ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting*.

November 28, 2023

PRESENTATION (9:00 A.M.)

Supervisor Chaffee will be presenting a resolution congratulating Children and Families Commission, First 5 Orange County on their 25th Anniversary

DISCUSSION

21. Deleted

24. **County Executive Office** – Approve grant applications/awards submitted *by Public Defender, Health Care Agency, District Attorney, Sheriff-Coroner and OC Community Resources, and retroactive grant applications/awards submitted by Health Care Agency* in 11/28/23 grant report and other actions as recommended*; adopt resolution authorizing Public Defender or designee to submit and execute application and related documents with Office of the State Public Defender for Racial Justice for All; adopt resolution authorizing Chief of Mental Health and Recovery Services to execute application, standard agreement and related documents with California Department of Health Care Services through its contractor Advocates for Human Potential, Inc. for Behavioral Health Continuum Infrastructure Program to construct Be Well Irvine Campus ($10,165,670); adopt resolution authorizing District Attorney or designee to execute grant award agreements and amendments with California Governor's Office of Emergency Services for Pandemic Unemployment Assistance and Unemployment Insurance Anti-Fraud Grant program, 7/1/23 – 3/31/25 ($164,492); and making California Environmental Quality Act (CEQA) exemption findings pursuant to CEQA Guidelines Section 15061(b)(3) and other findings; adopt resolution authorizing Sheriff-Coroner or designee to execute, submit application and grant assurances to California Office of Emergency Services for FY 2023 Emergency Management Performance Grant ($750,854); adopt resolution authorizing Sheriff-Coroner or designee to execute application, grant assurances and related documents to California Office of Emergency Services FY 2023 Homeland Security Grant Program ($3,091,413) and approving related actions under certain conditions; adopt resolution approving standard agreement DC-2223-22, Amendment 1 with California Department of Aging for Digital Connections program, effective 2/1/23 – 9/30/24; and authorizing OCCR Director or designee to execute amendment and related documents* - All Districts

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

Item: 24

Supplemental Item(s)

S24A. **Supervisor Foley** - Orange County Waste Management Commission - Appoint Kelly Golden, Costa Mesa, for term concurrent with 5th District Supervisor's term of office

Document last updated: 11/27/2023 4:33 PM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting*.

S24B. **Supervisor Foley -** Assessment Appeals Board No. 4 – Appoint David Goldwasser, Costa Mesa, for term ending 9/1/24

S24C. **Chairman Wagner and Vice Chairman Do** – Establish Orange County Hall of Fame; approve Orange County Hall of Fame Inaugural List of 10 Inductees and Guidelines; approve addition of Orange County Hall of Fame Induction and Plaque Unveiling Ceremony event to Master Events Calendar; and make related findings per Government Code Section 26227

S24D. **Sheriff-Coroner** – Approve amendment 2 to contract MA-060-21010542 with Computer Deductions, Inc. for extended maintenance and support of the Dorado Mainframe hardware and software operating system, 12/1/23 – 11/30/24 ($641,961; cumulative total $3,654,140); renewable for one additional one-year term; approve assignment of payment to Unisys Corporation for maintenance and support services of Dorado Mainframe hardware and software; and authorize County Procurement Officer or Deputized designee to execute amendment and payment – All Districts

S24E. **Supervisor Chaffee -** Orange County Workforce Development Board - Appoint Andrew Fahmy, Brea, for term concurrent with 4th District Supervisor's term of office

S24F. **Supervisor Chaffee -** Orange County Workforce Development Board - Appoint George Boutros, Buena Park, for term concurrent with 4th District Supervisor's term of office

SCS2. **County Counsel -** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: John Doe (No. 0136) v. County of Orange, et al., Orange County Superior Court Case No. 30-2022-01286908

SCS3. **County Counsel -** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Tomasa Noriega v. Orange County Sheriff's Department, Orange County Superior Court Case No. 30-2022-01249901

SCS4. **County Counsel -** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: William Buck Johns and Elizabeth Colleen Johns, as co-trustees of the Johns Living Trust dated August 13, 2007, et al. v. County of Orange, Orange County Superior Court Case No. 30-2022-01281155

Document last updated: 11/27/2023 4:33 PM

Continuation or Deletion Request

Date: **November 27, 2023**

To: Clerk of the Board of Supervisors

From: **Frank Kim, County Executive Officer**

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.11.27 14:14:28 -08'00'

Re: ASR Control #: 23-000787, Meeting Date 11/28/23 Agenda Item No. # 21

Subject: **Approve 2024 Contract Policy Manual**

☐ Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

☒ Request deletion of Agenda Item No. # 21

Comments:

RECEIVED
2023 NOV 27 PM 4:30
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Agenda Item 24

AGENDA STAFF REPORT

ASR Control 23-000430

MEETING DATE:	11/28/23
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S):	Peter DeMarco (714) 834-5777 Julie Bechtol (714) 834-2009

SUBJECT: Grant Applications/Awards Report

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

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

Staffing Impact: No **# of Positions:** **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A **County Audit in last 3 years:** No
Levine Act Review Completed: N/A
Prior Board Action: N/A

RECOMMENDED ACTION(S):
Approve grant applications/awards as proposed and other actions as recommended.

1.	Approve Grant Application and Adopt Resolution – Public Defender – Racial Justice for All – $375,000
2.	Approve Retroactive Grant Agreement – Health Care Agency – Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States – Component A
3.	Approve Amendment and Adopt Resolution – Health Care Agency – Behavioral Health Continuum Infrastructure Program (BHCIP) Launch Ready Grants and Community Care Expansion Program
4.	Approve Retroactive Grant Award – Health Care Agency – Future of Public Health Funding Award – $13,351,733
5.	Approve Retroactive Grant Application and Award – Health Care Agency – Providing Access and Transforming Health (PATH) Capacity and Infrastructure Transition, Expansion and Development (CITED) Initiative – $277,410.60

6.	Approve Grant Award and Agreement – Health Care Agency – Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States – Component C and Supplemental Mpox Funding – $422,220
7.	Approve Grant Award and Adopt Resolution – District Attorney – Pandemic Unemployment and Unemployment Insurance Anti-Fraud Grant Program – $164,492
8.	Approve Grant Application – Sheriff Coroner – 2023/24 California Comprehensive School Security Training Program STOP School Violence – $142,334
9.	Approve Grant Application and Adopt Resolution – Sheriff Coroner – Emergency Management Performance Grant – $750,854
10.	Approve Grant Application and Adopt Resolution – Sheriff Coroner – 2023 Homeland Security Grant Program (HSGP) – $3,091,413
11.	Adopt Resolution – OC Community Resources – Digital Connections, Amendment One
12.	Receive and File Grants Report.

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Grants Report
Attachment B - Racial Justice For All Resolution
Attachment B - BHCIP Resolution
Attachment B - Pandemic Unemployment Resolution
Attachment B - Emergency Management Resolution

Attachment B - Homeland Security Resolution
Attachment B - Digital Connections Resolution

Grants Report

DRAFT

County Executive Office/Legislative Affairs

November 28, 2023
Item No: 24

County of Orange Report on Grant Applications/Awards

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

On November 28, 2023, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

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

ACTION ITEMS:

1. Approve Grant Application and Adopt Resolution – Public Defender – Racial Justice for All – $375,000

2. Approve Retroactive Grant Agreement – Health Care Agency – Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States – Component A

3. Approve Amendment and Adopt Resolution – Health Care Agency – Behavioral Health Continuum Infrastructure Program (BHCIP) Launch Ready Grants and Community Care Expansion Program

4. Approve Retroactive Grant Award – Health Care Agency – Future of Public Health Funding Award – $13,351,733

5. Approve Retroactive Grant Application and Award – Health Care Agency – Providing Access and Transforming Health (PATH) Capacity and Infrastructure Transition, Expansion and Development (CITED) Initiative – $277,410.60

6. Approve Grant Award and Agreement – Health Care Agency – Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States – Component C and Supplemental Mpox Funding – $422,220

7. Approve Grant Award and Adopt Resolution – District Attorney – Pandemic Unemployment and Unemployment Insurance Anti-Fraud Grant Program – $164,492

8. Approve Grant Application – Sheriff Coroner – 2023/24 California Comprehensive School Security Training Program STOP School Violence – $142,334

9. Approve Grant Application and Adopt Resolution – Sheriff Coroner – Emergency Management Performance Grant – $750,854

Attachment A

10. Approve Grant Application and Adopt Resolution – Sheriff Coroner – 2023 Homeland Security Grant Program (HSGP) – $3,091,413

11. Adopt Resolution – OC Community Resources – Digital Connections, Amendment One

12. Receive and File Grants Report.

If you or your staff have any questions or require additional information on any of the items in this report, please contact Julie Bechtol at 714-834-2009.

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	November 1, 2023
Requesting Agency/Department:	Public Defender
Grant Name and Project Title:	Racial Justice for All
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Board of State and Community Corrections
Application Amount Requested:	$375,000
Application Due Date:	November 30, 2023
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	**No**
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

In 2021, a new California law called the "Racial Justice Act" (RJA) went into effect. The law is codified at Penal Code 745(a) and states, "The state shall not seek or obtain a criminal conviction or seek, obtain, or impose a sentence on the basis of race, ethnicity, or national origin." Notably, the RJA does not apply to cases in which sentencing occurred prior to January 1, 2021.

By September 2022, this limitation was addressed. The RJA was amended in AB 256, known as the "Racial Justice for All Act." AB 256 permits individuals who were sentenced for criminal convictions or juvenile adjudications prior to January 1, 2021, to seek relief for violations of the RJA. The amendments are to be implemented in phases between January 1, 2023 and January 1, 2026, as codified in PC 745(j).

The 2023-2024 Budget Act (SB 102) allocated local assistance funds to the Office of the State Public Defender to aid in the implementation of the Racial Justice for All Act. Funds may be "used for attorney's fees and salaries, experts, investigators, paralegals, or other ancillary needs" for representation in non-capital cases under 1473(f). The total available money statewide is $1,950,000 and any one entity is limited to receiving no more than $375,000 over the 24-month period of the grant.

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Recommended Action/Special Instructions
(Please specify below)

Authorize the OC Public Defender, or designee, to submit the Racial Justice for All grant application and execute any documents required for the application.

Adopt resolution as approved by County Counsel to apply for funds from Office of the State Public Defender.

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

Martin Schwarz
Public Defender
martin.schwarz@ocpubdef.com
(657) 251-8879

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

Martin Schwarz
Public Defender

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
November 28, 2023

WHEREAS the County of Orange desires to participate in Racial Justice for All Implementation Grant Program funded through the State Budget Act of 2023-2024 (Senate Bill 102) and administered by the Office of the State Public Defender (hereafter referred to as the OSPD).

NOW, THEREFORE, BE IT RESOLVED that the County Executive Officer be authorized on behalf of the County of Orange to delegate authority to submit the grant proposal for this funding to the Orange County Public Defender and sign the Grant Agreement with the OSPD including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the County of Orange agrees to abide by the terms and conditions of the Grant Agreement as set forth by the OSPD.

Passed, approved, and adopted by the County of Orange in a meeting thereof held on ***(insert date)*** by the following:

Ayes:
Notes:
Absent:
Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

DEBRA BAETZ, MBA
INTERIM AGENCY DIRECTOR

MINDY WINTERSWYK, PT, DPT, PCS
ASSISTANT AGENCY DIRECTOR

REGINA CHINSIO-KWONG, DO
COUNTY HEALTH OFFICER/
CHIEF OF PUBLIC HEALTH SERVICES

PUBLIC HEALTH SERVICES

405 W. 5TH STREET, 7TH FLOOR
SANTA ANA, CA 92701
www.ochealthinfo.com

DATE: November 28, 2023

TO: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.11.16 15:01:01 -08'00'

FROM: Debra Baetz, MBA, Interim Agency Director
Mindy Winterswyk, PT, DPT, PCS, Assistant Agency Director
Regina Chinsio-Kwong, DO, Chief of Public Health Services

SUBJECT: Retroactive Request to Accept Award for Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States PS20-2010 – Component A – Grant Agreement 20-10748 Amendment

This memo is being submitted to request that the County Executive Officer place the subject grant award on the November 28, 2023, Board of Supervisors (Board) Meeting Agenda.

Federal Funding is distributed through the California Department of Public Health (CDPH) – Office of AIDS (OA), Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic (EHE) in the United States PS20-2010 – Component A. The CDPH – OA provides funding to the Orange County Health Care Agency (HCA) to build on on-going activities funded through PS18-1802: Integrated HIV Surveillance and Prevention Programs for Health Departments to strategically advance (i.e., initiate new or expand existing) HIV prevention efforts. The funding will be used to address the four pillars of the EHE Initiative, including: 1) Diagnose all people living with HIV as early as possible; 2) Treat people living with HIV rapidly and effectively to reach and sustain viral suppression; 3) Prevent new HIV transmissions by using proven interventions; and 4) Respond quickly to potential HIV outbreaks to get needed prevention and treatment services to people who need them.

On October 13, 2023, CDPH-OA notified the HCA of the letter to award funds. Due to the timing in receiving the notification, routing the notification for review by County Counsel and Risk Management, and the available Board date, HCA is respectfully requesting the approval to accept the award for Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States PS20-2010 – Component A – Grant Agreement 20-10748 on the November 28, 2023, Board Meeting, which exceeds the 30-day notification.

If you have any questions about the grant, please contract Dr. Regina Chinsio-Kwong, Chief of Public Health Services at (714) 834-3882.

Thank you for your consideration,

Debra Baetz
Interim Agency Director

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION /** ☐ **GRANT AWARD**

Today's Date:	November 15, 2023
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States PS20-2010 – Component A – Grant Agreement 20-10748 A1
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH), Office of AIDS (OA)
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	August 8, 2023 (Continuing Grant Matrix)
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	October 13, 2023
Is this an Authorized Retroactive Grant Application/Award? Yes (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Original Award $6,316,195 ($1,263,239 x 5 years)
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Formula
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The purpose of this grant funding is to implement comprehensive HIV programs, which complement existing programs, such as the Ryan White program, designed to support ending the HIV epidemic by leveraging data, tools and resources to reduce new HIV infections by 75% in 5 years.

Component A: Ending the HIV Epidemic (EHE) Initiative – Required Core Component – The funding is intended to build on the on-going activities funded through PS18-1802: Integrated HIV Surveillance and Prevention Programs for Health Departments to strategically advance (i.e., initiate new or expand existing) HIV prevention efforts. The funding will be used to address the four pillars of the EHE Initiative, including: 1) Diagnose all people living with HIV as early as possible; 2) Treat people living with HIV rapidly and effectively to reach and sustain viral suppression; 3) Prevent new HIV transmissions by using proven interventions; and 4) Respond quickly to potential HIV outbreaks to get needed prevention and treatment services to people who need them.

Orange County Health Care Agency was notified by California Department of Public Health (CDPH), Office of AIDS (OA) that the grant would end early and would require an amendment to the existing contract with the following changes:

- Terminate the final year of the funding for fiscal year (FY) 24/25
- Amend the term end date of the grant agreement from 7/31/25 to the new end date of 5/31/24

- Revise the grant funding amount for FY20/21 to $326,546, to $518,028 for FY21/22, to $1,588, 834 for FY22/23, and to $1,052,699 for FY23/24. The total funding received for this grant is now $3,486,107.

The Orange County Health Care Agency is working to identify other funding opportunities in response to the shortened grant term and reduced grant funding for continuation of impacted services.

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

Recommended Action/Special Instructions
(Please specify below)

The Health Care Agency (HCA) respectfully requests that the Board takes the following actions:

1. Accept the amended Grant Agreement Number 21-10748, A1 for the term August 1, 2021 through May 31, 2024, and delegate authority to the HCA Director, or designee, to execute the amended Agreement and necessary forms needed for the amendment.
2. Authorize the HCA Director, or designee, to execute such future amendments to this Agreement and any other necessary forms that do not change the award amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Dr. Regina Chinsio-Kwong Rchinsiokwong@ochca.com	
Name of the individual attending the Board Meeting: Debra Baetz Dbaetz@ochca.com	List the name of the individual who will be attending the Board Meeting for this Grant Item:

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION /** ☐ **GRANT AWARD**

Today's Date:	November 2, 2023
Requesting Agency/Department:	HCA/MHRS
Grant Name and Project Title:	Behavioral Health Continuum Infrastructure Program (BHCIP) Launch Ready Grant and Community Care Expansion Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Department of Health Care Services and California Department of Social Services
Application Amount Requested:	$10,000,000
Application Due Date:	March 31, 2022
Board Date when Board Approved this Application:	March 22, 2022
Awarded Funding Amount:	$10,000,000
Notification Date of Funding Award:	June 20, 2022
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	n/a
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☒ Amount_____ or ___10___ % No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	ARPA funds
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

Orange County is home to approximately 3.3 million residents. Currently, OC only has behavioral health and substance abuse in-patient capacity for 30 percent of the overall population. The current behavioral health and substance abuse disorder services system is fragmented and leaves families and individuals trying to navigate through a patchwork system. The County's best mental health resources have entered an unprecedented partnership between public, private, faith and academic entities coming together to form Be Well, with a core principle of the Be Well Campus being the provision of services to ALL; the services are payor-agnostic and accept patients with Medi-Cal, private insurance, and the uninsured.

The Behavioral Health Continuum Infrastructure Program (BHCIP) and the Community Care Expansion (CCE) Program are designed to work in tandem to construct, acquire and expand properties and invest in and address State Priorities, including: investing in behavioral health (bh) and community care options that advance racial equity, seek geographic equity of bh and community care options, address urgent gaps in the care continuum for people with bh conditions, including seniors, adults with disabilities and children and youth, increase options across the life span that serve as an alternative to incarceration,

hospitalization, homelessness and institutionalization and more.

On March 22, 2022, the Board of Supervisors (Board) authorized Health Care Agency to apply for Behavioral Health Continuum Infrastructure Program grant, and in June 2022, the Department of Health Care Services informed the Health Care Agency that HCA was awarded funding in the amount of $10 million. The $10 million in grant funds are being used to help construct the second Be Well Campus in Irvine. The property, adjacent to the Great Park, provides an opportunity to develop 22 acres for this campus.

The Irvine Be Well Campus will improve timely access to community-based mental health crisis services, through the development of net-new facilities, which will operate 24 hours a day, 7 days a week, 365 days a year. The Irvine Campus will have quick and easy access from multiple major freeways and will be located within a highly populated residential neighborhood. These grant funds are going towards the Be Well Irvine Campus crisis building to provide crisis stabilization beds/recliners for youth and adults and the second sobering station in OC. This second Be Well campus provides the ability to unify the fragmented support system under one roof.

The Be Well Irvine project for BHCIP Round 3 began construction in October 2023 The project aims to complete construction by early 2025, with a phased go-live date in Quarter 2 of 2025.

HCA is bringing this eForm back to the Board due to the amendment to the Program Funding Agreement (PFA) that now includes a legal description of the project and a request for a Board resolution. HCA received the Notice of Award in October 2022 and a draft PFA was received for review shortly after that. The initial PFA included language on Performance Deed of Trust (PDOT) and Deed or Restrictions (DoR) that HCA, like most Counties, did not feel comfortable signing. In collaboration with our CEO Real Estate Office, a letter was drafted informing the State of this concern and requested to submit a Legal Description of the project. This letter was submitted in April of 2023. Between April 2023 and October 2023, the State had not shared a solution with Counties on regarding the PDOT and DoR and added a requirement to all applicants. The requirement is to also submit a Board Resolution that allows the Authorized Representative of the Grant to execute the agreement. This was a long process between Counties and DHCS since initial PFAs were released, but we have found a solution. We worked with the State and CEO Real Estate to draft a legal description of the BHCIP Project, which was added as an Exhibit in the PFA and limits the States oversight to just the BHCIP Round 3 Project that will be constructed on the Be Well Irvine Campus.

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

Recommended Action/Special Instructions
(Please specify below)

1. Approve the Amendment to the Department of Health Care Services for the Behavioral Health Continuum Infrastructure Program grant in the amount of $10 million to construct the second Be Well Irvine Campus.

2. Authorize the Health Care Agency or designee to execute the Program Funding Agreement with the Department of Health Care Services for the Behavioral Health Continuum Infrastructure Program grant in the amount of $10 million to construct the second Be Well Irvine Campus

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

Veronica Kelley, Chief of Mental Health and Recovery Services
vkelley@ochca.com phone: 714-834-7024

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

Veronica Kelley, Chief of Mental Health and Recovery Services
vkelley@ochca.com phone: 714-834-7024

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA, ACTING THROUGH ITS DEPARTMENT OF MENTAL HEALTH AND RECOVERY SERVICES CONTINUUM INFRASTRUCTURE PROGRAM ("BHCIP")
November 28, 2023

WHEREAS,
the California Department of Health Care Services, through its contractor Advocates for Human Potential, Inc., ("**Department**") has issued a Request for Applications, dated January 31, 2022 ("**RFA**"), for the BHCIP Program ("**Program**"). The Department has issued the RFA for Program grant funds pursuant to Welfare and Institutions Code Sections 5960-5960.45. Program grant funds are derived primarily from the federal Coronavirus State and Local Fiscal Recover Funds, which was established by the American Rescue Plan Act of 2021, and in part from the State of California General Fund.

