



**CONTRACT NO. MA-012-21011577  
BY AND BETWEEN  
COUNTY OF ORANGE  
AND  
CITY OF ORANGE  
FOR MEAL GAP SERVICES**

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This "Contract" No. MA-012-21011577 is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the City of Orange, a municipal corporation, with a place of business at, 300 E. Chapman Avenue, Orange, California 92866, D-U-N-S Number 089140982, hereafter referred to as "SUBRECIPIENT," with the COUNTY and SUBRECIPIENT referred to individually as "PARTY," or collectively as "PARTIES."

WHEREAS, on February 26, 2020, the County Health Officer declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a novel coronavirus (named "COVID-19") in Orange County (the "COVID-19 Emergency"); and

WHEREAS, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County's Health Officer; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, the COVID-19 pandemic and the necessary physical distancing measures implemented have impacted many people, especially those with food insecurities; and

WHEREAS, the Orange County Board of Supervisors has allocated \$10 million in American Recovery Act Program dollars equally between the five supervisorial districts for meal gap support initiatives in response to COVID-19 on April 27, 2021; and

WHEREAS, pursuant to the authority delegated by the Orange County Board of Supervisors, a share will be distributed to each city located in District 3 based on overall district population; and

WHEREAS, in order to provide meals to those facing food insecurities in the Third District due to the COVID-19 public health emergency, the PARTIES have agreed that the COUNTY shall transfer the grant amount described herein to SUBRECIPIENT.

NOW, THEREFORE, the PARTIES mutually agree as follows:

1. **TERM OF CONTRACT.** The term of this Contract begins on the date when fully executed by the PARTIES, and terminates on November 30, 2021, or

when all of the PARTIES' obligations under this Contract are fully satisfied, whichever occurs earlier.

2. USE OF GRANT AMOUNT.

- a. Cities shall use the grant amount provided under this Contract to provide for food insecurities: (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and (2) were incurred during the period that begins on the date the contract is fully executed and ends on November 30, 2021.
- b. The term "Eligible Expenses," as used in this Contract, shall mean expenses incurred and paid for by City for the provision of providing food/meal gap programs to clients with insecurities due to the Covid-19 pandemic located in the Third District in connection with the COVID-19 public health emergency.
- c. The following is a nonexclusive list of expenditures that shall not constitute Eligible Expenses payable from the grant amount:
  - (1) Damages covered by insurance.
  - (2) Expenses that have been or will be reimbursed under any local, state or federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
  - (3) Reimbursement to donors for donated items or services.
  - (4) Workforce bonuses other than hazard pay or overtime.
  - (5) Severance pay.
  - (6) Legal settlements.
- d. SUBRECIPIENT must utilize the grant amount in accordance with all Local, Federal and State laws.

3. PAYMENT OF GRANT AMOUNT

- a. The COUNTY will issue a one-time payment to the CITY in the amount of **\$459,659** within 10 business days of the full execution of this Contract. All of SUBRECIPIENT'S expenditures of the grant amount must be for costs as described in Paragraph 2 of this Contract. The grant amount represents the amount allocated to SUBRECIPIENT.
- b. It is understood that the COUNTY makes no commitment to fund this Contract beyond the terms set forth herein.

- c. SUBRECIPIENT will provide the COUNTY invoices and receipts as proof of eligible expenses within 14 working days of expending the full \$459,659.
- c. If SUBRECIPIENT has not spent any portion of the grant amount it has received under this Contract to cover Eligible Expenses by November 30, 2021, SUBRECIPIENT shall return to the COUNTY by December 31, 2021 the amount remaining unspent as of November 30, 2021.

#### 4. STATUTES AND REGULATIONS APPLICABLE TO GRANT.

SUBRECIPIENT must comply with all applicable requirements of State, Federal, and County of Orange laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Contract. SUBRECIPIENT must comply with applicable Local, State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUBRECIPIENT must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract. These requirements include, but are not limited to:

- a. Office of Management and Budget (OMB) Circulars. SUBRECIPIENT must comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Contracts with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Contracts with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
- b. Political Activity Prohibited. None of the funds, materials, property, or services provided directly or indirectly under this Contract may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Contract may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation.
- c. Tax Reporting. SUBRECIPIENT is responsible for any tax reporting requirements that arise from this Contract, including the filing of any required tax forms with the IRS and the issuance of any required tax forms to recipients of economic support from the SUBRECIPIENT.

