

Orange Countywide Oversight Board

Date: 2/23/2022

Agenda Item No. 5

From: Staff to the Orange Countywide Oversight Board

Subject: Renewal of Contract for Dynamic Strategies LLC

Recommended Action:

Authorize and direct staff to renew contract with Dynamic Strategies LLC.

Health and Safety Code §34179(j) specifies that the Auditor-Controller's office is to provide staff support to the Oversight Board, and as such, when the Board was being formed in 2018, then-Auditor-Controller Eric Woolery designated Chris Nguyen as one of the staff for the Oversight Board. He served in this role until March 2020 when he departed the Auditor-Controller's office.

Health and Safety Code §34179(o) specifies that the Oversight Board may contract with any public or private entity for additional support of its functions.

At the April 2021 Oversight Board meeting, Chairman Brian Probolsky expressed interest in bringing Mr. Nguyen back as a consultant to the Oversight Board as it exited the startup phase and entered a new phase where it would deal with more complex matters with greater nuance. Other Board members also expressed support for the idea.

In June 2021, with the consent of the Chairman, the staff to the Oversight Board administratively executed a nine-month contract with Dynamic Strategies LLC, where Mr. Nguyen is one of the principals, at a rate of \$3,625 per month. The initial nine-month term of the contract expires on March 15, 2022, but the contract includes renewal options for four additional one-year terms. Staff requests Board approval for renewal of the contract.

Under the contract, services for the Oversight Board from Dynamic Strategies include analyses and recommendations regarding Successor Agency assets and other enforceable obligations of Successor Agencies; working with the Oversight Board, Successor Agencies, California Department of Finance, and other entities to bring resolution to Successor Agency assets and other enforceable obligations; assisting the Oversight Board and its counsel negotiate actions regarding Successor Agency assets; facilitating the Oversight Board's efforts to bring Successor Agencies to Last and Final ROPS and eventually dissolution; assisting Oversight Board subcommittees, as needed; and analyzing Annual ROPS, Amended ROPS, and Successor Agency administrative budgets to assist Oversight Board and its staff, as needed.

Since the commencement of the contract, Dynamic Strategies has worked closely with staff and counsel of the Oversight Board regarding the dissolution of the Seal Beach Successor Agency; Successor Agency compliance with Long-Range Property Management Plans (LRPMPs); recommendations regarding the disposition of assets from various agencies; the Board's ad hoc committee on asset disposition; various Successor Agency development agreements, bonds, promissory notes, and other enforceable obligations; communications with Successor Agencies; fulfilling information requests from various Successor Agencies, including the County of Orange Successor Agency, as well as other outside agencies, such as the Metropolitan Water District of Southern California; and all of the Board's Closed Session items. In addition to Mr. Nguyen, another principal from Dynamic Strategies, Cameron Wessel, has also provided services for the Oversight Board for this contract.

At any time, if the Oversight Board wishes to terminate the contract, it may do without cause upon 30 days' notice.

Attachment

- Contract Between the Orange Countywide Oversight Board and Dynamic Strategies LLC

**CONTRACT FOR PROFESSIONAL SERVICES
COUNTYWIDE OVERSIGHT BOARD**

This Contract (hereinafter referred to as "Contract") for **Professional Services Countywide Oversight Board**, is made and entered into as of the date fully executed by and between **Dynamic Strategies LLC**, hereinafter referred to as "Contractor," and the Orange Countywide Oversight Board, hereinafter referred to as "BOARD", which are sometimes individually referred to as "PARTY", or collectively referred to as "PARTIES".

RECITALS

WHEREAS, BOARD desires to Contract for Professional Services to assist in its duties of overseeing the Successor Agencies to the Redevelopment Agencies located within the borders of Orange County, California; and

WHEREAS, the Contractor is particularly qualified to perform required services due to their expertise and their experience in connection with the Scope of Services provided herein; and

NOW, THEREFORE, the PARTIES mutually agree as follows:

GENERAL TERMS AND CONDITIONS

A. Governing Law and Venue:

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

B. Entire Contract:

This Contract, comprised of these terms and conditions, Attachments A and B, which are incorporated herein, 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 Board unless authorized by Board in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any Board agent, including but not limited to installers of software, shall not be valid or binding on Board unless accepted in writing by Board's designee.

C. Amendments:

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

D. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

- E. Delivery:**
Time of delivery of services is of the essence in this Contract. Board reserves the right to refuse services and to cancel all or any part of the services that do not conform to the prescribed Scope of Work as outlined in Attachment A.
- F. Acceptance/Payments:**
Unless otherwise agreed to in writing by Board, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of Board, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:**
Contractor agrees to indemnify, defend and hold Board and its Indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by Board by reason of the failure of the Contractor's services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:**
Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **paragraph "Z"** below, it shall indemnify, defend and hold Board and Board indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment:**
The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of Board or the Board's designee. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of Board or its designee shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:**
In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:**
In addition to any other remedies or rights it may have by law, Board has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by Board of its right to terminate the Contract shall relieve Board of all further obligation.
- L. Consent to Breach Not Waiver:**
No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor:

For all purposes under this Contract, Contractor shall be considered an independent contractor and neither Contractor, nor its employees or subcontractors shall be considered an agent or an employee of Board for any reason. Contractor shall perform its obligations under this Contract according to Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by Board except as to the results of the work. Neither Contractor, nor its employees or subcontractors shall qualify for workers' compensation, overtime, retirement, or any other benefits of any kind through Board.

N. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to Board's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies; and shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Board, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for such subcontractors' compliance with the terms and conditions of this Contract and for all work performed by subcontractors.

O. Insurance Requirements:

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

Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by Board from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by Board representative(s) at any reasonable time.

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

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

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

Qualified Insurer

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

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

The policy or policies of insurance maintained by the Contractor shall provide Commercial General Liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Required Coverage Forms

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **Orange Countywide Oversight Board, its officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the Orange Countywide Oversight Board shall be excess and non-contributing.

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

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

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

Insurance certificates should be forwarded to the Board's designee.

P. Changes:

Contractor shall make no changes in the work or perform any additional work without the Board's specific written approval, or that of the Board's designee.

Q. Change of Ownership:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the Board agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the Board.

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

R. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to Board within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality:

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

T. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), applicable to the services at the time services are provided to and accepted by Board. Contractor acknowledges that Board is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold Board and Board Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight:

Prior to the Board's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. Severability:

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

W. Attorney Fees:

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

X. Interpretation:

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

the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification:

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

Z. Indemnification:

Contractor agrees to indemnify, defend with counsel approved in writing by Board, and hold Board, its individual Board members, officers, agents, and employees ("Board Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and Board by a court of competent jurisdiction because of the concurrent active negligence of Board or Board Indemnitees, Contractor and Board agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections:

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

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

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

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

BB. Expenditure Limit:

The Contractor shall notify the Board's designee in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The Board will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

CC. Authority/Modification:

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and engage in the actions described herein. This Agreement may be modified by written amendments as recommended by the Board or its Counsel. The Board's Counsel may execute any such amendment on behalf of the Board upon the Board's prior approval.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Board will procure services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "**Attachment A**".

2. **Term of Contract:** This Contract shall commence on June 15, 2021 and shall be in effect for nine months, unless otherwise terminated by Board. This Contract may be renewed as set forth in paragraph 3 below.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for four (4) additional one (1) year terms. The Board does not have to give reason if it elects not to renew.

4. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

5. **Compensation:** This is a fixed fee price Contract between the Board and Contractor for services provided in Attachment A – Scope of Work. Compensation for services shall be as set forth in Attachment B – Cost/Compensation, attached hereto and made a part hereof.

6. **Disputes – Contract:**

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time, such matter shall be brought to the attention of the Board by way of the following process:

1. The Contractor shall submit to the Board's Counsel a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the Board, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Board is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the

delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

C. Nothing in this Section shall be interpreted as being contrary to the California Government Claims Act (Gov't C. § 900, *et. seq.*)

7. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the Contractor prior to submission to the Board. Contractor agrees that Board review is discretionary and Contractor shall not assume that the Board will discover errors and/or omissions. If the Board discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the Board or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after Board approval thereof, Board approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the Board and Contractor, and the reports, files or documents will be returned to Contractor for correction.
8. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Board with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Board shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Board in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the Board provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
9. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the Board's designee as identified below, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For CONTRACTOR: Name: Dynamic Strategies LLC
Attn: Cameron Wessel
Address: 2099 S. State College Blvd., Suite 600
Anaheim, CA 92806

For BOARD: Name: Orange Countywide Oversight Board
Attn: Kathy Tavoularis
Office of the Auditor-Controller
Address: 1770 North Broadway
Santa Ana, CA 92705

10. **Reports and Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The Board or its designee and the Contractor will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor and other project personnel shall attend all Board meetings as required. The Contractor shall provide such information that is requested by the Board for the purpose of monitoring progress under this Contract.

11. **Termination – Orderly:** After receipt of a termination notice from the Orange Countywide Oversight Board, the Contractor may submit to the Board a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the Board upon written request of the Contractor. Upon termination, Board agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
12. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the Board may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to paragraph K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the Board those monies disallowed pursuant to the above.
13. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the Board. The Board assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the Board are expressly stated in the Contract.
14. **Conflicts of Interest.** Contractor presently has no interest including, but not limited to, other projects or independent contracts, and shall not acquire any such interest which would conflict in any manner or degree with the performance of work required under this Contract. Contractor shall not employ any person having any such interest in the performance of this Contract.
15. **Conduct of Contractor.** Throughout the term of this Contract, Contractor shall inform Board of all of Contractor's interests, if any, which are, or which the Contractor believes to be, incompatible with any interests of the Board.
16. **California Political Reform Act and Government Code Section 1090 Et Seq.** Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that consultants hired by a public agency, such as Board, may be deemed to be a "public official" subject to the Act if the consultant advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

Contract Signature Page

IN WITNESS WHEREOF, the PARTIES hereto have executed this CONTRACT the day and year first above written.

Contractor: Dynamic Strategies LLC

NAME: Christopher Nguyen

TITLE: Co-Owner/Principal

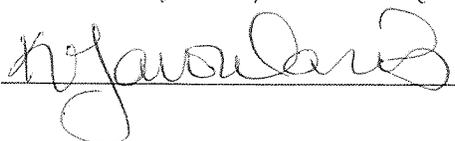
SIGNATURE: 

DATE: 06/23/2021

Orange Countywide Oversight Board:

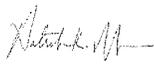
NAME: Katerina Tavoularis

TITLE: MANAGER, ORANGE COUNTYWIDE OVERSIGHT BOARD

SIGNATURE: 

DATE: 6-25-2021

Approved as to form
Counsel to the Orange Countywide Oversight Board

By  Date: June 24, 2021
Patrick K. Bobko
Oversight Board Counsel

ATTACHMENT A

SCOPE OF WORK

Introduction

Pursuant to California Health and Safety Code Section 34179 (j), the Countywide Oversight Board provides oversight and direction for the 25 Successor Agencies to the Redevelopment Agencies located in Orange County. The Countywide Oversight Board has fiduciary responsibility to the holders of obligations and taxing entities that benefit from distributions of property tax revenue. Debts and contract obligations are paid through a mechanism called the Redevelopment Obligation Payment Schedule (ROPS). Each year, the Countywide Oversight Board must approve the ROPS for submission to the State Department of Finance by February 1, which then makes final determinations authorizing debt payments. Successor Agencies cannot dissolve until all enforceable obligations have been met, including final payment of bonds and disposal of assets. This contract will assist the Countywide Oversight Board with its duties under the dissolution law, Part 1.85 of Division 24 of the California Health and Safety Code.

Scope of Services

Contractor services shall include, but not limited to the following activities:

- Provide analyses and recommendations on an ongoing basis regarding Successor Agency assets and other enforceable obligations of Successor Agencies
- Work with the Oversight Board, Successor Agencies, California Department of Finance, and other entities to bring resolution to Successor Agency assets and other enforceable obligations
- Help Oversight Board and its counsel negotiate actions regarding Successor Agency assets
- Facilitate Oversight Board's efforts to bring Successor Agencies to Last and Final ROPS and eventually dissolution
- Assist Oversight Board subcommittees, as needed
- Analyze Annual ROPS, Amended ROPS, and Successor Agency administrative budgets to assist Oversight Board and its staff, as needed

ATTACHMENT B
COST/COMPENSATION

This is a fixed fee price agreement between the Board and Contractor for services provided in the Scope of Work.

1. COMPENSATION:

Contractor shall provide services for a fee of \$3,625.00 per month.

The total amount of the initial term of this contract shall not exceed \$32,625.00.

For services provided under this Contract and subject to the provisions of the Contract (including the Board's right to terminate the Contract), the Board agrees to compensate the Contractor the fixed fee set forth below. The Contractor agrees to accept same as compensation for services provided in Attachment A to this Contract and for performances by Contractor of all its duties and obligations hereunder.

The fixed fee set forth below shall include the fee and all expenses related to the performance of work and services required to meet the requirements in the Scope of Work, set forth more fully in Attachment A.

Contract Period	Fixed Fee
June 15, 2021 through March 14, 2022 (9-month period)	\$32,625
Renewable March 15, 2022 through March 14, 2023	\$43,500
Renewable March 15, 2023 through March 14, 2024	\$43,500
Renewable March 15, 2024 through March 14, 2025	\$43,500
Renewable March 15, 2025 through March 14, 2026	\$43,500

2. PAYMENT TERMS:

Contractor shall submit billing monthly in arrears.

The original billing statement(s) shall be submitted to:

Orange Countywide Oversight Board
Attention: Kathy Tavoularis, Office of the Auditor-Controller
1770 North Broadway
Santa Ana, CA 92705

Payment will be net 30 days after receipt of an invoice in a format acceptable to the Board and verified and approved by its designee and subject to routine processing requirements of the Board. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the Orange Countywide Oversight Board for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

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

3. Invoicing Instructions:

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

1. Contractor's name and address
2. Contractor's remittance address
3. Board Contract number # _____
4. Name or description of the services performed
5. Total current and cumulative monthly fees billed
6. Contractor's Federal I. D. number

The responsibility for providing an acceptable invoice to the Board for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The Auditor-Controller, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment to the Contractor on behalf of the Orange Countywide Oversight Board.