WHEREAS,
County of Orange, a political subdivision of the State of California, acting through its Department of Mental Health and Recovery Services ("Applicant"), desires to apply for Program grant funds by submitting an application for Program funds ("**Application**") to the Department for review and consideration.

WHEREAS,
the Department is authorized to administer BHCIP pursuant to Welfare and Institutions Code Section 5960-5960.45. Program funding allocations are subject to the terms and conditions of the RFA, the Application, Standard Agreement ("**Standard Agreement**"), and all other legal requirements of the Program.

NOW, THEREFORE, BE IT RESOLVED that

1. Applicant is hereby authorized and directed to submit an Application to the Department in response to the RFA, and to apply for Program grant funds in a total amount not to exceed **$10,165,670.00**.

2. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed **$10,165,670.00**, any and all other documents required or deemed necessary or appropriate to secure the Program funds from the Department and to participate in the Program, and all amendments thereto (collectively, the "**Program Documents**").

3. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

4. **Veronica Kelley, Chief, Mental Health and Recovery Services** (the

"**Authorized Signatory**"), is authorized to execute the Application and the Program Documents on behalf of Applicant for participation in the Program; and Applicant further agrees and authorizes the Authorized Signatory to execute the Declaration of Restrictions and Performance Deed of Trust to be recorded against the Project located at 7850, 7880, & 7900 Marine Way, Irvine, CA, 92618, as more particularly described in the Program Funding Agreement.

PASSED AND ADOPTED this _____ day of _____, 202_, by the following vote of the County's Board of Supervisors:

AYES: **[#_]** NAYES: **[# _]** ABSTAIN: **[# _]** ABSENT: **[#_]**

The undersigned, **[NAME, TITLE OF ATTESTOR]** of Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the County's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

[NOTICE AND INSTRUCTIONS APPEAR ON THE FOLLOWING PAGE]

DEBRA BAETZ, MBA
INTERIM AGENCY DIRECTOR

MINDY WINTERSWYK, PT, DPT, PCS
ASSISTANT AGENCY DIRECTOR

REGINA CHINSIO-KWONG, DO
COUNTY HEALTH OFFICER/
CHIEF OF PUBLIC HEALTH SERVICES

PUBLIC HEALTH SERVICES

405 W. 5TH STREET, 7TH FLOOR
SANTA ANA, CA 92701
www.ochealthinfo.com

DATE: November 14, 2023

TO: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.11.16 14:31:09 -08'00'

FROM: Debra Baetz, MBA, Interim Agency Director
Mindy Winterswyk, PT, DPT, PCS, Assistant Agency Director
Regina Chinsio-Kwong, DO, Chief of Public Health Services

SUBJECT: Retroactive Request to Accept Award for Future of Public Health Funding

This memo is being submitted to request that the County Executive Officer place the Future of Public Health Funding grant award on the November 28, 2023, Board of Supervisors (Board) Meeting Agenda.

State Funding is distributed annually through the California Department of Public Health (CDPH) to local health jurisdictions for public health workforce and infrastructure. The CDPH's objective is to transform public health in the state into a modernized public health system and transition to a resilient system rather than one dependent on intermittent short-term funding for various public health emergencies with the goal of protecting and improving the health of all Californians.

On October 19, 2023, CDPH notified the Health Care Agency (HCA) of the approval of the Spend and Work Plan. Due to the timing in receiving the notification and the available Board date, HCA is respectfully requesting the approval to accept the award for the Future of Public Health Funding on the November 28, 2023 Board Meeting, which exceeds the 30-day notification.

If you have any questions about the grant, please contact Dr. Regina Chinsio-Kwong, Chief of Public Health Services at (714) 834-3882.

Thank you for your consideration,

DocuSigned by:
Debra Baetz
1581C3FD8FB44AF...

Debra Baetz
Interim Agency Director

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION /** ☒ **GRANT AWARD**

Today's Date:	11/16/2023
Requesting Agency/Department:	Health Care Agency / Public Health
Grant Name and Project Title:	Future of Public Health Funding Award
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH)
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	Recurring Grant Matrix on August 28, 2023
Awarded Funding Amount:	$13,351,733
Notification Date of Funding Award:	10/19/2023
Is this an Authorized Retroactive Grant Application/Award? Yes (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY22/23 $13,351,733
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Formula Based Allocation
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The Budget Act of 2022 for budget year 2022-2023 [Health and Safety Code 101320, 101320.3, and 101320.5] provides $200,400,000 annually to local health jurisdictions for public health workforce and infrastructure, referred to in this letter as the Future of Public Health Funding. California Department of Public Health (CDPH)'s objective to transform public health in the state into a modernized public health system and transition to a resilient system rather than one dependent on intermittent short-term funding for various public health emergencies with the goal of protecting and improving the health of all Californians.

These funds are considered ongoing funds and part of the ongoing baseline state budget. Future of Public Health funds are state general dollars and therefore approval of the final amount is subject to the legislative budget negotiation process each year. As a condition of the funding, each local health jurisdiction shall, by Dec 30, 2023, and every three years thereafter, be required to submit a public health plan to CDPH pursuant to the requirements. Funding requirements provide that at least 70 percent of funds to support the hiring of permanent city or county staff, including benefits and training, with remaining funds, not to exceed 30 percent, may be used for equipment, supplies, and other administrative purposes such as facility space, furnishings, and travel.

On July 19, 2022, your Honorable Board authorized HCA to accept the allocation of $13,351,733 from the CDPH for the period of July 1, 2022, through June 30, 2023. Of this allocation, $7M had been invoiced to CDPH and $6.3M was carried over into FY2023-24.

On October 19, 2023, California Department of Public Health's (CDPH) approved HCA's plan to provide that at least 70 percent of funds to support the hiring of permanent county staff, including benefits and training, with remaining funds, not to exceed 30 percent, may be used for equipment, supplies, and other administrative purposes such as facility space, furnishings, and travel.

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

Recommended Action/Special Instructions
(Please specify below)

The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Health Care Agency to accept this grant award for the term of July 1, 2023 through June 30, 2024, in the amount of $13,351,733 along with all required documents and delegate authority to the HCA Director or designee to sign and execute all required forms and future amendments to the Agreement that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

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

Regina Chinsio-Kwong, DO, Chief of Public Health Services
Phone: 714-834-2729 Email: rchinsiokwong@ochca.com@ochca.com

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

Debra Baetz, Interim Agency Director

DEBRA BAETZ, MBA
INTERIM AGENCY DIRECTOR

MINDY WINTERSWYK, PT, DPT, PCS
ASSISTANT AGENCY DIRECTOR

405 W. 5th STREET, 7th FLOOR
SANTA ANA, CA 92701
www.ochealthinfo.com

OFFICE OF THE DIRECTOR

DATE: November 16, 2023

TO: Frank Kim
County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.11.20 13:06:29 -08'00'

FROM: Debra Baetz
Agency Director

SUBJECT: Retroactive Request to Apply for Providing Access and Transforming Health (PATH) Capacity and Infrastructure Transition, Expansion and Development (CITED) Initiative

This memo is being submitted to request that the County Executive Officer place the subject grant application on the November 28 Board of Supervisors Meeting Agenda. This is due to a multi-department effort with Social Services Agency, Orange County Sheriff Department, Probation and Correctional Health Services to draft an implementation plan that will be designed to increase capacity and capabilities in preparations for CalAIM initiatives. Specifically, PATH CITED is a collaboration with Social Services Agency (SSA) to create efficiencies in enrolling the CalAIM Populations of Focus (POF) into CalOptima Health in an expedited matter for them to be eligible to receive Enhanced Care Management (ECM) and Community Support Services. Due to the need for funding positions time was needed to identify existing positions. These grant funds will pay for the salaries and benefits for 2.6 Full Time SSA employees and for an IT Consultant to conduct an analysis of our current system which will allow HCA to identify the needs in order to better support the POF in CalAIM and provide accurate and timely ECM and Community Support Services to the residents of Orange County. This request is for $277,410.60.

HCA is simultaneously submitting an eForm to receive approval to accept the funding.

If you have any questions about the grant, please contact Veronica Kelley, Chief, Mental Health and Recovery Services at 714-834-7024.

Thank you for your consideration,

Debra Baetz, MBA
Interim Agency Director

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	November 28, 2023
Requesting Agency/Department:	Health Care Agency / Mental Health and Recovery Services
Grant Name and Project Title:	Providing Access and Transforming Health (PATH) - Capacity and Infrastructure Transition, Expansion and Development (CITED) Initiative
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Health Care Services
Application Amount Requested:	$386,115.90
Application Due Date:	May 31, 2023
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	$277,410.60
Notification Date of Funding Award:	October 30, 2023
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	No
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	n/a
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

On December 29, 2021, the Department of Health Care Services (DHCS) received federal approval to implement the Providing Access and Transforming Health (PATH) Initiative as part of the state's 1115 demonstration waiver. PATH is designed to increase capacity and capabilities up front by making funding opportunities available to "on the ground" partners, including providers, counties, former Whole Person Care (WPC) Lead Entities, community-based organizations, Tribes and others working to implement California Advancing and Innovating Medi-Cal (CalAIM) Enhanced Care Management (ECM) and Community Supports (CS) services.

One initiative under PATH is the Capacity and Infrastructure Transition, Expansion and Development (CITED) Initiative that provides funding to enable the transition, expansion and development of ECM and Community Supports capacity and infrastructure.

The purpose of these funds is to support entities in building capacity to provide high-quality, patient-centered ECM/Community Support to Medi-Cal members.

In May 2023, HCA submitted a proposal to DHCS in an amount of $386,115.90 for an IT Consultant and 2.6 Full Time Employees (FTE) at a budget for 18 months.

On October 30, 2023, The Health Care Agency, Mental Health and Recovery Services (HCA) received a Notice of Award from DHCS for PATH CITED for $277,410.60. This was a joint effort with Social Services Agency (SSA). With this funding SSA will fund 2.6 existing FTE, which includes one Eligibility Technician, one Data Entry Technician and Eligibility Supervisor (.6 FTE) for 12 months. HCA will be using the funding to hire a consultant to conduct a detailed analysis/assessment of our current system, which will allow HCA to identify ways to better support CalAIM's Populations of Focus and provide accurate and timely ECM and Community Support Services to the residents in Orange County.

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

Recommended Action/Special Instructions
(Please specify below)

1. Approve HCA to retroactively apply for the DHCS PATH CITED Grant and authorize the Health Care Agency or designee to accept and sign the Terms and Conditions for the DHCS PATH CITED Grant funding in the amount of $277,410.60.

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

Veronica Kelley, Chief of Mental Health and Recovery Services
vkelley@ochca.com phone: 714-834-7024

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

Veronica Kelley, Chief of Mental Health and Recovery Services
vkelley@ochca.com phone: 714-834-7024

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION /** ☒ **GRANT AWARD**

Today's Date:	October 30, 2023
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States PS20-2010 – Component C and Supplemental Mpox Funding
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH), Office of AIDS (OA)
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	August 22, 2023 (Continuing Grant Matrix)
Awarded Funding Amount:	7/1/23-5/31/24: $422,220: - Component C: $222,220 - Mpox Supplemental: $200,000
Notification Date of Funding Award:	October 30, 2023
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Allocation for the period for FY 21-22 was $240,000 and FY 22-23 was $240,000
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

17th St. Testing, Treatment and Care Clinic (HIV/STD Clinic) was notified by California Department of Public Health (CDPH), Office of AIDS (OA) the grant period would end early and would require an amendment to the existing contract with the following changes:

- Change the grant term end date from 7/31/25 to the new end date of 5/31/24.
- Remove the base funding amount of $240,000 for the period of 8/1/24 – 7/31/25
- Decrease the last year to 8/1/23 – 5/31/24 with a base award from $240,000 to $222,220.
- Add the Monkey Pox (Mpox) supplemental funding of $200,000 for the period of 7/1/23 – 5/31/24.

The purpose of this grant funding is to implement comprehensive HIV programs, which complement programs, such as the Ryan White program, designed to support ending the HIV epidemic in America by leveraging powerful data, tools and resources to reduce new HIV infections by 75% in 5 years.
Component C: Scaling Up HIV Prevention Services in STD Clinics – The funding will be used to increase the capacity of the HIV/STD Clinic to further integrate HIV and STD services. The HIV/STD Clinic will implement the following five strategies: 1) Conduct an assessment of the HIV/STD Clinic infrastructure to document HIV and STD prevention services, identify gaps, and assess service quality; 2) Implement evidence-based approaches to scale up capacity; 3) Expand capacity of the HIV/STD Clinic to offer HIV pre-exposure prophylaxis (PrEP); 4) Optimize linkage to, retention in, and re-engagement with HIV medical care; and 5) Facilitate the development of partnerships with community HIV clinical and prevention services providers.

Mpox Supplemental Funding - The supplemental mpox funding is a one-time award and will be used to integrate Mpox prevention services in the HIV/STD Clinic. The HIV/STD Clinic will implement the following five strategies: 1) Integrate Mpox vaccination, evaluation, testing, and treatment into routine services at the HIV/STD Clinic; 2) Ensure development and implementation of protocols to routinely assess eligibility and offer Mpox vaccination; 3) Ensure Mpox vaccine availability and administration in the HIV/STD clinic; 4) Increase vaccine uptake among the populations recommended to receive the vaccine with a focus on addressing inequities among racial and ethnic groups disproportionately affected by Mpox; 5) Support to address other syndemic conditions affecting the populations disproportionately affected by Mpox.

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

Recommended Action/Special Instructions
(Please specify below)

The Health Care Agency (HCA) respectfully requests that the Board takes the following actions:

1. Accept the amended Grant Agreement Number 21-10537, A1 with the base award of $222,220 and Monkey Pox Supplement award of $200,000, for the term August 1, 2021 through May 31, 2024.
2. Delegate authority to the HCA Director, or designee, to execute the amended Agreement and necessary forms needed for the amendment.
3. Authorize the HCA Director, or designee, to execute such future amendments to this Agreement and any other necessary forms that do not change the award amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Dr. Regina Chinsio-Kwong rchinsiokwong@ochca.com	
Name of the individual attending the Board Meeting: Debra Baetz Dbaetz@ochca.com	List the name of the individual who will be attending the Board Meeting for this Grant Item:

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION /** ☒ **GRANT AWARD**

Today's Date:	November 8, 2023
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Pandemic Unemployment and Unemployment Insurance Anti-Fraud Grant Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Governor's Office of Emergency Services (CalOES)
Application Amount Requested:	$124,256
Application Due Date:	July 28, 2023
Board Date when Board Approved this Application:	August 8, 2023
Awarded Funding Amount:	$164,492
Notification Date of Funding Award:	November 1, 2023
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Non-competitive allocation
County Match?	Yes ☐ Amount _or % of total project cost No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	
Will the grant/program create new part or full-time positions?	No new position is required.
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The purpose of the Pandemic Unemployment Assistance (PUA) and Unemployment Insurance (UI) Anti-Fraud Grant Program is to provide funding to district attorneys for the investigation and prosecution of PUA/UI fraud crimes, which spiked during the COVID-19 pandemic emergencies. District attorneys are encouraged to work with county and/or municipal law enforcement agencies on investigatory work related to PUA/UI fraud crimes, and then successfully prosecute these cases.

After submitting the initial grant application for the allocation of $124,256, the District Attorney's Office was notified that CalOES had additional funding for the grant program. CalOES increased the Orange County allocation to $164,492.

Grant funds will support a specialized team within the Major Fraud Unit consisting of a deputy district attorney, paralegal and senior forensic accountant to continue its work in identifying, investigating and prosecuting those who engage in fraudulent activities relating to PUA and UI fraud crimes.

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Recommended Action/Special Instructions
(Please specify below)

Cal OES requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Board Resolution.

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with CalOES accepting the grant award of $164,492 to implement the for fiscal years 2023-24 and 2024-25.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Pandemic Unemployment and Unemployment Insurance Anti-Fraud Grant Program.

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

Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org

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

Matthew Pettit

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

November 28, 2023

WHEREAS, the County of Orange desires to undertake its project designated "Pandemic Unemployment Assistance and Unemployment Insurance Anti-Fraud Grant Program" to be funded from funds made available through the California State Budget, administered by the California Governor's Office of Emergency Services (hereafter referred to as CalOES).

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

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CalOES for the Pandemic Unemployment Assistance and Unemployment Insurance Anti-Fraud Grant Program, effective from July 1, 2023 to March 31, 2025, in the amount not to exceed $164,492.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the County's performance of this Grant Award Agreement, including civil court actions for damages. The State of California and CalOES disclaim responsibility for any such liability.

6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	November 16, 2023
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	2023/24 California Comprehensive School Security (SI) Training Program – STOP School Violence
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Justice, Office of Justice Programs
Application Amount Requested:	$142,334
Application Due Date:	December 15, 2023
Board Date when Board Approved this Application:	Not Applicable
Awarded Funding Amount:	Not Applicable
Notification Date of Funding Award:	Not Applicable
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Not Applicable
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Invitation to Apply
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	Not Applicable
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The purpose of the California Comprehensive School Security (SI) Training Program is to assist California Regional Fusion Centers in delivering the STOP School Violence Grant Program. The STOP grant program is designed to reduce violent crimes in and around schools by providing students, school personnel, and related law enforcement entities the necessary training to help prevent violence on school campuses serving Kindergarten through 12th grades and improve school security and safety by having intervention teams to identify school violence risks.

The Orange County Intelligence Assessment Fusion Center will use the funding to provide regional training for Kindergarten through 12th-grade students, teachers, school resource officers, security staff, school administrators, and law enforcement entities on different threat assessment models. Such training includes Behavioral Threat Assessment, Comprehensive School Threat Assessment Guidelines, Basic Vulnerability Assessment, Advanced Threat Assessment, and Active Shooter Drills. This funding will also assist with the purchase of office supplies and cover the 5% Administrative fees. The goal is to provide students, teachers, school personnel, and related law

enforcement entities with the tools necessary to recognize, respond quickly to, and help prevent acts of violence on school campuses.

The grant performance period is from October 1, 2023, through September 30, 2024. The Sheriff-Coroner Department will serve as the County fiscal agent, and the Sheriff's grant management personnel will provide oversight of the award and submission of performance and financial reports.

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

Recommended Action/Special Instructions
(Please specify below)

Authorize the Sheriff-Coroner or designee to apply and sign all necessary application documents required for submitting the application to the California Governor's Office of Emergency Services (Cal OES) for the STOP School Violence Grant Program.

If funding is awarded, the Sheriff-Coroner will return to the Board for approval to accept the grant funding.

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

Alberto Martinez, Criminal Justice Senior Manager
AlbeMart@ociac.ca.gov
(714) 289-3978

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

Alberto Martinez, Criminal Justice Senior Manager
AlbeMart@ociac.ca.gov
(714) 289-3978

Rick Farfan, Business Services Administrator
RichFarf@ociac.ca.gov
(714) 289-3949

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	November 16, 2023
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	Emergency Management Performance Grant, CFDA 97.042
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Department of Homeland Security; California Office of Emergency Services
Application Amount Requested:	$750,854
Application Due Date:	December 30, 2023
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	
Notification Date of Funding Award:	
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	No
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	2015: $777,250 2016: $777,980 2017: $774,162 2018: $775,004 2019: $775,004 2020: $773,386 2020 Supplemental: $ 320,955 2021: $770,032 2021-ARPA: $84,054 2022: $937,117
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Offered by federal government to previous recipients
County Match?	Yes ☒ 100 % No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	Net County Cost Cash Match
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

On December 29, 2022, the President signed Public Law 117-328, authorizing the 2023 Emergency Management Performance Grant (EMPG) under the U.S. Department of Homeland Security (DHS).

In April 2023, the DHS issued guidance and budget allocations to the States. In California, the administering agency is the California Office of Emergency Services (CalOES), which issues guidance to eligible applicants (Operational Areas). In November 2023, CalOES issued a "*Fiscal Year 2023 Emergency Management Performance Grant (EMPG): California Supplement to the Federal Notice of Funding Opportunity*" with allocations for each Operational Area. The Orange County Sheriff's Department is responsible for administering and distributing the grant funds on behalf of the Orange

County Operational Area. The anticipated award date is unknown at this time. The anticipated award amount is $750,854.

The purpose of the EMPG Program is to provide federal funds to states to assist state, local, and tribal governments in preparing for all hazards. Funds provided under the EMPG must be used to support activities that contribute to the Operational Area's capability to prevent, prepare for, mitigate against, respond to, and recover from emergencies and disasters, whether natural or man-made. The grant-funded activities are a continuation of services funded by previous grant cycles. The goals described within the grant application relate to emergency management organizational and enterprise enhancement, managing risk and vulnerabilities, and enhancing customer and stakeholder services.

