



**WIA COST REIMBURSEMENT AGREEMENT  
COUNTY OF ORANGE**

FUNDING SOURCE: \_\_\_\_\_ AGREEMENT #: \_\_\_\_\_

THIS AGREEMENT, between the County of Orange, hereinafter referred to as "COUNTY" and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR," consists of fifty (50) sections and the following ten (10) exhibits: **A.** General Program Requirements, **B.** Statement of Work, **C.** Performance Standards, **D.** Budget Schedule, **E.** Drug Free Workplace Certification, **F.** Suspension & Debarment Certification **G.** Certification Regarding Lobbying, **H.** Disclosure Form to Report Lobbying, **I.** Child Support Enforcement Provision (for-profit providers only), and **J.** EDD Independent Operator Reporting Requirements.

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**SIGNATURES**

**EXHIBITS**

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

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

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

**WHEREAS**, COUNTY, by Minute Order dated \_\_\_\_\_, a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in the amount of \$\_\_\_\_\_to engage CONTRACTOR to carry out certain program services;

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

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

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

**TERM**

1. The term of this Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ subject to the provisions of Sections 16, 40 and 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and DIRECTOR may mutually agree in writing to extend the term of this Agreement up to an including a period of one year, provided that COUNTY's

1 maximum obligation as stated in Subparagraph 19 of this Agreement does not increase as a result and all  
2 other terms and conditions of this Agreement remain the same.

3 **PURPOSE**

4 2. The purpose of the program funded by this Agreement is to provide workforce investment  
5 activities that increase employment, retention, earnings and occupational skill attainment through local  
6 workforce investment systems to those seeking employment and youth. Additionally, this program is  
7 funded to increase the effectiveness of local and regional business through business improvement &  
8 development activities, job matching, and other services. All services will improve the quality of the  
9 workforce and enhance the productivity and competitiveness of Orange County and the Nation.  
10 CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

11 **COMPLIANCE WITH LAW**

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

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

16 (b) All applicable standards and orders and requirements issued under Section 306 of the  
17 Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in  
18 contracts in excess of \$100,000.

19 (c) CONTRACTOR shall comply with such mandatory standards and policies relating to  
20 energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of  
21 Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now  
22 exist or be hereafter amended.

23 (d) All applicable State statutes, regulations, policies, procedures and directives;

24 (e) All applicable COUNTY policies, procedures and directives;

25 (f) All applicable local ordinances and requirements, including use permits and licensing;

26 (g) Court orders applicable to CONTRACTOR'S operations; and

(h) The terms and conditions of this Agreement.

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

#### 4 **STATEMENT OF WORK**

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

#### 9 **SERVICES**

10 5. CONTRACTOR agrees that those specific program components to be performed by  
11 CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring,  
12 include, but are not limited to, those set forth in Exhibits "A", "B" and "C", which are attached hereto and  
13 incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees  
14 performance of all of the specific program components and service levels listed in Exhibits "A", "B" and  
15 "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B" or "C" may, in addition to  
16 those remedies set forth in Section 40 of this Agreement, constitute grounds for COUNTY to reduce the  
17 level of payment otherwise provided under Section 19 (c) of this Agreement or to reduce the payment level  
18 and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement.  
19 Reductions in an amount up to 10% of the total contract may be made by DIRECTOR. Any reduction over  
20 10% shall occur only as a result of action of COUNTY's Board of Supervisors upon recommendation by  
21 DIRECTOR.

#### 21 **MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

22 6. The parties hereto agree that those program components, service levels, and line-item budget  
23 information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement of the  
24 DIRECTOR and CONTRACTOR so long as the total payments under this Agreement are not increased  
25 and the basic goals and objectives of the program are not altered.

1                   **INSTRUCTORS**

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

8                   **PERFORMANCE STANDARDS**

9                   8. CONTRACTOR shall comply with and adhere to the performance accountability standards and  
10 general program requirements described in Sections 136 (Performance Standards) and 195 (General  
11 Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C".