## 5. REPORTS.

- a. Progress Report. On August 15, 2021, SUBRECIPIENT shall provide a report to the COUNTY that shall: (1) identify the Eligible Expenses paid from the grant amount; (2) demonstrate how SUBRECIPIENT used the grant amount consistent with the use requirements of Paragraph 2; and (4) identify the balance of the grant amount that SUBRECIPIENT has not spent.
- b. Final Report. Upon the earlier of SUBRECIPIENT'S expenditure of the balance of the grant amount or December 15, 2021, SUBRECIPIENT shall provide a report to the COUNTY that shall: (1) identify the Eligible Expenses paid from the grant amount; (2) demonstrate how SUBRECIPIENT used the grant amount consistent with the use requirements of Paragraph 2; and (3) identify the balance of the grant amount that SUBRECIPIENT has not spent, if any.
- c. The SUBRECIPIENT shall provide a certification signed by its chief executive officer with each report required under this Paragraph 5 that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under Paragraph 2.
- d. SUBRECIPIENT shall maintain supporting documentation for the reports required by this Paragraph 5 consistent with the requirements of Paragraph 6.

## 6. RECORDS MAINTENANCE.

Records, in their original form, must be maintained in accordance with requirements prescribed by the COUNTY with respect to all matters specified in this Contract. Original forms are to be maintained on file for all documents specified in this Contract. Such records must be retained for a period four (4) years after termination of this Contract and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. Records, in their original form pertaining to matters covered by this Contract, must at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the COUNTY.

## 7. RECORDS INSPECTION.

At any time during normal business hours and as often as either the COUNTY or the Auditor General of the State of California may deem necessary, SUBRECIPIENT must make available for examination all of its records with respect to all matters covered by this Contract. The COUNTY

and the Auditor General of the State of California each have the authority to audit, examine and make excerpts or transcripts from records, including all SUBRECIPIENT'S invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract. SUBRECIPIENT agrees to provide any reports requested by the COUNTY regarding performance of this Contract. With respect to inspection of SUBRECIPIENT'S records, the COUNTY may require that SUBRECIPIENT provide supporting documentation to substantiate SUBRECIPIENT'S expenses with respect to the SUBRECIPIENT'S use or expenditure of the grant amount.

8. INDEPENDENT CONTRACTOR.

The SUBRECIPIENT shall be considered an independent contractor and neither the SUBRECIPIENT, its employees, nor anyone working under the SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither the SUBRECIPIENT, its employees nor anyone working under the SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

9. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.

SUBRECIPIENT shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Contract. SUBRECIPIENT shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY upon request.

10. INSURANCE.

Employee Dishonesty: coverage is required in the minimum amount of \$100,000 per occurrence. The County of Orange shall be the loss payee. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

11. INDEMNITY.

The SUBRECIPIENT agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees and agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board 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 SUBRECIPIENT'S receipt, distribution or expenditure of the grant amount under this Contract. The provisions of this paragraph shall survive the termination of this Contract.

12. NOTICES.

Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing. 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.

SUBRECIPIENT:

CITY:

Rick Otto  
City Manager  
City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866

COUNTY:

Renee Ramirez  
County of Orange  
OC Community Services  
1300 S. Grand Ave., Bldg. B  
Santa Ana, CA 92705

13. DEFAULTS.

Should either PARTY fail for any reason to comply with the contractual obligations of this Contract within the time specified by this Contract, the non-breaching PARTY reserves the right to terminate the Contract, reserving all rights under State and Federal law.

14. ATTORNEY FEES.

In any action or proceeding to enforce or interpret any provision of this Contract, each PARTY shall bear its own attorney's fees, costs, and expenses.

15. 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 the PARTIES unless authorized by the PARTIES in writing.

16. 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.

17. EQUAL EMPLOYMENT OPPORTUNITY.

The SUBRECIPIENT 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 SUBRECIPIENT 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 persons with disabilities persons, the SUBRECIPIENT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The SUBRECIPIENT agrees to provide equal opportunity to disabled persons in employment or in advancement in employment or otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disabilities 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 SUBRECIPIENT 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 disabled 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 persons with disabilities, SUBRECIPIENT 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.