The grant includes a pass-through of $356,656 to local cities. These funds are distributed on a population basis to those cities who wish to apply and complete the required activities. The match to pass-through funds will be provided by participating cities. The Operational Area Executive Board has reviewed and approved the proposed application budget and required activities at their quarterly meeting on November 8, 2023.

The federal performance period of the award is July 1, 2023 through June 30, 2025.

This grant has not been reviewed under the County Audit in the last 3 years.

ATTACHMENT(S): Resolution

Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	Wendy Phillips, Deputy County Counsel, has reviewed and approved the attached draft Board Resolution.

Recommended Action/Special Instructions
(Please specify below)

1. Authorize Sheriff-Coroner, or designee, to sign all necessary application documents required for the submission of the application and supporting documentation to CalOES.

2. Adopt a resolution authorizing the Sheriff, or specified designee, to execute any actions necessary for the purposes of obtaining federal financial assistance provided by DHS and sub-granted through CalOES, if those actions do not materially change the terms or amount of the County's commitment as it is reflected in the above-referenced grant application and assurances.

A Board of Supervisors Resolution is required to appoint an agent authorized to execute any actions necessary for the submission of the application and supporting documentation.

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Michelle Anderson 714-628-7158; manderson@ocsheriff.gov	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Michelle Anderson or designee	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
November 28, 2023

WHEREAS, the U.S. Department of Homeland Security, through the California Office of Emergency Services, is providing Fiscal Year 2023 Emergency Management Performance Grant funding to local Operational Areas to provide resources to sustain and enhance all-hazards emergency management capabilities;

NOW, THEREFORE, BE IT RESOLVED this Board authorizes the following positions to execute and submit to the California Office of Emergency Services, on behalf of the County of Orange, the Fiscal Year 2023 Emergency Management Performance Grant Application for assistance in the amount of $750,854 and grant assurances:

- Sheriff-Coroner
- Undersheriff
- Assistant Sheriff
- Executive Director

BE IT FURTHER RESOLVED this Board authorizes the above-listed positions to execute, on behalf of the County of Orange, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the U.S. Department of Homeland Security and sub-granted through the State of California, if those actions do not materially change the terms or amounts of the County's commitment as it is reflected in the above-referenced grant application and assurances.

BE IT FURTHER RESOLVED that this Board will provide 100% funding match to any grant funds awarded to and retained by the County of Orange if a grant award is approved and received.

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ **GRANT APPLICATION /** ☐ **GRANT AWARD**

Today's Date:	November 14, 2023
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	2023 – Homeland Security Grant Program (HSGP)
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Homeland Security
Application Amount Requested:	$3,091,413
Application Due Date:	December 29, 2023
Board Date when Board Approved this Application:	Not Applicable
Awarded Funding Amount:	Not Applicable
Notification Date of Funding Award:	Not Applicable
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	2018: $3,270,462 2019: $3,389,080 2020: $3,380,749 2021: $3,216,641 2022: $3,091,412
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Allocation through DHS.
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	Not Applicable
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The Homeland Security Grant Program includes the State Homeland Security Program (SHSP) and the Urban Area Security Initiative (UASI). These programs intend to provide grant funding to assist state and local governments in obtaining the resources required to support the National Preparedness goals. In addition, these programs focus on enhancing the ability of state, local, tribal, and territorial governments. The primary objective is to strengthen the capacity of the state, urban areas, and local jurisdictions through the California Office of Emergency Services to prevent, deter, and respond to and recover from the threats and incidents of terrorism that pose the most significant risk to the security of the United States.

The Homeland Security Grant Program supports the implementation of risk-driven, capabilities-based strategies to address capability targets documented in the Threat and Hazard Identification and Risk Assessment (THIRA). The capability targets are established during the THIRA process and assessed in the State Preparedness Report (SPR). The SPR identifies gaps in planning, organization, equipment, training, and exercises needed to prevent, protect against, mitigate, respond to, and recover from acts of

terrorism.

The following are the six federal priorities for FY2023, along with the corresponding amount of HSGP funds that each sub-recipient will be required to propose for each priority area to obtain a total allocation of HSGP funds:

1. Enhancing the protection of soft targets/crowded places - 3% minimum
2. Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS - 3% minimum
3. Combating domestic violent extremism - 3% minimum
4. Enhancing cybersecurity - no minimum percent
5. Enhancing community preparedness and resilience - 3% minimum
6. Enhancing election security – 3% minimum

Sub-recipients should allocate 30 percent of their sub-award across these six priority areas. Cal OES anticipates awarding the Orange County Operational Area a total of $3,091,413 in SHSP funds. The County's HSGP allocation grant funds will support existing salaries for the Orange County Intelligence Assessment Center, the Sheriff's Homeland Security Division, and the Sheriff's Emergency Management Division. The Fiscal Year 2023 HSGP will also help support effective planning, training, awareness campaigns, exercises, and equipment purchase in support of state priorities.

The Orange County Operational Area (OCOA) will submit a Personnel Cap Waiver Request to Cal OES and the Federal Emergency Management Agency (FEMA) for consideration, as stipulated by the FY2023 Notice of Federal Opportunity. If approved, the waiver will allow the OCOA to spend more than 50 percent of the FY2023 SHSP award to continue support of salaries in the Emergency Management, Homeland Security, and Investigations Divisions.

If the application is approved, the Sheriff will return to the Board of Supervisors for approval to accept the award and appropriate the funds. This grant does not require a match, so there will be no net General Fund cost change or additional staff.

Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☒ No ☐ Wendy Phillips, Senior Deputy County Counsel, has reviewed the grant Board resolution.

Recommended Action/Special Instructions
(Please specify below)

1. Authorize the Sheriff-Coroner, or designee, to sign all necessary documents required for submitting the application and supporting documentation to Cal OES.

2. Adopt a governing body resolution that authorizes the Sheriff-Coroner, or designee, to execute any actions necessary to obtain federal financial assistance provided by DHS and sub-granted through Cal OES, if those actions do not materially change the terms or amount of the County's commitment, as reflected in the above-referenced grant application and assurances.

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

Yumi Leung, Fiscal Grant Administrator
(714) 834-6674
yleung@ocsheriff.gov

Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Commander Brent Jasper- bjasper@ocsheriff.gov (714) 349-9118 Captain Jerry Millhollon -jsmillhollon@ocsheriff.gov (949)919-4731 Administrative Manager Yumi Leung- yleung@ocsheriff.gov (714) 834-6674 Grant Specialist Miriam Torrez – mtorrez@ocsheriff.gov (714) 834-4347	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

November 28, 2023

WHEREAS, the United States Department of Homeland Security, through the California Office of Emergency Services, is providing FY2023 Homeland Security Grant Program funding to local Operational Areas to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events;

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

1. Authorize the following positions to execute, on behalf of the County of Orange, all documents necessary for the FY2023 Homeland Security Grant Program Administration and grant assurances;

   - Sheriff-Coroner
   - Undersheriff
   - Assistant Sheriff
   - Executive Director

2. Authorize submission of the grant application to the California Office of Emergency Services for the FY2023 Homeland Security Grant Program, which includes the Homeland Security Grant Program (HSGP) in the amount of $3,091,413;

3. Authorize the positions mentioned above to execute on behalf of the County of Orange, a public entity established under the laws of the State of California, to take any action necessary for any documents applying for and obtaining federal financial assistance provided by the United States Department of Homeland Security and sub-granted through the State of California, if those actions do not materially change the terms or amount of the County's commitment as reflected in the above-referenced grant application and assurances.

BE IT FURTHER RESOLVED that this grant does not require a match.

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION /** ☐ **GRANT AWARD**

Today's Date:	November 17, 2023	
Requesting Agency/Department:	OC Community Resources/OC Community Services	
Grant Name and Project Title:	Digital Connections, Amendment 1	
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Aging (CDA)	
Application Amount Requested:	N/A	
Application Due Date:	N/A	
Board Date when Board Approved this Application:	N/A	
Awarded Funding Amount:	$675,978	
Notification Date of Funding Award:	4/14/2023	
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)		
Recurrence of Grant	New ☐ Recurrent ☐	Other ☒ Explain: Existing grant with extension to the term date, requiring revised Resolution. No additional funding.
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A	
Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: Program funds are distributed to the County by CDA based on an allocation methodology.
County Match?	Yes ☐ Amount_____ or _____ %	No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A	
Will the grant/program create new part or full-time positions?	N/A	
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.	
The Digital Connections (DC) program grant award was approved through the Grants Report presented to the Board of Supervisors (Board) on May 9, 2023, for a retroactive term effective February 1, 2023, through December 31, 2023. The DC program aims to reduce isolation and increase connections for older adults, adults with disabilities and caregivers by bridging the digital divide through access to broadband Internet service, digital devices, virtual trainings and technical support. The California Department on Aging (CDA) notified OC Community Resources/Office on Aging (OCCR/OoA) that the DC program is being extended from January 1, 2024, through September 30, 2024; no additional funding will be awarded. This eForm is being submitted as CDA is requiring an updated Board resolution with the new State Standard Agreement term date of February 1, 2023, through September 30, 2024. The DC program term extension will allow OCCR/OoA to continue providing broadband Internet connection, virtual training and support for existing users of the CDA-funded DC program.		
Board Resolution Required? (Please attach document to eForm)	Yes ☒	No ☐

Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	John Cleveland

Recommended Action/Special Instructions
(Please specify below)

1. Adopt the resolution as approved by the County Counsel to extend State Standard Agreement DC-2223-22 with the California Department of Aging for the Digital Connections Program to September 30, 2024.
2. Approve State Standard Agreement DC-2223-22, Amendment Number 1, with the California Department of Aging for the term effective February 1, 2023, to September 30, 2024.
3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement DC-2223-22, Amendment Number 1 to extend the agreement with the California Department of Aging.
4. Authorize the OC Community Resources Director or designee to execute all related documents required to extend the Digital Connections grant award funding.

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

Dylan Wright (714) 480-2788 / Dylan.Wright@occr.ocgov.com
Renee Ramirez (714) 480-6483 / Renee.Ramirez@occr.ocgov.com

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

Dylan Wright, Director, OC Community Resources

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
November 28, 2023

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement DC-2223-22, Amendment 1 from the California Department of Aging to extend funding allocations for the Digital Connections program; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement DC-2223-22, Amendment 1; and

WHEREAS this Board agrees with the terms of the State Standard Agreement and the allocation of funds contained therein.

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

1. Approve State Standard Agreement DC-2223-22, Amendment 1 for the term effective February 1, 2023, to September 30, 2024.
2. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement DC-2223-22, Amendment 1 to extend the agreement with the California Department of Aging.
3. Authorize the OC Community Resources Director or designee to execute all related documents required to extend the Digital Connections grant award funding.

Approved By: _____

Chairman of the Board of Supervisors
County of Orange, California

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2023 NOV 16 PM 4:53

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Memorandum

Date:	November 16, 2023
To:	Robin Stieler, Clerk of the Board
From:	Katrina Foley, Fifth District Supervisor
Re:	Supplemental Agenda Item for November 28, 2023 Board of Supervisors Meeting

S24A

Please add a supplemental item to the November 28, 2023 Board of Supervisors meeting to appoint Kelly Golden to the Orange County Waste Management Commission for a term concurrent with Supervisor Foley's term of office. Kelly Golden will fill a vacant seat on the commission, last held by Donald Froelich.

APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:
Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

Orange County Waste Management Commission

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Kelly Marie Golden
First Name Middle Name Last Name

Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: Access Business Group

OCCUPATION/JOB TITLE: Senior Manager - Botanical Ingredient Development

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ■ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)

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

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

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

□ **YES** ■ **NO**

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

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

My professional, academic, & personal passions for sustain-
ability will better our community w/ the OCWMC *see attached

DATE: 02/15/2023 **APPLICANTS SIGNATURE:**

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5

□ All BOS □ BCC Contact Person Name _____

Dear Orange County Board of Supervisors,

Waste management is a central component of environmental and public health, and I am excited for an opportunity to contribute by applying for a District 5 seat on the Orange County Waste Management Commission. As a citizen of Orange County, I am motivated by the opportunity to secure a sustainable and equitable future for our neighbors by leveraging my unique combination of work experience, academic background, and personal passions for the climate and environmental justice.

I have a strong passion for the climate. Orange County is diverse, and equity is necessary for communities and ecosystems to thrive together. We must address environmental justice issues head-on, and waste management is part of the solution. We are only as strong as our most underserved citizen; all solutions should consider the diversity of our neighbors. As members of a coastal county, our local ecosystems are relying on us; thus we have a tremendous responsibility to manage our waste effectively.

My work experiences have prepared me with the skills to execute OCWMC functions. My 10 years of work in the consumer product goods industry has given me experience with strategy development, implementing regulations, managing financial goals, and leading stakeholder engagement for collaborative development. This has resulted in implementation of successful corporate policies grounded in science, community, and industry best-practice.

Moreover, as a graduate student pursuing a master's degree in Sustainability, I have a strong background in best-in-class approaches for solid waste management and methods of thought. My academic experiences have focused on environmental management, policy, circularity, sustainable development, and food waste. The practice of assessing dynamic, multi-faceted environmental challenges is familiar to me, and I am comfortable facilitating meaningful dialogue around sustainability issues to apply these learnings practically.

I am excited about the opportunity to work with the OCWMC to make positive environmental and social change at a local level. Thank you for your time and consideration, and I look forward to the opportunity to discuss my qualifications further.

Sincerely,

Kelly Golden

Kelly Golden

A strong leader with a passion for sustainability, circularity, food waste, and environmental justice. Leads with a blend of creative insight, strategic foresight, and big-picture orientation. Proven experience building collaborative global teams, streamlining inefficiencies, and implementing effective policies in a multi-billion-dollar, multi-national CPG company.

[redacted]

[redacted]

[redacted]

[redacted]

Neuroscience, University of Southern California, 2013

Sustainability, Master of Liberal Arts in Extension Studies, Harvard University, Expected Grad 2025

EXPERIENCE

October 2022–Present

Senior Manager • Botanical Ingredient Development • Amway

Leading a cross-functional team of Formulators, Process Engineers, and Clinical Investigators to identify and develop innovative botanical ingredients from vertically integrated or partner farms for use in nutrition, beauty, personal care, and home care products.

Developing strategy for overall corporate sustainability by influencing leadership support, benchmarking industry best-practices, designing governance structures, developing roadmaps and KPIs, and transforming product development processes.

August 2018–October 2022

Manager • Product Solutions • Amway

Directed planning, prioritization, development, organizational change, communications, training, analytics, and KPIs for global deployment of business processes and Siemens PLM software using Agile methodology.

Recruited, hired, and managed a global team of PLM system Configuration Managers, who activated product launches by capturing raw material, formula, product, and package data.

Continually drove efforts to improve system utility by reviewing business processes, and aligning with partners to identify opportunities to automate, streamline, or standardize global processes and systems.

May 2016–August 2018

Supervisor • Product Quality Assurance • Amway

Managed a diverse team of engineers and technicians responsible for operations at internally owned manufacturing facilities, including interpreting, implementing, and enforcing global regulations and cultural certifications.

Decreased disposals due to quality issues $1.02M in 2017 (96% reduction). Proposed, designed, and implemented automated system which employed statistical models to flag potential failures.

September 2013–May 2016

Engineer • Research and Development • Amway

Engineer for FDA registered production facility responsible for packaging dietary supplements in cartons, bottles, vacuum sealed foils, and rigid plastic trays.

Lead engineer on project which transferred Packaging equipment and quality testing operations to a new facility. Proactively problem-solved and improved performance from 95% right first time (RFT) to 98% RFT.

CERTIFICATIONS AND SKILLS

Top Talent Program (2015-2023), ISO 9001:2008 Certified Auditor, NSF GMP Certified, CFR 111/117, Certified HACCP Manager, Beach Volleyball, Animal Rescue Volunteer, Sustainability Consultant

RECEIVED

2023 NOV 21 AM 11:06

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Memorandum

Date:	November 21, 2023
To:	Robin Stieler, Clerk of the Board
From:	Katrina Foley, Fifth District Supervisor
Re:	Supplemental Agenda Item for November 28, 2023 Board of Supervisors Meeting

S24B

Please add a supplemental item to the November 28, 2023 Board of Supervisors meeting to appoint David Goldwasser to Assessment Appeals Board 4 for a term ending on September 1, 2024. David Goldwasser will fill a vacant seat on the board, last held by Danna B. Campbell.

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to:

Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

(FOR COUNTY USE ONLY)

RECEIVED
CLERK OF THE BOARD
FEB 14 2025

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

Assessment Appeals Board

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

APPLICANT NAME AND RESIDENCE ADDRESS:

David Cory Goldwasser
First Name Middle Name Last Name

Costa Mesa
Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: Attorney at Law

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? ■ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
State Bar of California	12/2000	Present
CA Bureau of Real Estate	08/2004	Present

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

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

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

■YES ☐ NO

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

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

Opportunity to put my skillset to use for the greater good of the Residents of Orange County.

DATE: 2/10/2023 **APPLICANTS SIGNATURE:** David C. Nelson

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

Date Received: 2-14-23 Received by: [signature]
Deputy Clerk of the Board of Supervisors

Date referred: 2-16-23

To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☒ BOS District 5

☐ All BOS ☐ BCC Contact Person Name

DAVID C. GOLDWASSER

QUALIFICATIONS PROFILE

Results-driven and goal-oriented legal professional with proven expertise in providing advice and counsel on legal matters and negotiating contracts and agreements. Known as an effective leader, with adeptness in risk management, administrative law, hearing procedures, mediation and arbitration, and state/federal court systems. Equipped with well-defined communication, problem-solving, technical, and organizational aptitudes essential in improving overall operations and benefiting organization and its interests. Proficient with Microsoft Office Suite.

CORE COMPETENCIES

Business and Corporate Policy Compliance
Legal Drafting and Research
Corporate Governance and Legal Strategies
Client Relations and Negotiation
Legislative and Legal Representation
Strategic Estate Planning and Analysis

EDUCATION

Gonzaga University, School of Law – Spokane, WA
Juris Doctor

California State University, Northridge – Northridge, CA
Bachelor of Arts in English Literature

BAR MEMBERSHIP

California State Bar Association

LEGAL EXPERIENCE

LAW OFFICES OF CHARLES GOLDWASSER APC – LOS ANGELES, CA
Senior Attorney: 2005–2015; 2017–Present

- Advise board of directors on legal matters and team up with organization personnel in leadership positions in accomplishing legal-related tasks.
- Negotiate MOUs covering wages, hours, terms, and conditions for employment requiring evaluation of economic data to determine the greatest value available for the required level of service.
- Protect and enforce rights covered by MOU, while demonstrating broad knowledge of California Labor Code and workers' compensation laws.
- Efficiently handle over 400 administrative discipline cases, focusing on lessening the severity punishment for actionable conduct.
- Address the needs of law enforcement personnel in critical incidents, such as in-custody deaths and officer/deputy-involved shootings.
- Submit specific type of statement to investigating agencies based on the degree of criminal and civil exposure following a shooting or in-custody death.
- Counsel and advise employee accused of a policy and procedure violation from initial interview to disciplinary action, such as training, suspension, or termination and then through the legally guaranteed appeal process.
- Respond to correspondences from retired and active members, internal affairs personnel, command staff, opposing counsel, sister associations, worker's compensation representatives, and Human Resource Department.
- Facilitate review meetings with the county's investment advisors regarding the current condition of portfolio.
- Establish a new practice area to closely coordinate with private real estate investors.
- Administer hard money loans including rehabilitation budget amounts while identifying gap funds for real estate purchase finalization.
- Supervise the general and pool contractors, local utility providers, and local building code inspectors in guaranteeing on-time and on-budget completion of real estate projects.
- Process claims litigation on state and federal courts as well as amicus matters on the state supreme court.

Notable Accomplishments

- ✓ *Established strong reputation in representing law enforcement officers, which led to the following results:*
  - *Job retention and reduced discipline due to successful arguments and thorough explanations;*
  - *Help establish In-custody deaths were due to natural causes, inmate altercation, and other external factors;*
  - *Justified numerous on and off-duty discharge of weapons in the lawful execution of police powers.*
- ✓ *Succeeded in administering and resolving several employment contract disputes in alignment with the recommendations for bargaining strategy and goals established prior to formal negotiations opened.*

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS – ORANGE COUNTY, CA
Staff Representative: 2016–2017

- Functioned as an active representative for employees of the Orange County Sheriff's Department and Orange County District Attorney's Office regarding their wages and terms and conditions of employment as well as alleged violations of departmental policies and procedures.
- Offered strategic advice to applicant workers on compensation claims.