12                   **PLANS AND PROCEDURES**

13                   9. CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement.  
14 CONTRACTOR shall also comply with all applicable parts of COUNTY'S WIA Policies and Procedures for  
15 recruitment, intake, assessment and referral, copies of which are available from DIRECTOR. Said  
16 Policies and Procedures may be modified by DIRECTOR upon ten (10) days written notice to  
17 CONTRACTOR.

18                   **SATISFACTORY WORK**

19                   10. Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR.  
20 COUNTY'S staff will interpret all reports and determine the quality, acceptability and progress of the  
21 services rendered in accordance with the Performance Criteria listed in Exhibit "C".

22                   **REPORTS**

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

1                   **NO SUPPLANTATION**

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

9                   **INDEPENDENT CONTRACTOR**

10                  13. CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall  
11 be wholly responsible for the manner in which it performs the services required of it by the terms of this  
12 Agreement. Nothing herein contained shall be construed as creating the relationship of employer and  
13 employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S  
14 agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees  
15 or agents as they relate to services to be provided during the course and scope of their employment.

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

18                   **ASSIGNMENT**

19                  14. CONTRACTOR shall neither delegate its duties or obligations nor assign its rights with respect  
20 to this Agreement, either in whole or in part. Any such attempted delegation or assignment shall be void.  
21 The transfer of assets in excess of ten (10) percent of the total assets of CONTRACTOR, or any change in  
22 the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a  
23 result of such transfer, shall be deemed an assignment of benefits under the terms of this Agreement and  
24 shall be void.

25                   **SUBCONTRACTS**

26                  15. CONTRACTOR shall not subcontract for services under this Agreement without the prior  
written consent of DIRECTOR. If DIRECTOR consents in writing to a subcontract, in no event shall the  
subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. DIRECTOR may

1 refuse to pay obligations incurred under any subcontract that does not comply with the terms of this  
2 Agreement. All subcontracts must be in writing and copies of same shall be provided to DIRECTOR within  
3 thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision DIRECTOR  
4 may require.

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

### 11 **CONTINGENCY OF FUNDS**

12 16. CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are  
13 contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of  
14 CONTRACTOR'S expenditures, and inclusion of sufficient funds for the services hereunder in the budget  
15 approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or  
16 operation. In the event that such funding is terminated or reduced, DIRECTOR may immediately  
17 terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without  
18 penalty. The decision of DIRECTOR shall be binding on CONTRACTOR. DIRECTOR shall provide  
19 CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply  
20 with DIRECTOR'S decision.

### 21 **BUDGET SCHEDULE**

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

### 25 **MODIFICATION OF BUDGET SCHEDULE**

26 18. The BUDGET SCHEDULE consists of the following budget categories: Salary and Benefits,  
Operations, Equipment, Travel, Supportive Services, Consultant/Subcontract, Participant Wages,  
Employer Reimbursements, Participant Training Costs, and Profit. Upon written approval of DIRECTOR,

1 CONTRACTOR shall have the authority to transfer allocated program funds from one category of the  
2 overall program budget to any other category of the overall program budget, as long as the amount of the  
3 total grant is not increased and the basic goals and objectives of the program are not altered. No such  
4 transfer may be made without the express prior written approval of DIRECTOR. A modification of the  
5 BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget  
6 Modification by DIRECTOR includes approval of the new Budget Category.

### 7 **PAYMENTS BY COUNTY**

8 19. CONTRACTOR agrees that any and all funds received under this Agreement shall be  
9 disbursed or encumbered on or before \_\_\_\_\_, and that any and all funds remaining  
10 as of \_\_\_\_\_, which have not been disbursed or encumbered shall be returned by  
11 CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the  
12 Agreement in accordance with paragraph 42. No expense of CONTRACTOR will be reimbursed by  
13 COUNTY if incurred after \_\_\_\_\_. No CONTRACTOR expenses shall be paid if  
14 billing is received by COUNTY after \_\_\_\_\_.

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

17 (a) Monthly Payments. Beginning \_\_\_\_\_, upon receipt and  
18 approval by HCS/Special Programs Division (SPD) of CONTRACTOR'S invoice showing the prior month's  
19 actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR'S  
20 invoice so long as the total payments under this Agreement do not exceed \$\_\_\_\_\_.