18. DEBARMENT.

SUBRECIPIENT shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 1 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

19. LOBBYING CERTIFICATION.

- a. SUBRECIPIENT shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit 2 and incorporated herein by this reference. SUBRECIPIENT shall complete and immediately forward to the County's Project Manager the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit 3 and incorporated herein by this reference, if SUBRECIPIENT, or any person, firm or corporation acting on SUBRECIPIENT's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by SUBRECIPIENT pursuant to this Contract.
- b. SUBRECIPIENT 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.
- c. SUBRECIPIENT shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).

20. AUDIT.

- a. If SUBRECIPIENT expends more than \$750,000 in federal funds during the term of this Contract, SUBRECIPIENT shall arrange for an audit to be performed, within one hundred fifty (150) days of the end of SUBRECIPIENT's fiscal year and in accordance with 2 CFR Part 200, Subpart F, "Audit Requirements of States, Local Governments, and Non-Profit Organizations," which is incorporated herein by reference. Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit a similarly prepared audit at SUBRECIPIENT's expense even in instances when SUBRECIPIENT's expenditure is less than \$750,000.



- b. SUBRECIPIENT shall take the following actions in connection with such audit:
- i. Ensure that appropriate corrective action is taken to correct instances of noncompliance with federal laws and regulations. Corrective action shall be taken within six months after COUNTY receives SUBRECIPIENT's audit report;
  - ii. Adjust its own records as necessitated by the audit;
  - iii. Permit independent auditors to have access to its records and financial statements as is necessary for COUNTY or SUBRECIPIENT to comply with 2 CFR Part 200, Subpart F;
  - iv. Submit two copies of its audit reports to COUNTY no later than 30 days after completion of the reports;
  - v. Procure audit services in accordance with 2 CFR Part, 215.40 (OMB Circular A-110) procurement standards and provide maximum opportunity for small and minority audit firms;
  - vi. Include in Contract(s) with auditor(s) provisions that the auditor(s) will comply with all applicable audit requirements;
  - vii. Include in its Contract with independent auditors a clause permitting representatives of COUNTY or the State to have access to the work papers of the independent auditors;
  - viii. Provide to COUNTY, the Bureau of State Audits, and their designated representatives, the right to review and to copy all audit reports and any supporting documentation pertaining to the performance of this Contract, and the option to perform audits and/or additional work as needed;
  - ix. Cooperate with and participate in any further audits which may be required by COUNTY or the State;
  - x. Ensure that its audit addresses all issues contained in any federal OMB Compliance Supplement that applies to its program;
  - xi. Ensure that the audit is performed in accordance with Generally Accepted Government Auditing Standards -2 CFR 200.514 and 45 CFR 75.514, is performed by an independent auditor, and is organization-wide;
- c. Ensure that the audit is all-inclusive, i.e., it includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs in accordance with 2 CFR 200.515 and 45 CFR 75.515; If total funds awarded under this Contract equal or exceed \$10,000, SUBRECIPIENT shall be subject to examination and audit, including interviews of its staff, by the COUNTY and State of

California for a period of three (3) years after final payment under this Contract.

21. NON-DISCRIMINATION AND COMPLIANCE PROVISIONS.

a. State laws.

- i. SUBRECIPIENT shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code §11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]
- ii. SUBRECIPIENT's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that SUBRECIPIENT has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
- iii. SUBRECIPIENT shall include the nondiscrimination and compliance provisions of this Paragraph in all sub-contracts to perform work under this Contract.

b. Title VI of Civil Rights Act. SUBRECIPIENT hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. SUBRECIPIENT hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.

c. Title VII of Civil Rights Act. SUBRECIPIENT shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.

d. Disability discrimination. SUBRECIPIENT shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et

seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.

- e. Failure to comply. If SUBRECIPIENT fails to comply with the requirements of any Sub-Paragraphs of this Paragraph 21 Administrator may withhold payment to SUBRECIPIENT and/or terminate this Contract.

## 22. FEDERAL ENVIRONMENTAL LAWS.

If the amount of compensation SUBRECIPIENT shall receive under this Contract exceeds \$100,000, SUBRECIPIENT and its subcontractors shall comply with all applicable orders or requirements issued under the following laws:

- a. Clean Air Act as amended (42 U.S.C. 7401)
- b. Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)
- c. Environmental Protection Agency Regulations (40 CFR 29, Executive Order 11738).
- d. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- e. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

## 23. CONTRACTOR/SUBRECIPIENT DETERMINATION:

In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this Contract, City of Orange is determined to be a SUBRECIPIENT.