Notable Accomplishment

- ✓ *Played an instrumental role in defending the association and its members' interests pursuant to all rights and privileges in line with the collective bargaining agreement between the association and the county.*

Earlier Positions Held

SAMUEL J. WELLS LAW OFFICE – LOS ANGELES, CA
JUNIOR ASSOCIATE: 2001–2002

PROFESSIONAL EXPERIENCE

FIDELITY NATIONAL ASSET MANAGEMENT SOLUTIONS – IRVINE, CA
Asset Manager: 2003–2005

CERTIFICATION

Real Estate Broker, California Department of Real Estate

ACTIVITIES

The Board Club, Newport Beach, CA *(Ocean Safety, Environmental Stewardship, and Ocean Sports Activities)*

RECEIVED
2023 NOV 21 PM 1:30
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Chairman Donald P. Wagner, 3rd District
Vice Chairman Andrew Do, 1st District

Date: 11/21/23

RE: Add Supplemental Item to 11/28/23 Board of Supervisors Meeting Agenda – Establish the Orange County Hall of Fame. S24C

Please add the following supplemental item to the 11/28/23 Board of Supervisors Meeting Agenda:

1. Establish the Orange County Hall of Fame.
2. Approve Orange County Hall of Fame Inaugural List of 10 Inductees.
3. Approve the Orange County Hall of Fame Guidelines.
4. Approve the addition of the Orange County Hall of Fame Induction and Plaque Unveiling Ceremony Event to the Master Event Calendar.

Find under the Government Code section 26227 that Orange County Hall of Fame events serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to the areas of health, law enforcement, public safety, rehabilitation, welfare, education and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events and that County staff may solicit donations of funds and services for such events.

cc: Tara Campbell, Chief of Staff, BOS-3
Chris Wangsaporn, Chief of Staff, BOS-1
Valerie Sanchez, Chief Deputy Clerk, COB

Agenda Item S24C

AGENDA STAFF REPORT

ASR Control 23-000911

MEETING DATE:	11/28/23
TO:	Orange County Clerk of the Board
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
SUBMITTING AGENCY/DEPARTMENT:	Chairman Donald P. Wagner, Vice Chairman Andrew Do
DEPARTMENT CONTACT PERSON(S):	Tara Campbell, 714-834-3330
	Chris Wangsaporn, 714-834-3110

CATEGORY: DISCUSSION Calendar

SUBJECT: ORANGE COUNTY HALL OF FAME ESTABLISHMENT AND IMPLEMENTATION PLAN

RECOMMENDED ACTIONS:

1. Establish the Orange County Hall of Fame.
2. Approve Orange County Hall of Fame Inaugural List of 10 Inductees.
3. Approve the Orange County Hall of Fame Guidelines.
4. Approve the addition of the Orange County Hall of Fame Induction and Plaque Unveiling Ceremony Event to the Master Event Calendar.

SUMMARY/BACKGROUND:

On February 28, 2023, Chairman Don Wagner brought Item S41B to the Board of Supervisors. The Board unanimously voted to establish an ad hoc committee of Chairman Don Wagner and Vice Chairman Andrew Do to develop and establish the Orange County Hall of Fame.

The Ad Hoc developed the guidelines for the induction into the Orange County Hall of Fame, designated a home for the Orange County Hall of Fame, created a logo, developed the removal of a nominee process, and worked on steps moving forwarding. The Ad Hoc selected the inaugural class of ten (10) inductees into the Orange County Hall of Fame.

Orange County is home to nationally ranked university teams, professional sports teams, world-class dining, shopping, and more.

Orange County residents have gone on to achieve great success and influence, inspiring the next generation to make a difference. Orange Countians are celebrated around the world, and they deserve recognition for putting our great County on the map.

Out of Orange County, we have seen Hall of Fame and Olympic medal-winning athletes, Hall of Fame musicians, Academy Award winners, and entrepreneurs with innovations that have changed the world. It is time for Orange County to recognize the leaders who made an impact. It is an opportunity to share with the public how Orange County truly is a great place to live, work, and raise the next generation of leaders.

The Orange County Hall of Fame will be located at the County Administration North (CAN) building at 400 W. Civic Center, Santa Ana, CA 92701, specifically in the lobby area of the Board Hearing Room. The plaques will be installed on the brick wall facing the inner courtyard between CAN and CAS. CEO will oversee the purchase and installation of the plaques.

The induction and unveiling ceremony will be announced at a later date by the Ad Hoc Committee. All Supervisors will be invited and have the opportunity to speak at this ceremony.

ATTACHMENT(S):

Attachment A: Orange County Hall of Fame Guidelines
Attachment B: Orange County Hall of Fame Inaugural Class of 2023
Attachment C: Orange County Hall of Fame Logo
Attachment D: Orange County Hall of Fame Location Photos

Attachment A

ORANGE COUNTY HALL OF FAME GUIDELINES

Location of the Orange County Hall of Fame

The Hall of Fame will be located at the County Administration North (CAN) building at 400 W. Civic Center, Santa Ana, CA 92701, specifically in the lobby area of the Board Hearing Room. The plaques will be installed on the brick wall facing the inner courtyard between CAN and CAS. CEO will oversee the purchase and installation of the plaques.

Hall of Fame Categories

- Music, Arts, & Entertainment
- Sports
- Business
- Philanthropy
- Civics

Criteria for Nomination and Induction to the Orange County Hall of Fame

- Must have a minimum of ten (10) years as a resident or a business in Orange County; or have had one (1) major life experience in Orange County (i.e., birth, graduation from Junior High/High School/College); or won a major award while living in Orange County (part of a Championship Team at any level, etc.); or be a civic leader from/in Orange County.
- A Hall of Fame Ad Hoc Committee will be created annually by the Chair of the Board of Supervisors.
- Annually, all Supervisors will be able to nominate five (5) individuals or businesses that meet the criteria listed in the first bullet point, **COUNTYWIDE,** to be reviewed by the Ad Hoc, a total of twenty-five (25) individuals/businesses.
- The Ad Hoc will select **a maximum of ten (10) inductees** from the list of 25 individuals/businesses presented to them.
- Every year there will be an induction ceremony at the CAN building.
- Each Supervisor will be allowed to speak during the induction ceremony.
- Inductees will be given the opportunity to speak. If they are unable to attend the ceremony, they will have the opportunity to record a video and have it shown during the ceremony.
- If an inductee is deceased, their family member or designee will be provided an opportunity to speak during the ceremony.
- Each inductee will have a plaque on the Hall of Fame wall. The inductee will be given a second plaque to keep.

Process for Removal from the Orange County Hall of Fame:

- If an inductee **is found guilty or pleads out to a felony**, the Ad Hoc will review the matter and determine if that individual or business should be removed from the Hall of Fame.

ORANGE COUNTY HALL OF FAME
INAUGURAL CLASS OF 2023

1. Gwen Stefani – Music, Arts, & Entertainment
2. Tiger Woods – Sports
3. Kobe Bryant – Sports
4. Amanda Beard – Sports
5. Greg Louganis – Sports
6. Walt Disney – Music, Arts, & Entertainment
7. Bill Medley – Music, Arts, & Entertainment
8. Frank Jao – Business
9. General William Lyon – Civics
10. Henry T. Segerstrom – Philanthropy

Gwen Stefani | Category: Music, Arts, & Entertainment

- Born in Fullerton and grew up in Anaheim.
- Graduated from Loara High School in 1987.
- Attended Fullerton College and CSUF.
- Singer/Songwriter/Actress.
- Co-founder, lead vocalist, and songwriter of No Doubt.
- Three-time Grammy winner.
- Winner of various honors including MTV VMA, BillBoard, Brit, and World Music.

Tiger Woods | Category: Sports

- Born and raised in Cypress.
- Attended high school in Anaheim.
- One of the greatest professional golfers of all time.
- Winner of 14 major golf championships, 82 PGA tour victories.
- Inductee in World Golf Hall of Fame.
- Ranked #1 golfer in the world for 281 consecutive weeks, a total of 683 weeks in his lifetime.

Kobe Bryant | Category: Sports

- Lived in Newport Coast since 2002 up until his death in 2020.
- NBA Player.
- 5-time NBA Champion, 2-time NBA Finals MVP, 2008 NBA MVP, and 18-time NBA All-Star.
- One of the greatest basketball players in history, and most decorated.
- Olympic Gold Medalist in 2008 and 2012.

Amanda Beard | Category: Sports

- Born in Newport Beach.
- Graduated from Irvine High School.
- 7-time Olympic Medalist: two gold, four silver, one bronze.
- World Champion, Pan Pacific Champion, Summer Universiade Champ.

Greg Louganis | Category: Sports

- Attended Santa Ana High School and Mission Viejo High school.
- Attended University of California, Irvine.
- Olympic Swimmer.
- Olympic Gold Medalist in 1984 and 1988.
- World Champion, Pan American Games, Summer Universiade Champ.

Walt Disney | Category: Music, Arts, & Entertainment

- Opened Disneyland in Anaheim in 1955.
- Died at St. Joseph Hospital, in Orange.
- Animator, Producer, Entrepreneur
- Has two stars on the Hollywood Walk of Fame for Film and Television.
- Inducted into the Anaheim Walk of Fame.
- Holds record for most Academy Awards earned and nominations.
- Has earned two Golden Globes, Emmy Award, and other honors.

Bill Medley | Category: Music, Arts, & Entertainment

- Born in Santa Ana, CA.
- Graduated from Santa Ana High School in 1958.
- The Auditorium at Santa Ana High School is named after him.
- Singer/Songwriter.
- Bill Medley started several bands until he and Bobby Hatfield formed The Righteous Brothers.
- Grammy Award winner.
- 14 albums and multiple singles.

Frank Jao | Category: Business

- Attended Coastline Community College in Westminster.
- Founded the Bridgecreek Group in Huntington Beach.
- The Le-Jao Center at Coastline Community College is named after him.
- Best known developer of Little Saigon, landmarks, shopping centers, including the iconic Asian Garden Mall.
- Landlord to 1,200 businesses.
- Appointed by President George W. Bush (2005) as the Head of the Vietnam Education Foundation.
- Named one of Orange County's 50 Most Influential Business People.
- During Vietnam War, he was assigned to a security unit of guarding American Troops in Vietnam and worked as an interpreter.
- Came to United States in 1975 as a refugee.

General William Lyon | Category: Civics

- Founding Chairman of the Commercial Bank of CA in Irvine.
- Founder of the Lyon Air Museum at the John Wayne Airport in Santa Ana.
- Co-founder Orangewood Children's Foundation in Santa Ana.
- Philanthropic supporter of the Boys Scouts of America, OC Performing Arts Center.
- Lived and died in Coto de Caza.
- Highly decorated major general and command pilot; volunteered to serve in Korea.
- Established William Lyon Homes, Inc. in 1954 in Newport beach (now Lyon Homes).
- Was ranked one of the largest homebuilders in the US (CA, AZ, NV); publicly traded.
- General Lyon was still active in Air Force Reserves while he ran his construction firm.

Henry T. Segerstrom | Category: Philanthropy

- Born in Santa Ana and longtime resident of Floral Park in Santa Ana.
- Honorary doctorates from Western Law in Irvine and Whittier Law School in Santa Ana.
- Managing partner of the family business CJ Segerstrom and Sons; this commercial real estate and retail management company was established in 1898 by Henry's grandfather. He transitioned the company from farming into commercial real estate and retail.
- Henry helped his family develop large land holdings in Costa Mesa and Santa Ana into industrial complexes, shopping, dining, arts and entertainment, and technology facilities.
- Created South Coast Plaza, international luxury retail shopping center and the highest grossing retail center in the country.
- Founding Chairman of the OC Performing Arts Center, also known as the Segerstrom Center for the Arts.
- Elected member of the OC Water District for 28 years.
- Served on the Transit Board and was influential in the founding of OC bus lines such as Santa Ana Transit.
- The chair of the OC independence committee that let to Orange County referendum to a state law that created OCTA.
- Instrumental in getting Measure M passed (½ cent tax).
- Nicknamed the "Godfather for Public Transit" by Supervisor Ralph Clark.
- Served on boards of many SoCal corporations including SoCal Edison, Union Bank, Security Pacific, Bank of America, and Safeco.
- WWII Purple Heart recipient, wounded in the Battle of the Bulge (US Army Captain).
- Inducted into the Stanford University Sigma Chi HoF in 2007.

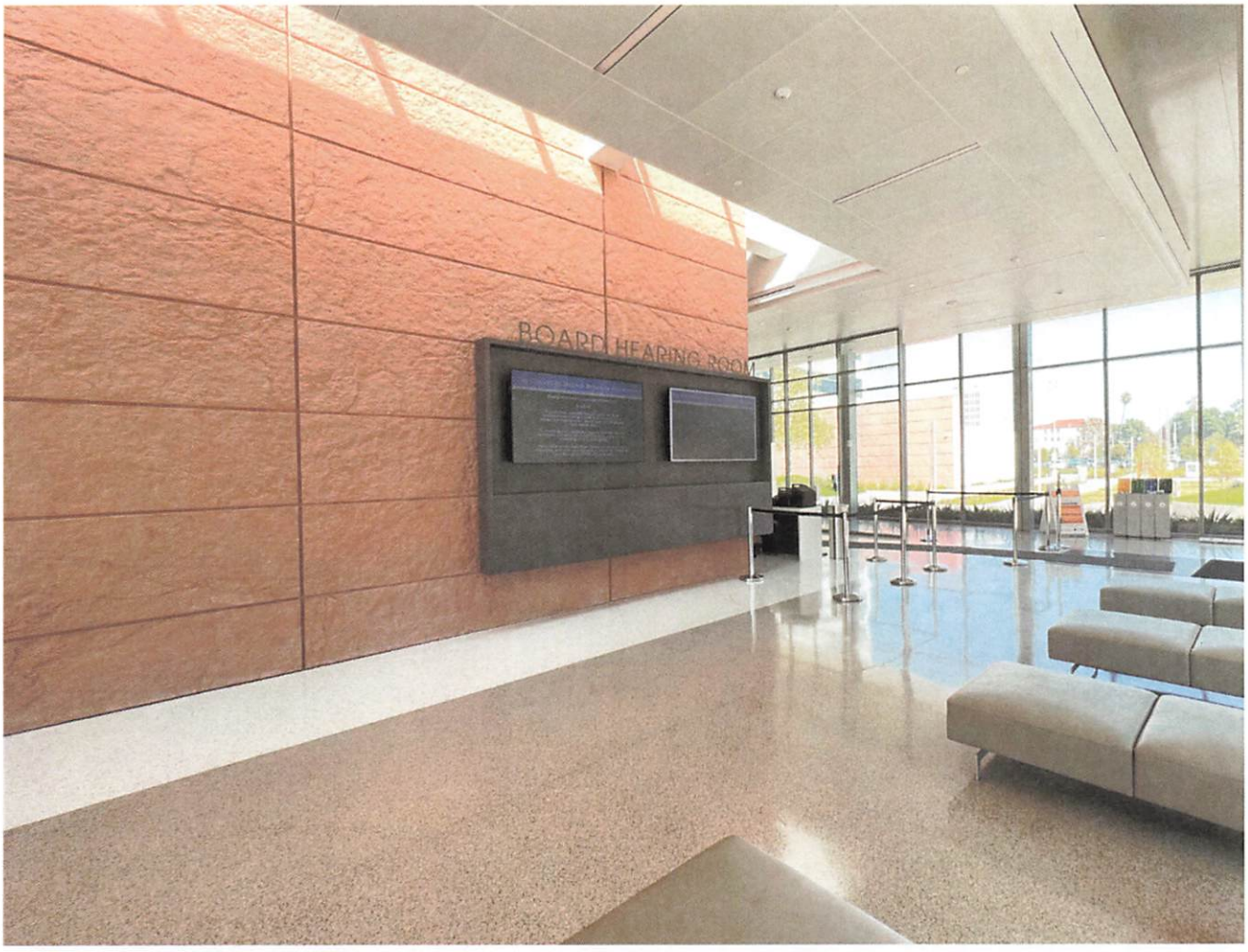
Attachment C

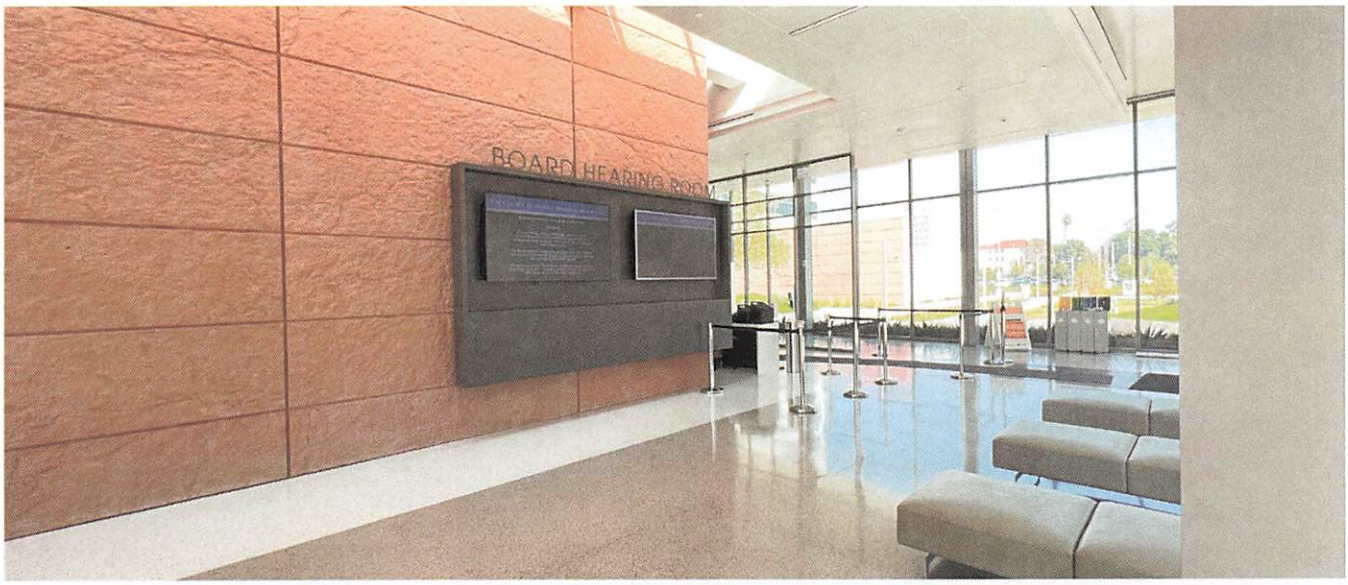
ORANGE COUNTY HALL OF FAME LOGO

ORANGE COUNTY HALL OF FAME LOCATION PHOTOS


BOARD HEARING ROOM


BOARD HEARING ROOM


BOARD HEARING ROOM


BOARD HEARING ROOM


BOARD HEARING ROOM

County Executive Office

Memorandum

November 21, 2023

RECEIVED
2023 NOV 21 PM 2:43
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.11.21 10:19:58 -08'00'

Subject: Exception to Rule 21

S24D

The County Executive Office is requesting a Supplemental Agenda Staff Report for the November 28, 2023, Board Hearing.

Agency: Sheriff-Coroner
Subject: Renew Dorado Mainframe Hardware and Software Maintenance and Support Services
Districts: All Districts

Reason Item is Supplemental: This ASR is being requested to be submitted as a supplemental due to extensive negotiations of terms and conditions and to the challenges in obtaining the required signatures from the contractor in a timely manner. Renewal of the contract with Computer Deductions, Inc., for the Dorado Mainframe hardware and software will allow the Sheriff-Coroner Department to ensure maintenance of vital applications and databases crucial to the operation of the Sheriff-Coroner Department's Jail, Warrants and the Disaster Recovery servers. The Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: This item must be heard on the November 28, 2023, Board of Supervisors Meeting and cannot be moved to a later Board date as this would result in retroactive approval of the contract.

Concur: _____
Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S24D
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2023 NOV 21 PM 2:43
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEETING DATE:	11/28/23
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Sheriff-Coroner
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Brian Wayt (714) 647-1803 Dave Fontneau (714) 704-7919

SUBJECT: Renew Dorado Mainframe Hardware and Software Maintenance and Support Services

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2023.11.21 10:19:40 -08'00'	Approved at to Form *Action* Liz Pejeau Digitally signed by Liz Pejeau DN: cn=Liz Pejeau, o=County Counsel, ou=County of Orange, email=liz.pejeau@coco.ocgov.com, c=US Date: 2023.11.21 08:36:06 -08'00'	Discussion 3 Votes Board Majority
CEO Signature	*County Counsel Signature*	

Budgeted: Yes **Current Year Cost:** $374,477 **Annual Cost:** FY 2024-25 $267,484

Staffing Impact: No **# of Positions:** N/A **Sole Source:** Yes
Current Fiscal Year Revenue: N/A
Funding Source: Budget Control 060: 100% General Fund **County Audit in last 3 years** N/A
Levine Act Review Completed: Yes
Prior Board Action: 3/28/2023 #S43D, 2/28/2023 #17, 10/18/2022 #21, 11/17/2020 #9

RECOMMENDED ACTION(S)

1. Authorize the County Procurement Officer or Deputized designee to Execute Amendment Number Two to the contract with Computer Deductions, Inc., for the extended maintenance and support services of the Dorado Mainframe hardware and software operating system extended maintenance and support services, for the term of December 1, 2023, through November 30, 2024, in the not to exceed amount of $641,961, for a cumulative not to exceed amount of $3,654,140, renewable for one additional one-year term.

2. Approve assignment of payment to Unisys Corporation for this Amendment Number Two and future Amendments for the maintenance and support services of the Dorado Mainframe hardware and software operating system.