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

24 (c) Invoices. CONTRACTOR shall provide to HCS/SPD monthly invoices by the 20<sup>th</sup> day  
25 following the month being reported. CONTRACTOR shall submit invoices to HCS/SPD.  
26 CONTRACTOR'S invoices shall show the most up to date costs chargeable to the program(s) referenced  
in this Agreement. If CONTRACTOR'S expenditures for any program referenced in this Agreement fall  
below 20% of planned expenditures for any cumulative period commencing from the beginning of the term

1 of this Agreement, CONTRACTOR may be subject to a reduction in funding. No payments will be  
2 authorized if any preceding month's reports or invoices have not been received.

### 3 **FISCAL ACCOUNTABILITY**

4 20. (a) Financial Management System. CONTRACTOR shall establish and maintain a sound  
5 financial management system, based upon generally accepted accounting principles. CONTRACTOR'S  
6 system shall provide fiscal control and accounting procedures that will include the following:

- 7 (1) Information pertaining to subgrant and contract awards, obligations, unobligated  
8 balances, assets, expenditures, and income;
- 9 (2) Effective internal controls to safeguard assets and assure their proper use;
- 10 (3) A comparison of actual expenditures with budgeted amounts for each subgrant and  
11 contract;
- 12 (4) Source documentation to support accounting records; and
- 13 (5) Proper charging of costs and cost allocation.

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

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

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

- 23 (1) the Act;
- 24 (2) 20 C.F.R. Part 667; and
- 25 (3) State implementing legislation.

1                   **PROGRAM INCOME**

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

5                   **PELL GRANTS/HEA TITLE IV**

6                   22. If CONTRACTOR provides any services under this Agreement to applicants for or recipients of  
7 Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate  
8 with DIRECTOR in coordinating these grants and awards with WIA funding in accordance with 20 C.F.R.  
9 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform DIRECTOR in writing of the amounts  
10 and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to  
11 each WIA participant under this Agreement.

12                   **ANNUAL AUDIT**

13                   23. CONTRACTOR shall arrange independently for an audit performed by a Certified Public  
14 Accountant that includes WIA funds received from COUNTY, in accordance with the Act and 20 C.F.R.  
15 Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY  
16 within thirty (30) days after the date received by CONTRACTOR.

17                   **ACCESS AND RECORDS**

18                   24. (a) Access. COUNTY, the State of California and the United States Government and/or their  
19 representatives, shall have access, for purposes of monitoring, auditing, and examining, to  
20 CONTRACTOR'S activities, books, documents and papers (including computer records and emails) and  
21 to records of CONTRACTOR'S subcontractors, consultants, contracted employees, bookkeepers,  
22 accountants, employees and participants related to this Agreement. Such agencies or representatives  
23 shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site  
24 monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning  
25 employees and participants and entering any premises or onto any site in which any of the services or  
26 activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept.  
CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3)  
days after receipt of written demand by DIRECTOR which shall be deemed received upon date of

1 sending. In the event CONTRACTOR does not make the above-referenced documents available within  
2 the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses  
3 incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records  
4 and books of account are maintained.

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

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

#### 14 **FRAUD**

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

#### 16 **MODIFICATIONS/CHANGE ORDERS**

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

1 executed. Modifications in excess of 10% of the original Agreement price, and modifications that  
2 materially alter either of the parties' obligations hereunder must be approved by the COUNTY'S Board of  
3 Supervisors.

4 CONTRACTOR and DIRECTOR shall make a good faith effort to reach an agreement with respect  
5 to change orders, which affect the price of services under the Agreement. CONTRACTOR'S protest or  
6 failure to agree to the amount of any adjustment to be made as a result of a change order shall be a  
7 dispute for which an appeal may be made pursuant to Section 41 of this Agreement. Notwithstanding the  
8 foregoing, the price of services under this Agreement shall not be increased except by written modification  
9 of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties  
10 reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the  
11 change order beyond the limitation of funds established within this Agreement.

