has a demonstrated track record in securing grant funds in a broad range of areas and programs. The firm has worked with the Orange County Clerk-Recorder to secure grants related to the activities of the Orange County archives. Christopher Townsend, the firm's President, has a deep knowledge of Orange County and the programs and activities for which the County of Orange would be seeking grant funding. This would be a sole source procurement based upon the unique expertise of Townsend Public Affairs in the niche of grant application processing and acquisition. The selection of Townsend Public Affairs, coupled with the County's Sacramento legislative advocate, will provide the County with a comprehensive and robust approach for success.

Therefore, the Board of Supervisors should consider retaining Townsend Public Affairs during this period of significant state grant opportunities to provide assistance and expertise to the County of Orange through the County Executive Office in facilitating the consideration of grant requests to starter government and state agencies. The agreement would be for a one-year term beginning January 1, 2008 at an amount not to exceed \$120,000.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

EXHIBIT(S):

**Grant Application Report
Various Recurrent Grant Resolution**

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

September 25, 2007

WHEREAS, the Health Care Agency requests Board authorization to apply for grant funding for programs that have remained routine and ongoing over a period of years.

NOW, THEREFORE, BE IT RESOLVED that this Board hereby Rescinds Resolution No. 06-178,

BE IT FURTHER RESOLVED that the Health Care Agency is directed to submit annually a list of Routine Continuing Funding Applications for approval by the Board of Supervisors,

BE IT FURTHER RESOLVED that this Board hereby authorizes the Health Care Agency Director, or designee, to approve and submit continuing funding applications on behalf of the County of Orange for the following grants:

<u>CURRENT GRANTS:</u> STATE DEPARTMENT OF HEALTH SERVICES OR LOCAL FUNDING SOURCES	FY 2007-08 Budgeted <u>Grant Amount</u>
1. AIDS Drug Assistance Program	\$52,371
2. BEACH Act Grant	\$25,000
3. CDC Public Health Preparedness Funding Grant	\$4,240,446
4. Breast Cancer Early Detection Program	\$335,194
5. California Endowment Active Communities Grant	\$218,491
6. California Health Care for Indigents Program (CHIP)	\$655,635
7. California Nutrition Network, Local Incentive Award	\$887,227
8. California Nutrition Network, Regional Network Award	\$817,501
9. Childhood Lead Poisoning Prevention Program	\$588,935
10. Children's Medical Services Plan	\$14,872,819
11. Chlamydia Screening Project	\$50,000
12. Dental Disease Prevention	\$266,910
13. Emergency Medical Services Appropriations	\$723,117
14. Forensic Conditional Release Program	\$1,062,475
15. HIV-1 Viral Load Testing	\$350,000
16. Hospital Preparedness Program Grant	\$1,342,760
17. Local Enforcement Agency Grant, California Integrated Waste Management Board (CIWMB)	\$47,168
18. Local Oversight Program	\$1,072,470
19. Los Angeles Immunization Network Services Agreement	\$127,305
20. Master Grant Agreement for AIDS Related Services	\$3,053,961
21. Maternal and Child Health (MCH)/Adolescent Family Life	\$1,215,151

CURRENT GRANTS: (Continued)
STATE DEPARTMENT OF HEALTH SERVICES
OR LOCAL FUNDING SOURCES

FY 2007-08
Budgeted
Grant Amount

22. Maternal, Child and Adolescent Health (MCAH) Allocation	\$533,869
23. Ocean Recreational Water Protection Program	\$208,904
24. PATH - Project for Assistance in Transition from Homelessness	\$440,987
25. Pediatric Immunization Project	\$770,878
26. Preventive Health Care for the Aging	\$105,000
27. Refugee Health Assessment Program (RHAP)	\$315,112
28. Ryan White CARE Act, Title II	\$611,492
29. SAMHSA-Substance Abuse & Mental Health Services Administration, Target Capacity Expansion	\$2,521,930
30. State Homeland Security	\$697,368
31. STD Community Intervention Program (SCIP)	\$45,425
32. Syphilis Elimination Initiative	\$45,000
33. Tobacco Use Prevention Program	\$543,229
34. Tuberculosis Local Assistance	\$1,048,944
35. Used Oil Recycling Block Grant Funds	\$279,680
36. Vital Records	\$17,256
37. Women, Infants & Children Suppl. Nutrition Program	<u>\$6,680,000</u>
STATE TOTAL	\$46,870,010

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES

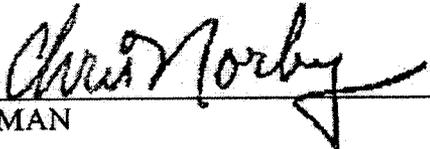
38. Ryan White CARE Act, Title I	\$4,827,437
39. Ryan White CARE Act, Title III	\$688,434
40. California Family Health Council for Family Health Services	<u>\$213,268</u>
FEDERAL TOTAL	\$5,729,139

MOUS BETWEEN OC CHILDREN AND FAMILIES COMMISSION AND HCA

41. Bridges for Newborns	\$630,000
42. Nurse-Family Partnership	\$324,000
43. Perinatal Substance Abuse Services Initiative	\$178,050
44. Project Connections, FRC	<u>\$915,000</u>
COMMISSION TOTAL	\$2,047,050
TOTAL	\$54,646,199

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on September 25, 2007, to wit:

AYES: Supervisors: BILL CAMPBELL, JOHN M. W. MOORLACH, JANET NGUYEN
PATRICIA BATES, CHRIS NORBY
NOES: Supervisor(s):
EXCUSED: Supervisor(s):
ABSTAINED: Supervisor(s):



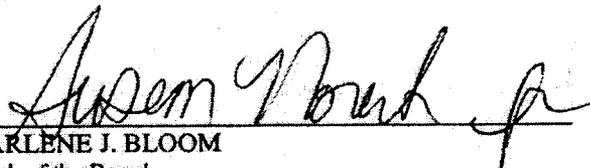
CHAIRMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, DARLENE J. BLOOM, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors .

IN WITNESS WHEREOF, I have hereto set my hand and seal.





DARLENE J. BLOOM
Clerk of the Board
County of Orange, State of California

Resolution No: 07-172
Agenda Date: 09/25/2007
Item No: 39



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors , Orange County, State of California

DARLENE J. BLOOM, Clerk of the Board of Supervisors

By: _____
Deputy