SUMMARY:

Renewal of the contract with Computer Deductions, Inc., for the Dorado Mainframe hardware and software will allow the Sheriff-Coroner Department to ensure maintenance of vital applications and databases crucial to the operation of the Sheriff-Coroner Department's Jail, Warrants and the Disaster Recovery servers.

BACKGROUND INFORMATION:

The Sheriff-Coroner Department (Sheriff) utilizes a mainframe computer for several databases, including the Automated Jail System, Automated Warrant Service System, Local Arrest Records System, Inmate Visiting System, Mobile Data Computer System, Local Criminal History System, Automated Mug-Shot System, Central Juvenile Index, Department Report Index, Enhanced Law Enforcement Terminal Emulator, the Orange County Automated Telecommunications System, cashiering systems, commissary system and connectivity to all state, federal and international law enforcement networks. The Sheriff's system connects these databases to over 4,000 Sheriff-Coroner Department users and almost 50 law enforcement entities within Orange County. This translates to peaks of over 450,000 transactions per day.

Sheriff currently uses a Unisys platform and all the application software is designed to run on this platform using a Unisys Dorado 4380 mainframe computer which was purchased from Computer Deductions, Inc. (CDI). Currently, Sheriff faces a pressing challenge as the availability of developers proficient in COBOL becomes increasingly scarce. This scarcity raises concerns about the continued support for critical applications running on the mainframe system, primarily built in COBOL and assembly code and he department recognizes the urgency of addressing this issue to ensure the uninterrupted operation of essential law enforcement systems.

In addition to addressing the diminishing support for its existing mainframe-based systems, Sheriff is actively developing a new jail management system built on a modern technical stack. This forward-thinking initiative aligns with the department's commitment to improving efficiency and effectiveness in its operations. By adopting a modern platform for the new jail management system, Sheriff aims to enhance data management, streamline processes, and ensure long-term sustainability, reinforcing its dedication to serving the community with the latest technology solutions. This simultaneous effort underscores Sheriff's commitment to both immediate and future operational needs.

Recognizing the substantial financial burden associated with the ongoing maintenance and operation of our Disaster Recovery (DR) infrastructure located in the Sheriff's data center, particularly when considering the intricate customizations required to restore the legacy system to full operational capacity, legitimate concerns about our ability to secure the expertise needed for disaster recovery have also been identified. In light of these challenges, we are better positioned to consider a seamless transition to our newer system in the event of a disaster, given the complexities associated with restoring the legacy infrastructure. This strategic approach not only addresses cost considerations but also enhances our readiness to respond effectively to potential contingencies while optimizing our data management and disaster recovery capabilities.

Sheriff anticipates diminished system support in the near future and has determined the need to replace or migrate the existing mainframe applications. As part of the Sheriff's Strategic Plan, Sheriff is migrating these critical applications off the mainframe to current open platforms, which are readily supported. Decommissioning and de-installation of the old Unisys Dorado 4380 Disaster Recovery (DR) system located in Sacramento already took place in the past year due to cost reduction and technology obsolescence. Additionally, the technology underpinning the existing DR system had become outdated, posing challenges in terms of finding compatible components and reliable support. Consequently, retiring the DR system was

a prudent step, ensuring the security of Sheriff data. Moreover, recent technology investments have positioned the Sheriff to seamlessly transition to a modern platform in the near future, further enhancing data management and disaster recovery capabilities. The remaining DR system is located in the Sheriff's data center.

The following table details the contract history with CDI to provide Dorado Mainframe maintenance and support for Sheriff.

Board of Supervisors (Board) Approved	Amendment Number or Contract	Contract Term	Contract Amount	Comments
11/17/20	Contract	12/1/20 - 11/30/22	$1,472,048	Contract approved pursuant to County's 2019 Contract Policy Manual Section 3-3-102.
10/18/22	1	12/1/22 - 11/30/23	$736,024	Renewed contract pursuant to County's 2021 Contract Policy Manual Section 3-3-102.
2/28/23	Invoice		$804,107	Retroactive Emergency Purchase. Pursuant to County's 2021 Contract Policy Manual § 3.3-123 Emergencies, section (1) subsection a) vi, Board approved retroactive payment for the emergency one-time purchase of hardware and software to upgrade the Unisys Dorado 4380 mainframe computer
3/28/23	Assignment of Payment		-	Board approved an assignment of payment of the invoice for the emergency purchase from CDI to Unisys.

The Contractor's performance has been confirmed as satisfactory. Sheriff has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status of conflicts with County interests. The Orange County Preference Policy is not applicable to this contract amendment.

Sheriff now requests Board approval of Amendment Number Two for Maintenance and Support Services contract with CDI for the Unisys Dorado Mainframe server and system software in support of the Sheriff's Jail, Warrants and the Disaster Recovery servers in the amount of $641,961, as noted in the Recommended Action. The $162,146 decrease in cost is due to the prior decommissioning and de-installation of the Unisys Dorado 4380 DR system located in Sacramento.

Sheriff also requests Board approval of the assignment of payment from Amendment Number Two and future Amendments with CDI to Unisys Corporation (Unisys). Unisys is the OEM/supplier of the Unisys Dorado Mainframe hardware and software and associated support and maintenance. CDI has required that Unisys be paid directly, and Board previously approved assignment of payment of the invoice for the

emergency one-time purchase of hardware and software to upgrade the Unisys Dorado mainframe server. The assignment of payment will allow CDI to provide the necessary support and maintenance until the new replacement system comes online.

This contract is submitted for Board approval less than 30 days prior to the start of the contract, due to the sudden passing of CDI's President/CEO/Owner effecting a corporate restructure of its officers which delayed the task of obtaining the required signatures.

This contract does not include subcontractors or pass through to other providers. See Attachment C for Contract Summary Form.

FINANCIAL IMPACT:

Appropriations for this contract are included in the Sheriff-Coroner FY 2023-24 Budget for Budget Control 060 and will be included in the budgeting process for future years. The contract contains language allowing the Sheriff-Coroner Department to terminate the contract without penalty with cause or after 30 days of written notice without cause in the event that funding is reduced and/or not available to continue funding the contract.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Amendment Number Two to Contract MA-060-21010542
Attachment B - Redline of Previous Amendment
Attachment C - Contract Summary Form

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-21010542
BETWEEN THE
COUNTY OF ORANGE
AND
COMPUTER DEDUCTIONS, INC.

This AMENDMENT NUMBER TWO to Contract Number MA-060-21010542 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff's Department (hereinafter "COUNTY") and Computer Deductions, Inc. (hereinafter "CONTRACTOR") with a place of business at 8660 Greenback Lane, Suite 210, Orangevale, CA. 95662 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services on November 18, 2020, for a two (2) year term of December 1, 2020 through and including November 30, 2022 in a not to exceed amount of $1,472,048, renewable for three (3) additional one-year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on October 20, 2022 for a one (1) year term of December 1, 2022 through and including November 30, 2023 in a not to exceed amount of $736,024 (hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY made an emergency purchase of a replacement Unisys Dorado Mainframe server, including Hardware and Software (OS) and associated Extended Maintenance and Support, Unisys Implementation, and CDI Professional Services ("Dorado Server Upgrade") on February 28, 2023, in the amount of $804,107 ("INVOICE"), which supplanted AMENDMENT NUMBER ONE; and

WHEREAS, COUNTY and CONTRACTOR entered into an assignment of payment agreement on March 28, 2023 to assign payment on the INVOICE to Unisys Corp, as the OEM/supplier of the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of December 1, 2023 through and including November 30, 2024 in a not to exceed amount of $641,961.00.00 and to amend Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions in their entirety, and the CONTRACTOR has agreed to continue to provide those goods/services at the rates set forth in the ORIGINAL CONTRACT; and

WHEREAS, CONTRACTOR has requested that full payment be made directly to Unisys Corp, as the OEM /supplier of the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section 2, Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue in effect from December 1, 2020 through and including November 30, 2024, unless otherwise terminated by COUNTY.

b. Additional Terms and Conditions, Section 3 – Renewal, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

c. Attachment A, Scope of Work is amended in its entirety to read as follows:

I. Purpose

This Scope of Work defines the work to be performed by the Contractor responsible for the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services for one (1) server at the Sheriff-Coroner Department (Sheriff's) Jail and Warrants System located in the Sheriff's data center, 320 N. Flower St., Santa Ana, CA 92703. This extended maintenance and support services is crucial in maintaining vital applications and databases for data capturing, accessibility, and tracking within the following areas: automatic jail system (AJS), automatic warrant services system (AWS), local arrest records system (LARS), departmental report indexes (DRI), juvenile contact index (JCI), and message switcher system.

The Contractor shall be responsible for furnishing all personnel, equipment, material, supplies, support, and management and shall perform all functions necessary to maintain the hardware and software of the Sheriff's Jail and Warrants System Server as set forth in this Scope of Work.

II. Contractor shall provide County the following:

a. Support Center Services: Contractor shall provide assistance by electronic or voice communication to resolve problems with either hardware or software. Contractor shall also provide corrections (e.g., updates, patches, error notifications, etc.) to known problems through off-site and on-site service.

1. Software On-Call Support: Contractor shall provide on-site support if County determines that a software problem remains unresolved and on-site assistance is required.

2. Electronic On-Site Services: Contractor shall allow Support Center to receive system data from site and perform remote failure analysis.

3. Support Center Guaranteed Response: Contractor shall have a client service representative on

site within four (4) hours after receiving any non-emergency call from the County. Contractor shall have a client service representative on site within one (1) hour after receiving any call determined by the County to be an emergency. Support is to be provided on a 24 x 7 (24 hours a day, 7 days a week) basis.

b. Essential Engineering Changes: Contractor shall provide changes for safety purposes as determined by the County, to be essential to the operation of equipment.

c. User Communication Services: Contractor shall provide a means to quickly and efficiently report suspected software problems or suggest new features to future releases of program products.

d. Hardware Replacement, Repairs and Break-Fix.

e. Hardware Code Fix.

f. Software Errors and Updates.

g. Software Licensing, including remedying any issues therewith.

h. Maintenance Level (HW – Hardware and SW-Software) 24 x 7 (24 hours a day, 7 days a week) support with 4 hour response time (and 1 hour emergency response time) for two (2) years for the equipment listed in section below.

i. Contractor must retain certification as a Unisys Value Added Reseller (VAR).

III. Hardware and Software

Extended maintenance and support services shall include all hardware, software and incidental tools or equipment required to provide a fully functional Sheriff's Jail and Warrants System Server. Extended warranty and maintenance shall be for the following hardware and software:

Qty	Style	Description
Configuration: OCSD – D4580 Software Extension 12Mo		
Software		
1	DOR4580 SW	Dorado 4580 HA System - SW
1	CSS2458019-001	IOE:Dorado 4580 GP SW REL 19 - 10 MIPS Base
5	CMS2458019-001	IOE:Dorado 4580 GP - Addl 10 MIPS to 10 MIPS Base
1	CSL24580-006	IE:Dorado 4580 GP Image Enabler 60 MIPS
1	CSP2120-BSL	SYS MGT:TQ BASELINE ABS
1	CS2020-BSL	OS 2200 Baseline Group 20 License
1	CSP2120-MSM	SYS MGT:TQ MSMANAGER
1	CS2020-MSM	OS 2200 MSManger Group 20 License
1	CSW20-SAU	SYS MGT:TQ SAUTILITIES
1	CS20-SAU	OS 2200 SAUtilities License
1	CSP2120-FOR	CMPLR:FORTRAN ASCII MX
1	CSP2120-FTX	COM SW:CPFTP
1	CSP2120-OCB	CMPLR: UCS COBOL 85 (UCOB) Group 20
1	CSP2120-ASC	CMPLR:COBOL ASCII MX
1	CSP2120-DFP	CMPLR:DFP MX

1	CSP2120-DDP	COM SW:DDP-FJT MX
1	CSW20-BLD	UTIL SW:BUILD CPX
1	CSP2120-DMQ	DATAMGT:NET DB W/ OPEN ACCESS
1	CSP2120-SMN	SYS MGT:TQ SIMAN
1	CS2020-SMN	OS 2200 SIMAN Group 20 License
1	CSP2120-CUL	SYS MGT:TQ CULL
1	CS2020-CUL	OS 2200 CULL Group 20 License
1	CSP2120-IAC	SYS MGT:TQ IACULL
1	CS2020-IAC	OS 2200 IAC Group 20 License
1	CSP2120-LA1	SYS MGT:LA MX
1	CS2020-LA1	OS 2200 LA Group 20 License
1	CSP2120-MSR	SYS MGT:MSAR MX
1	CS2020-MSR	OS 2200 MSAR Group 20 License
1	CSP2120-OSM	SYS MGT:OSAM MX
1	CS2020-OSM	OS 2200 OSAM Group 20 License
SSU		
1	CSU24580-001	SUBSCRN:Dorado 4580 GP - 10 MIPS Base Rate
5	CMU24580-001	SUBSCRN:Dorado 4580 GP - Addl 10 MIPS to 10 MIPS Base
Software Maintenance		
1	Year 1	Maintenance Level (HW and SW), 24x7 4-Hour response
Configuration: EOM – DDU SSU & Maint Extension 12Mo		
Software		
1	DSS2150-ENT	FILE MGT:EOM 15 Enterprise Edition
1	DSS5150-ADM	FILE MGT:EOM 15 DDA Designer/Web Assistant
SSU		
1	DSU200-ENT	SUBSCRN: EOM ENTERPRISE EDITION SUBSCRIPTION
1	DSU500-ADM	SUBSCRN: EOM DDA DESIGNER/WEB ASSISTANT SUBSCRIPTION
Software Maintenance		
1	Year 1	Maintenance Level (HW and SW), 24x7 4-Hour response
Configuration: DOR4580 HW Renewal		
Hardware		
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)
6	PWR81601-DOM	LINE CORD NEMA L6-20P
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA
1	DSH600015-TBT	CABLE:TW PAR 10BAST,15M
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)
1	MON21901-LCD	DISPLAY:22 Black
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC
1	DSH600015-TBT	CABLE:TW PAR 10BAST,15M
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)
6	PWR81601-STV	G2 Power Strip , 8 sockets; 16 AMP
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA

1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA
1	DOR1-WS	WRKST: OS 2200 Platform Workstation
1	CPF4221-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC
1	DOR4580	Dorado 4580 HA System with one OS 2200 Partition
16	CBL17104-5	Cable: 5M Fiber OM4 10GbE 50/125 LC-LC
16	CBL10-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 10M
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)
1	MON21901-LCD	DISPLAY:22 Black
4	LCP12510-USC	PWR CORD - US/CANADA 125V
1	DOR4580	Dorado 4580 HA System with one OS 2200 Partition
1	DOR1-WS	WRKST: OS 2200 Platform Workstation
Software		
2	WND2019016-STB	Windows Server 2019 STD OEM 16-core English DVD
Hardware Maintenance		
1	Year1	Maintenance Level (HW and SW), 24x7 4-Hour response
Software Maintenance		
1	Year1	

*County shall be responsible for the decommissioning and de-installation of equipment, upon determination mainframe is no longer required.

IV. Delivery Locations

a. Contractor shall coordinate all services with County's project manager at the following locations:

County of Orange
Sheriff-Coroner Department/Technology Division - Information Services Bureau
320 N. Flower Street, 3rd Floor
Santa Ana, CA 92703
Attn: Dorian Baxter
Email: dbaxter@ocsheriff.gov
(714) 834-6706

b. Contractor's personnel shall comply with all County requirements regarding the wearing of personal protective equipment (PPE) while on site.

d. Attachment B, Compensation and Pricing Provision, Section 2. Fees and Charges of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

a. County shall pay the following fees for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services.

Qty	Style	Description	Unit Price	Ext Price
Configuration: OCSD – D4580 Software Extension 12Mo			**Grand Total**	**593,488.00**
Software				
1	DOR4580 SW	Dorado 4580 HA System - SW		
1	CSS2458019-001	IOE:Dorado 4580 GP SW REL 19 - 10 MIPS Base	42,325	42,325
5	CMS2458019-001	IOE:Dorado 4580 GP - Addl 10 MIPS to 10 MIPS Base	42,325.20	211,626
1	CSL24580-006	IE:Dorado 4580 GP Image Enabler 60 MIPS	71,568	71,568
1	CSP2120-BSL	SYS MGT:TQ BASELINE ABS	0	0
1	CS2020-BSL	OS 2200 Baseline Group 20 License	6,116	6,116
1	CSP2120-MSM	SYS MGT:TQ MSMANAGER	0	0
1	CS2020-MSM	OS 2200 MSManger Group 20 License	3,375	3,375
1	CSW20-SAU	SYS MGT:TQ SAUTILITIES	0	0
1	CS20-SAU	OS 2200 SAUtilities License	2,740	2,740
1	CSP2120-FOR	CMPLR:FORTRAN ASCII MX	10,458	10,458
1	CSP2120-FTX	COM SW:CPFTP	12,857	12,857
1	CSP2120-OCB	CMPLR: UCS COBOL 85 (UCOB) Group 20	8,963	8,963
1	CSP2120-ASC	CMPLR:COBOL ASCII MX	11,952	11,952
1	CSP2120-DFP	CMPLR:DFP MX	1,046	1,046
1	CSP2120-DDP	COM SW:DDP-FJT MX	6,723	6,723
1	CSW20-BLD	UTIL SW:BUILD CPX	52	52
1	CSP2120-DMQ	DATAMGT:NET DB W/ OPEN ACCESS	10,392	10,392
1	CSP2120-SMN	SYS MGT:TQ SIMAN	0	0
1	CS2020-SMN	OS 2200 SIMAN Group 20 License	9,323	9,323
1	CSP2120-CUL	SYS MGT:TQ CULL	0	0
1	CS2020-CUL	OS 2200 CULL Group 20 License	986	986
1	CSP2120-IAC	SYS MGT:TQ IACULL	0	0
1	CS2020-IAC	OS 2200 IAC Group 20 License	1,378	1,378
1	CSP2120-LA1	SYS MGT:LA MX	0	0
1	CS2020-LA1	OS 2200 LA Group 20 License	4,254	4,254
1	CSP2120-MSR	SYS MGT:MSAR MX	0	0
1	CS2020-MSR	OS 2200 MSAR Group 20 License	3,362	3,362
1	CSP2120-OSM	SYS MGT:OSAM MX	0	0
1	CS2020-OSM	OS 2200 OSAM Group 20 License	4,855	4,855
SSU				
1	CSU24580-001	SUBSCRN:Dorado 4580 GP - 10 MIPS Base Rate	7,936	7,936
5	CMU24580-001	SUBSCRN:Dorado 4580 GP - Addl 10 MIPS to 10 MIPS Base	10,172.60	50,863
Software Maintenance				
1	Year 1	Maintenance Level (HW and SW), 24x7 4-Hour response	110,337.00	110,337.00
Configuration: EOM – DDU SSU & Maint Extension 12Mo				**7,547.00**

Software				
1	DSS2150-ENT	FILE MGT:EOM 15 Enterprise Edition	0.00	0.00
1	DSS5150-ADM	FILE MGT:EOM 15 DDA Designer/Web Assistant	0.00	0.00
SSU				
1	DSU200-ENT	SUBSCRN: EOM ENTERPRISE EDITION SUBSCRIPTION	2,838.00	2,838.00
1	DSU500-ADM	SUBSCRN: EOM DDA DESIGNER/WEB ASSISTANT SUBSCRIPTION	1,249.00	1,249.00
Software Maintenance				
1	Year 1	Maintenance Level (HW and SW), 24x7 4-Hour response	3,460.00	3,460.00
Configuration: DOR4580 HW Renewal				**40,926.00**
Hardware				
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	0.00	0.00
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	0.00	0.00
6	PWR81601-DOM	LINE CORD NEMA L6-20P	0.00	0.00
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	0.00	0.00
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	0.00	0.00
1	DSH600015-TBT	CABLE:TW PAR 10BAST,15M	0.00	0.00
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	0.00	0.00
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	0.00	0.00
1	MON21901-LCD	DISPLAY:22 Black	0.00	0.00
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	0.00	0.00
1	DSH600015-TBT	CABLE:TW PAR 10BAST,15M	0.00	0.00
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	0.00	0.00
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	0.00	0.00
6	PWR81601-STV	G2 Power Strip , 8 sockets; 16 AMP	0.00	0.00
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	0.00	0.00
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	0.00	0.00
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	0.00	0.00
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	0.00	0.00
1	DOR1-WS	WRKST: OS 2200 Platform Workstation	0.00	0.00
1	CPF4221-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips	0.00	0.00
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	0.00	0.00
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	0.00	0.00
1	DOR4580	Dorado 4580 HA System with one OS 2200 Partition	0.00	0.00
16	CBL17104-5	Cable: 5M Fiber OM4 10GbE 50/125 LC-LC	0.00	0.00

16	CBL10-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 10M	0.00	0.00
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	0.00	0.00
1	MON21901-LCD	DISPLAY:22 Black	0.00	0.00
4	LCP12510-USC	PWR CORD - US/CANADA 125V	0.00	0.00
1	DOR4580	Dorado 4580 HA System with one OS 2200 Partition	0.00	0.00
1	DOR1-WS	WRKST: OS 2200 Platform Workstation	0.00	0.00
Software				
2	WND2019016-STB	Windows Server 2019 STD OEM 16-core English DVD	0.00	0.00
Hardware Maintenance				
1	Year1	Maintenance Level (HW and SW), 24x7 4-Hour response	40,330.00	40,330.00
Software Maintenance				
1	Year1		597.00	597.00

* Includes cost of software license. All freight, delivery, shipping and handling charges are included in the unit cost. All prices are F.O.B. destination.