12 (b) CONTRACTOR may request changes in the scope of performance or services under this  
13 Agreement, by submitting a written request to DIRECTOR describing the request and its impact on  
14 CONTRACTOR'S Proposal, Statement of Work and budget schedule. DIRECTOR will review the request  
15 and respond in writing within ten (10) business days. Requests shall be reviewed in light of all Special  
16 Programs Division program activities. DIRECTOR'S decision whether to approve the request or request  
17 Board of Supervisors' approval shall be final. DIRECTOR may approve a request that meets all of the  
18 following criteria:

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

24 Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy  
25 all of the criteria listed above.  
26

1                   **PARTICIPANTS**

2                   27. (a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who  
3 participate in the activities and services funded by this Agreement ("participants") in accordance with the  
4 standards and requirements of the Act, including Section 181 of the Act.

5                   (b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in  
6 the Act, including Section 181 of the Act, and all other applicable codes and regulations.

7                   (c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint  
8 Handling Procedures" under the WIA Act, a copy of which is available from the DIRECTOR.  
9 CONTRACTOR shall advise participants of their right to file complaints under the Act and of the  
10 procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY'S procedures for  
11 handling complaints which is available from the DIRECTOR alleging a violation of the Act, regulations,  
12 grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal  
13 government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

13                   (d) Nondiscrimination and Compliance Provisions

14                   (1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity  
15 provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the  
16 Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age  
17 Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the  
18 Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order  
19 11246, as amended; and with all applicable requirements imposed by or pursuant to regulations or  
20 Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United  
21 States, the State of California and COUNTY have the right to seek judicial enforcement of this  
22 requirement.

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

1 (3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall  
2 not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion,  
3 color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical  
4 condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will  
5 they unlawfully discriminate, harass or allow harassment against any employee or applicant for  
6 employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age,  
7 mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status,  
8 denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation  
9 and treatment of employees and applicants for employment are free from such discrimination and  
10 harassment.

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

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

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

### 19 **CONFIDENTIALITY**

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

26 (b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer  
staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with  
CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of

1 any and all materials and information with which they may come into contact, or the identities or any  
2 identifying characteristics or information with respect to any and all participants referred to CONTRACTOR  
3 by COUNTY, except as may be required to provide services under this Agreement or to those specified in  
4 this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such  
5 audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the  
6 administration of this Agreement, and as otherwise permitted by law.

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

### 9 **EQUIPMENT**

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

18 CONTRACTOR further agrees to the following:

19 To maintain all items of Capital Equipment in good working order and condition, except for normal  
20 wear and tear.

21 To label all items of Capital Equipment, do periodic inventories as required by DIRECTOR and to  
22 maintain an inventory list showing where and how the Capital Equipment is being used, in accordance  
23 with procedures developed by DIRECTOR. All such lists shall be submitted to DIRECTOR within ten (10)  
24 days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of  
25 property.

26 To report in writing to DIRECTOR immediately after discovery, the loss or theft of any items of  
Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of  
the police report submitted to DIRECTOR.

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

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

11 **INDEMNIFICATION**

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

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1                   **INSURANCE**

2                   31. (a) Without limiting CONTRACTOR'S liability for indemnification, prior to the provision of  
3 services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at  
4 CONTRACTOR'S expense and to deposit with DIRECTOR Certificates of Insurance, including all  
5 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this  
6 Agreement have been complied with and to keep such insurance coverage and the certificates therefor on  
7 deposit with DIRECTOR during the entire term of this Agreement.

8                   (b) CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
9 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR'S insurance as an  
10 additional insured or maintain insurance subject to the same terms and conditions as set forth herein for  
11 CONTRACTOR. CONTRACTOR shall not permit any subcontractor to work if subcontractors have less  
12 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the  
13 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor, and  
14 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance  
15 must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY  
16 representative(s) at any reasonable time.

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

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

26                   (e) The policy or policies of insurance required herein must be issued by an insurer licensed to do  
business in the State of California (California Admitted Carrier). If the insurer is not licensed to do  
business in the State of California, DIRECTOR retains the right to approve or reject the insurer after a

1 review of the insurer's performance and financial ratings by the County Executive Office (CEO)/Office of  
2 Risk Management.