## 24. FEDERAL AWARD IDENTIFICATION:

FAIN INFORMATION		
A.	Subrecipient Name:	City of Orange
B.	Subrecipient's Unique Identifier (D-U-N-S):	089140982
C.	Federal Award Identification Number (FAIN):	Pending
D.	Federal Award Date:	March 11, 2021
E.	Subaward Period of Performance:	Upon execution – November 30, 2021
F.	Total Amount of Federal Funds Obligated by the Action:	\$459,659
G.	Total Amount of Federal Funds	\$459,659

	Obligated to the Subrecipient:	
H.	Total Amount of the Federal Award:	\$616,840,943
I.	Federal Award Project Description:	American Rescue Plan Act of 2021
J.	Federal Awarding Agency:	U.S. Department of the Treasury
K.	Name of PTE:	County of Orange
L.	Contact Information for the Awarding Official:	Dylan Wright, Executive Director
	Phone Number:	(714) 480-2788
	E-mail Address:	<a href="mailto:Dylan.Wright@occr.ocgov.com">Dylan.Wright@occr.ocgov.com</a>
M.	CFDA Number:	21.019
	CFDA Name:	State and Local Fiscal Recovery Funds program
N.	Whether Award is R&D:	No
O.	Indirect Cost Rate for the Federal Award:	N/A

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**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Contract on the day and year dated below.

**CITY OF ORANGE**

By: \_\_\_\_\_  
Rick Otto, City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gary A. Sheatz, City Attorney

Date: \_\_\_\_\_

**COUNTY OF ORANGE**

A Political Subdivision of the State of California

By: \_\_\_\_\_  
Dylan Wright, Director  
OC Community Resources

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

**APPROVED AS TO FORM  
DEPUTY COUNTY COUNSEL**

By: \_\_\_\_\_  
Patrick Bruso  
Deputy County Counsel

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

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

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Name

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Title

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Authorized Signature

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Date

**DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,**  
**AND COOPERATIVE AGREEMENTS**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
City of Orange

\_\_\_\_\_  
Grantee/Contractor Organization

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).



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

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

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change  For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee  Tier _____ if known  Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:  Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):  (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<div style="display: flex;"> <div style="flex: 1;"> 16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. </div> <div style="flex: 1; padding-left: 20px;"> Signature: _____  _____  Print Name:  Title:  Telephone No:  Date: </div> </div>		

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**  
Approved by OMS - 0348-0046

Reporting Entity:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Page\_\_\_\_\_ of \_\_\_\_\_

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,



**Subject: OC Community Resources  
Contract Reimbursement Policy**

Effective: July 1, 2010  
Revised: January 17, 2020

**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and OC Housing & Community Development. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**REFERENCES:**

Executed County Board of Supervisors approved contract  
Budget included in contract or presented as an attachment  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.  
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and OC Housing & Community Development's reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

## **PROCEDURES:**

### **Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
 

***"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
 

OC Community Resources Accounting  
601 N. Ross St., 6<sup>th</sup> Floor  
Santa Ana, CA 92701

### **Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

## **ACTION:**

**Distribute this policy to all appropriate staff**

**INQUIRIES:** Inquiries may be directed to OCCR Accounts Payable at: [OCCRAccountsPayable@occr.ocgov.com](mailto:OCCRAccountsPayable@occr.ocgov.com)



**Reimbursement Policy Status Form**

Per OC Community Resources Contract Reimbursement Policy, in regards to the Contract # listed herein, Contractor is designated with the Documentation Status of Abbreviated unless Comprehensive is checked below. If the contractor’s designation should change to Abbreviated, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

**Contractor:** City of Orange

**Effective Date:** Upon final execution by County

**Contract #:** MA-012-21011577

**Documentation Status:**    ☒ **Abbreviated**        ☐ **Comprehensive**

\*\*\*\*\*

<b>Program Authorization by:</b>	<b>Auditor Controller Authorization by:</b>
Print Name _____	Print Name _____
<b>Signed by:</b> _____	<b>Signed by:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

*Two signatures are required to implement the form.*

- Distribution:
- Contractor
  - Auditor Controller
  - Contract File
  - Program File