Contract shall not exceed $641,961.00 for the term of December 1, 2023 through and including November 30, 2024.

e. Attachment B, Compensation and Pricing Provision, Section 6. Payment Terms of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

6. Payment Terms:
   a. Invoices: Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. 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 and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

      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.

      In accordance with Paragraph F, Acceptance Payment, 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.

   b. Payment In Advance: Invoices submitted for the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services shall be paid in advance. In the event the Contractor is terminated for any reason, County shall immediately receive one/twelfth (1/12) of all prepaid Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services (as listed in this contract) for each month or portion thereof remaining for the applicable Contract year as listed in this Contract.

c. Assignment of Payment: For good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, and as compensation for the goods and services set forth herein, CONTRACTOR hereby assigns payment as follows:

Payment shall be made directly to Unisys, as the OEM /supplier of the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services, either by mailing the check to UNISYS CORPORATION 29504 NETWORK PLACE, CHICAGO, IL 60673-1295, or by sending the payment by wire transfer according to the following wire instructions:

BANK: JP Morgan Chase Bank
A/C Name: UNISYS CORP
A/C NO: 200255229
SWIFT CODE: CHASUS33
ABA NO:021000021
Attn: Joy Cummando Unisys Credit & Collections
Ph: 877-250-6661.

COUNTY will make the aforementioned payments to Unisys (hereinafter "ASSIGNEE") in lieu of paying CONTRACTOR for the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services. CONTRACTOR hereby agrees and warrants that such payment shall be considered payment to the CONTRACTOR itself, and CONTRACTOR hereby waives any claims to payment made by COUNTY to ASSIGNEE or otherwise.

Such assignment of payment shall not relieve CONTRACTOR from its obligations, responsibilities, and duties to provide the goods and services for which payment is made to ASSIGNEE.

This Assignment does not transfer to ASSIGNEE any of CONTRACTOR's rights, other than to the above payment, or any of CONTRACTOR's duties under this Contract; however, the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services product software licenses, warranties, installation and maintenance shall run directly between ASSIGNEE and COUNTY per the terms of the Warranty and User Software License Agreement between ASSIGNEE and COUNTY, Agreement # BP1999-007 on November 18, 2020, and the Unisys standard maintenance plan descriptions for the ordered products.

CONTRACTOR's and ASSIGNEE's rights to any payment is subject to the other limitations of this Contract.

No other assignment of this Contract or any portion thereof is permitted without the prior written consent of COUNTY.

2. All other terms and conditions in this Contract remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER TWO to ORIGINAL CONTRACT MA-060-21010542.

Contractor*: Computer Deductions, Inc.

By: _____ Title: Chief Financial Officer

Print Name: Robert Day Date: 11/9/2023

Contractor*: Computer Deductions, Inc.

By: _____ Title: President

Print Name: Shannon S. Grosser Date: 11/9/2023

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By:_____ Title:_____

Print Name:_____Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: Liz Pejeau Digitally signed by Liz Pejeau DN: cn=Liz Pejeau, o=County Counsel, ou=County of Orange, email=liz.pejeau@coco.ocgov.com, c=US Date: 2023.11.14 08:47:35 -08'00'
Deputy

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-21010542
BETWEEN THE
COUNTY OF ORANGE
AND
COMPUTER DEDUCTIONS, INC.

This AMENDMENT NUMBER ONE to Contract Number MA-060-21010542 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff's Department (hereinafter "COUNTY") and Computer Deductions, Inc. (hereinafter "CONTRACTOR") with a place of business at 8660 Greenback Lane, Suite 210, Orangevale, CA. 95662 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services on November 18, 2020, for a two (2) year term of December 1, 2020 through and including November 30, 2022 in a not to exceed amount of $1,472,048, renewable for three (3) additional one-year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of December 1, 2022 through and including November 30, 2023 in a not to exceed amount of $736,024 and the CONTRACTOR has agreed to continue to provide those goods/services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section 2, Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 12/1/2020 through and including 11/30/2023, unless otherwise terminated by COUNTY.

b. Additional Terms and Conditions, Section 3 – Renewal, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects

not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

c. Attachment B, Compensation and Pricing Provision, Section 2. Fees and Charges of the ORIGINAL CONTRACT is amended in part as follows:

Contract shall not exceed $736,024 for the term of 12/1/2022 through and including 11/30/2023.

2. All other terms and conditions in this Contract remain unchanged and with full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ONE to ORIGINAL CONTRACT MA-060-21010542.

Contractor*: Computer Deductions, Inc.

By: Thomas J Calabro Title: President / CEO

Print Name: Thomas J. Calabro Date: September 19, 2022

Contractor*: Computer Deductions, Inc.

By: Title: Chief Financial Officer

Print Name: Donald Foulk Date: September 19, 2022

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: Title: SUPERVISING PCS

Print Name: MARIA AYALA Date: 10/20/22

Approved by the Board of Supervisors: 10/18/22

Approved as to Form
Office of the County Counsel
Orange County, California

By: Liz Pejeau
Deputy

Contract MA-060-21010542
with
Computer Deductions, Inc
for
Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services

This Contract MA-060-21010542 for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County") and Computer Deductions, Inc, with a place of business at 8660 Greenback Lane, Suite 210, Orangevale, CA. 95662 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services as set forth herein, and Contractor represented that it is qualified to provide Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services to the County as further set forth herein; and

WHEREAS, Contractor agrees to provide Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any

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

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County payments shall be made pursuant to ATTACHMENT B, Compensation and Pricing Provisions, 1) payment for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services shall be paid in advance, In the event the Contractor is terminated for any reason, County shall immediately receive one/twenty-fourth (1/24) of all prepaid Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services (as listed in this contract) for each month or portion thereof remaining for the applicable Contract year as listed in this Contract, and 2) payment for Decommissioning / De-Installation of the Dorado Mainframe System shall be paid in arears following completion and acceptance of work.

G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work

performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

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

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary

labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence
Network Security & Privacy Liability	$1,000,000 per claims-made
Technology Errors & Omissions	$1,000,000 per claims-made $1,000,000 aggregate
Employee Dishonesty	$100,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*.

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

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insured's for its vicarious liability.

2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

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

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County

incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

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

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight: Prior to the County's express acceptance of delivery of products. 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.

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

W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

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

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

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County 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.

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

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

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

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

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

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.

2. Term of Contract: This Contract shall commence on December 1, 2020 upon execution of all necessary signatures and continue for two (2) calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for three (3) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

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

   a) Terminate the Contract immediately, pursuant to Section K herein;

   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

   c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

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

6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. Conflict of Interest – Contractor's Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

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

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

   The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or

rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. 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 adequately perform the work 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.

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

12. Contractor Personnel – Uniform/Badges/Identification: 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 under this Contract.

    All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. 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 for a period of three (3) years after final payment is received from the County.

14. 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.

15. Policies and Procedures: Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Agreement and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Agreement. In addition to the foregoing, Contractor shall comply with the following:

15.1 Security and Policies: All performance under this Agreement, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Agreement.

15.2 Information Access: The County may require all Contractor personnel performing services under this Agreement to execute confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

15.3 Enhanced Security Procedures: The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

15.4 Breach of Security: Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

15.5 Conduct on County Premises: Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's

personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

15.6 Security Audits: Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

16. 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.

17. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County 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.

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

    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)(1).

    2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

        a. The dangers of drug abuse in the workplace;

        b. The 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(a)(3) that every employee who works under this Contract:

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

        b. Will agree to abide by the terms of the company's statement as a condition

of employment under this Contract.

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

1. The Contractor has made false certification, or

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

19. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

    The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "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." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

    The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

    Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

20. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. 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 the 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.

22. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

    Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

    Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. 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.

24. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), 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 (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

    Contractor: Computer Deductions, Inc.
    8680 Greenback Lane, Suite 210
    Orangevale, CA. 95662
    Attn: Thomas Calabro
    Ph: 916-987-3600 (X-200)

Email: tcalabro@cdi-hq.com

County: Sheriff-Coroner Department / Technology Division
320 N. Flower Street
Santa Ana, CA. 92703
Attn: Bonnie Blackburn
Ph: 714-834-3184
Email: bblackburn@ocsd.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Eric Gregory
Ph: 714-834-4336
Email: egregory@ocsd.org

25. 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.

26. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may 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 combined with 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 performance of the Contract.

27. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

28. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

29. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to 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 take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for

performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

31. County of Orange Local Small Business Preerence Requirements: Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.

32. Security Requirements:

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
2. Inquire as to past criminal felony convictions.
3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.

B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.

2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.

3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.

4. Usage of illegal controlled substances as defined by federal law.

C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.

2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.

3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.

4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.

5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.

6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.

2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while preforming work under this contract. Specifically:

   a. Do not give names or addresses to inmates.

   b. Do not receive any names or addresses from inmates.

c. Do not disclose the identity of any inmate to anyone outside the facility.

d. Do not give any materials to inmates.

e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).

3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.

4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.

5. Failure to comply with these requirements is a criminal act and can result in prosecution.

6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.

8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.

9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.

10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.

11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.

12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.

2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.

3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.

4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.

5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# MA-060-21010542 for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services on the dates shown opposite their respective signatures below

Contractor*: Computer Deductions, Inc.

By: Thomas J Calabro Title: Vice President

Print Name: Thomas J Calabro Date: September 24, 2020

Contractor*: Computer Deductions, Inc.

By: Donald G Foulk Title: Vice President / CFO

Print Name: TDonald G Foulk Date: September 24, 2020

If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: Frederick Lyle Rossow Title: Purchasing Manager

Print Name: Frederick Lyle Rossow Date: 11/18/2020

Approved by the Board of Supervisors: 11-17-2020

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A

Scope of Work

I. Purpose

This Scope of Work defines the work to be performed by the Contractor responsible for the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services for two (2) servers, one (1) at the Sheriff-Coroner Department (Sheriff's) Jail and Warrants System located in the Sheriff's data center, 320 N. Flower St., Santa Ana, CA 92703, and one (1) located at California Department of Justice (DOJ), 4949 Broadway, Sacramento, CA 95820. This extended maintenance and support services is crucial in maintaining vital applications and databases for data capturing, accessibility, and tracking within the following areas: automatic jail system (AJS), automatic warrant services system (AWS), local arrest records system (LARS), departmental report indexes (DRI), juvenile contact index (JCI), and message switcher system.

The Contractor shall be responsible for furnishing all personnel, equipment, material, supplies, support, and management and shall perform all functions necessary to maintain the hardware and software of the Sheriff's Jail and Warrants System Server and DOJ Server as set forth in this Scope of Work.

County determined the Dorado Mainframe Hardware is at end of life. Contractor shall perform decommissioning services including migration of data, wiping of media from storage devices, and perform haul away of County owned equipment as directed by County.

II. Contractor shall provide County the following:

a. Support Center Services: Contractor shall provide assistance by electronic or voice communication to resolve problems with either hardware or software. Contractor shall also provide corrections (e.g., updates, patches, error notifications, etc.) to known problems through off-site and on-site service.

    1. Software On-Call Support: Contractor shall provide on-site support if County determines that a software problem remains unresolved and on-site assistance is required.

    2. Electronic On-Site Services: Contractor shall allow Support Center to receive system data from site and perform remote failure analysis.

    3. Support Center Guaranteed Response: Contractor shall have a client service representative on site within four (4) hours after receiving any non-emergency call from the County. Contractor shall have a client service representative on site within one (1) hour after receiving any call determined by the County to be an emergency. Support is to be provided on a 24 x 7 (24 hours a day, 7 days a week) basis.

b. Essential Engineering Changes: Contractor shall provide changes for safety purposes as determined by the County, to be essential to the operation of equipment.

c. User Communication Services: Contractor shall provide a means to quickly and efficiently report suspected software problems or suggest new features to future releases of program products.

d. Hardware Replacement, Repairs and Break-Fix.

e. Hardware Code Fix.

f. Software Errors and Updates.

g. Software Licensing, including remedying any issues therewith.

h. Maintenance Level (HW – Hardware and SW-Software) 24 x 7 (24 hours a day, 7 days a week) support with 4 hour response time (and 1 hour emergency response time) for two (2) years for the equipment listed in section below.

1. Contractor must retain certification as a Unisys Value Added Reseller (VAR).

III. Hardware and Software

Extended maintenance and support services shall include all hardware, software and incidental tools or equipment required to provide a fully functional Sheriff's Jail and Warrants System Server and California Department of Justice (DOJ) Server. Extended warranty and maintenance shall be for the following hardware and software:

Configuration of County's Dorado 4380 PROD 60 MIPS 2 YR Extension (Located in Santa Ana)

Hardware:

Quantity	Style	Description
1	DOR4380	Dorado 4380 Non-metered OS 2200 Server
4	CBL3-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 3M
2	FCH9540231-PCE	PCIe x8, 2-port 8Gb FC HBA
2	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)
1	DOR436300-CMP	Dorado 4300/6300/8300 Management Platform.
1	DOR4300-SCR	Dorado 4300 System Control Redundancy
1	DOR436300-CMP	Dorado 4300/6300/8300 Management Platform.
1	DOR4300-IM2	Dorado 4300 ISM with EOM/URU
1	IFB5610101-CBL	Infiniband 10M 56Gb FDR Optical Cable
2	CBL3-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 3M
2	FCH9540231-PCE	PCIe x8, 2-port 8Gb FC HBA
2	DOR1-WS	WRKST: OS 2200 Platform Workstation
1	CPF1040083-FMP	ClearPath Fabric Management Platform
1	CFD861002-CBP	ClearPath Dorado EPP Base Pkg w Cabinet IB - 1 node
1	DOR4300-IC2	Dorado 4300 ISM2 Connector Kit

Software:

Quantity	Style	Description
1	CSS2436300-IL1	Dorado 4300/6300 ISM1 Licenses Software
1	CSS2436300-IC1	Dorado 4300/6300 ISM1 Companion Software
1	CSS2436300-CMP	Dorado Mgt Platform Companion Package
1	CSS2436300-CMP	Dorado Mgt Platform Companion Package
1	CSS2436300-IL2	Dorado 4300/6300 ISM2 Licenses Software
1	CFS861000-FMP	ClearPath Fabric Management Platform SW
1	ECH20011-CH	Fwd Call Home
1	CFS201-FAB	Fabric Infrastructure 1 EPP 2.0
1	CFS861000-CWN	Fwd Customer-Supplied Windows
1	DSS32-SED	FILE MGT:EOM Secure Email US
1	DSS32-PDF	FILE MGT:EOM PDF Writer
1	DSS2110-ENT	FILE MGT:EOM 11 Enterprise Edition
1	DSS5110-ADM	FILE MGT:EOM 11 DDA Designer/Web Assistant
1	CSL24380-006	IE:Dorado 4380 GP Image Enabler 60 MIPS
5	CMS2438015-001	IOE:Dorado 4380 GP - Addl 10 MIPS to 10 MIPS
1	CSS2438015-001	IOE:Dorado 4380 GP SW REL 15 - 10 MIPS Base
1	CSW400-BOT	Intel-based Dorado Platform System Boot Tape
1	ECH20-CH	Call Home Service OS2200
1	CSP2120-LA1	SYS MGT:LA MX
1	CSP2120-MSR	SYS MGT:MSAR MX
1	CSP2120-OSM	SYS MGT:OSAM MX
1	CSP2120-BSL	SYS MGT:TQ BASELINE ABS
1	CSP2120-MSM	SYS MGT:TQ MSMANAGER
1	CSW20-SAU	SYS MGT:TQ SAUTILITIES
1	CSP2120-ASC	CMPLR:COBOL ASCII MX
1	CSP2120-DFP	CMPLR:DFP MX
1	CSP2120-FOR	CMPLR:FORTRAN ASCII MX
1	6810-00	FILE MGT:MEDIA MANAGER

1	CSP2120-DDP	COM SW:DDP-FJT MX
1	IXS4000-BLD	UTIL SW:BUILD CPX
1	CSP2120-DMQ	DATAMGT:NET DB W/ OPEN ACCESS
1	CSP2120-OCB	CMPLR: UCS COBOL 85 (UCOB) Group 20
1	CSP2120-FTX	COM SW:CP FTP AND TAS
1	SMS8001-SBE	SYS MGT:SPO Basic Edition
1	CSP2120-CUL	SYS MGT:TQ CULL
1	CSP2120-IAC	SYS MGT:TQ IACULL
1	CSP2120-SMN	SYS MGT:TQ SIMAN

SSU (Select Software Update) :

Quantity	Style	Description
1	DSU200-ENT	SUBSCRN: EOM ENTERPRISE EDITION SUBSCRIPTION
1	DSU500-ADM	SUBSCRN: EOM DDA DESIGNER/WEB ASSISTANT SUBSCRIPTION
1	CSU24380-001	SUBSCRN:Dorado 4380 GP - 10 MIPS Base Rate
5	CMU24380-001	SUBSCRN:Dorado 4380 GP - Addl 10 MIPS to 10 MIPS Base

Configuration: County's Dorado 4380 DEV 50 MIPS 042117 2 YR (Located in Sacramento)

Hardware:

Quantity	Style	Description
1	DOR4380	Dorado 4380 Non-metered OS 2200 Server
4	CBL3-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 3M
2	FCH9540231-PCE	PCIe x8, 2-port 8Gb FC HBA
2	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)
1	DOR436300-CMP	Dorado 4300/6300/8300 Management Platform.
1	DOR4300-SCR	Dorado 4300 System Control Redundancy
1	DOR436300-CMP	Dorado 4300/6300/8300 Management Platform.
1	DOR4300-IM2	Dorado 4300 ISM with EOM/URU
1	IFB5610101-CBL	Infiniband 10M 56Gb FDR Optical Cable

2	CBL3-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 3M
2	FCH9540231-PCE	CIe x8, 2-port 8Gb FC HBA
2	DOR1-WS	WRKST: OS 2200 Platform Workstation
1	CPF1040083-FMP	ClearPath Fabric Management Platform
1	CFD861002-CBP	ClearPath Dorado EPP Base Pkg w Cabinet IB - 1 node
1	DOR4300-IC2	Dorado 4300 ISM2 Connector Kit

Software:

Quantity	Style	Description
1	CSS2436300-IL1	Dorado 4300/6300 ISM1 Licenses Software
1	CSS2436300-IC1	Dorado 4300/6300 ISM1 Companion Software
1	CSS2436300-CMP	Dorado Mgt Platform Companion Package
1	CSS2436300-CMP	Dorado Mgt Platform Companion Package
1	CSS2436300-IL2	Dorado 4300/6300 ISM2 Licenses Software
1	CFS861000-FMP	ClearPath Fabric Management Platform SW
1	ECH20011-CH	Fwd Call Home
1	CFS201-FAB	Fabric Infrastructure 1 EPP 2.0
1	CFS861000-CWN	Fwd Customer-Supplied Windows
1	DSS32-SED	FILE MGT:EOM Secure Email US
1	DSS32-PDF	FILE MGT:EOM PDF Writer
1	DSS5110-ADM	FILE MGT:EOM 11 DDA Designer/Web Assistant
1	SDL24380-005	IE:Dorado 4380 SDK Image Enabler 50 MIPS
4	SMS2438015-001	IOE:Dorado 4380 SDK - Addl 10 MIPS to 10 MIPS Base
1	CSW400-BOT	Intel-based Dorado Platform System Boot Tape
1	ECH20-CH	Call Home Service OS2200
1	CSP2120-LA1	SYS MGT:LA MX
1	CSP2120-MSR	SYS MGT:MSAR MX
1	CSP2120-OSM	SYS MGT:OSAM MX
1	CSP2120-BSL	SYS MGT:TQ BASELINE ABS
1	CSP2120-MSM	SYS MGT:TQ MSMANAGER

1	CSW20-SAU	SYS MGT:TQ SAUTILITIES
1	6810-00	FILE MGT:MEDIA MANAGER
1	IXS4000-BLD	UTIL SW:BUILD CPX
1	CSP2120-FTX	COM SW:CP FTP AND TAS
1	SMS8001-SBE	SYS MGT:SPO Basic Edition
1	CSP2120-CUL	SYS MGT:TQ CULL
1	CSP2120-IAC	SYS MGT:TQ IACULL
1	CSP2120-SMN	SYS MGT:TQ SIMAN
1	SDK2438015-001	IOE:Dorado 4380 SDK SW REL 15 - 10 MIPS Base

SSU (Select Software Update):