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

7 (g) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
8 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
9 Commercial General Liability with 10 Broad Form Property Damage Endorsement and Contractual Liability	\$1,000,000 combined single limit per occurrence \$2,000,000 Aggregate
11 Automobile Liability including all owned, 12 non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence \$1,000,000 Aggregate
13 Workers' Compensation	Statutory
14 Employer's Liability	\$1,000,000 per occurrence \$1,000,000 Aggregate
15 Sexual Misconduct Insurance	\$1,000,000 per occurrence

16 (h) All liability insurance required by this Agreement shall be at least \$1,000,000 combined single  
17 limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be  
18 \$2,000,000.

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

24 (j) All insurance policies required by this Agreement shall be primary insurance, and any insurance  
25 maintained by the County of Orange shall be excess and non-contributing with insurance provided by  
26 these policies. An endorsement evidencing that CONTRACTOR'S insurance is primary and non-

1 contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability  
2 and Sexual Misconduct Insurance.

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

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

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

13 (m) The Commercial General Liability policy shall contain a severability of interests clause.

14 (n) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which  
15 requires every employer to be insured against liability for Workers' Compensation or be self-insured in  
16 accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall  
17 furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement,  
18 statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of  
19 \$1,000,000 per occurrence.

20 (o) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)  
21 days of notification by CEO/Risk Management or by DIRECTOR, award may be made to the next qualified  
22 proponent.

23 (p) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
24 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
25 decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect  
26 COUNTY.

1 (q) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
2 CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with  
3 DIRECTOR incorporating such changes within thirty (30) days of receipt of such notice, this Agreement  
4 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal  
5 remedies.

6 (r) The procuring of such required policy or policies of insurance shall not be construed to limit  
7 CONTRACTOR'S liability hereunder or to fulfill the indemnification provisions and requirements of this  
8 Agreement.

9 (s) The County of Orange Certificate of Insurance and the Special Endorsement for the County of  
10 Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of  
11 commercial insurance certificates and endorsements.

### 12 **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

13 32. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free,  
14 nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials,  
15 data, films, tapes, etc., developed under this Agreement including those covered by copyright. The  
16 COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such  
17 materials. Further, the COUNTY, Federal, and State governments shall have access to any report,  
18 preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain  
19 ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR  
20 97.34 and 97.36(i)(8&9).

### 21 **CORPORATE STATUS**

22 33. All corporate CONTRACTORS shall be registered with the California Secretary of State and  
23 shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board,  
24 or Internal Revenue Service. Any change in corporate status or suspension shall be reported by  
25 CONTRACTOR immediately in writing to DIRECTOR.

### 26 **STANDARDS OF CONDUCT**

34. (a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in  
order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable

1 or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain  
2 personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this  
3 Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by  
4 prejudice, bias, special interest or desire for personal gain.

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

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

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

16 (e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR,  
17 elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any  
18 other consideration from a third person, for the performance of an act reimbursed in whole or part by  
19 CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement  
20 funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB  
21 will cast a vote on the provision of services by that member (or any organization which that member  
22 represents) or vote on any matter which would provide direct financial benefit to that member or any  
business or organization which the member directly represents.

### **DRUG FREE WORKPLACE**

24 35. CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached  
25 hereto as Exhibit "E" and incorporated herein by this reference.

1                   **DEBARMENT**

2                   36. CONTRACTOR shall execute and abide by the Debarment & Suspension Certification  
3 attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is  
4 not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State  
5 assistance programs in accordance with 29 C.F.R. Part 98.

6                   **SECTARIAN ACTIVITIES**

7                   37. CONTRACTOR certifies that this Agreement does not provide for the advancement or aid to  
8 any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school,  
9 college, university, hospital or other institution controlled by any religious creed, church, or sectarian  
10 denomination whatever, as specified by Article XVI, Section 5, of the California Constitution, regarding  
11 separation of church and state.

12                   **LITERATURE**

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

18                   **LOBBYING**

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

26                   (b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly  
or indirectly, any political party, political candidate or political activity, except as permitted by law.

1                   **BREACH - SANCTIONS**

2                   40. If, through any cause, CONTRACTOR violates any of the terms and conditions of this  
3 Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if  
4 CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall  
5 promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result  
6 thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1)  
7 immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or  
8 remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as  
9 determined by DIRECTOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current  
10 claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a  
11 repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section  
12 40 herein. DIRECTOR shall give CONTRACTOR written notice of any action pursuant to this paragraph,  
13 which notice shall be deemed served on the date of mailing.

14                   **DISPUTES**

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

22                   **TERMINATION**

23                   42. (a) DIRECTOR may terminate this Agreement without penalty immediately with cause  
24 or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed  
25 served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or  
26 fraud on the part of the CONTRACTOR. Exercise by DIRECTOR of the right to terminate this Agreement  
shall relieve COUNTY of all further obligation under this Agreement.

1 (b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with  
2 DIRECTOR in the orderly transfer of service responsibilities, active case records, and pertinent  
3 documents.

4 **LIQUIDATED DAMAGES**

5 43. It is agreed by and between the CONTRACTOR and the COUNTY that if this Agreement is not  
6 fully and completely performed within the terms of the Agreement damage will be sustained by the  
7 COUNTY. Said damage includes any additional costs resulting from a delay in scheduled time frames by  
8 the CONTRACTOR. Since it is and will be impractical and extremely difficult to determine the actual  
9 damage which the COUNTY will sustain by reason of such delay, it is therefore agreed that  
10 CONTRACTOR will pay to the COUNTY liquidated damages in a set amount for each and every day of  
11 delay as set forth in this document. Liquidated damages shall be assessed as 1/260 of the original  
12 contract amount per day.

13 In the event the liquidated damages as set forth herein are not paid by the CONTRACTOR, the  
14 COUNTY will deduct the amount of liquidated damages from any monies due CONTRACTOR under this  
15 Agreement.

16 This provision may be invoked at the sole option of the DIRECTOR by notification to the  
17 CONTRACTOR by certified return receipt mail.

18 If the Agreement is delayed by reason of changes or extra services ordered by the COUNTY or as  
19 a result of the COUNTY's failure to perform or delays caused by the COUNTY, the time of performance of  
20 this Agreement will be extended commensurate with the time required for the extra services, and no  
21 liquidated damages will accrue during the period of such extension.

22 **TOTAL AGREEMENT**

23 44. This Agreement, together with the attachments hereto, expresses the total understanding of  
24 the parties. There are no oral understandings of the parties or terms and conditions other than as are  
25 stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions  
26 included in this Agreement.

1                   **CHILD SUPPORT ENFORCEMENT**

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

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

11                   **EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

12           46. CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting  
13 Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

14                   **NOTICES**

15           47. All notices, reports and correspondence between the parties hereto respecting this Agreement  
16 shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

17           **COUNTY:**                   Housing and Community Services Department  
  Special Programs Division  
  1300 South Grand Avenue  
  Building "B"  
  Santa Ana, California 92705

18           and

19           **CONTRACTOR:**                   \_\_\_\_\_

20   \_\_\_\_\_

  \_\_\_\_\_

21                   **GOVERNING LAW AND VENUE**

22           48. This Agreement has been negotiated and executed in the state of California and shall be  
23 governed by and construed under the laws of the state of California. In the event of any legal action to  
24 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction  
25 located in Orange County, California, and the parties hereto agree to and do hereby submit to the  
26 jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties

1 specifically agree to waive any and all rights to request that an action be transferred for trial to another  
2 County.

3 **WAIVER**

4 49. No delay or omission by either party hereto to exercise any right or power accruing upon any  
5 noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair  
6 any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of  
7 any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be  
8 a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein  
9 contained.

10 **PUBLICITY**

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

14 **CALENDAR DAYS**

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

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

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair, Orange County Board of Supervisors

"CONTRACTOR"\*

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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

APPROVED AS TO FORM:

COUNTY COUNSEL  
County of Orange

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Deputy