Quantity	Style	Description
1	DSU500-ADM	SUBSCRN: EOM DDA DESIGNER/WEB ASSISTANT SUBSCRIPTION
1	SDU24380-001	SUBSCRN:Dorado 4380 SDK - 10 MIPS Base Rate
4	SMU24380-001	SUBSCRN:Dorado 4380 SDK - Addl 10 MIPS to 10 MIPS Base

Configuration: Orange County Sheriff's Department VNX5200 Block only with RP - Production Site 042117 2 YR (Located in Santa Ana)

Hardware:

Quantity	Style	Description
1	VNX252831-ERK	VNX5200 DPE 25X2.5" DR-8X300G15K-EMC RK
1	VNX240-DRK	VNXB 40U RACK WITH FRONT PANEL
1	VNX200-RES	VNXB 4U SPACE RES FOR FILE UPG-EMC RACK
1	VNX2625-AEP	VNXB 25X2.5 6G SAS PRI DAE-EMC RACK
12	VNX24261-VS1	VNX 100GB SSD 25X2.5 DPE/DAE
4	CON1413-1M	EMC DISK: C14-TO-C13 1METER INTERNAL CABINET POWER CORDS
1	VNX2401-UUS	CAB QUAD POWER CORD US TWISTLOCK
1	VNX248-MPR	VNXB 4 PORT 8G FC IO MODULE PAIR
2	VNX5002-RP5	RPA GEN5-TAA FOR VNX L2

Software:

Quantity	Style	Description
1	VNX5200-KTC	VNX5200 Documentation Kit=IC
1	RP1000-LCS	RECOVERPOINT LICENSE SOLUTION
1	VNX456104-619	RP/SE REM FOR RPS V51=IC
1	VNX456104-614	RP/SE LOC FOR LPS V51=IC
2	VNX2000-FTB	VNXB OE PER TB PERFORMANCE
1	VNX25200-OEV	VNX5200 Operating Environment
1	VNX25200-UN1	VNX5200 Unisphere Block Suite =IC
1	VNX25200-RPS	VNX5200 Remote Protection Suite=IC
1	VNX25200-LPS	VNX5200 Local Protection Suite=IC

Configuration: Orange County Sheriff's Department VNX5200 Block only with RP - DR 042117 2 YR (Located in Sacramento)

Hardware:

Quantity	Style	Description
1	VNX252831-ERK	VNX5200 DPE 25X2.5" DR-8X300G15K-EMC RK
1	VNX240-DRK	VNXB 40U RACK WITH FRONT PANEL
1	VNX200-RES	VNXB 4U SPACE RES FOR FILE UPG-EMC RACK
1	VNX2625-AEP	VNXB 25X2.5 6G SAS PRI DAE-EMC RACK
12	VNX24261-VS1	VNX 100GB SSD 25X2.5 DPE/DAE
4	CON1413-1M	EMC DISK: C14-TO-C13 1METER INTERNAL CABINET POWER CORDS
1	VNX2401-UUS	CAB QUAD POWER CORD US TWISTLOCK
1	VNX248-MPR	VNXB 4 PORT 8G FC IO MODULE PAIR
2	VNX5002-RP5	RPA GEN5-TAA FOR VNX L2

Software:

Quantity	Style	Description
1	VNX5200-KTC	VNX5200 Documentation Kit=IC
1	RP1000-LCS	RECOVERPOINT LICENSE SOLUTION

1	VNX456104-619	RP/SE REM FOR RPS V51=IC
1	VNX456104-614	RP/SE LOC FOR LPS V51=IC
2	VNX2000-FTB	VNXB OE PER TB PERFORMANCE
1	VNX25200-OEV	VNX5200 Operating Environment
1	VNX25200-UN1	VNX5200 Unisphere Block Suite =IC
1	VNX25200-RPS	VNX5200 Remote Protection Suite=IC
1	VNX25200-LPS	VNX5200 Local Protection Suite=IC

Configuration: OCSD - Production Site - 2 Rackmount LTO6 Drives and Fabric 042117 2 YR (Located in Santa Ana)

Hardware:

Quantity	Style	Description
2	CBL17103-5	Cable: 5m Fiber OM3 10GbE 50/125 LC-LC
2	OSM1000-PRC	PWR CORD:IEC320-C13/C14
2	CBL17103-5	Cable: 5m Fiber OM3 10GbE 50/125 LC-LC
2	CON30088-PU	DS-300B 8G 8PORT UPGRADE KIT
1	ALP662102-2FD	Tape Drive Dual LTO6 IBM Rackmount, FC-AL, dual node, 2U

Configuration: OCSD - DR Site - 2 Rackmount LTO6 Drives and Fabric 042117 2 YR (Located in Sacramento)

Hardware:

Quantity	Style	Description
2	CBL17103-5	Cable: 5m Fiber OM3 10GbE 50/125 LC-LC
2	OSM1000-PRC	PWR CORD:IEC320-C13/C14
2	CBL17103-5	Cable: 5m Fiber OM3 10GbE 50/125 LC-LC
2	CON30088-PU	DS-300B 8G 8PORT UPGRADE KIT
1	ALP662102-2FD	Tape Drive Dual LTO6 IBM Rackmount, FC-AL, dual node, 2U

Configuration: Brocade 300B Switch - Production Site 042117 2YR (located in Santa Ana)

Hardware:

Quantity	Style	Description
2	CX1312-PWR	EMC DISK: 2 C13 PWRCORDS W/ NEMA 5-15 PLUGS 125V 10A
2	CON40-FDB	DSB SWITCH CLAR FIELD RCK KIT -B
2	CON300-B8G	DS-300B 8/24P 8G BASE SWITCH

Configuration: Brocade 300B Switch - DR Site 042117 2 YR (Located in Sacramento)

Hardware:

Quantity	Style	Description
2	CX1312-PWR	EMC DISK: 2 C13 PWRCORDS W/ NEMA 5-15 PLUGS 125V 10A
2	CON40-FDB	DSB SWITCH CLAR FIELD RCK KIT -B
2	CON300-B8G	DS-300B 8/24P 8G BASE SWITCH

Configuration: CER DR Key 2 YR (Located in Sacramento)

Software:

Quantity	Style	Description
1	CER337095-001	CDI Dorado 4380 Disaster Recovery Key

Configuration: 9840 Tape Maintenance (Located in Santa Ana)

Hardware:

Quantity	Style	Description
2	SUN9840-2RZ	T9840D, FC, DPSW, 2 DRIVE, RACK MT

IV. Decommissioning / De-Installation the Mainframe Dorado System

a. Contractor shall, upon determination upon County's determination mainframe(s) are no longer required, perform decommissioning of equipment. Decommissioning is the complete decommission / de-installation process of all mainframe equipment located at Sheriff's Data Center and Sacramento DR (Disasters Recovery) Data Centers.

b. Contractor shall provide all labor, supplies, tools, transportation (including parking and travel), personal protective equipment (PPE) and all necessary materials, and consumables to perform decommission /

de-installation provided for in this scope of work. Contractor shall also be responsible for providing and supplying any specialized tools or equipment. Contractor shall not have access to any County owned tools, materials, or equipment.

c. Contractor shall perform the following decommission / de-installation processes:

1. De-install and removal of Orange County Sheriff's Department (Santa Ana) Unisys Dorado D4380 complex
   - Services: Data Erasure
   - VNX 5200 Production Security Data Clear
   - VNX 5200 DR Security Data Clear
   - Remove entire complex from OCSD Data Center
   - Remove entire complex from Sacramento DOJ Data Center

2. De-install and removal of Sacramento Unisys Dorado D4380 complex
   - Services: Data Erasure
   - VNX 5200 Production Security Data Clear
   - VNX 5200 DR Security Data Clear
   - Remove entire complex from OCSD Data Center
   - Remove entire complex from Sacramento DOJ Data Center

3. De-Installation Services Process Details:
   - De-Install Equipment at Orange County Sheriff's Department (Santa Ana) Data Center
   - Erase all data from System internal storage areas
   - DOJ (Department of Justice): Secure WIPE of all Data Storage areas on VNX 5200 subsystems. Contractor shall comply with instructions contained within U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Security Policy: Version 5.9 06/01/2020 CJISD-ITS-08140-5.9, Paragraphs 5.8.3 Digital Media Sanitazion and Disposal, 5.8.4 Disposal of Physical Media. https://www.fbi.gov/file-repository/cjis_security_policy_v5-9_20200601.pdf/view
   - Un-cable all components within the Main Server Rack
   - Remove all three (3) racks and equipment
   - Un-cable all components of the Main Dorado Systems Rack
   - Un-cable all components within the attached VNX5200 Rack
   - Remove and dispose all three (3) racks from the Data Center Floor.
   - Remove all equipment and racks from BGB Facility and Transport them to a recycling location.

4. De-Install Equipment at Department of Justice (DOJ), Sacramento (DR) Data Center
   - Erase all data from System internal storage areas
   - DOJ (Department of Justice) Secure WIPE of all Data Storage areas on VNX 5200 subsystems. Contractor shall comply with instructions contained within U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Security Policy: Version 5.9 06/01/2020 CJISD-ITS-08140-5.9, Paragraphs 5.8.3 Digital Media Sanitazion and Disposal, 5.8.4 Disposal of Physical Media. https://www.fbi.gov/file-repository/cjis_security_policy_v5-9_20200601.pdf/view
   - Un-cable all components within the Main Server Rack
   - Remove all three (3) racks and equipment
   - Un-cable all components of the Main Dorado Systems Rack

- Un-cable all components within the attached VNX5200 Rack
- Remove and dispose of all three (3) racks from the Data Center Floor.
- Remove all equipment and racks from Sacramento Facility and Transport them to a recycling location.

5. Disposal of Decommissioned / De-installed Mainframes

d. Contractor shall perform the following steps during the disposal of Decommissioned / De-installed Mainframes:

1. Prior to removal of mainframe equipment (All Locations) Contractor shall photograph each rack providing pictures of individual asset tags and equipment serial numbers. Contractor shall forward picture to County's project manager via electronic mail. Contractor shall remove all asset tags from equipment and return to County's project manager.

2. Contractor's fees for Decommissioning / De-installing of Mainframes shall be inclusive of all cost for haul away and recycling. This shall be performed at no additional cost to County.

3. County owned mainframe equipment have no value other than scrap metal. Contractor shall provide County copies of invoices stating the name(s) and location(s) of facilities accepting mainframe equipment for recycling.

V. Delivery Locations

a. Contractor shall coordinate all services with County's project manager at the following locations:

County of Orange
Sheriff-Coroner Department/Technology Division - Information Services Bureau
320 N. Flower Street, 3rd Floor
Santa Ana, CA 92703
Attn: Jerry Soto
Email: jsoto@ocsd.org
(714) 834-6706

California Department of Justice (DOJ)
4949 Broadway
Sacramento, CA 95820

b. Contractor's personnel shall comply with all County requirements regarding the wearing of personal protective equipment (PPE) while on site.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services as set forth in Attachment A, "Scope of Work".

   The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment 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. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

   a. County shall pay the following fees for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services.

Item No.	Description	U/M	Year 1	Year 2	*Extended Pricing. Two (2) Year Bundle
01	Maintenance Level (HW and SW): *Hardware Support* • 24 x 7 Coverage with either a 4- hour response time or a 1-hour emergency response time • Hardware Replacement • Hardware Repairs • Hardware Break-Fix • Hardware Code Errors *Software Support* • 24 x 7 Coverage with either a 4- hour response time or a 1-hour emergency response time • Software Errors and Updates • Software Licensing	Annual	Included in cost below	Included in cost below	
02	D4380 Production		$698,196	$104,490	$802,686
03	D4380 Development		$318,290	$63,369	$381,659
04	VNX5200 Production		$25,830	$27,895	$53,725
05	VNX5200 DR		$25,830	$27,895	$53,725
06	LTO6 Drives Production		$5,382	$5,813	$11,195

07	LTO6 Drives DR	$5,382	$5,813	$11,195
08	Brocade Switch Production	$892	$964	$1,856
09	Brocade Switch DR	$892	$964	$1,856
10	DR Key	$ -	$63,554	$63,554
11	9840 Tape - Estimate	$23,332	$25,665	$48,997
12	Subtotal	$1,104,026	$326,422	$1,430,448
13	Orange County Sales Tax and District Taxes (if applicable)	$ N/A	$ N/A	$ N/A
14	Total	$1,104,026	$326,422	$1,430,448

* Includes cost of software license. All freight, delivery, shipping and handling charges are included in the unit cost. All prices are F.O.B. destination.

b. County shall pay the following fees for the Decommissioning / De-Installation of the Dorado Mainframe System.

Item No.	Description	Location	Pricing
15	Decommissioning / De-Installation the Mainframe Dorado System.	County of Orange Sheriff-Coroner Department/ Technology Division -Information Services Bureau	$20,800
16	Decommissioning / De-Installation the Mainframe Dorado System.	California Department of Justice (DOJ), DR (Disasters Recovery) Data Centers - Sacramento	$20,800

Total Contract amount shall not exceed $1,472,048 for the initial two (2) year term.

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

4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County du ring the term of this Contract not otherwise specified and provided for within this Contract.

5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. Payment Terms: Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. 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 and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

   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.

   In accordance with Paragraph F, Acceptance Payment, 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.

   a. Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services

      Payment In Advance: Invoices submitted for the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services shall be paid in advance. In the event the Contractor is terminated for any reason, County shall immediately receive one/twenty-fourth (1/24) of all prepaid Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services (as listed in this contract) for each month or portion thereof remaining for the applicable Contract year as listed in this Contract.

   b. Decommissioning / De-Installation of the Dorado Mainframe System.

      Payment in Arears: Invoices submitted for the Decommissioning / De-Installation of the Dorado Mainframe System shall be paid in arears following acceptance and satisfactory completion of work performed by the contractor.

7. 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.

8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

   a. Contractor's name and address
   b. Contractor's remittance address, if different from 1 above
   c. Contractor's Taxpayer ID Number
   d. Name of County Agency/Department
   e. Delivery/service address
   f. Master Agreement (MA) or Purchase Order (PO) number
   g. Agency/Department's Account Number
   h. Date of invoice
   i. Product/service description, quantity, and prices
   j. Sales tax, if applicable
   k. Freight/delivery charges, if applicable

l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department / Technology Division
320 N. Flower Street
Santa Ana, CA. 92703
Attn: Bonnie Blackburn
Ph: 714-834-3184
Email: bblackburn@ocsd.org

9. Payment (Electronic Funds Transfer (EFT)
The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

AMENDMENT NUMBER ~~ONE~~ TWO
TO
CONTRACT MA-060-21010542
BETWEEN THE
COUNTY OF ORANGE
AND
COMPUTER DEDUCTIONS, INC.

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-21010542 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff's Department (hereinafter "COUNTY") and Computer Deductions, Inc. (hereinafter "CONTRACTOR") with a place of business at 8660 Greenback Lane, Suite 210, Orangevale, CA. 95662 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services on November 18, 2020, for a two (2) year term of December 1, 2020 through and including November 30, 2022 in a not to exceed amount of $1,472,048, renewable for three (3) additional one-year terms (hereinafter "ORIGINAL CONTRACT"); and

~~WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of December 1, 2022 through and including November 30, 2023 in a not to exceed amount of $736,024 and the CONTRACTOR has agreed to continue to provide those goods/services at the rates set forth in the ORIGINAL CONTRACT;~~

WHEREAS, CONTRACTOR provided a replacement Unisys Dorado Mainframe server, including Hardware and Software (OS) and associated Extended Maintenance and Support, Unisys Implementation, and CDI Professional Services ("Dorado Server Upgrade"), in the amount of $804,107; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of December 1, 2023 through and including November 30, 2024 in a not to exceed amount of $641,961.00.00 and to amend Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions in their entirety, and the CONTRACTOR has agreed to continue to provide those goods/services at the rates set forth in the ORIGINAL CONTRACT;

WHEREAS, CONTRACTOR has requested that full payment be made directly to Unisys Corp, as the OEM /supplier of the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services;

NOW THEREFORE**,** in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section 2, Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 12/1/2020 through and including ~~11/30/2023~~ 11/30/2024, unless otherwise terminated by COUNTY.

b. Additional Terms and Conditions, Section 3 – Renewal, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for ~~two (2)~~ One (1) additional one (1) year term~~s~~. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

~~c. Attachment B, Compensation and Pricing Provision, Section 2. Fees and Charges of the ORIGINAL CONTRACT is amended in part as follows:~~

~~Contract shall not exceed $736,024 for the term of 12/1/2022 through and including 11/30/2023.~~

c. Attachment A, Scope of Work is amended in its entirety to read as follows:

I. Purpose

This Scope of Work defines the work to be performed by the Contractor responsible for the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services for two (2) servers, one (1) at the Sheriff-Coroner Department (Sheriff's) Jail and Warrants System located in the Sheriff's data center, 320 N. Flower St., Santa Ana, CA 92703, and one (1) located at California Department of Justice (DOJ), 4949 Broadway, Sacramento, CA 95820. This extended maintenance and support services is crucial in maintaining vital applications and databases for data capturing, accessibility, and tracking within the following areas: automatic jail system (AJS), automatic warrant services system (AWS), local arrest records system (LARS), departmental report indexes (DRI), juvenile contact index (JCI), and message switcher system.

The Contractor shall be responsible for furnishing all personnel, equipment, material, supplies, support, and management and shall perform all functions necessary to maintain the hardware and software of the Sheriff's Jail and Warrants System Server and DOJ Server as set forth in this Scope of Work.

II. Contractor shall provide County the following:

a. Support Center Services: Contractor shall provide assistance by electronic or voice communication to resolve problems with either hardware or software. Contractor shall also provide corrections (e.g., updates, patches, error notifications, etc.) to known problems through off-site and on-site service.

1. Software On-Call Support: Contractor shall provide on-site support if County determines that a software problem remains unresolved and on-site assistance is

required.

2. Electronic On-Site Services: Contractor shall allow Support Center to receive system data from site and perform remote failure analysis.

3. Support Center Guaranteed Response: Contractor shall have a client service representative on site within four (4) hours after receiving any non-emergency call from the County. Contractor shall have a client service representative on site within one (1) hour after receiving any call determined by the County to be an emergency. Support is to be provided on a 24 x 7 (24 hours a day, 7 days a week) basis.

b. Essential Engineering Changes: Contractor shall provide changes for safety purposes as determined by the County, to be essential to the operation of equipment.

c. User Communication Services: Contractor shall provide a means to quickly and efficiently report suspected software problems or suggest new features to future releases of program products.

d. Hardware Replacement, Repairs and Break-Fix.

e. Hardware Code Fix.

f. Software Errors and Updates.

g. Software Licensing, including remedying any issues therewith.

h. Maintenance Level (HW – Hardware and SW-Software) 24 x 7 (24 hours a day, 7 days a week) support with 4 hour response time (and 1 hour emergency response time) for two (2) years for the equipment listed in section below.

i. Contractor must retain certification as a Unisys Value Added Reseller (VAR).

III. Hardware and Software

Extended maintenance and support services shall include all hardware, software and incidental tools or equipment required to provide a fully functional Sheriff's Jail and Warrants System Server and California Department of Justice (DOJ) Server. Extended warranty and maintenance shall be for the following hardware and software:

Qty	Style	Description
Configuration: OCSD – D4580 Software Extension 12Mo		
Software		
1	DOR4580 SW	Dorado 4580 HA System - SW
1	CSS2458019-001	IOE:Dorado 4580 GP SW REL 19 - 10 MIPS Base
5	CMS2458019-001	IOE:Dorado 4580 GP - Addl 10 MIPS to 10 MIPS Base
1	CSL24580-006	IE:Dorado 4580 GP Image Enabler 60 MIPS
1	CSP2120-BSL	SYS MGT:TQ BASELINE ABS
1	CS2020-BSL	OS 2200 Baseline Group 20 License
1	CSP2120-MSM	SYS MGT:TQ MSMANAGER

1	CS2020-MSM	OS 2200 MSManger Group 20 License
1	CSW20-SAU	SYS MGT:TQ SAUTILITIES
1	CS20-SAU	OS 2200 SAUtilities License
1	CSP2120-FOR	CMPLR:FORTRAN ASCII MX
1	CSP2120-FTX	COM SW:CPFTP
1	CSP2120-OCB	CMPLR: UCS COBOL 85 (UCOB) Group 20
1	CSP2120-ASC	CMPLR:COBOL ASCII MX
1	CSP2120-DFP	CMPLR:DFP MX
1	CSP2120-DDP	COM SW:DDP-FJT MX
1	CSW20-BLD	UTIL SW:BUILD CPX
1	CSP2120-DMQ	DATAMGT:NET DB W/ OPEN ACCESS
1	CSP2120-SMN	SYS MGT:TQ SIMAN
1	CS2020-SMN	OS 2200 SIMAN Group 20 License
1	CSP2120-CUL	SYS MGT:TQ CULL
1	CS2020-CUL	OS 2200 CULL Group 20 License
1	CSP2120-IAC	SYS MGT:TQ IACULL
1	CS2020-IAC	OS 2200 IAC Group 20 License
1	CSP2120-LA1	SYS MGT:LA MX
1	CS2020-LA1	OS 2200 LA Group 20 License
1	CSP2120-MSR	SYS MGT:MSAR MX
1	CS2020-MSR	OS 2200 MSAR Group 20 License
1	CSP2120-OSM	SYS MGT:OSAM MX
1	CS2020-OSM	OS 2200 OSAM Group 20 License
SSU		
1	CSU24580-001	SUBSCRN:Dorado 4580 GP - 10 MIPS Base Rate
5	CMU24580-001	SUBSCRN:Dorado 4580 GP - Addl 10 MIPS to 10 MIPS Base
Software Maintenance		
1	Year 1	Maintenance Level (HW and SW), 24x7 4-Hour response
Configuration: EOM – DDU SSU & Maint Extension 12Mo		
Software		
1	DSS2150-ENT	FILE MGT:EOM 15 Enterprise Edition
1	DSS5150-ADM	FILE MGT:EOM 15 DDA Designer/Web Assistant
SSU		
1	DSU200-ENT	SUBSCRN: EOM ENTERPRISE EDITION SUBSCRIPTION
1	DSU500-ADM	SUBSCRN: EOM DDA DESIGNER/WEB ASSISTANT SUBSCRIPTION
Software Maintenance		
1	Year 1	Maintenance Level (HW and SW), 24x7 4-Hour response
Configuration: DOR4580 HW Renewal		
Hardware		
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)
6	PWR81601-DOM	LINE CORD NEMA L6-20P
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA
1	DSH600015-TBT	CABLE:TW PAR 10BAST,15M
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)

1	MON21901-LCD	DISPLAY:22 Black
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC
1	DSH600015-TBT	CABLE:TW PAR 10BAST,15M
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)
6	PWR81601-STV	G2 Power Strip , 8 sockets; 16 AMP
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA
1	DOR1-WS	WRKST: OS 2200 Platform Workstation
1	CPF4221-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC
1	DOR4580	Dorado 4580 HA System with one OS 2200 Partition
16	CBL17104-5	Cable: 5M Fiber OM4 10GbE 50/125 LC-LC
16	CBL10-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 10M
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)
1	MON21901-LCD	DISPLAY:22 Black
4	LCP12510-USC	PWR CORD - US/CANADA 125V
1	DOR4580	Dorado 4580 HA System with one OS 2200 Partition
1	DOR1-WS	WRKST: OS 2200 Platform Workstation
Software		
2	WND2019016-STB	Windows Server 2019 STD OEM 16-core English DVD
Hardware Maintenance		
1	Year1	Maintenance Level (HW and SW), 24x7 4-Hour response
Software Maintenance		
1	Year1	

IV. Delivery Locations

a. Contractor shall coordinate all services with County's project manager at the following locations:
County of Orange
Sheriff-Coroner Department/Technology Division - Information Services Bureau
320 N. Flower Street, 3rd Floor
Santa Ana, CA 92703
Attn: Dorian Baxter
Email: dbaxter@ocsheriff.gov
(714) 834-6706

b. Contractor's personnel shall comply with all County requirements regarding the wearing of personal protective equipment (PPE) while on site.

d. Attachment B, Compensation and Pricing Provision, Section 2. Fees and Charges of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

F. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

a. County shall pay the following fees for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services.

Qty	Style	Description	Unit Price	Ext Price
Configuration: OCSD – D4580 Software Extension 12Mo			**Grand Total**	**593,488.00**
Software				
1	DOR4580 SW	Dorado 4580 HA System - SW		
1	CSS2458019-001	IOE:Dorado 4580 GP SW REL 19 - 10 MIPS Base	42,325	42,325
5	CMS2458019-001	IOE:Dorado 4580 GP - Addl 10 MIPS to 10 MIPS Base	42,325.20	211,626
1	CSL24580-006	IE:Dorado 4580 GP Image Enabler 60 MIPS	71,568	71,568
1	CSP2120-BSL	SYS MGT:TQ BASELINE ABS	0	0
1	CS2020-BSL	OS 2200 Baseline Group 20 License	6,116	6,116
1	CSP2120-MSM	SYS MGT:TQ MSMANAGER	0	0
1	CS2020-MSM	OS 2200 MSManger Group 20 License	3,375	3,375
1	CSW20-SAU	SYS MGT:TQ SAUTILITIES	0	0
1	CS20-SAU	OS 2200 SAUtilities License	2,740	2,740
1	CSP2120-FOR	CMPLR:FORTRAN ASCII MX	10,458	10,458
1	CSP2120-FTX	COM SW:CPFTP	12,857	12,857
1	CSP2120-OCB	CMPLR: UCS COBOL 85 (UCOB) Group 20	8,963	8,963
1	CSP2120-ASC	CMPLR:COBOL ASCII MX	11,952	11,952
1	CSP2120-DFP	CMPLR:DFP MX	1,046	1,046
1	CSP2120-DDP	COM SW:DDP-FJT MX	6,723	6,723
1	CSW20-BLD	UTIL SW:BUILD CPX	52	52
1	CSP2120-DMQ	DATAMGT:NET DB W/ OPEN ACCESS	10,392	10,392
1	CSP2120-SMN	SYS MGT:TQ SIMAN	0	0
1	CS2020-SMN	OS 2200 SIMAN Group 20 License	9,323	9,323
1	CSP2120-CUL	SYS MGT:TQ CULL	0	0
1	CS2020-CUL	OS 2200 CULL Group 20 License	986	986
1	CSP2120-IAC	SYS MGT:TQ IACULL	0	0
1	CS2020-IAC	OS 2200 IAC Group 20 License	1,378	1,378
1	CSP2120-LA1	SYS MGT:LA MX	0	0
1	CS2020-LA1	OS 2200 LA Group 20 License	4,254	4,254
1	CSP2120-MSR	SYS MGT:MSAR MX	0	0
1	CS2020-MSR	OS 2200 MSAR Group 20 License	3,362	3,362
1	CSP2120-OSM	SYS MGT:OSAM MX	0	0
1	CS2020-OSM	OS 2200 OSAM Group 20 License	4,855	4,855
SSU				
1	CSU24580-001	SUBSCRN:Dorado 4580 GP - 10 MIPS Base Rate	7,936	7,936

5	CMU24580-001	SUBSCRN:Dorado 4580 GP - Addl 10 MIPS to 10 MIPS Base	10,172.60	50,863
Software Maintenance				
1	Year 1	Maintenance Level (HW and SW), 24x7 4-Hour response	110,337.00	110,337.00
Configuration: EOM – DDU SSU & Maint Extension 12Mo				**7,547.00**
Software				
1	DSS2150-ENT	FILE MGT:EOM 15 Enterprise Edition	0.00	0.00
1	DSS5150-ADM	FILE MGT:EOM 15 DDA Designer/Web Assistant	0.00	0.00
SSU				
1	DSU200-ENT	SUBSCRN: EOM ENTERPRISE EDITION SUBSCRIPTION	2,838.00	2,838.00
1	DSU500-ADM	SUBSCRN: EOM DDA DESIGNER/WEB ASSISTANT SUBSCRIPTION	1,249.00	1,249.00
Software Maintenance				
1	Year 1	Maintenance Level (HW and SW), 24x7 4-Hour response	3,460.00	3,460.00
Configuration: DOR4580 HW Renewal				**40,926.00**
Hardware				
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	0.00	0.00
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	0.00	0.00
6	PWR81601-DOM	LINE CORD NEMA L6-20P	0.00	0.00
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	0.00	0.00
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	0.00	0.00
1	DSH600015-TBT	CABLE:TW PAR 10BAST,15M	0.00	0.00
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	0.00	0.00
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	0.00	0.00
1	MON21901-LCD	DISPLAY:22 Black	0.00	0.00
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	0.00	0.00
1	DSH600015-TBT	CABLE:TW PAR 10BAST,15M	0.00	0.00
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	0.00	0.00
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	0.00	0.00
6	PWR81601-STV	G2 Power Strip , 8 sockets; 16 AMP	0.00	0.00
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	0.00	0.00
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	0.00	0.00
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	0.00	0.00
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	0.00	0.00
1	DOR1-WS	WRKST: OS 2200 Platform Workstation	0.00	0.00
1	CPF4221-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips	0.00	0.00

1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	0.00	0.00
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	0.00	0.00
1	DOR4580	Dorado 4580 HA System with one OS 2200 Partition	0.00	0.00
16	CBL17104-5	Cable: 5M Fiber OM4 10GbE 50/125 LC-LC	0.00	0.00
16	CBL10-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 10M	0.00	0.00
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	0.00	0.00
1	MON21901-LCD	DISPLAY:22 Black	0.00	0.00
4	LCP12510-USC	PWR CORD - US/CANADA 125V	0.00	0.00
1	DOR4580	Dorado 4580 HA System with one OS 2200 Partition	0.00	0.00
1	DOR1-WS	WRKST: OS 2200 Platform Workstation	0.00	0.00
Software				
2	WND2019016-STB	Windows Server 2019 STD OEM 16-core English DVD	0.00	0.00
Hardware Maintenance				
1	Year1	Maintenance Level (HW and SW), 24x7 4-Hour response	40,330.00	40,330.00
Software Maintenance				
1	Year1		597.00	597.00

* Includes cost of software license. All freight, delivery, shipping and handling charges are included in the unit cost. All prices are F.O.B. destination.

Contract shall not exceed $736,024.00 for the term of 12/1/2023 through and including 11/30/2024.

Assignment of Payment:
Payment shall be made directly to Unisys, as the OEM /supplier of the Dorado Server Upgrade, either by mailing the check to UNISYS CORPORATION 29504 NETWORK PLACE, CHICAGO, IL 60673-1295, or by sending the payment by wire transfer according to the following wire instructions:

BANK: JP Morgan Chase
Bank A/C Name:
UNISYS CORP A/C NO:
200255229
SWIFT CODE:
CHASUS33 ABA
NO:021000021
Attn: Joy Cummando Unisys Credit & Collections Ph: 877-250-6661.

2. All other terms and conditions in this Contract remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ~~ONE~~ TWO to ORIGINAL CONTRACT MA-060-21010542.

Contractor*: Computer Deductions, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: Computer Deductions, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

Contract Summary Form

OC Expediter Requisition# 1594867

Computer Deductions, Inc.

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

See attached excerpt from Amendment Number Two to the Contract with Computer Deductions, Inc., for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services for the contract term of December 1, 2023, through November 30, 2024, in the amount of $641,961, for a new not to exceed amount of $3,654,140.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

a. County shall pay the following fees for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services.

Contract shall not exceed $641,961, for the term of 12/1/2023 through and including 11/30/2024.

BOARD OF SUPERVISORS

MEMORANDUM

RECEIVED
2023 NOV 21 PM 3:52
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

11/21/2023

Jim Grell for DW

Doug Chaffee

To: Robin Steiler, Clerk of the Board

From: Supervisor Doug Chaffee, Fourth District

Subject: Add Supplemental Item to November 28, 2023 Board Meeting Agenda – Appoint Andrew Fahmy to the Orange County Workforce Development Board

S24E

Supervisor Chaffee requests an additional supplemental item to the November 28, 2023 Board of Supervisors agenda to appoint Andrew Fahmy to the Orange County Workforce Development Board to complete the term concurrent with the Supervisor's term of office. The seat was vacated in March of 2023 by Ernest Medrano.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:
Orange County Workforce Development Board

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Andrew — First Name
Middle Name
Fahmy — Last Name

Street Address
City
State
Zip Code

Home Phone Number
Cell Phone Number

Email Address

CURRENT EMPLOYER: Orange County United Way

OCCUPATION/JOB TITLE: Executive Director, United for Financial Security

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

NAME OF COUNTRY OF CITIZENSHIP: United States of America

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)

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

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

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

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

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

As an Orange County native who attended K-12, undergraduate education, got married, purchased my first home, landed my first job all in Orange County - I believe I am uniquely invested in the County's success. My professional focus has been on ensuring community members within OC have the resources and opportunities needed to live and thrive here.

DATE: 11.2.2023 **APPLICANTS SIGNATURE:**

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5

☐ All BOS ☐ BCC Contact Person Name _____

Andrew Fahmy

SENIOR NONPROFIT EXECUTIVE

CONTACT

EDUCATION & TRAINING

OneOC
Nonprofit Management Certificate, 2020

California State University, Fullerton
Bachelor of Arts, Anthropology, 2013

VOLUNTEER HISTORY

Mountain Respite Camp / Community Camp Corporation
Executive Director | June 2015 - Present

- Facilitate camp planning meetings and provide coaching to volunteer peer leaders
- Provide strategic leadership during camp sessions
- Build and maintain partnerships with mental health community agencies to secure sustainable funding

The Raise Foundation
Board Director | April 2023 - Present

Multi-Ethnic Collaborative of Community Agencies (MECCA)
Board Director | June 2023 - Present

OTHER VOLUNTEER HISTORY

- TGR Foundation, Earl Woods Scholar Program Mentor 2019 - 2022
- Pathways of Hope, Hope Committee Member 2018 - 2020
- YMCA Camp Arbolado, Volunteer Camp Director 2011 - 2017

EXECUTIVE SUMMARY

I am a driven, entrepreneurial, and highly motivated strategic thinker seeking a rewarding position where I can utilize my ability to simplify complex tasks to the benefit of others.

WORK HISTORY

Orange County United Way
Executive Director, United for Financial Security | April 2022 - Present

- Develop and manage budgets, workflows and processes; provide reports to staff and Board of Directors on key activities
- Lead and coach team of program managers, consultants, and staff to advance programmatic strategies

Pacific Clinics - Recovery Education Institute
Education Director | June 2021 - April 2022

- Oversee and directly manage the administrative, programmatic, and training functions of the Recovery Education Institute
- Lead and directly supervised all institute staff including, Academic Advisors, Employment Specialists, Administrative Staff, and Faculty

Multi-Ethnic Collaborative of Community Agencies (MECCA)
Director, Partnerships and Program Development | June 2019 - June 2021

- Accountable for various programs overseeing 40 staff across nine organizations and preparing updates for board review
- Spearheaded effort to diversify funding streams, resulting in a $4M budget increase in 22 months
- Implemented fiscal sponsorship program and helped secure $345,000 for the first project - Peer Voices of Orange County

The Olin Group
Operations Manager / FaCT Coordinator | August 2017 - June 2019

The Olin Group

- Managed company operations including drafting contracts, MOUs and service agreements, distributing invoices, and negotiating with vendors

Families and Communities Together (FaCT)

- Facilitated program staff training, marketing, and strategic planning committee meetings servicing 15 FaCT resource centers with over 100 staff
- Directed annual conference planning - increased revenue by 300% and attendees by 50% within 2 years

OTHER PROFESSIONAL EXPERIENCE

- Southern California Regional Manager - Incrediflix Summer Camp & After School Programs 2016 - 2017
- Small Business Ownership - Airport Shuttles and non-emergency medical transportation vehicles 2010 - 2016

BOARD OF SUPERVISORS

MEMORANDUM

Doug Chaffee
Jim Aprill for DW

11/21/2023

To: Robin Steiler, Clerk of the Board

From: Supervisor Doug Chaffee, Fourth District

Subject: Add Supplemental Item to November 28, 2023 Board Meeting Agenda – Appoint George Boutrous to the Orange County Workforce Development Board

S24F

Supervisor Chaffee requests an additional supplemental item to the November 28, 2023 Board of Supervisors agenda to appoint George Boutrous to the Orange County Workforce Development Board to complete the term concurrent with the Supervisor's term of office. The seat was vacated in November 2023 by Steve Curiel.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB

APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:
OC Workforce Development Board

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

APPLICANT NAME AND RESIDENCE ADDRESS:

George — First Name
Nagi — Middle Name
Boutros — Last Name

Street Address
City
State
Zip Code

Home Phone Number
Cell Phone Number

Email Address

CURRENT EMPLOYER: Orange County Business Council

OCCUPATION/JOB TITLE: Government Affairs Manager

BUSINESS ADDRESS

BUSINESS PHONE NUMBER:

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

NAME OF COUNTRY OF CITIZENSHIP: United States of America

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Orange County Business Council	09/23	Present
Orange County Young Republicans	12/22	Present

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

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

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

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

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

As a staff member of Orange County Business Council, it is our mission to see that Orange County continues to lead as the economic engine of the region. Workforce Development is an important factor in maintaining a high quality workforce here in OC, which in turn makes the county an ideal place to work, live, and play.

DATE: October 18, 2023 **APPLICANTS SIGNATURE:** [signature]

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5

☐ All BOS ☐ BCC Contact Person Name _____

Revised 3-29-17

GEORGE N. BOUTROS

WORK EXPERIENCE

Orange County Business Council
September 2023 - Present

Government Affairs Specialist

- Responsible for communicating with OCBC members, and other stakeholders, on policy issues of interest in various sectors of the local economy.
- Tracking and monitoring legislative items as they move through the legislative process.
- Assist with the drafting of letters to convey support or opposition to various policy proposals throughout different levels of government.

Office of Senator Janet Nguyen
January 2023 - September 2023

District Representative

- Represented the Senator throughout the Thirty-Sixth District, providing insight on legislative matters to constituents, local chambers of commerce, and other stakeholders.
- Serving as team lead on several organized events such as community town halls, coffee meet and greets, blood drives, and other specialized events.
- Built partnerships with local officials, entities and organizations to achieve common goals.
- Team lead on the dispersement of communications materials ranging from press releases, bi-weekly newsletters, district-wide e-blasts, social media management, and more.
- Assisted in the development of the district office's internship program.
- Convey the Senator's legislative priorities, and committee assignments, to constituents, and local stakeholders.

Office of Assembly Member Janet Nguyen
April 2021- January 2023

Field Representative

- Oversaw hundreds of constituent cases as their liaison with various state-level agencies.
- Spearheaded several community outreach events such as beach cleanups, press conferences, bicycle safety forums, vaccine clinics, and more.
- Organized event participation for the Assembly Member during local parades, resource fairs, ceremonial events, Thanksgiving food-drives, Christmas toy-drives, and more.
- Built partnerships with local officials, entities and organizations to achieve common goals.
- Prepared communications materials ranging from press releases, bi-weekly newsletters, district-wide e-blasts, social media posts, and more; Primary responsibilities include district-wide newsletter, and management of official social media accounts.

Janet Nguyen for Senate 2022
March 2022 - November 2022

Deputy Campaign Manager

- Assisted in directing volunteers to canvass door-to-door, phone-bank, and write postcards throughout the campaign.
- Contributed to achieving record breaking canvassing metrics amongst Republican campaigns throughout the state of California during the 2022 election cycle.

GEORGE N. BOUTROS

WORK EXPERIENCE

Graystone Public Affairs
August 2018 - December 2020

Operations Manager

- Hired, trained, motivated, and managed several teams of field canvassers effectively and efficiently on over a dozen campaigns; achieving the targeted goals set by our clients.
- Strategized, organized, and executed other special projects and events in order to rally our target audience during critical moments throughout each campaign.
- Organized post-Election Day teams to partake in ballot curing and ballot integrity operations at the Registrar of Voters offices throughout multiple counties.
- Responsible in securing new clientele and executing community outreach contracts.
- Ensured the seamless operation of day-to-day managerial duties company-wide.
- Key campaigns: David Valadao for Congress, 2020; Russ Bogh for Supervisor, 2018.

OPR Communications
October 2017 - September 2018

Intern

- Drafted and edited newsletters, periodical reports, bill analyses, as well as other formal and professional documents.
- Responsible for leading on several community outreach projects for various clients.
- Regularly monitored various media and social media websites in order to track subjects of interest for clientele.
- Reorganized the intern program's daily task-sheet to save approximately 10 hours of payroll per week.

Curt Hagman for Supervisor 2018
April 2018 - June 2018

Volunteer

- Assisted with phone-banking and door-to-door canvassing to rally voters to the polls during the June, 2018 primary election.

EDUCATION

California State University, San Bernardino

Bachelor of Arts, Political Science | Minor in Economics

- Member of Pi Sigma Alpha, Theta Iota Chapter: The National Political Science Honor Society.
- Dean's Honor List recipient.

SKILLS & ABILITIES

Professional

- Microsoft Office
- Adobe InDesign
- Google Analytics & Suite

Interpersonal

- Strategic competence
- Tact and diplomacy
- Team leadership and management
- Event facilitation and organization

References available upon request.

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS-2
November 28, 2023

MEMORANDUM

November 16, 2023

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, November 28, 2023, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *John Doe (No.0136) v. County of Orange, et al.*, Orange County Superior Court Case No. 30-2022-01286908.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS-3
November 28, 2023

MEMORANDUM

November 20, 2023

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, November 28, 2023, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *Tomasa Noriega v. Orange County Sheriff's Department*
> Orange County Superior Court Case No. 30-2022-01249901.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS-4
November 28, 2023

MEMORANDUM

November 22, 2023

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, November 28, 2023, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL –
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *William Buck Johns and Elizabeth Colleen Johns, as co-trustees of the Johns Living Trust dated August 13, 2007, et al. v. County of Orange,*
> Orange County Superior Court Case No. 30-2022-01281155.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO