ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplemetnals

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

June 23, 2020

CONSENT

20. Revised Title to read:
Social Services Agency - Approve amendment 4 to contract MA-063-15011634 with SBC Global Services, Inc. dba AT&T California Global Services and AT&T Corp. for automated call distribution services per State of California CALNET 3 contract, 7/1/20 - 12/31/21 ($1,680,063; cumulative total $6,266,200); and authorize County Procurement Officer or authorized Deputy to execute amendment - All Districts

30. Continued to 7/14/20, 9:30 a.m.

DISCUSSION

37. Revised Title to read:
Sheriff-Coroner - Approve agreement with City of Mission Viejo for law enforcement services, 7/1/20 - 6/30/21 ($20,098,548) ($20,412,324); authorize Sheriff-Coroner to execute amendments and to extend agreement under certain conditions - Districts 3 and 5

51. Continued to 7/14/20, 9:30 a.m.

55. Revised Title to read:
OC Public Works - Receive bids and award contract MA-080-20011682 with American Civil Constructors West Coast LLC for Santiago Canyon Road Safety Improvement Project ($2,555,000); authorize Director or designee to execute contract under certain conditions; and authorize return of bid guarantees to all bidders upon execution of contract - All Districts

56. Revised Title to read:
OC Public Works - Receive bids and award contract MA-080-20011356 to Ortiz & Son, Inc. for El Toro 20 Acre RV Storage Lot Project, ($1,975,398); authorize Director or designee to execute contract under certain conditions; authorize return of bid guarantees to all bidders upon execution of contract; and make California Environmental Quality Act consider application of Final Environmental Impact Report SCH #2002101020 and Final Second Supplemental Environmental Impact Report, Heritage Fields Project 2012 GPA/ZC certified by City of Irvine and other findings - District 3

60. Deleted

Revisions and Supplementals to June 23, 2020 Agenda - Page 1 of 3

Document last updated: 6/22/2020 2:58 PM
Revised Title to read:

**County Executive Office** - Approve grant applications/awards submitted by Health Care Agency, OC Community Resources, OC Public Works and Social Services Agency and retroactive grant applications/awards submitted by OC Community Resources and Probation in 6/23/20 grant report and other actions as recommended; adopt resolution authorizing HCA Director or designee to accept California Emergency Solutions (ESG) grant from California Department of Housing and Community Development for Notice of Funding Availability for CARES Act and execute standard agreement, any subsequent amendments and related documents to the programs; adopt resolution authorizing OC Public Works Director or designee to execute application, amendments and related documents with California Department of Housing and Community Development for Local Early Action Planning (LEAP) grant program - All Districts

Revised Title to read:

**County Executive Office** - Approve interim-use lease with OC Storage, LLC for vehicle storage and maintenance lot at former Marine Corps Air Station El Toro, Irvine; authorize Chief Real Estate Officer or designee to execute lease, related documents, subsequent documents and amendments, and make non-monetary and/or monetary changes under certain conditions; and make California Environmental Quality Act and other findings and consider application of Final Environmental Impact Report SCH#2002101020 and Final Second Supplemental Environmental Impact Report, Heritage Fields Project 2012 GPA/ZC certified by City of Irvine and other findings – District 3 (4/5 vote of members present)

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

Items: 20, 37, 55, 56, 65 and 66

**Supplemental Item(s)**

**S66A. Supervisor Wagner** - Adopt resolution requesting delay of implementation of Title 14 of the California Code of Regulations Section 15064.3 until at least 7/1/21; and direct staff to report back within 120 days and annually thereafter

**S66B. County Executive Office** - Approve amendment 2 to Ground Lease with Shelter Providers of Orange County, Inc. dba HomeAid Orange County to provide additional funding to expedite completion of Yale Transitional Center, 2229 South Yale Street, Santa Ana; authorize Chief Real Estate Officer or designee, to execute amendment; direct Auditor-Controller, upon notification from Chief Real Estate Offer or designee to issue two payments under certain conditions; and approve amendment 1 to Settlement Agreement and Release with City of Garden Grove to allow City to repay County its settlement obligation of $224,000 by 6/30/21 to provide finds for Yale Transitional Center and authorize OC Community Resources Director or designee to execute amendment - District 1

**S66C. Sheriff-Coroner** - Approve contracts MA-060-20011413 with Susan-Saxe Clifford, Ph.D., ABPP and MA-060-20011465 with Psychological Consulting Associates, Inc. for psychological evaluation services, three-year term ($1,275,000 each); renewable for two additional one-year terms; and authorize County Procurement Officer or authorized Deputy to execute contracts - All Districts
S66D. **Sheriff-Coroner** - Approve agreement with City of Lake Forest for law enforcement services, 7/1/20 - 6/30/21 ($18,255,224); and authorize Sheriff-Coroner to execute amendments and to extend agreement under certain conditions - District 5

S66E. **OC Community Resources** - Approve amendment 1 to contract MA-012-19011945 with James Productions, Inc. for shoreline fishing operations, Irvine Lake, extending contract to 6/30/21 ($490,520; cumulative total $1,016,640); and authorize County Procurement Officer or authorized Deputy to execute amendment and make minor modifications under certain conditions - District 3

S66F. **John Wayne Airport** - Approve amendment 2 to contract MA-280-17011051 with Universal Protection Service, LP dba Allied Universal Security Services for armed and unarmed security guard services, 7/1/20 - 1/31/22 ($1,126,000; cumulative total $3,626,000); and authorize County Procurement Officer or authorized Deputy to execute amendment; and make California Environmental Quality Act and other findings - District 2

S66G. **County Executive Office** - Approve appointment of Martin Schwarz as Interim Public Defender, effective 7/2/20 (annual salary $247,145.60 with an estimated annual total compensation (including benefits) $390,068) - All Districts

S66H. **Sheriff-Coroner** - Adopt resolution ratifying proclamation of local emergency by the Chairwoman of the Emergency Management Council related to 2020 Civil Unrest Event; and set review to determine need for continuing local emergency for 7/14/20, 9:30 a.m. - All Districts

S66I. **Supervisor Chaffee** - Approve Out of Area Service Agreement with City of Placentia and Orange County Local Agency Formation Commission (LAFCO) for provision of public services in unincorporated region of Hamer Island; and authorize County Executive Officer to execute agreement
Revision to ASR and/or Attachments

Date: June 9, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Debra J. Baetz, Social Services Agency Director
Re: ASR Control #: 20-000168, Meeting Date: 6/23/2020, Item No. # 20
Subject: Increase and Extend Automated Call Distribution Services Contract

Explanation:
The Contract was resigned due to the Contractor’s name changing after the ASR and Contract had been submitted to your office. The Assistant Secretary’s Certificate providing signature authority dated on June 4, 2020, indicated the company’s name changed from SBC Global Services, Inc. DBA AT&T Global Services and AT&T Corp. to AT&T California and AT&T Corp. This revision memo is to update the Contractor’s name in the ASR and Attachments A, B and C.

☑ Revised Recommended Action(s)

Authorize the County Procurement Officer or authorized Deputy to execute Amendment Four to Increase and Extend the Contract with AT&T California and AT&T Corp. for Automated Call Distribution Services per State of California CALNET 3 Contract, effective July 1, 2020, through December 31, 2021, in an amount not to exceed $1,680,063, for a revised cumulative total amount of $6,266,200.

☑ Make modifications to the:
☐ Subject  ☑ Background Information  ☑ Summary  ☐ Financial Impact

The following information in the Background information is to be modified:
The Social Services Agency (SSA) is requesting the Board of Supervisors’ (Board) approval of Amendment Four to increase and extend the Automated Call Distribution (ACD) services contract with SBC Global Services, Inc. DBA AT&T Global Services and AT&T Corp. (AT&T) for an amount not to exceed $1,680,063, for an 18-month term, effective July 1, 2020, through December 31, 2021, for a revised cumulative total of $6,266,200. The contract annual amount has been increased to
cover the higher number of calls due to the COVID-19 emergency and the addition of services for In-Home Supportive Services (IHSS), Public Authority, Office on Aging (OoA), Veterans Services Office (VSO) and Economic & Business Recovery (E&BR). The additional services are required to provide greater ongoing access for the public to obtain services telephonically and better comply with current health recommendations. This extension is executed per The California Network and Telecommunications (CALNET) 3, Special Terms and Conditions, Section M, Migration-Out, through December 31, 2021.

The Summary is modified as follows:

Approval of Amendment to Increase and Extend the Automated Call Distribution Services Contract with SBC-Global-Services, Inc. DBA AT&T Global Services AT&T **California** and AT&T Corp. will support the operation of the Social Services Agency's Customer Service Center and ensure quality, efficient customer service and performance mandate compliance for the Medi-Cal and CalFresh, In-Home Supportive Services programs as well as Orange County Community Resources and Public Authority Agencies.

- Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachments A, B and C.
This AMENDMENT (referred to as “Amendment Four”) is made and entered into as of the date fully executed by and between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California with place of business at 500 N. State College Blvd., Orange, CA 92868-1673 (referred to as “County”), and AT&T California, having a place of business at PO Box 989048 West Sacramento, CA 95798-9048 and AT&T Corp., having a principal place of business at PO Box 5095 Carol Stream, IL 60197-5095 (AT&T California, and AT&T Corp., and their respective affiliates, are collectively referred to as “Contractor”), for Automated Call Distribution Services. County and Contractor may be individually referred to as “Party”, or collectively as “Parties”.

WHEREAS, the County and Contractor entered into Agreement MA-063-15011634 (referred to as “Contract”), in the amount of $3,186,137 effective July 1, 2015 through June 30, 2018 per the terms, conditions and pricing of State of California, CALNET 2 and transitioned to CALNET 3 Contract, incorporated herein by this reference (referred to as “Cooperative Contract”) effective March 26, 2014 through June 30, 2018; and

WHEREAS, California Department of Technology and AT&T Corporation, per Amendment No. 7 and 8, agreed to extend CALNET 3 Contract C3-(A & B)-12-10-TS-01 through June 30, 2019; and

WHEREAS, both Parties agree to issue Amendment No. 1 to the Contract per the extension of CALNET 3 Contract C3-A & B-12-10-TS-01 for a consecutive term, to renew Contract MA-063-15011634 for the second term effective July 1, 2018 through June 30, 2019 for an amount not to exceed $600,000; and

- Delete the following: Attachment 1 – Scope of Work, Attachment 2 – Pricing Schedule, Attachment 3 – CALNET 2 – Contract No. 5-06-58-21 (DTS06E1391), and Attachment 4 – CALNET 3 – Contract No. C3-(A & B)-12-10-TS-01; and
- Replace with the following: Attachment 1-A - Scope of Work; Attachment 2-A - Pricing Schedule; Attachment 3 - Intentionally left blank; Attachment 4-A - CALNET 3 – Contract No. C3-(A & B)-12-10-TS-01, Amendment No. 7 & 8; and
- Amend Notices for Contractor as follows:
  AT&T California & AT&T Corp PO Box 989048
  West Sacramento, CA 95798-9048
  Attn: Liz Deering / Client Solutions Executive
  Mobile: 714-262-8741
  Email: es1961@att.com; and

WHEREAS, both Parties agreed to issue Amendment No. 2 to the Contract per Amendment 10 and 11, of CALNET 3 Contract C3-A & B-12-10-TS-01, to renew the Contract for the third term effective July 1, 2019 through June 30, 2020 for a total amount not to exceed $600,000 per 1-A Scope of Work and the same 2-A Pricing Schedule; and

WHEREAS, both Parties agreed to issue Amendment Three to the Contract, pursuant to Board Resolution issued March 26, 2020 to increase the not to exceed amount by $200,000, effective through June 30, 2020, for a cumulative total amount of $4,586,137 per 1-B Additional Scope of Work and 2-B Pricing Schedule, and add Office on Aging &Veterans Service Office (OoA & VSA) and Economic & Business Recovery (E&BR); and

- Add the following Federal Emergency Management Agency (FEMA) provision(s) to the Contract:
  A. Clean Air Act
    o The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
    o The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
    o The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
AMENDMENT FOUR
TO CONTRACT MA-063-15011634

B. Federal Water Pollution Control Act
   o The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
   o The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
   o The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Suspension and Debarment
   o This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
   o The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
   o This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

   o Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

WHEREAS, both Parties agree to issue Amendment Four to increase the contract amount and extend the term of the Contract, per the amended CALNET 3 Contract; and

NOW THEREFORE, the Parties agree as follows:

1. Increase the Contract MA-063-15011634 by a not to exceed amount of $1,532,000, for a cumulative total amount of $6,118,137; and

2. Add In-House Supportive Services (IHSS) and Public Authority (PA) per 1-C Scope of Work and 2-C Pricing Schedule attached; and

3. Extend the contract for the final eighteen-month term, per Amendment 12 and 13 of the CALNET 3 Contract C3-(A & B)-12-10-TS-01, effective through December 31, 2021.

Upon becoming aware that it has exceeded the not to exceed amount of the Contract, County may terminate the Contract at any time without penalty by providing written notice to Contractor. Until such time as County has exercised its right to terminate under this paragraph, County shall be responsible for payment of any Services provided by Contractor in accordance with the contractual specifications.

All terms and conditions, amendments/modifications of the initial Contract are hereby incorporated herein by this reference into the subsequent Contract MA-063-15011634. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

……………Signature Page follows………………
AMENDMENT FOUR
TO CONTRACT MA-063-15011634

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

AT&T CALIFORNIA AND AT&T CORP.*

By ____________________________  By ____________________________
Print Name Veronica Danao      Print Name
Title Contract Specialist CGI  Title
Date 4 June 2020 Corporate Officer KG091V  Date

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

COUNTY OF ORANGE
a political subdivision of the State of California

By ____________________________  Title
Print Name
Signature  Date

COUNTY OF ORANGE
COUNCIL
Approved as to Form:

By ____________________________  Date 06/09/20
Deputy County Counsel
Due to the increase of call volume in the midst of the COVID-19 event, the Automated Call Distribution system (ACD) is necessary to provide a more efficient way to manage the call volume and enhance customer experience by queuing the calls in the order they were received and connect the caller with an agent having the skill sets to assist a particular caller (for example, a Spanish speaking caller will be connected to Spanish speaking agent). In addition, the ACD system will allow the agents to work remotely and answer the calls.

**In-Home Supportive Services (IHSS)**

1. Develop and implement a new call flow strategy for IHSS using SSA Service Center existing tenant and AT&T Network Based ACD
2. Provision 30 Agents, 1 Basic Supervisor Package and 7 additional Supervisors positions. With the ability for all to log in and take calls
3. Provision hours of operations, holidays
4. Assign 800 phone number for IHSS
5. Provide e-learning modules and webinar for agents and supervisors training
6. Add digital recorder capabilities for 3 recording ports or 5% of the calls.

**Public Authority (PA)**

1. Develop and implement a new call flow strategy for PA using SSA Service Center existing tenant and AT&T Network Based ACD
2. Provision 11 Agents, 1 Supervisor Package and 2 additional Supervisor positions. With the ability for all to log in and take calls
3. Provision hours of operations, holidays
4. Assign 800 phone number for PA
5. Provide e-learning modules and webinar for agents and supervisors training
6. Add digital recorder capabilities for 3 recording ports or 5% of the calls.
# Monthly Recurring Charges

## Pricing Schedule

<table>
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<tr>
<th>Description of Service</th>
<th>Service Order Billing Code</th>
<th>Unit of Measure</th>
<th>Estimated Quantity</th>
<th>Monthly Recurring</th>
<th>Estimated Total Monthly</th>
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<tr>
<td>SSA Basic Agents Package</td>
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2. **NON-RECURRING - Additional Work Enhancement to Network Based Call Center**

<table>
<thead>
<tr>
<th>Description</th>
<th>Not to Exceed Amount</th>
<th>Estimated Quantity</th>
</tr>
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<tbody>
<tr>
<td><strong>In-Home Supportive Services (IHSS) and Public Authority (PA)</strong></td>
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<tr>
<td>• Provide overall project management and coordination.</td>
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<tr>
<td>• Design, develop, and validate Customer’s call flow updates on an approved Statement of Work.</td>
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</tr>
<tr>
<td>• Provide an Acceptance Test Plan (ATP) to validate the call flow strategy updates based on the Business Design Document. Acceptance will be based upon validating the operation defined in the agreed requirements and Business Design Document.</td>
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<td></td>
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<tr>
<td>• The approved Business Design Document call flow specifications will supersede the call flow design in SOW, in the event call flow design has been modified during the project.</td>
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<tr>
<td>• Perform internal testing to validate proper operation of the call flow strategy updates.</td>
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<tr>
<td>• Provide remote cutover support.</td>
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<tr>
<td>• Provide e-learning training modules for agents and supervisor.</td>
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<td></td>
</tr>
<tr>
<td>• Provide webinar trainer to train agents / supervisor / administrators.</td>
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<td></td>
</tr>
<tr>
<td>• Provide “Release Notes” documentation of the final accepted desktop.</td>
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</tr>
<tr>
<td><strong>Professional Services – one-time fee</strong></td>
<td>$3,400.00</td>
<td>1</td>
</tr>
<tr>
<td><strong>Additional Professional Services</strong></td>
<td>$5,000 - $10,000</td>
<td>2</td>
</tr>
<tr>
<td>• Approval from Project Manager and Procurement Manager is required prior to initiating one-time professional services related to this ACD.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AMENDMENT THREEFOUR
TO CONTRACT MA-063-15011634
WITH
SBC GLOBAL SERVICES, INC DBA AT&T GLOBAL SERVICES CA AND AT&T CORP

This AMENDMENT (referred to as “Amendment ThreeFour”) is made and entered into as of the date fully executed by and between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with place of business at 500 N. State College Blvd., Orange, CA 92868-1673 (referred to as “County”), and SBC Global Services, Inc. DBA AT&T Global Services AT&T California, having a place of business at PO Box 989048 West Sacramento, CA 95798-9048 and AT&T Corp., having a principal place of business at PO Box 5095 Carol Stream, IL 60197-5095 (SBC Global Services, Inc. AT&T California and AT&T Corp., and their respective affiliates, are collectively referred to as “Contractor”), for Automated Call Distribution Services. County and Contractor may be individually referred to as “Party”, or collectively as “Parties”.

WHEREAS, the County and Contractor entered into Agreement MA-063-15011634 (referred to as “Contract”), in the amount of $3,186,137 effective July 1, 2015 through June 30, 2018 per the terms, conditions and pricing of State of California, CALNET 2 and transitioned to CALNET 3 Contract, incorporated herein by this reference (referred to as “Cooperative Contract”) effective March 26, 2014 through June 30, 2018; and

WHEREAS, California Department of Technology and AT&T Corporation, per Amendment No. 7 and 8, agreed to extend CALNET 3 Contract C3-(A & B)-12-10-TS-01 through June 30, 2019; and

WHEREAS, both Parties agree to issue Amendment No. 1 to the Contract per the extension of CALNET 3 Contract C3-A & B-12-10-TS-01 for a consecutive term, to renew Contract MA-063-15011634 for the second term effective July 1, 2018 through June 30, 2019 for a total amount not to exceed $600,000; and

- Delete the following: Attachment 1 – Scope of Work, Attachment 2 – Pricing Schedule, Attachment 3 – CALNET 2 – Contract No. 5-06-58-21 (DTS06E1391), and Attachment 4 – CALNET 3 – Contract No. C3-(A & B)-12-10-TS-01; and
- Replace with the following: Attachment 1-A - Scope of Work; Attachment 2-A - Pricing Schedule; Attachment 3 - Intentionally left blank; Attachment 4-A - CALNET 3 – Contract No. C3-(A & B)-12-10-TS-01, Amendment No. 7 & 8; and
- Amend Notices for Contractor as follows:
  SBC Global Services Inc. DBA AT&T Global Services California & AT&T Corp
  PO Box 989048
  West Sacramento, CA 95798-9048
  Attn: Liz Deering / Client Solutions Executive
  Mobile: 714-262-8741
  Email: es1961@att.com; and

WHEREAS, both Parties agreed to issue Amendment No. 2 to the Contract per Amendment 10 and 11, of CALNET 3 Contract C3-A & B-12-10-TS-01, to renew the Contract for the third term effective July 1, 2019 through June 30, 2020 for a total amount not to exceed $600,000 per 1-A Scope of Work and the same 2-A Pricing Schedule; and

WHEREAS, both Parties agreed to issue Amendment Three to the Contract, pursuant to Board Resolution issued March 26, 2020 and add to increase the Federal Emergency Management Agency (FEMA) provision(s); and

NOW THEREFORE, the Parties agree as follows:

1. Increase the Contract MA-063-15011634 by an amount not to exceed amount by $200,000, effective through June 30, 2020, for a cumulative total amount of $4,586,137 per the attached 1-B Additional Scope of Work and updated 2-B Pricing Schedule; and add Office on Aging & Veterans Service Office (OoA & VSA) and Economic & Business Recovery (E&BR);

2. Add the following Federal Emergency Management Agency (FEMA) provision(s) to the Contract:
   A. Clean Air Act
      o The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
      o The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
AMENDMENT THREEFOUR TO CONTRACT MA-063-15011634

- The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act
- The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Suspension and Debarment
- This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

WHEREAS, both Parties agree to issue Amendment Four to increase the contract amount and extend the term of the Contract, per the amended CALNET 3 Contract; and

NOW THEREFORE, the Parties agree as follows:

1. Increase the Contract MA-063-15011634 by a not to exceed amount of $1,680,063, for a cumulative total amount of $6,266,200; and

2. Add In-House Supportive Services (IHSS) and Public Authority (PA) per 1-C Scope of Work and 2-C Pricing Schedule attached; and

3. Extend the contract for the final eighteen-month term, per Amendment 12 and 13 of the CALNET 3 Contract C3-(A & B)-12-10-TS-01, effective through December 31, 2021.

Upon becoming aware that it has exceeded the not to exceed amount of the Contract, County may terminate the Contract at any time without penalty by providing written notice to Contractor. Until such time as County has exercised its right to terminate under this paragraph, County shall be responsible for payment of any Services provided by Contractor in accordance with the contractual specifications.

All terms and conditions, amendments/modifications of the initial Contract are hereby incorporated herein by this reference into the subsequent Contract MA-063-15011634. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

-------Signature Page follows-------
AMENDMENT THREEFOUR
TO CONTRACT MA-063-15011634

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

SBC GLOBAL SERVICES, INC. DBA AT&T GLOBAL SERVICES AT&T CALIFORNIA AND AT&T CORP.*

By ____________________________________________ By ____________________________________________
Print Name ____________________________________________ Print Name ____________________________________________
Title __________________________ Corporate Officer Title __________________________ Corporate Officer
Date __________________________

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

COUNTY OF ORANGE
a political subdivision of the State of California

By __________________________
Print Name ____________________________________________ Title

Signature ____________________________________________ Date __________________________

COUNTY OF ORANGE
COUNTY COUNSEL
Approved as to Form:

By __________________________ Date __________________________
________________________________ Deputy County Counsel
AMENDMENT THREEFOUR
TO CONTRACT MA-063-15011634

Attachment 1-BC
Additional Scope of Work

OCSSA Service Center
Due to the increase of call volume in the midst of the COVID-19 event, and all agents must be able to work remotely,
1. Increase access to the Basic Agent Package for 200 additional agents for a total of 333 agents.
2. The Automated Call Recording Distribution system (ACD) is not necessary to provide a more efficient way to manage the additional 200 agents.

Office on Aging (OoA) and Veterans Service Office (VSO)
Due to the increase of call volume and enhance customer experience by queuing the calls in the midst of order they were received and connect the COVID-19 event caller with an agent having the skill sets to assist a particular caller (for example, a Spanish speaking caller will be connected to Spanish speaking agent). In addition, the ACD system will allow the agents to work remotely and all agents must be able to work remotely, answer the calls.

In-Home Supportive Services (IHSS)
1. Develop and implement a new call flow strategy for Office on Aging and Veterans Service Office IHSS using SSA Service Center existing tenant and AT&T Network Based ACD
2. Provision 1430 Agents, 11-1 Basic Supervisor Package and 7 additional Supervisors and an Administrator positions. With the ability for all to log in and take calls
3. Provision hours of operations, holidays
4. Assign 800 phone number for OoA IHSS
5. Provide e-learning modules and webinar for agents and supervisors training
6. CallAdd digital recorder capabilities for 3 recording is not required

Economic & Business Recovery
6. Due to ports or 5% of the increase of call volume in the midst of the COVID-19 event, and all agents must be able to work remotely, calls.

Public Authority (PA)
1. Develop and implement a new call flow strategy for Economic and Business Recovery PA using SSA Service Center existing tenant and AT&T Network Based ACD (Automated Call Distribution)
2. Provision 1011 Agents, 1 Supervisor and an Administrator Package and 2 additional Supervisor positions. With the ability for all to log in and take calls
3. Provision hours of operations, holidays
4. Assign 800 phone number for Economic and Business Recovery PA
5. Provide e-learning modules and webinar for agents and supervisors training CallAdd digital recorder capabilities for 3 recording is not required

7. County shall assume ports or 5% of the responsibility of day to day operations of County configurable elements after sign-off on training and implementation is complete calls.
### ATTACHMENT 2-BC

#### PRICING SCHEDULE

1. **MONTHLY RECURRING CHARGES (MRC)**

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Service Order Billing Code</th>
<th>Unit of Measure</th>
<th>Estimated Quantity</th>
<th>MRC Monthly Recurring</th>
<th>Estimated Total Monthly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SSA Basic Agents Package (SSA)</strong></td>
<td>AD01</td>
<td>Per Agent</td>
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<td>AD25</td>
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<td><strong>Office on Aging (OoA) and Veterans Service Office (VSO) Basic Agents Package (E&amp;B)</strong>*</td>
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<td>Per Agent</td>
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<td>AD24</td>
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<td><strong>In-Home Supportive Services (IHSS)</strong></td>
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<td>Per Agent</td>
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<td><strong>Public Authority (PA)</strong></td>
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<td>$82.00</td>
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<td></td>
<td>AD25</td>
<td>Per Addl Supervisor</td>
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<td><strong>NBCC Digital Recording Recorder Capability</strong></td>
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<td>Per Recording Ports</td>
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<td><strong>SSA Additional Features – Continued</strong></td>
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<td><strong>NBCC Digital Recorder Capability</strong></td>
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<td>Per Port</td>
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<td>$435 $35.65</td>
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<td><strong>Taxes and Fees</strong></td>
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<td>$0.0564</td>
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<td><strong>Call Back/ Virtual Hold Platform Usage</strong></td>
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<td>181235</td>
<td>$0.0113</td>
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<td></td>
<td>QMAN2</td>
<td>Per Minute</td>
<td>40213367</td>
<td>$0.0113</td>
<td>$2,047.96 $411.05</td>
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<tr>
<td><strong>Basic Coverage – California Dedicated Access</strong></td>
<td>TFCAD</td>
<td>Per Minute</td>
<td>288125</td>
<td>$0.0144</td>
<td>$41.49 $5.76</td>
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<td><strong>Extended Call Coverage – US Dedicated Access</strong></td>
<td>TFUSD</td>
<td>Per Minute</td>
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<td>TX18AG</td>
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</table>

#### Description of Services

- **SSA Basic Agents Package (SSA)**
- **OCSSA Basic Agents Supervisor’s Package (OoA & VSO)**
- **Office on Aging (OoA) and Veterans Service Office (VSO) Basic Agents Package (E&B)**
- **Economic & Business Recovery**
- **In-Home Supportive Services (IHSS)**
- **NBCC Digital Recorder Capability**
- **Public Authority (PA)**
- **NBCC Digital Recording Recorder Capability**
- **NBCC Digital Recorder Capability**
- **NBCC Workforce Management (WFM) System**
- **Voice Call Back - Concierge**
- **NBIVR – DTMF Port**
- **Taxes and Fees**
- **Call Back/ Virtual Hold Platform Usage**
- **Basic Coverage – California Dedicated Access**
- **Extended Call Coverage – US Dedicated Access**
- **Taxes and Surcharges**
<table>
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<tr>
<th>Description</th>
<th>Quantity</th>
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<td>$600650.00</td>
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Taxes, surcharges & fees estimated at 11% of usage.

E&BR—Economic & Business Recovery
OoA and VSO—Office on Aging and Veterans Service Office
### 2. NON-RECURRING - Additional Work Enhancement to Network Based Call Center

<table>
<thead>
<tr>
<th>Description</th>
<th>Not to Exceed Amount</th>
<th>Estimated Quantity</th>
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</thead>
<tbody>
<tr>
<td><strong>Office of Aging and Veterans Service Office</strong></td>
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<td></td>
</tr>
<tr>
<td>- Provide overall project management and coordination.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Design, develop, and validate Customer’s call flow updates on an approved</td>
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</tr>
<tr>
<td>Statement of Work.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Provide an Acceptance Test Plan (ATP) to validate the call flow strategy</td>
<td></td>
<td></td>
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<tr>
<td>updates based on the Business Design Document. Acceptance will be based</td>
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<tr>
<td>upon validating the operation defined in the agreed requirements and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Perform internal testing to validate proper operation of the call flow</td>
<td></td>
<td></td>
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<tr>
<td>strategy updates.</td>
<td></td>
<td></td>
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<tr>
<td>- Provide remote cutover support.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Provide e-learning training modules for agents and supervisor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Provide webinar trainer to train agents/supervisor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Provide “Release Notes” documentation of the final accepted desktop.</td>
<td></td>
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</tr>
<tr>
<td><strong>Professional In-Home Supportive Services – one-time fee (IHSS) and Public</strong></td>
<td>$6,460.00</td>
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<td><strong>Authority (PA)</strong></td>
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<tr>
<td><strong>Economic and Business Recovery</strong></td>
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<td></td>
</tr>
<tr>
<td>- Provide overall project management and coordination.</td>
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<td>Statement of Work.</td>
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<td>updates based on the Business Design Document. Acceptance will be based</td>
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<tr>
<td>upon validating the operation defined in the agreed requirements and</td>
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<tr>
<td>- The approved Business Design Document call flow specifications will</td>
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<tr>
<td>supersede the call flow design in SOW, in the event call flow design has</td>
<td></td>
<td></td>
</tr>
<tr>
<td>been modified during the project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Perform internal testing to validate proper operation of the call flow</td>
<td></td>
<td></td>
</tr>
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<td>strategy updates.</td>
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<td></td>
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<tr>
<td>- Provide webinar trainer to train agents/supervisor / administrators.</td>
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<td></td>
</tr>
<tr>
<td>- Provide “Release Notes” documentation of the final accepted desktop.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Professional Services – one-time fee</strong></td>
<td>$3,400.00</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total NRC (Non-Recurring Charge) Additional Professional Services</strong></td>
<td>$9,860.00</td>
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<tr>
<td>- Approval from Project Manager and Procurement Manager is required prior</td>
<td>$5,000 - $10,000</td>
<td>2</td>
</tr>
<tr>
<td>to initiating one-time professional services related to this ACD.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Contract Summary Form

AT&T CALIFORNIA AND AT&T CORP

SUMMARY OF SIGNIFICANT CHANGES

1. Increase Contract amount by $1,680,063 for a cumulative total amount of $6,266,200.
2. Extend Contract for 18 months effective July 1, 2020 through December 31, 2021.
3. Add In-Home Supportive Services and Public Authority to the Contract.

SUBCONTRACTORS

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

Due to the nature of the services, this contract could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the contractor must seek express consent from SSA. Should the addition of a subcontractor impact the scope of work and/or contract amount, SSA will bring the item back to the Board for approval.

CONTRACT OPERATING EXPENSES

The Contract not to exceed amount is $1,680,063.

PRICING SCHEDULE

1. MONTHLY RECURRING CHARGES

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Service Order Billing Code</th>
<th>Unit of Measure</th>
<th>Estimated Quantity</th>
<th>Monthly Recurring</th>
<th>Estimated Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSA Basic Agents Package</td>
<td>ACD01</td>
<td>Per Agent</td>
<td>250</td>
<td>$79.95</td>
<td>$19,987.50</td>
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<td>OCSSA Basic Supervisor's Package</td>
<td>ACD24</td>
<td>Per Supervisor</td>
<td>1</td>
<td>$82.00</td>
<td>$82.00</td>
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<tr>
<td>Additional Supervisor Positions</td>
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<td>29</td>
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<td>Office on Aging (OoA) and Veterans Service Office (VSO)</td>
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<tr>
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<td>$82.00</td>
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<td>In-Home Supportive Services (IHSS)</td>
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<td>Per Agent</td>
<td>30</td>
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<td>Additional Supervisor Positions</td>
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<td>NBCC Digital Recorder Capability</td>
<td>CC03</td>
<td>Per Recording Port</td>
<td>3</td>
<td>$26.98</td>
<td>$80.94</td>
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<td>Public Authority (PA)</td>
<td>ACD01</td>
<td>Per Agent</td>
<td>11</td>
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<td>Additional Supervisor Positions</td>
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<td>SSA Additional Features – Continued</td>
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<td>NBCC Digital Recorder Capability</td>
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<td>NBCC Workforce Management (WFM) System</td>
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<td>162</td>
<td>$12.30</td>
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<td>Voice Call Back - Concierge</td>
<td>CC15</td>
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<td>30</td>
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<td>NBI/VR DTMF Port</td>
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<td>Per Port</td>
<td>5</td>
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<tr>
<td>Taxes and Fees</td>
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<tr>
<td>Canada - Dedicated</td>
<td>ITDCAN</td>
<td>Per Minute</td>
<td>40</td>
<td>$0.0564</td>
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### Call Back Virtual Hold Platform Usage

<table>
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<tr>
<th>Description</th>
<th>QMAN17</th>
<th>Per Minute</th>
<th>213367</th>
<th>$0.0113</th>
<th>$2,411.05</th>
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</table>

### Basic Coverage - California Dedicated Access

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<tr>
<th>Description</th>
<th>TFCAD</th>
<th>Per Minute</th>
<th>400</th>
<th>$0.0144</th>
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### Extended Call Coverage - US Dedicated Access

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<tr>
<th>Description</th>
<th>TFUSD</th>
<th>Per Minute</th>
<th>118798</th>
<th>$0.0113</th>
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### Taxes & Surcharges

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<tr>
<th>Description</th>
<th>TX18AF</th>
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<tbody>
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<td>CA Teleconnect Fund</td>
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<tr>
<td>CHCF-A CHCF-B &amp; CASF</td>
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<td>COM DEC FND DEAF &amp; DISABLED</td>
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<tr>
<td>PUB UTIL COMM FEE</td>
<td>SC18TK</td>
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<td>$650.00</td>
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### 2. NON-RECURRING - Additional Work Enhancement to Network Based Call Center

<table>
<thead>
<tr>
<th>Description</th>
<th>Not to Exceed Amount</th>
<th>Estimated Quantity</th>
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</thead>
<tbody>
<tr>
<td>In-Home Supportive Services (IHSS) and Public Authority (PA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Provide overall project management and coordination.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Design, develop, and validate Customer’s call flow updates on an approved Statement of Work.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Provide an Acceptance Test Plan (ATP) to validate the call flow strategy updates based on the Business Design Document. Acceptance will be based upon validating the operation defined in the agreed requirements and Business Design Document.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• The approved Business Design Document call flow specifications will supersede the call flow design in SOW, in the event call flow design has been modified during the project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Perform internal testing to validate proper operation of the call flow strategy updates.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Provide remote cutover support.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Provide e-learning training modules for agents and supervisor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Provide webinar trainer to train agents / supervisor / administrators.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Provide “Release Notes” documentation of the final accepted desktop.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Services – one-time fee</td>
<td>$3,400.00</td>
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</table>

### Additional Professional Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Not to Exceed Amount</th>
<th>Estimated Quantity</th>
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<tbody>
<tr>
<td>• Approval from Project Manager and Procurement Manager is required prior to initiating one-time professional services related to this ACD.</td>
<td>$5,000 - $10,000</td>
<td>2</td>
</tr>
</tbody>
</table>
Continuation or Deletion Request

Date:       June 22, 2020
To:         Clerk of the Board of Supervisors
From:       Aggie Alonso, Director of Internal Audit
Re:         ASR Control #: 20-000381, Meeting Date 06/23/20  Agenda Item No. # 30
Subject:    Audit Oversight Committee Bylaws and Revised Board of Supervisors

Resolution

Request to continue Agenda Item No. # 30 to the 7/14/2020 Board Meeting.

Comments: Please continue this item to 7/14/20.

Request deletion of Agenda Item No. # _____

Comments:
Revision to ASR and/or Attachments

Date: 6/15/2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Don Barnes, Sheriff-Coroner
Re: ASR Control #:20-000010, Meeting Date 6/23/20, Item No. #37
Subject: City of Mission Viejo Law Enforcement Services Agreement

Explanation:

Request change to the contract amount due to the addition of a Deputy Sheriff II - Motorcycle/School Resources Officer.

☑ Revised Recommended Action(s)

1. Approve and authorize execution of the agreement for law enforcement services with the City of Mission Viejo for the term July 1, 2020 through June 30, 2021, in an amount not to exceed $20,098,548 $20,412,324.

3. Delegate to the Sheriff-Coroner authority to execute written amendments to this law enforcement services agreement that increase or decrease the total FY 2020-21 cost of services by 1 percent or less of $20,098,548 $20,412,324 and that do not materially change other provisions of the agreement.

☑ Make modifications to the:

☐ Subject  ☑ Background Information  ☐ Summary  ☐ Financial Impact

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Service Level</th>
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<tbody>
<tr>
<td>Lieutenant</td>
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<tr>
<td>Sergeant - Administration</td>
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<tr>
<td>Sergeant - Patrol</td>
<td>4.00</td>
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<tr>
<td>Investigator</td>
<td>4.00</td>
</tr>
<tr>
<td>Deputy Sheriff II - Patrol</td>
<td>32.00</td>
</tr>
<tr>
<td>Deputy Sheriff II - Quality of Life</td>
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</tr>
</tbody>
</table>
Deputy Sheriff II - Homeless Liaison Officer  
Deputy Sheriff II - Motorcycle  
**Deputy Sheriff II - Motorcycle/School Resources Officer**  
Deputy Sheriff II - School Resource Services  
Community Services Officer - Traffic Services  
Crime Prevention Specialist  
Investigative Assistant  
Cadet - Extra Help

The total cost to the City of Mission Viejo for the FY 2020-21 contract is $20,090,549 $20,412,324, which includes regional/shared staff.

Agreement costs include salaries, wages, employee benefits, services and supplies, transportation expenses, as well as division, department and County (County-Wide Cost Allocation Plan) overhead. FY 2020-21 cost is 1.32 percent lower ($268,246) than the current fiscal year final adjusted agreement of $20,366,794. The decrease is due to the deletion of one Deputy Sheriff II-Motor position, the conversion of one Deputy Sheriff II-Motor position to a Deputy Sheriff II-Homeless Liaison Officer, the decrease in two E-Citation devices and an increase in the estimated vacancy credits. Decreases were offset by updated salary and benefit changes approved by the Association of Orange County Deputy Sheriffs (AOCDS), Association of County Law Enforcement Managers (ACLEM), Orange County Managers Association (OCMA) and the Orange County Employees Association (OCEA). The AOCDS agreement was approved by the Board on October 8, 2019. The Board approved the ACLEM, OCMA and OCEA agreements on October 22, 2019. FY 2020-21 cost is 0.22 percent higher ($45,530) than the current fiscal year final adjusted agreement of $20,366,794. The increase is due to the updated salary and benefit changes approved by the Association of Orange County Deputy Sheriffs (AOCDS), Association of County Law Enforcement Managers (ACLEM), Orange County Managers Association (OCMA) and the Orange County Employees Association (OCEA). The AOCDS agreement was approved by the Board on October 8, 2019. The Board approved the ACLEM, OCMA and OCEA agreements on October 22, 2019. The increase is offset by the conversion of one Deputy Sheriff II-Motor position to a Deputy Sheriff II-Homeless Liaison Officer, the decrease in one E-Citation device and an increase in the estimated vacancy credits.

☑ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Quantity: 17 copies Attachment A – City of Mission Viejo Agreement

Quantity: 17 copies Attachment B – Redline Version of Previous Agreement
AGREEMENT

BETWEEN THE

CITY OF LAKE FOREST

AND THE

COUNTY OF ORANGE

THIS AGREEMENT is entered into this Twenty-sixth day of May 2020 which date is enumerated for purposes of reference only, by and between the CITY OF LAKE FOREST, hereinafter referred to as “CITY”, and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WITNESSETH:

WHEREAS, CITY wishes to contract with COUNTY for law enforcement services; and

WHEREAS, COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
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<thead>
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<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
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<tr>
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<td>3</td>
</tr>
<tr>
<td>C. REGULAR SERVICES BY COUNTY</td>
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<tr>
<td>D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY</td>
<td>6</td>
</tr>
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<td>E. PATROL VIDEO SYSTEMS</td>
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<td>10</td>
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<td>G. PAYMENT</td>
<td>10</td>
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<td>H. NOTICES</td>
<td>14</td>
</tr>
<tr>
<td>I. STATUS OF COUNTY</td>
<td>14</td>
</tr>
<tr>
<td>J. STATE AUDIT</td>
<td>15</td>
</tr>
<tr>
<td>K. ALTERATION OF TERMS</td>
<td>15</td>
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<td>15</td>
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<tr>
<td>M. TRAFFIC VIOLATOR APPREHENSION PROGRAM</td>
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</tr>
<tr>
<td>N. MOBILE DATA COMPUTERS</td>
<td>19</td>
</tr>
<tr>
<td>O. E-CITATION UNITS</td>
<td>21</td>
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<tr>
<td>SIGNATURE PAGE</td>
<td>23</td>
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</table>

Attachment A - Regular Services by County
Attachment B - City Ordinances
Attachment C - Payment
Attachment D - County Billing Policy
Attachment E - Forfeited and Seized Asset Policy
Attachment F - TVAP Resolution
Attachment G - TVAP Form
A. TERM:

The term of this Agreement shall commence July 1, 2020 and terminate June 30, 2021 unless earlier terminated by either party or extended in the manner set forth herein.

B. OPTIONAL TERMINATION OR EXTENSION:

1. COUNTY or CITY may terminate this Agreement, without cause, upon one-hundred and eighty (180) days written notice to the other party.

2. If COUNTY and CITY have not entered into a written agreement by June 30, 2021 for COUNTY to provide to CITY, during all or part of the period between July 1, 2021 and June 30, 2022, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY’s Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, 2021 and August 31, 2021, and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, 2020 through June 30, 2021. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY’s Board of Supervisors and CITY’s Clerk.

C. REGULAR SERVICES BY COUNTY:

1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as “SHERIFF”, shall render to CITY law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of CITY other than licensing ordinances.
C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY’s Council.

3. The level of service, other than for licensing, to be provided by COUNTY for the period July 1, 2020 through June 30, 2021 is set forth in Attachment A and incorporated herein by this reference.

4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 shall be adjusted accordingly.

5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. SHERIFF shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.

6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF will notify CITY’s Manager within four (4) hours. SHERIFF will return the Lieutenant
C. **REGULAR SERVICES BY COUNTY**: (Continued)

1. to CITY as soon as possible once the emergency situation is under control.

2. With respect to the licensing ordinances of CITY listed in Attachment B hereto, which is incorporated herein by this reference, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and complete investigations relating to such applications. Said investigations shall be forwarded to CITY Manager. COUNTY shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. COUNTY shall not provide any administrative or investigatory services related to the licensing ordinances listed in Attachment B hereto, except the investigations relating to initial applications for which this subsection provides.

3. With the limitations set forth, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment A, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY as set forth in Attachment C and incorporated herein by this reference and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the current year’s COUNTY law enforcement cost study. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY’s Board of Supervisors and CITY’s Clerk. Amendments to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2.
C. REGULAR SERVICES BY COUNTY: (Continued)

Prior approval by COUNTY’s Board of Supervisors and CITY’s Council is required before execution of any amendment that brings the aggregate total of changes in costs payable by CITY to more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2 of this Agreement.

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

1. Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year’s COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

the normal and regular ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between COUNTY and the bargaining unit representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year’s COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY.
D. **ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:** (Continued)

pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year’s COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of the Sheriff at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year’s COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.

5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment C and in the Maximum Obligation set forth in Subsection G-2 has been established without written notification to the CITY.
E. **PATROL VIDEO SYSTEMS:**

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called “PVS”) that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.

2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

   The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2020 through June 30, 2021.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth...
E. PATROL VIDEO SYSTEMS: (Continued)

in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade PVS as needed. The costs of replacing/upgrading PVS shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade PVS.

F. LICENSING SERVICES BY CITY:

Upon receipt from SHERIFF of investigations of applications for licenses referred to in Subsection C-7 of this Agreement, CITY Manager shall determine whether to grant or deny the licenses and will issue the licenses or notify the applicants of denial. CITY shall provide all attorney services related to the granting, denial, revocation and administration of said licenses and the enforcement of CITY ordinances pertaining to said licenses.

G. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.

2. Unless the level of service set forth in Attachment A is increased or decreased pursuant to mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the period July 1, 2020 through June 30, 2021, shall be $18,255,224 as set forth in Attachment C.
G. PAYMENT: (Continued)

The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY’s Maximum Obligation.

3. COUNTY shall invoice CITY monthly. During the period July 1, 2020 through June 30, 2021, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2020 and June 30, 2021.

4a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 2020-21 cost set forth in Attachment C nor in the Fiscal Year 2020-21 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2020, and CITY’s Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for
G. PAYMENT: (Continued)

such increases on a pro-rata basis over the portion of the period between
July 1, 2020 and June 30, 2021 remaining after COUNTY notifies CITY that
increases are payable. If the changes result in the COUNTY incurring or
becoming obligated to pay for decreased costs for or on account of
personnel whose costs are included in the calculations of costs charged to
CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
the extent such decreases are attributable to work performed by such
personnel during the period July 1, 2020 through June 30, 2021, and
CITY’s Maximum Obligation hereunder shall be deemed to have decreased
accordingly. COUNTY shall reduce required payment by CITY in full for
such decreases on a pro-rata basis over the portion of the period between
July 1, 2020 and June 30, 2021 remaining after COUNTY notifies CITY that
the Maximum Obligation has decreased.

4b. If CITY is required to pay for increases as set forth in Subsection G-4a
above, COUNTY, at the request of CITY, will thereafter reduce the level of
service to be provided to CITY as set forth in Attachment A of this
Agreement to a level that will make the Maximum Obligation of CITY
hereunder for the period July 1, 2020 through June 30, 2021 an amount
specified by CITY that is equivalent to or higher or lower than the Maximum
Obligation set forth in Subsection G-2 for said period at the time this
Agreement originally was executed. The purpose of such adjustment of
service levels will be to give CITY the option of keeping its Maximum
Obligation hereunder at the pre-increase level or at any other higher or
lower level specified by CITY. In the event of such reduction in level of
service and adjustment of costs, the parties shall execute an amendment to
this Agreement so providing. Decisions about how to reduce the level of
G. **PAYMENT:** (Continued)

service provided to CITY shall be made by SHERIFF with the approval of CITY.

5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors’ approved County Billing Policy, which is attached hereto as Attachment D and incorporated herein by this reference.

6. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.

7. As payment for the Licensing Services described in Subsection C-7 of this Agreement, COUNTY shall retain all fees paid by applicants for licenses pursuant to CITY ordinances listed in Attachment B hereto. Retention of said fees by COUNTY shall constitute payment in full to COUNTY for costs incurred by COUNTY in performing the functions related to licensing described in Subsection C-7; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference between the amount of fees retained by COUNTY and the fees that were set forth in the ordinances listed in Attachment B at the time this Agreement was executed. If CITY increases the fee schedule for the licensing ordinances set forth in Attachment B, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.

8. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY-established rates and will be credited to CITY on an annual basis.

9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto, which is incorporated herein by this reference.
H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

   CITY:   ATTN: CITY MANAGER
            100 Civic Center Drive
            LAKE FOREST, CA 92630 – 8855

   COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER
            SHERIFF-CORONER DEPARTMENT
            320 NORTH FLOWER STREET, SUITE 108
            SANTA ANA, CA 92703

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF COUNTY:

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY’s agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.
J. **STATE AUDIT:**

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period, until final resolution of said audit, claim or litigation.

K. **ALTERATION OF TERMS:**

This Agreement fully expresses all understanding of CITY and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

L. **INDEMNIFICATION:**

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission
L. INDEMNIFICATION: (Continued)

of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, and with counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent
L. INDEMNIFICATION: (Continued)

contractors in any legal action or claim of any kind based or asserted upon
such alleged acts or omissions.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

1. COUNTY has established a Traffic Violator Apprehension Program ["the
Program"], which is operated by SHERIFF, and is designed to reduce
vehicle accidents caused by unlicensed drivers and drivers whose licenses
are suspended and to educate the public about the requirements of the
Vehicle Code and related safety issues with regard to driver licensing,
vehicle registration, vehicle operation, and vehicle parking. The Program
operates throughout the unincorporated areas of the COUNTY and in the
cities that contract with COUNTY for SHERIFF’s law enforcement services,
without regard to jurisdictional boundaries, because an area-wide approach
to reduction of traffic accidents and driver education is most effective in
preventing traffic accidents. In order for CITY to participate in the Program,
CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the
amount and under the terms and conditions set forth in the resolution that is
attached hereto as Attachment F and incorporated into this Agreement by
reference [hereinafter called a “TVAP resolution”], and has directed that the
revenue from such fee be used for the Program. CITY’s participation in the
Program may be terminated at any time by rescission or amendment of the
TVAP resolution that is attached hereto as Attachment F. In the event CITY
1) amends said TVAP resolution, or rescinds said TVAP resolution and
adopts a new TVAP resolution pertaining to the above-referenced fee and
the Program, and 2) remains a participant in the Program thereafter, CITY’s
Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
authority to execute an amendment of this Agreement to substitute CITY’s
amended or new TVAP resolution for Attachment F hereto, as long as said
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

amendment to this Agreement does not materially change any other provision of this Agreement.

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.

3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:

- Ten one hundredths of one (0.10) Sergeant
  (8 hours per two-week pay period)

- One (1) Staff Specialist
  (80 hours per two-week pay period)

- One (1) Office Specialist
  (80 hours per two-week pay period)

4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by the CITY’s fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase. In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY’s
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

TVAP resolution in effect at the time of purchase.

5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY’s share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

N. MOBILE DATA COMPUTERS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, mobile data computers (hereinafter called “MDCs”) that are or will be mounted in patrol vehicles and motorcycles, designated by COUNTY for use within CITY limits.

2. SHERIFF has the exclusive right to use said MDCs for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and
N. **MOBILE DATA COMPUTERS:** (Continued)

contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2020 through June 30, 2021.

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars or motorcycles designated for use in the CITY, or for CITY’s Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade MDCs.

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O. E-CITATION UNITS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.

2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2020 through June 30, 2021.

4. If, following the initial acquisition of E-Citation units referenced above, CITY requires additional E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY
O. **E-CITATION UNITS:** (Continued)

set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade E-Citation units.
IN WITNESS WHEREOF, the parties have executed the AGREEMENT in the County of Orange, State of California.

DATED:________________________________________

CITY OF LAKE FOREST

ATTEST:_______________________________________

City Clerk

BY:___________________________________________

Mayor

APPROVED AS TO FORM:

BY:___________________________________________

City Attorney

DATED:________________________________________

COUNTY OF ORANGE

BY:___________________________________________

Chairwoman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

Attest:

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY:___________________________________________
Deputy

DATED: 5/26/20
LEVEL OF SERVICE PROVIDED BY SHERIFF:

<table>
<thead>
<tr>
<th>Title</th>
<th>Detail</th>
<th>Quantity</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANAGEMENT:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lieutenant</td>
<td></td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>SUPERVISION:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sergeant</td>
<td>Administrative</td>
<td>1.00</td>
<td>80 hrs./ per two wk. pay period</td>
</tr>
<tr>
<td>Sergeant</td>
<td>Patrol</td>
<td>4.00</td>
<td>each, 80 hrs./ per two wk. pay period</td>
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<td>INVESTIGATION SERVICES:</td>
<td></td>
<td></td>
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<tr>
<td>Investigator</td>
<td></td>
<td>3.00</td>
<td>each, 80 hrs./ per two wk. pay period</td>
</tr>
<tr>
<td>Investigative Assistant</td>
<td></td>
<td>1.00</td>
<td>80 hrs./ per two wk. pay period</td>
</tr>
<tr>
<td>PATROL AND TRAFFIC SERVICES*:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy Sheriff II -Patrol</td>
<td>Patrol</td>
<td>31.00</td>
<td>each, 80 hrs./ per two wk. pay period</td>
</tr>
<tr>
<td>Deputy Sheriff II -Motor</td>
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<td>3.00</td>
<td>each, 80 hrs./ per two wk. pay period</td>
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<td>ADDITIONAL SERVICES*:</td>
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<td></td>
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</tr>
<tr>
<td>Crime Prevention Specialist</td>
<td>Crime Prevention</td>
<td>1.00</td>
<td>80 hrs./ per two wk. pay period</td>
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<tr>
<td>Community Services Officer</td>
<td>Parking Control</td>
<td>5.00</td>
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<tr>
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<td>Community Support</td>
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<td></td>
<td>54.00</td>
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* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

<table>
<thead>
<tr>
<th>Title</th>
<th>Regional Team</th>
<th>Quantity</th>
<th>% Allocation</th>
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<tr>
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<td>Office Specialist</td>
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<td>COURTS:</td>
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<tr>
<td>Investigative Assistant</td>
<td>Courts</td>
<td>3.00</td>
<td>52.15%</td>
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<tr>
<td>MOTORCYCLE (shared Supervision):</td>
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</table>
CITY OF LAKE FOREST

LICENSING

ADULT ORIENTED BUSINESS

ADULT ORIENTED LIVE ENTERTAINMENT

BINGO GAME

BINGO OFFICIAL

CANVASSER/SOLICITOR

DANCE INSTRUCTOR (NUDE)

DANCE STUDIO (NUDE)

ESCORT

ESCORT BUREAU

FIGURE MODEL (NUDE)

FIGURE MODEL STUDIO (NUDE)

GUN DEALER

INTERLOCUTRIX (NUDE)

INTRODUCTORY SERVICE

JUNK COLLECTOR

JUNK DEALER

MASSAGE PARLOR (Includes FBI Fees)

MASSAGIST (Includes FBI Fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RAP SESSION (NUDE)

SECONDHAND DEALER (Pawnbroker)

TAXICAB STAND
### COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

<table>
<thead>
<tr>
<th>Title</th>
<th>Detail</th>
<th>Quantity</th>
<th>Cost of Service (each)</th>
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<td><strong>MANAGEMENT:</strong></td>
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<td>Lieutenant</td>
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<td><strong>PATROL AND TRAFFIC SERVICES:</strong></td>
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<td>Crime Prevention Specialist</td>
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<td>Community Support</td>
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<td>$101,339</td>
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<tr>
<td><strong>TOTAL POSITIONS</strong></td>
<td></td>
<td>54.00</td>
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<td>$14,829,993</td>
</tr>
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### REGIONAL / SHARED STAFF:

<table>
<thead>
<tr>
<th>Title</th>
<th>Regional Team</th>
<th>Quantity</th>
<th>% Allocation</th>
<th>Cost $</th>
</tr>
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<tbody>
<tr>
<td><strong>TRAFFIC:</strong></td>
<td></td>
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<tr>
<td>Sergeant</td>
<td>Traffic</td>
<td>0.60</td>
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<td>Deputy Sheriff II</td>
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<td>Traffic</td>
<td>1.00</td>
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<tr>
<td><strong>AUTO THEFT:</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Sergeant</td>
<td>Auto Theft</td>
<td>0.30</td>
<td>12.97%</td>
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<td>Auto Theft</td>
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<td>12.97%</td>
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<tr>
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<td>Auto Theft</td>
<td>1.00</td>
<td>12.97%</td>
<td>$14,138</td>
</tr>
<tr>
<td><strong>DET:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sergeant</td>
<td>DET</td>
<td>1.00</td>
<td>17.89%</td>
<td>$70,944</td>
</tr>
<tr>
<td>Investigator</td>
<td>DET</td>
<td>1.00</td>
<td>17.89%</td>
<td>$73,346</td>
</tr>
<tr>
<td><strong>SUBPOENA:</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Office Specialist</td>
<td>Subpoena</td>
<td>1.00</td>
<td>13.20%</td>
<td>$13,146</td>
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<tr>
<td><strong>COURTS:</strong></td>
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<td></td>
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<tr>
<td>Investigative Assistant</td>
<td>Courts</td>
<td>3.00</td>
<td>52.15%</td>
<td>$208,789</td>
</tr>
<tr>
<td><strong>MOTORCYCLE (shared Supervision):</strong></td>
<td></td>
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<tr>
<td>Sergeant</td>
<td>Motorcycle Supervision</td>
<td>1.00</td>
<td>10.71%</td>
<td>$37,457</td>
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<tr>
<td><strong>TOTAL REGIONAL/SHARED:</strong></td>
<td></td>
<td></td>
<td></td>
<td>$804,366</td>
</tr>
</tbody>
</table>

### OTHER CHARGES AND CREDITS (Subsection G-2):

**OTHER CHARGES:**
- Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff; on call, and education incentive pay; contract administration; data line charges; services and supplies; enhanced helicopter response services; E-Citation recurring costs for eleven (11) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for thirty-two (32) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for twenty-one (21) units; and transportation charges.

**CREDITS:**
- AB 109 (2011 Public Safety Realignment), estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2020-21.

**TOTAL OTHER CHARGES AND CREDITS** | $2,620,865

**TOTAL COST OF SERVICES** (Subsection G-2) | $18,255,224
ATTACHMENT D

COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.

B. Received by the County - The phrase “received by the County”, as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County’s possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.

B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:

1. Annual Billings that total $10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.
2. Quarterly Billings that are greater than $10,000 but not more than $200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.

3. Monthly Billings that are greater than $200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)
VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.

- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.

- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus $100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.
IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced $48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be $44,000, representing 11/12ths of the total amount. In July 19X1, the $44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO’s recommendation relative thereto.
POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS

BACKGROUND

The Orange County Sheriff’s Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff’s Department to contract cities, the following policy is in effect.

CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel, and subsequently forfeited to COUNTY’s Sheriff Department, hereinafter referred to as “SHERIFF”, the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to guidelines by the forfeiting agency of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by SHERIFF, to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, pursuant to the forfeiting agency’s guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of assets. In his application, SHERIFF shall specify the percentage of shared assets returned to SHERIFF that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY’s law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY’s manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF’s Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

Assets (cash or property) that are returned to SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and SHERIFF shall also abide by those conditions. SHERIFF and CITY’s manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.
RESOLUTION NO. 2000-55

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAKE FOREST,
CALIFORNIA, ADOPTING THE TRAFFIC
VIOLATOR APPREHENSION PROGRAM
INSTITUTED BY THE ORANGE COUNTY
SHERIFF-CORONER

WHEREAS, the Orange County Sheriff-Coroner (hereinafter "the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

WHEREAS, the Sheriff operates said Traffic Violator Apprehension Program in the incorporated areas of Orange County and in the cities in Orange County that contract for the Sheriff’s law enforcement services, including this City; and

WHEREAS, the operation of the Traffic Violator Apprehension Program on an area-wide basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of Lake Forest because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, the Orange County Board of Supervisors already has adopted fees for the unincorporated areas" of the County that are identical to those described herein; and

WHEREAS, the Orange County Board of Supervisors has directed the establishment in the County Treasury of an interest-earning, budgeted special revenue fund, called "the Traffic Violator Fund" and designated as Fund No. 13B, to be controlled by the Sheriff; and
WHEREAS, the Orange County Board of Supervisors has directed that the proceeds of the County fees that are identical to the fees described herein be deposited in the Traffic Violator Fund; and

WHEREAS, the Orange County Board of Supervisors had directed that the Traffic Violator Fund be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff's law enforcement services; and

WHEREAS, the Orange County Board of Supervisors has directed that permissible expenditures from the Traffic Violator Fund include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program; and

WHEREAS, the Orange County Board of Supervisors has directed that until further order of that Board, the balance remaining in the Traffic Violator Fund at the close of any fiscal year shall be carried forward and accumulated in said Fund for the above-described purposes; and

WHEREAS, the Sheriff has advised this Council of his plans to seek adoption, by the City Councils of each of the other cities that contract for the Sheriff's law enforcement services, of fees identical to those described herein, to be used for the Traffic Violator Apprehension Program; and

WHEREAS, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in this City during the normal course of duty; and

WHEREAS, the Sheriff impounds said vehicles pursuant to his authority under the California Vehicle Code as follows:

<table>
<thead>
<tr>
<th>Vehicle Code Section and Impound Ground</th>
</tr>
</thead>
<tbody>
<tr>
<td>14602.6</td>
</tr>
<tr>
<td>22651(a)</td>
</tr>
<tr>
<td>22651(d)</td>
</tr>
<tr>
<td>22651(e)</td>
</tr>
<tr>
<td>22651(f)</td>
</tr>
<tr>
<td>22651(h) (i)</td>
</tr>
<tr>
<td>22651(h) (2)</td>
</tr>
</tbody>
</table>
22651 (i)(l) Multiple parking citations
22651 (j) Lack of vehicle registration
22651 (k) Parking over seventy-two hours
22651 (l) Parking in a construction zone
22651 (m) Violation of special events restriction
22651 (n) No parking zone
22651 (o)(1) Delinquent vehicle registration
22651 (p) Driver unlicensed or license suspended
22651 (r) Vehicle blocking another vehicle
22651 (t) Notice to appear/illegal amber lights
22655.3 Removal for investigation
(fleeing in violation of Section 2800.1 or 2800.2)
22655.5 (b) Vehicle is evidence of crime
22669 Abandoned vehicle; and

WHEREAS, Vehicle Code Section 22850.5 authorizes this Council, by Resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage or release of properly impounded vehicles; and

WHEREAS, the Sheriff is proposing adoption of the following fees pursuant to Vehicle Code Section 22850.5:

(a) $152 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code Section 14602.6, which relates to the licensing status of the driver; and/or

(b) $50 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above; and

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles property impounded pursuant to or on account of violation of Vehicle Code Section 14602.6 exceed $152 per impound; and

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles property impounded pursuant to or on account of violations of the other Vehicle Code provisions listed above exceed $50 per impound; and
WHEREAS, the above-described difference in costs is attributable to the additional costs of ascertaining the licensing status of the driver and complying with the complex requirements of Vehicle Code Section 14602.6; and

WHEREAS, persons whose vehicles are impounded, rather than the public as a whole, should bear the administrative costs of processing such impounds; and

WHEREAS, Vehicle Code Section 22850.5 imposes the following restrictions on the imposition of an administrative fee:

(a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of the Civil Code unless the sale is sufficient in amount to pay the lienholder’s total charges and proper administrative costs; and

(b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and

WHEREAS, it also is unfair to impose the administrative fee authorized by Vehicle Code Section 22850.5 in the following circumstances: (1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from a location where it is not permitted; (2) when the vehicle was stolen; (3) when the vehicle was left by an ill or injured driver; and, (4) when it was demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a notice of public hearing with respect to the proposed new fees was given in accordance with applicable law; and

WHEREAS, a public hearing pertaining to said proposed new fees was held on May 16, 2000.
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. That this Council finds, in accordance with California Public Resources Code Section 21080(b)(8), that the charges listed herein below are only for the purposes of meeting the operating expenses and are, therefore, exempt from compliance with the California Environmental Quality Act.

SECTION 2. That on July 1, 2000, the administrative fees indicated below shall become effective for the removal, impound, storage or release of vehicles properly impounded after removal from locations in this City in accordance with or on account of violation of the provisions of the Vehicle Code listed below:

(a) A fee of $152 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code Section 14602.6; and

(b) A fee of $50 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code Section:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>14602.6</td>
<td>Suspended, revoked or unlicensed driver/30-day hold</td>
</tr>
<tr>
<td>22651(a)</td>
<td>Unattended vehicle on bridge</td>
</tr>
<tr>
<td>22651(d)</td>
<td>Vehicle blocking driveway</td>
</tr>
<tr>
<td>22651(e)</td>
<td>Vehicle blocking fire hydrant</td>
</tr>
<tr>
<td>22651(f)</td>
<td>Vehicle blocking freeway</td>
</tr>
<tr>
<td>22651(h)(l)</td>
<td>Driver arrested</td>
</tr>
<tr>
<td>22651(h)(2)</td>
<td>Order of suspension or revocation pursuant to Section 13388</td>
</tr>
<tr>
<td>22651(i)(l)</td>
<td>Multiple parking citations</td>
</tr>
<tr>
<td>22651(j)</td>
<td>Lack of vehicle registration</td>
</tr>
<tr>
<td>22651(k)</td>
<td>Parking over seventy-two hours</td>
</tr>
<tr>
<td>22651(l)</td>
<td>Parking in a construction zone</td>
</tr>
<tr>
<td>22651(m)</td>
<td>Violation of special events restriction</td>
</tr>
<tr>
<td>22651(n)</td>
<td>No parking zone</td>
</tr>
<tr>
<td>22651(o)(1)</td>
<td>Delinquent vehicle registration</td>
</tr>
<tr>
<td>22651(p)</td>
<td>Driver unlicensed or license suspended</td>
</tr>
<tr>
<td>22651(r)</td>
<td>Vehicle blocking another vehicle</td>
</tr>
<tr>
<td>22651(t)</td>
<td>Notice to appear/illegal amber lights</td>
</tr>
<tr>
<td>22655.3</td>
<td>Removal for investigation (fleeing in violation of Section 2800.1 or 2800.2)</td>
</tr>
<tr>
<td>22655.5(b)</td>
<td>Vehicle is evidence of crime, or</td>
</tr>
</tbody>
</table>
Abandoned vehicle.

SECTION 3. That the Sheriff is authorized to collect said fees, on behalf of this City, at the time of release of vehicles that are subject to the fees.

SECTION 4. That said fees shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

SECTION 5. That said fees shall only be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and such fees, if otherwise applicable, shall be imposed only upon the person requesting that hearing or appeal.

SECTION 6. That said fees shall not be imposed in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts to promptly remove the vehicle from a location where it is not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; and (d) when it was demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

SECTION 7. That at Sheriff headquarters or at any Sheriff substation, a registered owner or agent of a registered owner who believes he/she/it is exempt from either of said fees in accordance with any of the above-listed criteria may apply in writing for a waiver of the fee and shall present such supporting information or documentation as the Sheriff may request.

SECTION 8. That upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall promptly determine whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.
SECTION 9. That until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities in Orange County that contract for the Sheriff’s law enforcement services.

SECTION 10. That expenditures of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials, and supplies utilized in the Traffic Violator Apprehension Program.

SECTION 11. That until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.

SECTION 12. The Interim City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 1st day of August, 2000.

RICHARD T. DIXON, MAYOR

ATTEST:

NANCY C. LACEY, INTERIM CITY CLERK

APPROVED AS TO FORM:

GREGORY G. DIAZ, CITY ATTORNEY
STATE OF CALIFORNIA  )
COUNTY OF ORANGE  )  ss.
CITY OF LAKE FOREST  )

I, Nancy C. Lacey, Interim City Clerk of the City of Lake Forest, do HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Lake Forest at a regular meeting thereof, held on the 1st day of August, 2000, by the following vote:

AYES: 5  COUNCIL MEMBERS: Herzog, McCullough, Rudolph, Wilson, Dixon
NOES: 0  COUNCIL MEMBERS: None
ABSENT: 0  COUNCIL MEMBERS: None
ABSTAIN: 0  COUNCIL MEMBERS: None

[Signature]
NANCY C. LACEY
INTERIM CITY CLERK
## ORANGE COUNTY SHERIFF-CORONER
### TRAFFIC VIOLATOR APPREHENSION PROGRAM

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### CERTIFICATION

THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM

**CITY MANAGER REQUEST:**

Printed Name ____________________________

Signature: _______________________________ DATE __________________

### APPROvals

**ORANGE COUNTY SHERIFF-CORONER DEPARTMENT**

Recommended For Approval

CITY POLICE SERVICES CHIEF || MANAGER – TVA PROGRAM
AGREEMENT
BETWEEN THE
CITY OF LAKE FOREST
AND THE
COUNTY OF ORANGE

THIS AGREEMENT is entered into this Twenty-sixth Twenty-third day of May 20192020 which date is enumerated for purposes of reference only, by and between the CITY OF LAKE FOREST, hereinafter referred to as “CITY”, and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WITNESSETH:

WHEREAS, CITY wishes to contract with COUNTY for law enforcement services; and

WHEREAS, COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
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Attachment A Regular Services by County
Attachment B City Ordinances
Attachment C Payment
Attachment D County Billing Policy
Attachment E Forfeited and Seized Asset Policy
Attachment F TVAP Resolution
Attachment G TVAP Form
A. TERM:
The term of this Agreement shall commence July 1, 2020 and terminate June 30, 2021 unless earlier terminated by either party or extended in the manner set forth herein.

B. OPTIONAL TERMINATION OR EXTENSION:
1. COUNTY or CITY may terminate this Agreement, without cause, upon one-hundred and eighty (180) days written notice to the other party.
2. If COUNTY and CITY have not entered into a written agreement by June 30, 2021 for COUNTY to provide to CITY, during all or part of the period between July 1, 2020 and June 30, 2021, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY’s Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, 2021 and August 31, 2021, and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, 2019 through June 30, 2020. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY’s Board of Supervisors and CITY’s Clerk.

C. REGULAR SERVICES BY COUNTY:
1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as “SHERIFF”, shall render to CITY law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of CITY other than licensing ordinances.
C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY’s Council.

3. The level of service, other than for licensing, to be provided by COUNTY for the period July 1, 2019 through June 30, 2020 is set forth in Attachment A and incorporated herein by this reference.

4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 shall be adjusted accordingly.

5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. SHERIFF shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.

6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF
determines that the Lieutenant is needed elsewhere, SHERIFF will notify
CITY’s Manager within four (4) hours. SHERIFF will return the Lieutenant

C. REGULAR SERVICES BY COUNTY: (Continued)

to CITY as soon as possible once the emergency situation is under control.

7. With respect to the licensing ordinances of CITY listed in Attachment B
hereto, which is incorporated herein by this reference, SHERIFF shall
receive applications for CITY licenses pursuant to said ordinances and
complete investigations relating to such applications. Said investigations
shall be forwarded to CITY Manager. COUNTY shall not provide any
advisory, administrative, hearing or litigation attorney support or services
related to licensing. COUNTY shall not provide any administrative or
investigatory services related to the licensing ordinances listed in
Attachment B hereto, except the investigations relating to initial applications
for which this subsection provides.

8. With the limitations set forth, SHERIFF, on behalf of COUNTY, and CITY
Manager, on behalf of CITY, are authorized to execute written amendments
to this Agreement to increase or decrease the level of service set forth in
Attachment A, when SHERIFF and CITY Manager mutually agree that such
increase or decrease in the level of service is appropriate. Any such
amendment to the Agreement shall concomitantly increase or decrease the
cost of services payable by CITY as set forth in Attachment C and
incorporated herein by this reference and the Maximum Obligation of CITY
set forth in Subsection G-2, in accordance with the current year’s COUNTY
law enforcement cost study. SHERIFF and CITY Manager shall file copies
of any such amendments to this Agreement with the Clerk of COUNTY’s
Board of Supervisors and CITY’s Clerk. Amendments to this Agreement
executed by SHERIFF and CITY Manager may not, in the aggregate,
increase or decrease the cost of services payable by CITY by more than
one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2.

C. REGULAR SERVICES BY COUNTY: (Continued)

Prior approval by COUNTY’s Board of Supervisors and CITY’s Council is required before execution of any amendment that brings the aggregate total of changes in costs payable by CITY to more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2 of this Agreement.

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

1. Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year’s COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and
equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing

D. **ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY**: (Continued)

the normal and regular ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between COUNTY and the bargaining unit representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year’s COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

3. **Supplemental services for events operated by public entities on non-CITY property.** At the request of CITY, through its City Manager, and within the limitations set forth in this subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will
provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year’s COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of the Sheriff at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year’s COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.

5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in
Attachment C and in the Maximum Obligation set forth in Subsection G-2 has been established without written notification to the CITY.

E. PATROL VIDEO SYSTEMS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called “PVS”) that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.

2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2019 through June 30, 2020.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they...
become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade PVS as needed. The costs of replacing/upgrading PVS shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade PVS.

F. LICENSING SERVICES BY CITY:

Upon receipt from SHERIFF of investigations of applications for licenses referred to in Subsection C-7 of this Agreement, CITY Manager shall determine whether to grant or deny the licenses and will issue the licenses or notify the applicants of denial. CITY shall provide all attorney services related to the granting, denial, revocation and administration of said licenses and the enforcement of CITY ordinances pertaining to said licenses.

G. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.

2. Unless the level of service set forth in Attachment A is increased or decreased pursuant to mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the period July 1,
2019 through June 30, 2020, shall be $17,659,904,255,224 as set forth in Attachment C.

G. PAYMENT: (Continued)

The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY’s Maximum Obligation.

3. COUNTY shall invoice CITY monthly. During the period July 1, 2019 through June 30, 2020, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2019 and June 30, 2020.

4a. At the time this Agreement is executed, there are may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 2019-2021 cost set forth in Attachment C nor in the Fiscal Year 2019-2021 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work
performed by such personnel after July 1, 20192020, and CITY’s Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for

G. PAYMENT: (Continued)

such increases on a pro-rata basis over the portion of the period between July 1, 20192020 and June 30, 20202021 remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 20192020 through June 30, 20202021, and CITY’s Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 20192020 and June 30, 20202021 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

4b. If CITY is required to pay for increases as set forth in Subsection G-4a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY as set forth in Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 20192020 through June 30, 20202021 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-2 for said period at the time this Agreement originally was executed. The purpose of such adjustment of service levels will be to give CITY the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by CITY. In the event of such reduction in level of
service and adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of

//

G. PAYMENT: (Continued)

service provided to CITY shall be made by SHERIFF with the approval of CITY.

5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors’ approved County Billing Policy, which is attached hereto as Attachment D and incorporated herein by this reference.

6. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.

7. As payment for the Licensing Services described in Subsection C-7 of this Agreement, COUNTY shall retain all fees paid by applicants for licenses pursuant to CITY ordinances listed in Attachment B hereto. Retention of said fees by COUNTY shall constitute payment in full to COUNTY for costs incurred by COUNTY in performing the functions related to licensing described in Subsection C-7; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference between the amount of fees retained by COUNTY and the fees that were set forth in the ordinances listed in Attachment B at the time this Agreement was executed. If CITY increases the fee schedule for the licensing ordinances set forth in Attachment B, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.

8. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY-established rates and will be credited to CITY on an annual basis.
9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto, which is incorporated herein by this reference.

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

**CITY:**

ATTN: CITY MANAGER

25550100 COMMERCENTRE DRIVE Civic Center Drive

LAKE FOREST, CA 92630 – 8855

**COUNTY:**

ATTN: LAW ENFORCEMENT CONTRACT MANAGER

HERIFF-CORONOR DEPARTMENT

320 NORTH FLOWER STREET, SUITE 108

SANTA ANA, CA 92703

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF COUNTY:

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY’s agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees
shall not be entitled to any rights or privileges of CITY employees and shall not
be considered in any manner to be CITY employees.

J. STATE AUDIT:
Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
subject to examination and audit by the State Auditor for a period of three (3)
years after final payment by CITY to COUNTY under this Agreement. CITY
and COUNTY shall retain all records relating to the performance of this
Agreement for said three-year period, except that those records pertaining to
any audit then in progress, or to any claims or litigation, shall be retained
beyond said three-year period, until final resolution of said audit, claim or
litigation.

K. ALTERATION OF TERMS:
This Agreement fully expresses all understanding of CITY and COUNTY with
respect to the subject matter of this Agreement and shall constitute the total
Agreement between the parties for these purposes. No addition to or alteration
of the terms of this Agreement shall be valid unless made in writing, formally
approved and executed by duly authorized agents of both parties.

L. INDEMNIFICATION:
1. COUNTY, its officers, agents, employees, subcontractors and independent
contractors shall not be deemed to have assumed any liability for the
negligence or any other act or omission of CITY or any of its officers,
agents, employees, subcontractors or independent contractors, or for any
dangerous or defective condition of any public street or work or property of
CITY, or for any illegality or unconstitutionality of CITY’s municipal
ordinances. CITY shall indemnify and hold harmless COUNTY and its
elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or
independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, and with counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

1. COUNTY has established a Traffic Violator Apprehension Program ["the Program"], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF’s law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the amount and under the terms and conditions set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter called a “TVAP resolution”], and has directed that the revenue from such fee be used for the Program. CITY’s participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and
adopts a new TVAP resolution pertaining to the above-referenced fee and
the Program, and 2) remains a participant in the Program thereafter, CITY’s
Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
authority to execute an amendment of this Agreement to substitute CITY’s
amended or new TVAP resolution for Attachment F hereto, as long as said

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

amendment to this Agreement does not materially change any other
 provision of this Agreement.

2. COUNTY will make available for review, at the request of CITY, all financial
data related to the Program as may be requested by CITY.

3. Fee revenue generated by COUNTY and participating cities will be used to
fund the following positions, which will be assigned to the Program:

- Ten one hundredths of one (0.10) Sergeant
  (8 hours per two-week pay period)
- One (1) Staff Specialist
  (80 hours per two-week pay period)
- One (1) Office Specialist
  (80 hours per two-week pay period)

4. Fee revenue generated by CITY may be used to reimburse CITY for
expenditures for equipment and/or supplies directly in support of the
Program. In order for an expenditure for equipment and/or supplies to be
eligible for reimbursement, CITY shall submit a request for and obtain pre-
approval of the expenditure by using the form as shown in Attachment G.
The request shall be submitted within the budget schedule established by
SHERIFF. SHERIFF shall approve the expenditure only if both of the
following conditions are satisfied: 1) there are sufficient Program funds,
attributable to revenue generated by the CITY’s fee, to pay for the requested
purchase, and 2) CITY will use the equipment and/or supplies, during their
entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase. In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY’s

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

TVAP resolution in effect at the time of purchase.

5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY’s share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

N. MOBILE DATA COMPUTERS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, mobile data computers (hereinafter called “MDCs”) that are or will be mounted in patrol vehicles and motorcycles, designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said MDCs for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and

N. MOBILE DATA COMPUTERS: (Continued)

contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2019 through June 30, 2021.

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars or motorcycles designated for use in the CITY, or for CITY’s Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
5. COUNTY will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade MDCs.

//
//

O. E-CITATION UNITS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.

2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2019 through June 30, 2021.

4. If, following the initial acquisition of E-Citation units referenced above, CITY requires additional E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY,
CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY.

O. E-CITATION UNITS: (Continued)

set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade E-Citation units.
IN WITNESS WHEREOF, the parties have executed the AGREEMENT in the County of Orange, State of California.

DATED:__________________________

CITY OF LAKE FOREST

ATTEST:__________________________

City Clerk

BY:______________________________

Mayor

APPROVED AS TO FORM:

BY:______________________________

City Attorney

DATED:__________________________

COUNTY OF ORANGE

BY:______________________________

Chairwoman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

Attest:

______________________________
Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: __________________________
   Deputy

DATED: _________________________
Date: June 11, 2020
To: Clerk of the Board of Supervisors
From: Dylan Wright, Director, OC Community Resources
Re: ASR Control #: 20-000479, Meeting Date 6/23/20  Agenda Item No. # 51
Subject: Resolution Authorizing Submittal of a Permanent Local Housing Allocation Application

☐ Request to continue Agenda Item No. # 51 to the 7/14/20 Board Meeting.

Comments: Per the public meeting requirement, we had published a public notice in three newspapers on June 5, 2020 to notice a 15-day public review and comment period running through June 19, 2020. In the notice, we also indicated we would have the relevant documents available for public review and comment in two locations from June 5, 2020 through June 19, 2020: OCCR/HCD website and OCPL website. The relevant documents were not posted on these two website locations until yesterday, June 10, 2020. Therefore, in order to ensure we are in full compliance with the public meeting requirement and information that was contained within the public notice, we would like to continue the item so we can re-publish the public notice and re-post on the websites accordingly and appropriately.

☐ Request deletion of Agenda Item No. # _____

Comments:
Revised to ASR and/or Attachments

Date: June 15, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Khalid Bazmi, Interim Director of OC Public Works
Re: ASR Control #: 20-000211, Meeting Date: 6/23/20, Item No. # 55
Subject: Award Construction Contract for Santiago Canyon Road Safety Improvement Project

Explanation: OC Public Works would like to change Board of Supervisor Districts from All Districts to District 3 and 5.

☐ Revised Recommended Action(s)

☐ Make modifications to:
   ☐ Subject    ☐ Background Information    ☐ Summary    ☐ Financial Impact

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))
Explanation: OC Public Works is requesting a revision memo to update the CEQA statement so that the language is consistent with the CEQA language in ASR 19-001371, Item #66.

☐ Revised Recommended Action(s)

1. Find that the project is categorically exempt from the CEQA, Class 1 (Existing Facilities) pursuant to CEQA Guidelines Section 15301, Class 4 (Minor Alternations to Land) pursuant to CEQA Guidelines Section 15304 and Class 11 (Accessory Structures), pursuant to CEQA Guidelines Section 15311.

1. Make the following CEQA findings:

a. The City of Irvine, as lead agency under CEQA, in Irvine City Council Resolution No. 03-60, adopted on May 27, 2003, certified a Final Program Environmental Impact Report for the Orange County Great Park Annexation, General Plan Amendment, Zoning and Related Actions (SCH# 2002101020) and in Irvine City Council Resolution No. 13-132, adopted on November 26, 2013, certified a Final Second Supplemental Environmental Impact Report for the Heritage Fields Project 2012 GPA/ZC (SCH# 2002101020), that studied the environmental impacts associated with the proposed action. The County of Orange has reviewed and considered the Final Program Environmental Impact Report and Final Second Supplemental Environmental Impact Report and certifies that it has done so.

b. There are no significant environmental effects within the jurisdiction of the County of Orange that require a finding on the part of the County of Orange.

c. The circumstances of the Heritage Fields Project 2012 GPA/ZC are substantially the same as described in Final Program Environmental Impact Report for the Orange County Great Park Annexation, General Plan Amendment, Zoning and Related Actions and Final Second Supplemental Environmental Impact Report for the Heritage Fields Project 2012 GPA/ZC, and no substantial changes have been made in the Heritage Fields Project 2012 GPA/ZC, no substantial changes have occurred in the circumstances under which the Heritage Fields Project 2012 GPA/ZC is being undertaken, and no
new information of importance to the Heritage Fields Project 2012 GPA/ZC, which was not known or could not have been known when the Final Program Environmental Impact Report and Final Second Supplemental Environmental Impact Report were certified has become known. Pursuant to CEQA Guidelines Section 15162 and 15168, the County of Orange is authorized to rely on the Program Environmental Impact Report and Final Second Supplemental Environmental Impact Report and no further environmental review is required.

☐ Make modifications to:

☐ Subject  ☑ Background information  ☐ Summary  ☐ Financial Impact

Compliance with CEQA: The proposed Project is Categorically Exempt (Class 1, Class 4 and Class 11) from the provisions of CEQA pursuant to Sections 15301-15304, 15311, respectively because the exemptions provide minor alteration of existing public facilities involving negligible or no expansion of existing or former use, minor public alterations in the condition of land and placement of minor structures accessory to existing facilities, for lease of existing public facilities involving negligible or no expansion of existing or former use.

The City of Irvine, as lead agency under CEQA, in Irvine City Council Resolution No. 03-60, adopted on May 23, 2003, certified a Final Program Environmental Impact Report (PEIR) for the Orange County Great Park Annexation, General Plan Amendment, Zoning and Related Actions (SCH# 2002101020), and in Irvine City Council Resolution No. 13-132, adopted on November 26, 2013, certified a Final Second Supplemental Environmental Impact Report (SSEIR) for the Heritage Fields Project 2012 GPA/ZC (SCH# 2002101020), which studied the environmental impacts associated with the proposed action. The County has reviewed and considered the Final PEIR and Final SSEIR and has certified that it has done so. The County is authorized by CEQA Guidelines Section 15162 and 15168 to rely on the Final PEIR and Final SSEIR certified by the City of Irvine, and no further environmental review is required. In addition, the proposed action is also Categorically Exempt (Class 1, Class 3, Class 4 and Class 11) from the provisions of CEQA pursuant to Sections 15301, 15303, 15304, and 15311, because the exemptions provide for lease of existing facilities involving negligible or no expansion of existing or former use, new construction or conversion of small structures, minor public alterations in the condition of the land and placement of minor structures to existing facilities.

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Add the following attachments:

Attachment F – Environmental Impact Report, Orange County Great Park
Attachment G – Supplemental Environmental Impact Report, Heritage Fields Project 2012 GPA/ZC
Final Program Environmental Impact Report

for the

Orange County Great Park Annexation,

General Plan Amendment, Zoning and Related Actions

(May 2003)

Final Second Supplemental Environmental Impact Report

for the

Heritage Fields Project 2012 GPA/ZC

(October 2013)

Continuation or Deletion Request

Date:       June 22, 2020
To:         Clerk of the Board of Supervisors
From:       Steve Sentman, Chief Probation Officer
Re:         ASR Control #: 20-000337, Meeting Date 06/23/20  Agenda Item No. # 60
Subject:    Approve Contract for Armed Security Guard Services

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

Comments:

☒ Request deletion of Agenda Item No. # 60

Comments: There has been substantial changes to the contract and a new Agenda Staff Report will be required at a later date.
**AGENDA STAFF REPORT**

**MEETING DATE:** 06/23/20  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** All Districts  
**SUBMITTING AGENCY/DEPARTMENT:** County Executive Office (Approved)  
**DEPARTMENT CONTACT PERSON(S):**  
- Peter DeMarco (714) 834-5777  
- Cynthia Shintaku (714) 834-7086  

**SUBJECT:** Grant Applications/Awards Report

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concur</td>
<td>Approved Resolution to Form</td>
<td>Discussion 3 Votes Board Majority</td>
</tr>
</tbody>
</table>

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

**Staffing Impact:** No  
**# of Positions:**  
**Sole Source:** N/A  
**Current Fiscal Year Revenue:** N/A  
**Funding Source:** N/A  
**County Audit in last 3 years:** No

**Prior Board Action:** N/A

**RECOMMENDED ACTION(S):**

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

1. Approve Grant Application and Adopt Resolution – Health Care Agency – Emergency Solutions Grant- CARES Act –$2,573,400.


3. Approve Grant Award – Health Care Agency – Sexually Transmitted Diseases Program Management and Collaboration – $1,263,190.


5. Approve Retroactive Grant Award – OC Community Resources – Summer Training and Employment Program for Students (STEPS) 2020 – $250,000.

7. Approve Retroactive Grant Application – Probation – FY 2020 Patrick Leahy Bulletproof Vest Partnership (BVP) – $139,026.84.

8. Approve Grant Award – Social Services Agency – Housing and Disability Advocacy Program (HDAP) – $102,634.00.


SUMMARY:
See the attached Grants Report.

BACKGROUND INFORMATION:
See the attached Grants Report.

FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A - Grants Report
Attachment B - HCA ESG Resolution
Attachment B - OCPW LEAP Resolution
County of Orange Report on Grant Applications/Awards

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

On June 23, 2020 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

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

ACTION ITEMS

1. Approve Grant Application and Adopt Resolution – Health Care Agency – Emergency Solutions Grant- CARES Act –$2,573,400.


3. Approve Grant Award – Health Care Agency – Sexually Transmitted Diseases Program Management and Collaboration – $1,263,190


5. Approve Retroactive Grant Award – OC Community Resources – Summer Training and Employment Program for Students (STEPS) 2020 – $250,000.


7. Approve Retroactive Grant Application – Probation – FY 2020 Patrick Leahy Bulletproof Vest Partnership (BVP) – $139,026.84.

8. Approve Grant Award – Social Services Agency – Housing and Disability Advocacy Program (HDAP) – $102,634.00.


If you or your staff have any questions or require additional information on any of the items in this report, please contact Cynthia Shintaku at 714-834-7086.
## GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>06/16/2020</th>
</tr>
</thead>
</table>
| Requesting Agency/Department: | Health Care Agency  
                         | Office of Care Coordination |
| Grant Name and Project Title: | State of California Coronavirus Aid, Relief and Economic Security Act, Emergency Solutions Grant Program |
| Sponsoring Organization/Grant Source: | State of California Department of Housing and Community Development |
| Application Amount Requested: | $2,573,400 |
| Application Due Date: | July 20, 2020 |
| Board Date when Board Approved this Application: | N/A |
| Awarded Funding Amount: | N/A |
| Notification Date of Funding Award: | N/A |
| Is this an Authorized Retroactive Grant Application/Award? | No |
| Recurrence of Grant: | Recurrent |
| If this is a recurring grant, please list the funding amount applied for and awarded in the past: | Each allocation is a new grant award. The previous grants awarded were 2017: $1,098,072  
2018: $584,187  
2019: $605,188  
2020: $640,283 Pending |
| Does this grant require CEQA findings? | No |
| What Type of Grant is this? | Competitive  
Other Type: Explain: State designated Administrative Entity |
| County Match? | Yes  
Amount: No |
| How will the County Match be Fulfilled? | N/A |
| Will the grant/program create new part or full-time positions? | No |
| Purpose of Grant Funds: | Provide a summary and brief background of why Board of Supervisors should accept this grant application/award, and how the grant will be implemented. |

The Emergency Solutions Grant (ESG) Program provides funding to (1) engage individuals and families experiencing unsheltered homelessness; (2) improve the number and quality of emergency shelters for individuals and families experiencing homelessness; (3) help operate these shelters; (4) provide essential services to participants of shelter programs; (5) rapidly re-house individuals and families experiencing homelessness; and (6) prevent families and individuals from becoming homeless.

On March 30, 2016, the State Department of Housing and Community Development (HCD) approved OC Community Resources, in collaboration with the Orange County Continuum of Care, as the Administrative Entity (AE) for allocation of ESG funding.

On March 27, 2020, Congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act. The CARES Act identified additional funding for the Emergency Solutions Grant (ESG) Program, the Community Development Block Grant (CDBG) Program, and the Housing Opportunities for Persons with AIDS (HOPWA) Program to support preparation for, and response to, the community impacts of the COVID-19 pandemic. The
distribution plan of the U.S. Department of Housing and Urban Development (HUD) for the additional funding includes multiple phases to address the immediate crisis resulting from the rising pandemic and post-pandemic community recovery.

On May 11, 2020, HCD announced the release of the 2020 Emergency Solutions Grant CARES Act Stimulus (ESG-CV) Notice of Funding Availability (NOFA) for the Continuum of Care Allocation. The Orange County Continuum of Care received an allocation amount of $2,573,400, which includes the County as AE as retaining approximately $128,700 for grant administration and the remaining amount of $2,444,700 for emergency shelter, rapid rehousing, homeless prevention and other related eligible activities. The NOFA provides documentation requirements for AEs approved to administer ESG-CV funding. AEs are required to submit an authorizing resolution from the AE’s Governing Board and submit as part of the application.

Applications, including the authorizing resolutions for the AE’s Governing Body, are due to State HCD no later than July 20, 2020. HCA will bring back to the Board of Supervisors for approval any award agreement received subsequent to the application submission.

The Office of Care Coordination will submit contracts with selected sub-recipients for the ESG-CV Program funding to the Board of Supervisors for approval once final allocations and award have been received.

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

Recommended Action/Special Instructions (Please specify below)

1. Adopt by Resolution to authorize HCA Director or designee to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG-CV grant awarded to Applicant, as the Department may deem appropriate.

2. Authorize the HCA Director or designee to submit the NOFA application and other related forms to State of California Housing and Community Development for allocation of 2020 Emergency Solutions Grant CARES Act Stimulus.

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

<table>
<thead>
<tr>
<th>Jason Austin, Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCA Office of Care Coordination</td>
</tr>
<tr>
<td><a href="mailto:jaustin@ochca.com">jaustin@ochca.com</a></td>
</tr>
<tr>
<td>(714) 834-3747</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
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<td>(714) 834-3747</td>
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</table>
A majority of the Board of Supervisors of the County of Orange (“Applicant”) hereby consent to, adopt and ratify the following resolutions:

A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated May 2020 under the Coronavirus Aid, Relief, and Economic Security (CARES) Act allocation to the Emergency Solutions Grants (ESG) Program (hereinafter referred to as the “Program,” or “ESG-CV”); and

B. WHEREAS the Department may approve funding allocations for the ESG-CV Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG-CV grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of ESG-CV funds from the Department pursuant to the above referenced ESG-CV NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG-CV Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive an ESG-CV grant, in an amount not to exceed $2,573,400 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the ESG-CV funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. The Director of the OC Health Care Agency or designee is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG-CV grant awarded to Applicant, as the Department may deem appropriate.
PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Orange this 16th day of June, 2020 by the following vote:

INSTRUCT/ON: Fill in all four vote-count fields below, if none, indicate "O" for that field. Vote totals will be compared to current organizational bylaws, or other governing documents for cities and counties, to verify that an adequate quorum was present for a valid vote by the organization, and that the total number of votes matches the stated number of directors/members/councilmembers/supervisors, etc.

AYES:
NOES:
ABSTENTIONS:
ABSENT:

______________________________
Signature of Approving Officer
_Michelle Steel, Chairwoman_

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor.

______________________________
Signature of Attesting Officer
_Robin Stieler, Clerk of the Board_
The California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability for the Pet Assistance and Support (PAS) Program. The PAS Program provides funding to provide shelter, food, basic veterinary services, and staffing and liability insurance related to providing those services to qualified homeless shelters housing common household pets with their owners. The intent of the program is to reduce barriers for those individuals experiencing homelessness with their common household pet. The Health Care Agency (HCA) Office of Care Coordination pursued this grant opportunity to bring additional funding and resources to the operations of the County of Orange’s Yale Transitional Center in support of individuals experiencing homelessness and their pets.

On May 21, 2020, the HCA Office of Care Coordination received an award announcement letter and boilerplate sample of PAS program funding for eligible program activities. The State Standard Agreement 19-PAS-14077 will be provided within 60 days of the award letter for the HCA Director or designee to authorize and execute the contract with HCD.

On May 27, 2020, a Request for Proposal for the Yale Transitional Center was issued to procure an Operator for the multi-service center and emergency shelter program that supports a safe sleep for up to 425 program participants.
participants and onsite supportive services. The selected Operator for the Yale Transitional Center will administer PAS program at the Yale Transitional Center in partnership with the Office of Care Coordination. The Office of Care Coordination will submit contracts with selected Operator to the Board of Supervisors for approval upon selection of the Operator at a later date.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐</th>
<th>No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
<td></td>
</tr>
</tbody>
</table>

1. Accept and approve the grant award from the State of California Department of Housing and Community Development for the Pet Assistance and Support Program funds in the amount of $149,898, and authorize the Health Care Agency Director or designee to submit necessary documents to execute the grant award standard agreement, which terminates three years after the effective date.

2. Authorize the Health Care Agency Director or designee to use the Pet Assistance and Support Program grant award funding to administer the contract with the procured provider to carry out program services.

<table>
<thead>
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<th></th>
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</table>
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**  

- **GRANT APPLICATION / ☒ GRANT AWARD**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today’s Date:</td>
<td>June 17, 2020</td>
</tr>
<tr>
<td>Requesting Agency/Department:</td>
<td>Health Care Agency/ Public Health</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Sexually Transmitted Diseases Program Management and Collaboration</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Department of Public Health (CDPH), Sexually Transmitted Diseases (STD) Control Branch</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>N/A</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>N/A</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>12/17/19</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$1,263,190 ($252,638 x 5 years)</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>June 14, 2020</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☒ Recurrent ☐ Other ☐ Explain: N/A</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>N/A</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☐ Other Type ☒ Explain: Formula</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☐ Amount_____ or _____ % No ☒</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A (Please include the specific budget)</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. The funds must be used to develop and implement innovative public health activities to monitor, investigate, and prevent Sexually Transmitted Diseases (STD) in collaboration with community-based organizations (CBOs) within the local health jurisdiction. Key strategic targets for STD prevention and control are: enhancement of surveillance and case follow up for syphilis cases; testing, treatment, partner services, and referrals to services for vulnerable and underserved clients at high risk for STD; and implementation of community-based services through partnerships between public health and CBOs. No less than 50 percent of the funds shall be provided to community-based organizations (CBOs) to accomplish these activities.</td>
</tr>
<tr>
<td>Board Resolution Required?</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>Deputy County Counsel Name:</td>
<td>N/A (Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
</tbody>
</table>

The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to...
accept this Grant Agreement for the term of July 1, 2019 through June 30, 2024 and delegate authority to the HCA Director, or designee, to execute the Acceptance of Award, the CCC-4/2017 Certification Form, and the California Civil Rights Laws Certification Form, and Certificate of Liability Insurance. The Agreement contains an indemnification provision that requires the County to indemnify and hold harmless the CDPH against claims that result from County’s performance of the Agreement activities. This provision differs from the County’s practice of requiring contractors to indemnify the County. CEO/Risk Management has reviewed and approved this provision.

Authorize the Health Care Agency Director, or designee, to execute such future amendments to the Agreement referenced above that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>Marc Meulman, (714) 834-2980, <a href="mailto:mmeulman@ochca.com">mmeulman@ochca.com</a></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>Marc Meulman</th>
</tr>
</thead>
</table>
**CEO-Legislative Affairs Office**  
*Grant Authorization eForm*

### GRANT APPLICATION / ☒ GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>June 5, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Community Resources/ Orange County Housing Authority</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>FY 2020 Mainstream Voucher Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>United States Department of Housing and Urban Development Department</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$438,994</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>May 18, 2020</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☐ Recurrent ☒ Other ☐ Explain:</td>
</tr>
<tr>
<td>Amount Applied</td>
<td>Amount Awarded</td>
</tr>
<tr>
<td>$2,899,200</td>
<td>$530,866</td>
</tr>
<tr>
<td>$1,260,000</td>
<td>$549,168</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☐ Other Type ☒ Explain: COVID-19 funding</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☐ Amount_____ or _____% No ☒</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

Orange County Housing Authority is eligible for an increase in Mainstream vouchers and funding as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136). The CARES Act directs the Department of Housing and Urban Development (HUD) to proportionally allocate additional vouchers to PHAs that received an award under either of the two most recent Notices of Funding Availability (NOFAs).

The U.S. Department of Housing and Urban Development’s (HUDs) Mainstream Voucher Program provides funding to assist non-elderly persons with disabilities who are:

- Transitioning out of institutional or other segregated settings,
- At serious risk of institutionalization,
- Homeless, or
- At risk of becoming homeless

The program encourages partnerships with health and human service agencies with a demonstrated capacity to coordinate voluntary services and supports to enable individuals to live independently in the community. Since 2018, the Orange County Housing Authority (OCHA) has partnered with the Orange
County Health Care Agency (HCA) Whole Person Care Pilot (WPC) Program to compete for Mainstream Voucher Program funding and administer the Mainstream Voucher Program.

OCHA did not anticipate this award, as its last application and subsequent award occurred in 2019. However, on Monday, May 18, 2020, OCHA received an award letter, which specified that every Public Housing Agency that received an award through the FY 2017 or FY 2019 Mainstream Voucher Program Notices of Funding Availability are eligible to receive a 30 percent increase in their Mainstream Voucher Program. With this additional Mainstream Voucher Program award, OCHA will provide rental assistance payments for an additional 24 non-elderly disabled households experiencing homelessness that:

- Frequently use Orange County hospitals/emergency services in OCHA jurisdiction; or
- Are connected to Coordinated Entry System access points in OCHA jurisdiction; or
- Remain on OCHA’s Waiting List in OCHA’s jurisdiction

Since implementation of the Mainstream Voucher Program, OCHA and HCA have successfully housed 35 non-elderly disabled households.

If approved to accept this award, the award will be effective September 1, 2020 and funding will automatically renew annually to support housing assistance payments and administrative costs. This award will bring OCHA’s Mainstream Voucher Program count to 101 vouchers.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
</tr>
</tbody>
</table>

Authorize OC Community Resources Director or designee to sign documents applicable to this award, accept funding and administer the Mainstream Voucher Program.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Julia Bidwell - (714) 480-2991 <a href="mailto:julia.bidwell@occr.ocgov.com">julia.bidwell@occr.ocgov.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Julia Bidwell - (714) 480-2991 <a href="mailto:julia.bidwell@occr.ocgov.com">julia.bidwell@occr.ocgov.com</a></td>
<td></td>
</tr>
</tbody>
</table>
DATE:       June 6, 2020

TO:         Frank Kim, County Executive Officer

FROM:       Dylan Wright, Director, OC Community Resources

SUBJECT:    RETROACTIVE APPROVAL: OC COMMUNITY SERVICES/COMMUNITY INVESTMENT DIVISION ACCEPTANCE OF GRANT AWARD

On May 18, 2020, OC Community Services/Community Investment Division received the grant contract from the Foundation for California Community Colleges for the Summer Training and Employment Program for Students (STEPS) program awarded to implement projects that provide work experience and job preparation training for students with disabilities. The grant award is in the amount of $250,000 and is effective through April 30, 2021.

The attached Grant Authorization eForm is being submitted for the Board of Supervisor’s approval at their June 23, 2020 meeting. The delay to get the eForm approved by the Board within 30-days of notification of funding was due to the time required for OC Community Services/Community Investment Division to review the contract language and negotiate contract terms with the funder.

The funding received through the grant award will support the County in providing the STEPS program to 50 students, ages 16-21 years old. The program will provide job exploration counseling, instruction in self-advocacy, workplace readiness training, career counseling, and paid work-based learning experiences. Each student will receive up to 200 hours of work experience paid at minimum wage. In order to comply with social distancing guidelines, the identified subcontractor will utilize existing partners to initially recruit participants through electronic communication and use videoconferencing and other online platforms to provide services, such as intake meetings and job readiness workshops and trainings. Safety measures for the worksites have been prepared and ready to be implemented as needed.

If you have any questions, please contact Renee Ramirez, Director of OC Community Services at 714-480-6483.

Dylan Wright, Director, OC Community Resources

Approved:

Frank Kim, County Executive Officer
County Executive Office

Date

6/11/20
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

### GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>6/3/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OCRCR/OC Community Services/Community Investment Division</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Summer Training and Employment Program for Students (STEPS) 2020</td>
</tr>
</tbody>
</table>
| Sponsoring Organization/Grant Source: | Foundation for California Community Colleges  
The Foundation is the official foundation supporting the Board of Governors, Chancellor’s Office, and the California Community College system, with the mission of supporting students, colleges, college foundations, and the entire system, helping to improve higher education opportunities throughout the state. |
| Application Amount Requested: | $250,000 |
| Application Due Date: | April 17, 2020 |
| Board Date when Board Approved this Application: | April 23, 2019 (Grant Matrix) |
| Awarded Funding Amount: | $250,000 |
| Notification Date of Funding Award: | 5/18/20 |
| Recurrence of Grant | New [ ] Recurrent [x] Other [ ] Explain: |

- **If this is a recurring grant, please list the funding amount applied for and awarded in the past:**  
  FY 18-19: $250,000 (awarded but OCCS decided not to accept the funds)  

<table>
<thead>
<tr>
<th>Does this grant require CEQA findings?</th>
<th>Yes [ ] No [x]</th>
</tr>
</thead>
<tbody>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive [x] Other Type [ ] Explain:</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes [ ] Amount____ or ____% No [x]</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No new positions</td>
</tr>
</tbody>
</table>

**Purpose of Grant Funds:**  
Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.  
The purpose of the Summer Training and Employment Program for Students (STEPS) grant is to implement projects that provide work experience and job preparation training for students with disabilities. The STEPS program is funded by Workforce Innovation and Opportunity Act (WIOA) through the CA Department of Rehabilitation and administered by the Foundation for California Community Colleges. OCCS/CID will contract with Goodwill Industries of Orange County to provide the STEPS program to 50 students, ages 16-21 years old. The program will provide job exploration counseling, instruction in self-advocacy, workplace readiness training, career counseling, and paid work-based learning experiences. Each student will receive up to 200 hours of work experience paid at minimum wage. Goodwill has partnerships with over 35 companies across all their programs that provide worksites with integrated settings and within high demand industries. Recruitment of students will be accomplished by reaching out through the OCCS/CID youth/young adult service providers, K-12 and community college district contacts, and Regional Center of Orange County. Each student will also be co-enrolled in WIOA programs in order to receive supplemental services. In order to compile with social distancing guidelines, the identified subcontractor will utilize...
existing partners to initially recruit participants through electronic communication and use videoconferencing and other online platforms to provide services, such as intake meetings and job readiness workshops and trainings. Safety measures for the worksites have been prepared and ready to be implemented as needed.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☑</th>
<th>No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>Authorize the OC Community Resources Director or designee to accept the award funding and sign the contract with the Foundation for California Community Colleges. The contract has been reviewed by County Counsel, John Cleveland.</td>
<td></td>
</tr>
<tr>
<td>Department Contact:</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information. Erin Ulibarri (714) 480-6455</td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item: Carma Lacy, Director of Workforce Development</td>
<td></td>
</tr>
<tr>
<td>Field</td>
<td>Details</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Today’s Date:</td>
<td>June 23, 2020</td>
<td></td>
</tr>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Public Works</td>
<td></td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Local Early Action Planning (LEAP) Grants Program Application</td>
<td></td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>State of California Department of Housing and Community Development (State HCD)</td>
<td></td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$500,000</td>
<td></td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>July 1, 2020</td>
<td></td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>State HCD will review applications within 30 days and target award of applications within 60 days, with subsequent Standard Agreements processed within 60 days of award.</td>
<td></td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes □</td>
<td></td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive □</td>
<td></td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes □ □ Amount _____ or _____ % □</td>
<td></td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
<td></td>
</tr>
</tbody>
</table>

In the 2019-20 Budget Act, Governor Gavin Newsom allocated $250 million for all regions, cities, and counties to do their part by prioritizing planning activities that accelerate housing production to meet identified needs of every community. With this allocation, HCD established the Local Early Action Planning Grant Program (LEAP) with $119 million for cities and counties. LEAP provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production. The State Department of Housing and Community Development (State HCD) released the Notice of Funding Availability (NOFA) for the LEAP grant funds on January 27, 2020.

The County of Orange is eligible for an allocation in the amount of $500,000. Eligible activities must be related to housing planning and facilitate the streamlining and acceleration of housing production.
1. The County of Orange, represented by OC Public Works, is hereby authorized and directed to apply for and submit to State HCD the Local Early Action Planning (LEAP) grant application in the amount of $500,000.

2. In connection with the LEAP grant, if the application is approved by State HCD, the Director of OC Public Works or designee is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of $500,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the County’s obligations related thereto, and all amendments thereto (collectively, the “LEAP Grant Documents”).

3. The County of Orange shall be subject to the terms and conditions as specified in the Standard Agreement, the LEAP Grant Program Guidelines, and any applicable LEAP guidelines published by State HCD. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The County of Orange hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by State HCD and in accordance with the LEAP Grants Program Notice of Funding Availability (NOFA), the LEAP Program guidelines and the LEAP Grant Application.

4. The Director of OC Public Works or designee is authorized to execute the County of Orange LEAP Grants Program application, the LEAP Grant Documents, and any amendments thereto, on behalf of the County as required by State HCD for receipt of the LEAP Grant.

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Khalid Bazmi, Interim Director, OC Public Works</td>
</tr>
<tr>
<td>Julie Lyons, Assistant Director/Customer Services, OC Public Works</td>
</tr>
<tr>
<td>Richard Vuong, Interim Deputy Director, OC Development Services, OC Public Works</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2020-XX
RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA
AUTHORIZING APPLICATION FOR, AND RECEIPT OF LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the Board of Supervisors of Orange County, California desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of $119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the Board of Supervisors of Orange County, California (“Applicant”) resolves as follows:

SECTION 1. The Director of OC Public Works or designee is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the Director of OC Public Works or designee of the County of Orange, California is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of $500,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

ADOPTED ON June 23, 2020, by the Board of Supervisors of Orange County, California by the following vote count:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa A. Bartlett, Chairwoman
Board of Supervisors of Orange County, California

ATTEST: ________________________________
Robin Stieler, Clerk of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM: ________________________________
Ray Diaz, County Counsel
County of Orange, California
DATE:       June 11, 2020
TO:         Frank Kim, County Executive Officer
CC:         Bryan Prieto, Assistant Chief Probation Officer
FROM:       Steven Sentman, Chief Probation Officer
SUBJECT:    FY 2020 Patrick Leahy Bulletproof Vest Partnership (BVP)

This memo is to request that the CEO place the subject grant application on the agenda of June 23, 2020 Board of Supervisors (Board) Meeting. This grant funding program is a jurisdiction grant with Orange County Sheriff Department (OCSD), Orange County District Attorney (OCDA) and Orange County Probation (Probation). OCSD is the “CEO” for this grant and will lead in the submission of the pre-award and post-award process of the grant as probation cannot be a stand-alone in the grant.

Patrick Leahy Bulletproof Vest Partnership (BVP) Program provides funding to purchase body armor. These protective vests are directly attributable to saving the lives of law enforcement and corrections officers (based on data collected by the Office of Justice Programs). Of those vests that are purchased, in part was with BVP funds. Patrick Leahy Bulletproof Vest Partnership (BVP) Program is to reimburse states, counties, federally recognized tribes, cities, and local jurisdictions up to 50 percent of the cost of the body armor purchased.

The aforementioned funding opportunity is available to local jurisdictions as a 2-year grant program with reimbursement up to 50 percent. BVP grant funding will be used to help defray the costs of the body armor. Probation is applying for a total estimated cost at $139,026.84 - jurisdiction the amount differs with/from OCSD and OCDA. This grant program will be used to purchase body armor, which is necessary to ensure the safety of the Probation Officers.

[Signature]
Department Head or Designee

[Signature]
Approved: County Executive Officer or Designee
Today’s Date:  
June 4, 2020

Requesting Agency/Department:  
Orange County Probation Department (Probation)

Grant Name and Project Title:  
FY 2020 Patrick Leahy Bulletproof Vest Partnership (BVP)

Sponsoring Organization/Grant Source:  
Patrick Leahy with The Bureau of Justice Assistance (BJA)

Application Amount Requested:  
$139,026.84

Application Due Date:  
June 17, 2020

Board Date when Board Approved this Application:  
N/A

Awarded Funding Amount:  
TBD

Notification Date of Funding Award:  
N/A

Is this an Authorized Retroactive Grant Application/Award?  
(If yes, attach memo to CEO)

Recurrence of Grant  
New ☑ Recurrent ☐ Other ☐ Explain: N/A

If this is a recurring grant, please list the funding amount applied for and awarded in the past:  
N/A

Does this grant require CEQA findings?  
Yes ☐ No ☑

What Type of Grant is this?  
Competitive ☐ Other Type ☑ Explain: Reimbursement Funding

County Match?  
Yes ☐ Amount _____ or _____% No ☑

How will the County Match be Fulfilled?  
(Only include the specific budget)  
N/A

Will the grant/program create new part or full-time positions?  
No

Purpose of Grant Funds:  
Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The purpose of the FY2020 Patrick Leahy Bulletproof Vest Partnership (BVP) Program is to reimburse states, counties, federally recognized tribes, cities, and local jurisdictions up to 50% of the cost of body armor vests purchased for law enforcement officers. From FY 2015 through FY 2019, protective vests were directly attributable to saving the lives of at least 178 law enforcement and corrections officers (based on data collected by the Office of Justice Programs). Twenty-nine of those vests were purchased, in part, with BVP funds.

This grant funding program is a jurisdiction grant with Orange County Sheriff Department (OCSD), Orange County District Attorney (OCDA) and Orange County Probation (Probation). OCSD is the “CEO” for this grant program and will lead in the submission of the pre-award and post-award process of the grant as probation cannot be a stand-alone in the grant. Probation is applying for a total of estimated vests cost of $139,026.84; depending on the BVP reimbursement the funding awards could be up to 50% of estimated cost. This grant is a 2-year grant program. Probation will use BVP grant funds to
help defray the cost to purchase the body armor vests. The awards will be announced in September or October of 2020.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
</tr>
<tr>
<td>1. Authorize the Chief Probation Officer, or designee, to sign all necessary application documents required for the submission of the grant application.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debbie Le</td>
<td>(714) 645-7079 <a href="mailto:Debbie.le@prob.ocgov.com">Debbie.le@prob.ocgov.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven J. Sentman, CPO</td>
<td>(714) 645-7001 <a href="mailto:Steven.Sentman@prob.ocgov.com">Steven.Sentman@prob.ocgov.com</a></td>
</tr>
<tr>
<td>Or</td>
<td>Todd Graham, CDPO (714) 645 – 7003 <a href="mailto:Todd.Graham@prob.ocgov.com">Todd.Graham@prob.ocgov.com</a></td>
</tr>
</tbody>
</table>
### GRANT APPLICATION / X GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>May 27, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>Social Services Agency/ Assistance Programs</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Housing and Disability Advocacy Program (HDAP)</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Department of Social Services (CDSS)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$102,634.00 - Augmentation amount from 3/9/20 Grant application</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>March 9, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>February 25, 2020</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$102,634.00</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td></td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>(If yes, attach memo to CEO)</td>
<td></td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☐  Recurrent ☒  Other ☐ Explain:</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>2018: $2,147,651.00; 2020: $1,091,855.00</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐  No ☒</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☐  Other Type ☒ Explain: Allocated funds defined by CDSS.</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☒  Amount ____ or ____100%  No ☐</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>Counties receiving state HDAP funds shall match on a dollar-for-dollar basis over the award period and will be met through existing program expenditures. The HDAP pilot match was reached through general funds to the Courtyard and Bridges at Kraemer shelters and will be used for this funding allocation.</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No.</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

Assembly Bill (AB) 1603, Chapter 25, Statutes of 2016 established the Housing and Disability Advocacy Program (HDAP), which is a county-administered program that provides housing and disability benefits application assistance to people with a disability. HDAP requires outreach, case management, disability benefits advocacy, and housing assistance and prioritizes chronically homeless individuals or individuals who are homeless and rely most heavily on government funded services. The HDAP pilot program application was approved by the Board on October 17, 2017 and submitted to the state thereafter. California Department of Social Services (CDSS) announced the award on January 8, 2018 and the grant award was brought to the Board for approval on February 6, 2018. The program provides support to the County’s System of Care, increasing care coordination between the Social Services Agency (SSA), OC Community Resources (OCCR), and the Health Care Agency (HCA) to better serve our homeless population.

On February 20, 2019, a Memorandum of Understanding (MOU) between SSA and OCCR was signed to establish the collaborative effort in meeting objectives and to comply with State of California obligations for HDAP. The MOU describes the...
HDAP services and activities that would be provided through subcontracted service providers. The selected providers were approved by the Board on April 3, 2019 and are currently administering HDAP services to eligible participants through sole source contracts which focus on service delivery in each Service Planning Area (Central, North, and South). Approval of this application for funds and subsequent award will allow for renewal of these contracts to ensure continuity of services and provide support to the System of Care as the County continues to address homelessness in our community.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐</th>
<th>No ☑</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
<td></td>
</tr>
<tr>
<td>Department Contact:</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
<td></td>
</tr>
<tr>
<td>Debra Baetz, Director 714-541-7773 <a href="mailto:Debra.Baetz@ssa.ocgov.com">Debra.Baetz@ssa.ocgov.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
<td></td>
</tr>
<tr>
<td>Debra Baetz</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Revision to ASR and/or Attachments

Date: June 17, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Officer
From: Frank Kim, County Executive Officer
Re: ASR Control #: 19-001371, Meeting Date 6/23/20, Item No. # 66
Subject: Lease for Vehicle Storage and Maintenance Lot at El Toro

Explanation: CEO Real Estate would like to update the CEQA Language for the subject ASR and add Attachments E and F.

☐ Revised Recommended Action(s)

1. Find that the project is categorically exempt from the CEQA, Class 1 (Existing Facilities) pursuant to CEQA Guidelines Section 15301

   1. Make the following California Environmental Quality Act (CEQA) findings:

      a. The City of Irvine, as lead agency under CEQA, in Irvine City Council Resolution No. 03-60, adopted on May 27, 2003, certified a Final Program Environmental Impact Report (PEIR) for the Orange County Great Park Annexation, General Plan Amendment, Zoning and Related Actions (SCH# 2002101020), and in Irvine City Council Resolution No. 13-132, adopted on November 26, 2013, certified a Final Second Supplemental Environmental Impact Report (SSEIR) for the Heritage Fields Project 2012 GPA/ZC (SCH# 2002101020), which studied the environmental impacts associated with the proposed action. The County of Orange has reviewed and considered the Final PEIR and SSEIR and certifies that it has done so.

      b. There are no significant environmental effects within the jurisdiction of the County of Orange which require a finding on the part of the County of Orange.

      c. The circumstances of the project are substantially the same as described in Final PEIR for the Orange County Great Park Annexation, General Plan Amendment, Zoning and Related Actions and SSEIR for the Heritage Fields Project 2012 GPA/ZC, and no substantial changes have been made in the
June 17, 2020

project, no substantial changes have occurred in the circumstances under which the project is being undertaken, and no new information of importance to the project which was not known or could not have been known when the Final PEIR and SSEIR were certified has become known. Pursuant to CEQA Guidelines section 15162 and 15168, the County of Orange is authorized to rely on the PEIR and SSEIR and no further environmental review is required.

☐ Make modifications to the:
  ☐ Subject  ☒ Background Information  ☐ Summary  ☐ Financial Impact

Compliance with CEQA: The proposed Project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Sections 15301 because the exemption provides for lease of existing public facilities involving negligible or no expansion of existing or former use. The City of Irvine, as lead agency under CEQA, in Irvine City Council Resolution No. 03-60, adopted on May 23, 2003, certified a Final Program Environmental Impact Report (PEIR) for the Orange County Great Park Annexation, General Plan Amendment, Zoning and Related Actions (SCH# 2002101020), and in Irvine City Council Resolution No. 13-132, adopted on November 26, 2013, certified a Final Second Supplemental Environmental Impact Report (SSEIR) for the Heritage Fields Project 2012 GPA/ZC (SCH# 2002101020), which studied the environmental impacts associated with the proposed action. The County of Orange has reviewed and considered the Final PEIR and SSEIR and has certified that it has done so. The County of Orange is authorized by CEQA Guidelines section 15162 and 15168 to rely on the Final PEIR and SSEIR certified by the City of Irvine, and no further environmental review is required. In addition, the proposed action is also Categorically Exempt (Class 1, Class 3, Class 4 and Class 11) from the provisions of CEQA pursuant to Sections 15301, 15303, 15304, and 15311, because the exemptions provide for lease of existing facilities involving negligible or no expansion of existing or former use, new construction or conversion of small structures, minor public alterations in the condition of the land and placement of minor structures to existing facilities.

☒ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment E - Final Program Environmental Impact Report for the Orange County Great Park Annexation, General Plan Amendment, Zoning and Related Actions (May 2003)

Attachment F - Final Second Supplemental Environmental Impact Report for the Heritage Fields Project 2012 GPA/ZC (October 2013)
Final Program Environmental Impact Report

for the

Orange County Great Park Annexation,

General Plan Amendment, Zoning and Related Actions

(May 2003)

Final Second Supplemental Environmental Impact Report

for the

Heritage Fields Project 2012 GPA/ZC

(October 2013)

MEMORANDUM

To: Clerk of the Board

From: Donald P. Wagner, Third District Supervisor

Date: June 16, 2020

RE: Supplemental Agenda Item for June 23, 2020

I would like to add a supplemental agenda item for the Board of Supervisors meeting on June 23, 2020. I would like the Board of Supervisors to adopt the County of Orange Resolution to Request the Delay of the Implementation of Title 14 of the California Code of Regulations, Section 15064.3
WHEREAS, notwithstanding the fact that this state agency has proposed this VMT CEQA expansion for more than six years, no such VMT Fee mitigation program exists, and funding for the establishment of a regional VMT program has been proposed but not approved and no work on a VMT mitigation fee program has been completed by the Southern California Association of Governments for the region; and

WHEREAS, other state agency recommended VMT fee programs such as direct purchase of LA Metro bus passes would add from $40,000 to over $400,000 to the price of a home in San Bernardino County (depending on which conflicting state-recommended VMT significance standard is adopted), and would also add substantial new VMT CEQA mitigation costs to projects that would create jobs and other economic revenues; and

WHEREAS, a civil rights lawsuit challenging the expansion of CEQA to impose massive new VMT mitigation costs of housing remains pending in San Bernardino County but has been delayed by the COVID-19 emergency; and

WHEREAS, conflicting significant significance threshold recommendations from state agencies, and the absence of any feasible existing VMT Fee mitigation program, creates significant legal uncertainties about how the county will be required to implement CEQA as of July 1; and

WHEREAS, the majority of CEQA lawsuits target housing projects, and the most frequently targeted commercial projects are in the logistics industry; and

WHEREAS, defending CEQA lawsuits consumes County time and resources, and the County is responding to urgent COVID-19 emergencies including the ongoing housing crisis, and the new unemployment crisis and loss of household income as well as tax revenues and fees; and

Now therefore be it resolved that, the County of Orange, hereby requests that Governor Newsom extend the implementation date of Title 14 of the California Code of Regulations, section 15064.3 until at least July 1, 2021.

Be it further resolved that the action taken today be transmitted to Governor Newsom immediately.

Be it further resolved that staff report back to the county within 120 days, and annually thereafter, about proposed or available VMT Mitigation fee program, and until then and for the duration of the COVID-19 emergency and until further consideration and action, avoid imposing VMT mitigation under CEQA based on the health and safety urgency of continuing to allow residents, employees, vendors and guests to use their private automobiles without increasing the cost of new housing, employment, school, recreation or other projects.
June 15, 2020

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 23, 2020, Board Hearing.

Agency: County Executive Office
Subject: Amendment to Yale Transitional Center Lease and Settlement Agreement
Districts: 1

Reason for supplemental: This Agenda Staff Report needs to be heard as soon as possible to allow the expedited completion of, and upgraded fixtures, furniture and equipment for the Yale Transitional Center such that the center will be prepared to accept individuals experiencing homelessness in an effort to protect them from the spread of COVID-19. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 06/23/2020
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 1
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: Thomas A. Miller (714) 834-6019
DEPARTMENT CONTACT PERSON(S): Tim Corbett (714) 834-3046

SUBJECT: Amendment to Yale Transitional Center Lease and Settlement Agreement

CEO CONCUR

Approved as to Form

COUNTY COUNSEL REVIEW

County Counsel Signature

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: No  Current Year Cost: See Financial Impact Section  Annual Cost: See Financial Impact Section

Staffing Impact: N/A  # of Positions: N/A  Sole Source: N/A
Current Fiscal Year Revenue: N/A
Funding Source: See Financial Impact Section  County Audit in last 3 years: N/A

Prior Board Action: 11/19/2019 #36

RECOMMENDED ACTION(S)

1. Approve the Second Amendment to the Ground Lease with Shelter Providers of Orange County, Inc. dba HomeAid Orange County to provide additional funding to expedite the completion of the Yale Transitional Center located at 2229 South Yale Street, Santa Ana, such that the center can accept individuals experiencing homelessness in an effort to protect them from the spread of COVID-19, to provide additional funding for upgraded fixtures, furniture and equipment targeted to prevent the spread of COVID-19 within the Yale Transitional Center and authorize the Chief Real Estate Officer or designee to execute the Second Amendment in substantially the form attached, with approval of County Counsel.

2. Direct Auditor-Controller, upon notification from Chief Real Estate Officer, or designee, to issue two payments, no later than 15 days after the effective date of the Second Amendment, to Shelter Providers of Orange County, Inc. dba HomeAid Orange County; one payment in the amount of $1 million to accelerate the completion of the Yale Transitional Center and a
second payment in the amount of $1.5 million to upgrade fixtures, furniture and equipment within the Yale Transitional Center.

3. Approve the First Amendment to the Settlement Agreement and Release with the City of Garden Grove to allow the City to repay the County its settlement obligation of $224,000 by June 30, 2021, to provide funds to the County for the Yale Transitional Center, and authorize the OC Community Resources Director or designee to execute the First Amendment in substantially the form attached, with approval of County Counsel.

SUMMARY:
Approval of the Second Amendment to the Ground Lease with Shelter Providers of Orange County, Inc. dba HomeAid Orange County will allow the expedited completion of, and upgraded fixtures, furniture and equipment for, the Yale Transitional Center such that the center will be prepared to accept individuals experiencing homelessness in an effort to protect them from the spread of COVID-19 and approval of the First Amendment to the Settlement Agreement and Release will provide funds to reduce the County's financial obligation for the Yale Transitional Center.

BACKGROUND INFORMATION:
On November 19, 2019, the Board of Supervisors approved the Ground Lease and Cooperation and Implementation Agreement with Shelter Providers of Orange County, Inc. dba HomeAid Orange County (HomeAid) for the construction of Yale Transitional Center (Facility) on County-owned property located at 2229 South Yale Street, Santa Ana, to provide transitional services for individuals experiencing homelessness. On February 26, 2020, the Ground Lease was amended to provide for liquidated damages in the event of certain delays in the completion of construction. Pursuant to the Ground Lease, HomeAid is collaborating with public and private sector partners to cause the construction and development of the Facility. When completed, the Facility will shelter up to 425 individuals experiencing homelessness from the Central Service Planning Area.

COVID-19 Emergency
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 COVID-19 in Orange County (COVID-19 Emergency) and on March 2, 2020, the Board of Supervisors (Board) adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County’s Health Officer. 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.

Due to the COVID-19 Emergency, and the measures that the County has been required to put in place to combat the COVID-19 Emergency, it is necessary to expedite the completion of the Facility such that the Facility can be ready to accept persons experiencing homelessness from the Project Roomkey effort, which has housed sick and vulnerable individuals experiencing homelessness in hotels throughout the County. The County anticipates that Project Roomkey, and the housing of homeless in hotels, will not continue beyond 2020; therefore, the Facility will be needed to transition the sick and vulnerable individuals experiencing homelessness housed in these hotels into an alternate housing situation where they can be protected from the spread of COVID-19. In addition, certain upgraded fixtures, furniture and equipment (FF&E) have been identified, as necessary, to prevent the possible spread of COVID-19 or other viruses within the Facility once it is completed. Without the COVID-19 Emergency, neither the expedited construction of the Facility nor the upgrades to the FF&E would be necessary.
The Second Amendment, to be executed by the Chief Real Estate Officer in substantially the form attached, would amend the Ground Lease to provide additional funding in response to the COVID-19 Emergency. Specifically, it would provide an additional $1 million to expedite the completion of the Facility and issuance of the Temporary Certificate of Occupancy for the Facility on or before December 31, 2020, such that the Facility can accept homeless individuals and protect them from the spread of COVID-19. The expedited Facility completion is based upon the new proposed acceleration budget and construction scheduled attached to the Second Amendment, as proposed by HomeAid and the contractor for the project, CW Driver. The Second Amendment also provides an additional $1.5 million for upgraded FF&E necessary to prevent the spread of COVID-19 within the Facility. This amount is based upon the difference between the ‘base’ FF&E package needed for the Facility, and the upgrades identified by the project architect, IDS, as necessary to further prevent the spread of COVID-19 or other viruses within the Facility once it is opened, as outlined in the Second Amendment.

Facility Funding
The Ground Lease requires the County to pay HomeAid $25,275,702, in two equal payments of $12,637,851, for the construction of the Facility. The first payment of $12,637,851 was made upon execution of the Ground Lease and the second payment of $12,637,851 will be made when 50 percent of the Work is completed for the Facility. The Cooperation and Implementation Agreement with HomeAid also provides for the efforts that HomeAid plans to make to obtain donations of in-kind labor and materials or cash donations for construction and operations.

The proposed First Amendment to the Settlement Agreement and Release will facilitate the contribution of $224,000 from the City of Garden Grove (City) to the County for use towards costs related to the Facility. In 2018, a dispute arose between the County and the City regarding the amount of unpaid animal care fees owed to the County for services rendered on behalf of the City by OC Animal Care, a division of OC Community Resources. In order to avoid litigation, the Board directed OC Community Resources to settle the dispute, and on October 30, 2018, a settlement agreement was entered whereby the City would pay $224,000 to the County using homeless services (SB2) funds or City general funds in installments over the course of several years (Settlement Agreement). Under the installment plan, an initial payment of $20,000 would become due on June 30, 2020, with subsequent installments of $4,000 being paid to the County monthly until the entire amount is repaid with interest. The City now anticipates receiving sufficient SB2 funds in FY 2020-21 to cover the entire $224,000 obligated to the County. The proposed First Amendment to the Settlement Agreement would allow the City to repay its entire obligation to the County in FY 2020-21, without the accrual of interest, if the settlement amount is paid in full no later than June 30, 2021. Under the proposed First Amendment to the Settlement Agreement and Release, if the City does not complete payment with SB2 funds prior to June 30, 2021, the City will be obligated to make its initial payment prior to June 30, 2021, with monthly installments of $5,500 thereafter until the balance is paid with interest.

The First Amendment to the Settlement Agreement and Release, to be executed by the OC Community Resources Director in substantially the form attached, would amend the Settlement Agreement to allow the City to repay the County its entire settlement obligation of $224,000 by June 30, 2021. This payment will be deposited into the Countywide Capital Project Non-General Fund 15D, and will reduce the County's financial obligation for the Facility.

CEQA COMPLIANCE
The proposed project was previously determined to be Categorically Exempt from the California Environmental Quality Act pursuant to Section 15332 (Class 32) of the CEQA Guidelines, which provides for the exemption of an infill development project located within city limits, on a site of less than
5 acres that is substantially surrounded by urban uses and can be adequately served by all required utilities and public service on November 19, 2019, when it was originally approved.

FINANCIAL IMPACT:
The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) established the Coronavirus Relief Fund (Fund). On May 19, 2020, the Board approved to appropriate $554.1 million CARES Act funding allocation received by the County of Orange from the Federal Government on April 24, 2020. All CARES Act funding must be used for all eligible COVID-19 related expenditures. The CARES Act funding restrictions are outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act. The CARES Act requires that payments from the Fund may only be used to cover costs that: 1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or federal government; and 3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The additional funding requested via the Second Amendment, which includes $1 million to accelerate the completion of the Yale Transitional Center and $1.5 million to upgrade fixtures, furniture and equipment within the Yale Transitional Center shall be funded by the CARES Act because the expenditures meet all the payment requirements imposed by the CARES Act. Countywide Capital Project Non-General Fund 15D will use existing available appropriation to pay the additional cost of Second Amendment and submit a reimbursement claim for CARES Act funding.

The City of Garden Grove settlement payment of $224,000 in FY 2020-21 will be deposited into Fund 15D for the construction and operation of the Yale Transitional Center.

STAFFING IMPACT:
NA

REVIEWING AGENCIES:
OC Community Resources
Health Care Agency

ATTACHMENTS:
Attachment A - Proposed Second Amendment to Ground Lease
Attachment B - Ground Lease
Attachment C - First Amendment to Ground Lease
Attachment D - Resolution No. 2020-11
Attachment E - Proposed First Amendment to Settlement Agreement and Release
Attachment F - Settlement Agreement and Release
SECOND AMENDMENT TO GROUND LEASE

This SECOND AMENDMENT TO GROUND LEASE ("Second Amendment") is made and effective as of the ___ day of June, 2020 ("Effective Date"), by and between the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter called "County") and SHELTER PROVIDERS OF ORANGE COUNTY, INC., a California nonprofit corporation, dba HomeAid Orange County (hereinafter called "Tenant") (each a "Party" and collectively, the "Parties").

RECITALS

I. The County leases to Tenant, pursuant to a Ground Lease, dated November 20, 2019, as amended by the First Amendment to Ground Lease, dated February 26, 2020 (collectively, the "Lease"), certain property located at 2229 South Yale Street within the City of Santa Ana, California, as more fully set forth in the Lease ("Premises").

II. Pursuant to the Lease, Tenant is collaborating with public and private sector partners to cause the construction and development of a multi-service transitional homeless center ("Facility") at the Premises for the purpose of providing transitional homeless services.

III. 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, COVID-19, in Orange County (the "COVID-19 Emergency") and 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. 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.

IV. Due to the COVID-19 Emergency and the measures that the County has been required to put in place to combat the COVID-19 Emergency, it has become necessary to expedite the completion of the Facility so that it can be prepared to accept persons experiencing homelessness from the Project Roomkey effort, which has housed sick and vulnerable homeless in hotels throughout the County. The County anticipates that Project Roomkey, and the housing of homeless in hotels, will not continue beyond the end of the year, so the Facility will be necessary to transition those being housed in these hotels into an alternate housing situation where they can be protected from the spread of COVID-19.

V. In addition, the Parties, in conjunction with the County Health Care Agency, have identified certain upgraded fixtures, furniture and equipment ("FF&E") that are targeted specifically at preventing the possible spread of COVID-19 within the Facility once it is completed. Without the COVID-19 Emergency these upgrades to the FF&E would not be necessary.

VI. The Tenant and County now desire to amend the Lease to provide additional funding to insure the receipt of a Certificate of Occupancy, as defined in the Lease, for the Facility on or before December 31, 2020, and to also provide additional funding for upgraded FF&E to address the COVID-19 Emergency.
Emergency and to prevent the spread of COVID-19 within the Facility, as more fully set forth herein.

NOW, THEREFORE, in consideration of the Recitals, above, incorporated by reference herein, and the mutual covenants and agreements in the Lease and hereinafter contained, County and Tenant mutually agree to amend the Lease effective on the date first written above as follows:

A. The Recitals above are incorporated herein and into the Lease.

B. Clause 5.1.6(f) is hereby added to the Lease as follows:

“(f) In addition to the County Financial Contribution, no later than fifteen (15) days after the Effective Date of the Second Amendment to this Lease, the County shall provide Tenant with $1,000,000 (“Construction Acceleration Contribution”). The Construction Acceleration Contribution shall be applied by Tenant only toward accelerating the completion of the Work such that a Certificate of Occupancy for the Facility is received by December 31, 2020, in compliance with the Accelerated Construction Schedule attached hereto as Revised Exhibit B, and the Schedule Acceleration Budget, attached hereto as Exhibit G. In no event shall any portion of the Construction Acceleration Contribution be used for any purpose other than to complete the Work. In the event that Tenant has failed to meet the time periods set forth in the Accelerated Construction Schedule, the Parties shall meet and confer on a potential resolution which may include a Lease or Construction Budget/Schedule augmentation and/or the exercise of value engineering or leveraging of community support and donations to balance the scope of Work and Construction Budget and/or deviations in the scope of Work and Construction Documents.”

C. Clause 5.1.6(g) is hereby added to the Lease as follows:

“(g) In addition to the County Financial Contribution and the Construction Acceleration Contribution, no later than fifteen (15) days after the Effective Date of the Second Amendment to this Lease, the County shall provide Tenant with $1,500,000 (“Supplemental FF&E Allowance”). The purpose of the Supplemental FF&E Allowance is to upgrade the fixtures, furniture and equipment (“FF&E”) for the Facility in response to the imminent and proximate threat to public health from the introduction of a novel coronavirus, COVID-19, in Orange County (the “COVID-19 Emergency”). The COVID-19 Emergency was declared by the Board of Supervisors on March 2, 2020 by Resolution No. 2020-11, which ratified the local health emergency declared by the County’s Health Officer. Additionally, 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. COVID-19 requires unique FF&E upgrades that will ensure the ability to prevent the spread of COVID-19 within the Facility. The Supplemental FF&E Allowance is the estimated difference in cost between the base identified FF&E package for the Facility and the FF&E package that will be needed in response to the COVID-19 Emergency based on the recommendations from the architect for the Project, attached hereto as Exhibit H, along with a contingency amount. In no event shall any portion of the Supplemental FF&E Contribution be used for any purpose other than to purchase or acquire FF&E that is targeted to prevent the spread of COVID-19 in the Facility, as agreed to by the Parties. In the event that the Supplemental FF&E Allowance is not expended at the termination of the Lease, any remaining funds shall be remitted to the County by Tenant within fifteen (15) days. In the event that the Supplemental FF&E Allowance has been expended, but the FF&E package set forth on Exhibit H has not been purchased, the Parties shall meet and confer with the architect on a potential resolution which may include a Lease or
Supplemental FF&E Allowance augmentation and/or leveraging of community support and donations to complete the FF&E necessary for the COVID-19 Emergency.”

D. Exhibit B, as attached to the Lease, is hereby deleted and Revised Exhibit B, entitled “Accelerated Construction Schedule,” attached hereto, is hereby added to the Lease.

E. Exhibit G, entitled “Schedule Acceleration Budget,” attached hereto, is hereby added to the Lease.

F. Exhibit H, entitled “COVID-19 FF&E Package Recommendations,” attached hereto, is hereby added to the Lease.

G. All terms, conditions and attachments of the Lease, as amended, remain in full force and effect and are incorporated herein unless amended by this Second Amendment. In the event of a conflict between the Lease, as amended, and this Second Amendment, this Second Amendment shall control.
IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the date first above written.

TENANT

SHELTER PROVIDERS OF
ORANGE COUNTY, a California
nonprofit corporation, dba HomeAid
Orange County

By:
Name: Gina R. Scott
Title: Executive Director

COUNTY

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

Thomas A. Miller, Chief Real Estate Officer
Orange County, California
REVISED EXHIBIT B
ACCELERATED CONSTRUCTION SCHEDULE

[attached]
### Project Milestones

<table>
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<tr>
<th>Activity ID</th>
<th>Activity Name</th>
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<td>Demo Roof Complete</td>
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<td>Home Aid NTP</td>
<td>01-Jun-20</td>
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<td>MEPF Permit Approved</td>
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<td>Underslab MEP's Complete</td>
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<td>01-Jul-20</td>
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<td>OTH MEP's Complete</td>
<td>16-Oct-20</td>
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<td>PCM-1250</td>
<td>Big Dry-In</td>
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<td>PCM-1300</td>
<td>Owner FF&amp;E</td>
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<td>PRE-1000</td>
<td>Pre-construction Duration (Cal Days)</td>
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### Design

#### MEPF

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<td>A3640</td>
<td>MEPF Drawing Development 100% DD to 100% CD</td>
<td>10-May-20 A</td>
<td>14-May-20</td>
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<td>A3700</td>
<td>County of Orange Review &amp; Approval of 100% CD’s</td>
<td>15-May-20</td>
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<td>A3710</td>
<td>Revise &amp; Resubmit for Resubmitt 100% CD’s Drawings</td>
<td>16-Jun-20</td>
<td>29-Jun-20</td>
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<td>A3720</td>
<td>County of Orange Review &amp; Approval of 100% CD’s</td>
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#### Civil

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<td>A4090</td>
<td>Civil Drawing Development 100% DD to 100% CD</td>
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### Architectural

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### Permitting

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<tr>
<td>A3730</td>
<td>Submit for Permit</td>
<td>15-May-20</td>
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<td>A3880</td>
<td>Obtain MEPF Permit</td>
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<td>Obtain Architectural Permit</td>
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<td>A3970</td>
<td>Obtain Civil Permit</td>
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### Project Schedule 04-May-20

**HomeAid Orange County**

**Yale Street Project**

**Data Date: 04-May-20**

**Page 1 of 9**
## Submittals & Procurement

### Structural Steel
- **A2160** Fabricate & Deliver Steel New Mezzanine
  - Start: 31-Apr-20
  - Finish: 04-May-20
- **A2170** Fabricate & Deliver Steel Mezzanine
  - Start: 05-May-20
  - Finish: 10-Jun-20
- **A2180** Fabricate & Deliver Strongback Steel
  - Start: 06-May-20
  - Finish: 05-May-20
- **A2190** Fabricate & Deliver Steel Roof Reinforcement
  - Start: 14-Apr-20
  - Finish: 05-May-20

### Anchor Bolts
- **A2200** Fabricate & Deliver Anchor Bolts
  - Start: 01-May-20
  - Finish: 05-May-20

### Electrical Equipment
- **A2310** Fabricate & Deliver Electrical Equipment
  - Start: 03-Jun-20
  - Finish: 29-Jun-20
- **A2320** Fabricate & Deliver Anchor Bolts
  - Start: 06-May-20
  - Finish: 03-Jun-20

### Mechanical Equipment
- **A2330** Fabricate & Deliver Mechanical Equipment
  - Start: 02-Jun-20
  - Finish: 15-Jun-20

### Kitchen Equipment
- **A2340** Fabricate & Deliver Kitchen Equipment
  - Start: 01-May-20
  - Finish: 15-May-20

### Fire Alarm
- **A2350** Fabricate & Deliver Fire Alarm
  - Start: 11-May-20
  - Finish: 08-Sep-20

### Elevators
- **A2360** Fabricate & Deliver Elevators
  - Start: 15-May-20
  - Finish: 10-Aug-20

### Low Voltage & Security
- **A2370** Fabricate & Deliver Low Voltage
  - Start: 02-Jun-20
  - Finish: 04-Nov-20

### Construction Duration
- **CD-1000** Construction Duration (Cal Days)
  - Start: 01-Jun-20
  - Finish: 31-Dec-20

### Construction
#### 1st Floor
- **Demol-1-1010** Layout for Concrete saw-cutting
  - Start: 12-May-20
  - Finish: 13-May-20
### Project Schedule 04-May-20

#### Attachment A

**HomeAid Orange County**

**Yale Street Project**

**Project Schedule 04-May-20**

<table>
<thead>
<tr>
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<td>Demo-1-1020</td>
<td>Sew Cut Demo Concrete Slab for New Foundations &amp; UG ME</td>
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<td>IM-Demo-IF-10</td>
<td>Asphalt Roof System Discovered - Hazmat Testing</td>
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<td>Demo-IF-1000</td>
<td>Demolition of Roof Membrane / Skylights</td>
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<td>18-May-20</td>
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<td>UG-1000</td>
<td>New Kitchen Underslab MEP Excavate</td>
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<td>New Kitchen Underslab MEP Install</td>
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<tr>
<td>UG-1020</td>
<td>Sewer &amp; Waste Underslab Excavate GL 6 - 13</td>
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<td>New Kitchen Underslab MEP Inspection</td>
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<td>Sewer &amp; Waste Underslab Inspection GL 6 - 13</td>
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<td>Sewer &amp; Waste Underslab Backfill GL 6 - 13</td>
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<td>24-Jun-20</td>
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<td>SITE-UTIL-1080</td>
<td>Survey Layout for UG Utilities (SD, FW, H2O, Gas, Elec., Etc)</td>
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<tr>
<td>SITE-UTIL-1090</td>
<td>Site Saw Cut for New Site Utilities &amp; Grease Interceptor</td>
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<td>11-Aug-20</td>
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<td>SITE-UTIL-1100</td>
<td>Site Excavate for New Utilities &amp; Grease Interceptor</td>
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<td>SITE-UTIL-1110</td>
<td>Site Excavate for New Utilities &amp; Grease Interceptor</td>
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<td>Site Inspect (N) Utilities Installed</td>
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<td>08-Sep-20</td>
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<td>Elect. Make Final Connections to Grease Interceptor Piping</td>
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<td>08-Sep-20</td>
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<td>SITE-UTIL-1160</td>
<td>Site Patch Back Asphalt/Concrete at Util Trenches</td>
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<td>IM-Demo-2-1040</td>
<td>COVID19 - Glue-Lam Beam Fabrication Delay</td>
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<td>Install Added Posts @ GL 11 / C.4 per RFI #21</td>
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<td>ROOF-1010</td>
<td>Roof Patch Back Openings &amp; Replace Plywood Sheathing</td>
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<td>Roof Sleeves, Drains, Flashings, Curbs &amp; Equipment Piping Install</td>
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<td>Roof Skylights Installation</td>
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<td>Roof Top Equipment Set and Make Final Connections</td>
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<td>Roof &amp; Connect Walk In Freezer Roof Top Equipment</td>
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<td>Install HSS Strong Beam Reinforcement @ New Openings</td>
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<td>Sew Cut &amp; Demo for New Openings</td>
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<td>Close Up (E) Opening - 1 Side Formwork</td>
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**Data Date:** 04-May-20

**Remaining Level of Effort**

- HomeAid Orange County
- Yale Street Project

- Critical Remaining Work
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<td>EXT-1120</td>
<td>Concrete Cure</td>
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<td>Install Entry Canopy</td>
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<td>09-Jul-20</td>
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<td>EXT-1190</td>
<td>Exterior Frame / Dens / Waterproofing / Placer</td>
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<td>20-Aug-20</td>
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<td>Demo Existing Storefront &amp; Windows</td>
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<td>Measure Store Front &amp; Windows</td>
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<td>Install Curtain Wall</td>
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<td>Install Storefront</td>
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<td>EXT-1270</td>
<td>Door Installation</td>
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<td>EXT-1290</td>
<td>Prep &amp; Paint Building Exterior</td>
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**Boiler Equipment Room**

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<td>BOIL-1000</td>
<td>Demo Existing Asphalt @ New Boiler Room</td>
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<td>BOIL-1060</td>
<td>Over-Ex. Scoffling/ Bldg &amp; Recompact</td>
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<td>BOIL-1170</td>
<td>Install UG Utilities @ Boiler Room</td>
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<td>Excavate New Footings</td>
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<td>Formwork &amp; Rebar Footings</td>
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<td>BOIL-1030</td>
<td>Inspect Footings</td>
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**Foundations**

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**Elevator Pits**

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HomeAid Orange County
Yale Street Project
Project Schedule 04-May-20
## Attachment A

### Activity ID

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### Activity Schedule

**HomeAid Orange County**  
**Yale Street Project**  
**Project Schedule 04-May-20**

### Critical Remaining Work

- Pour Lt Weight Concrete
- Plumbing O/H Rough in
- Sprinkler O/H Rough In
- Electrical O/H Rough In
- Mechanical O/H Rough In
- Install MEP Frames
- Metal Stud Wall Framing
- Plumbing In Wall Rough In
- Electrical In-Wall Rough In
- Install Backing
- Hardlid Ceiling Framing
- Close Up Walls/Ceilings
- Drywall Tape & Mud
- Paint 1st Floor
- Ceiling Grid Installation
- Plumbing O/H MEP Fixtures Installation
- Electrical O/H MEP Fixtures Installation
- Metal Stud Framing
- Mechanical O/H Rough In
- Flooring Finish Installation
- Door & Hardware Installation
- Signage
- Install Walls for Kitchen
- Install New Kitchen Equipment
- Final Connections To New Kitchen Equipment
- Health Department Inspections

### Remaining Level of Effort

- Remaining Work

### Critical Remaining Work

- Install Walls for Kitchen
- Install New Kitchen Equipment
- Final Connections To New Kitchen Equipment
- Health Department Inspections

---

**Data Date:** 04-May-20  
**Page:** 7 of 9

**HomeAid Orange County**  
**Yale Street Project**  
**Project Schedule 04-May-20**  
**Remaining Work**  
**Critical Remaining Work**
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**2nd Floor**

**Rough MEPF's / Framing & Finishes**

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<td>INT-2FL-1160</td>
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<td>Demo Asphalt @ New Dining Patio</td>
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EXHIBIT G

SCHEDULE ACCELERATION BUDGET

[attached]
## Yale Transitional Center - Schedule Acceleration

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<td>Kitchen Equipment</td>
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<td>18</td>
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**Comments:** The above costs summarize the additional labor and storage costs associated with accelerating the schedule to achieve a Temporary Certificate of Occupancy (TCO) by 12/31/20 for the Yale Transitional Center. These costs are a mixture of shift work, overtime premium, and additional costs for pre-ordering and storing material to avoid any unforeseen material delays. This TCO may not include the elevators nor the kitchen equipment.
EXHIBIT H

COVID-19 FF&E PACKAGE RECOMMENDATIONS

[attached]
**BUDGET QUOTE ONLY******BUDGET QUOTE ONLY******BUDGET QUOTE ONLY***

COUNTY OF ORANGE MASTER CONTRACT RCA-017-18010014

**LOFTWALL AND TAKEFORM COVID-19 WELLNESS ITEMS ARE NOT ON CONTRACT AND ARE CONSIDERED OPEN MARKET - SEE PAGE 45 SECTION F**

SUBORDINATE CONTRACT NUMBER:

CLIENT PO NUMBER:

G/M BUSINESS INTERIORS TAX ID: 95-2091271

**PREVAILING WAGE**

QUOTE FOR: HERMAN MILLER ETHOSPACE SYSTEMS FURNITURE & COVID 19 WELLNESS ADD ON ITEMS

FOR: YALE HOMELESS SHELTER

LEAD TIME: 8-10 WEEKS

SCOPE OF WORK:

1) G/M TO RECEIVE AND INSPECT PRODUCT

2) G/M TO BRING TO SITE AND SET FURNITURE IN PLACE PER APPROVED PLANS.

3) PLEASE CONTACT MATT DURBIN TO SCHEDULE SERVICES

**Product Summary / Scope of Work**

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<tr>
<th>Systems</th>
<th>Desk Units</th>
<th>Tables</th>
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<th>Storage</th>
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**GRAND TOTAL**

$1,436,066.37

---

Account Executive: Theresa Cummins
Email: cummins@gmbi.net

Job Captain: Katie Lira
Email: klira@gmbi.net

G/M Business Interiors
9750 Irvine Blvd, Suite 170, Irvine CA, 92618

http://www.gmbi.net

800-686-6583  800-686-6583  Fax: 951-684-0837

Page: 1 of 4
**DESIGN SERVICES BREAKDOWN**
PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (40) HRS @ $50/HR = $2,000.00

**RECONFIGURE SERVICES BREAKDOWN**
PREVAILING WAGE NON TAXABLE LABOR SERVICES: (213) HRS @ $47/HR = $10,011.00

CUSTOMER NET TOTAL: $1,436,066.37 **BUDGET QUOTE**

**NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND**

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<th>Quotation # 183542</th>
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<td>Manufacturer</td>
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<tr>
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<td>HERMANMILLER</td>
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<tr>
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<td>SINGLE STATION DORMS - DOES NOT INCLUDE BED FRAMES, MATTRESSES OR SHEETS</td>
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<td>BOM: See Attached Bill of Materials</td>
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<td>Piece Count:</td>
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| **BOM B** | Manufacturer | Model # | Delivery Method | List | List Ext | Sell | Sell Ext |
| | HERMANMILLER | 18 | Meet Truck at | .00 | .00 | 5,094.33 | 91,697.94 |
| | Description: | | | | | | |
| | COUPLE'S STATION DORMS - DOES NOT INCLUDE BED FRAMES, MATTRESSES OR SHEETS | | | | | | |
| | BOM: See Attached Bill of Materials | | | | | | |
| | Piece Count: | | | | | | |
| | | | | Sales Tax Exempt | | | |

| **BOM C** | Manufacturer | Model # | Delivery Method | List | List Ext | Sell | Sell Ext |
| | HERMANMILLER | 2 | Meet Truck at | .00 | .00 | 6,162.42 | 12,324.84 |
| | Description: | | | | | | |
| | ADA STATION DORMS - DOES NOT INCLUDE BED FRAMES, MATTRESSES OR SHEETS | | | | | | |
| | BOM: See Attached Bill of Materials | | | | | | |
| | Piece Count: | | | | | | |
| | | | | Sales Tax Exempt | | | |
### BOM D

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**Description:**

WELLNESS BUDGET ADD ON ITEMS TO INCLUDE:
- COUNTER SHIELDS
- SNEEZE GUARDS
- FREESTANDING SCREENS
- SANITIZING STATIONS

**BOM:** See Attached Bill of Materials

**Piece Count:**

- Sales Tax Exempt

### BOM E

<table>
<thead>
<tr>
<th>Manufacturer</th>
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**Description:**

DESIGN SERVICES

**BOM:** See Attached Bill of Materials

**Piece Count:**

- Sales Tax Exempt

### BOM F

<table>
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**Description:**

G/M INSTALLATION SERVICES FOR NON-CONTRACT COVID ITEMS

**BOM:** See Attached Bill of Materials

**Piece Count:**

- Sales Tax Exempt
## Quotation 

### Product Subtotal:
- **Services (Taxable)**: $0.00
- **Freight (Taxable)**: $4,500.00
- **Services (Non-Taxable)**: $10,011.00
- **Project App. Spec. (Non-Taxable)**: $2,000.00

### Taxable Subtotal: $1,303,483.18
### Non-Taxable Subtotal: $12,011.00
### Sales Tax (9.250%): $120,572.19

**Total:** $1,436,066.37

### Terms:

- **Net 30 Days, 90% Due at Substantial Delivery**
- **10% @ Punchlist**

- **90%** $1,292,459.74
- **10%** $143,606.64

---

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.
- I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.
- I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.
- I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.
- I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.
- I am aware of the grand total price of this contract as shown on this quote.
- G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a “ready to deliver” notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month’s handling and storage shall be calculated and forwarded to you.

**Approved by:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print Name</th>
<th>Signed Date</th>
<th>Title</th>
</tr>
</thead>
</table>

---

Account Executive: Theresa Cummins (cummins@gmbi.net)
Job Captain: Katie Lira (klira@gmbi.net)

Project Designer:

---

800-686-6583  800-686-6583  Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 170, Irvine CA, 92618
http://www.gmbi.net
**Single User Station - Standard/ADA accessible - Option 1 | 6'-6"x6'-6"**

**YALE HOMELESS SHELTER**

**3D VIEW |** Various Colorways to Distinguish Female + Male Stations

**Lowered Panel Height to 46"H for Stations Along Window Wall (48" Sill Height)**

**Painted Tile Shown Above**

**Durawrap Tile Shown Below**

**NOTICE TO THE CORPORATION, PERSON &/OR PERSONS REGARDING THIS DOCUMENT:**

THE DESIGN, DRAWING, & CONCEPTUAL INFORMATION PRESENTED HERE ARE THE PROPERTY OF G/M BUSINESS INTERIORS. THIS DOCUMENT & THE INFORMATION WITHIN IT ARE NOT TO BE DISTRIBUTED TO ANY OUTSIDE PARTIES.

**Attachment A**
Single User Station - Standard/ADA accessible - Option 2 | 6’x6’-6”

YALE HOMELESS SHELTER

Reduced Size Overhead
30”W

PLAN VIEW

3D VIEW

G|M Business Interiors + Herman Miller
Couple’s Station - Option 1 | 8'-0"x9'-6"

YALE HOMELESS SHELTER

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PLAN VIEW

3D VIEW | ADA ACCESSIBLE COUPLE’S STATION - Twin Beds Shown

46” H Storage Tower with Side-Facing Bookcase • (2) File Drawers below, No Lock Available

Durawrap Tile Shown Above + Below

(2) 30W storage cabinets, frame mounted for user’s storage, locking or non-locking options for sliding door

G/M Business Interiors + Herman Miller
Couple’s Station - ADA accessible - Option 2 | 6’-6”x12’-7”

YALE HOMELESS SHELTER

Additional 18W wing panels needed for stability of panel run

CJ 30W storage cabinets, frame mounted for user’s storage, locking or non-locking options for sliding door

Durawrap Tile Shown Above

Painted Tile Shown Below

3D VIEW | ADA ACCESSIBLE COUPLE’S STATION - Twin Beds Shown
Couple’s Station - ADA accessible - Option 4 | 8'-0"x12'-7"

YALE HOMELESS SHELTER

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3D VIEW | ADA ACCESSIBLE COUPLE’S STATION - Twin Beds Shown

Additional 18W wing panels needed for stability of panel run

(2) 30W storage cabinets, frame mounted for user’s storage, locking or non-locking options for sliding door

Durawrap Tile Shown Above
Various durawrap finishes available

PLANVIEW

ADACLEARANCE

54/42X
54/30X
54/30X
54/42X

54/42X
54/42X
54/42X
54/42X

8'

12'-7"

G/M Business Interiors + Herman Miller
GROUND LEASE

THIS GROUND LEASE ("Lease") is made and effective as of the 20th day of November, 2019 ("Effective Date"), by and between the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter called "County") and SHELTER PROVIDERS OF ORANGE COUNTY, INC., a California nonprofit corporation, dba HomeAid Orange County (hereinafter called "Tenant") (each a "Party" and collectively, the "Parties").

Recitals

A. County is the fee owner of the Premises (as hereinafter defined).

B. The County and Tenant in partnership with public and private stakeholders desire to develop a multi-service transitional homeless center ("Facility") at the Premises that serves Orange County.

C. Tenant (together with other HomeAid chapters) is a leading national non-profit provider of housing for today's homeless that builds and renovates multi-unit housing developments including emergency shelters, interim/bridge housing and permanent housing shelters for homeless families and individuals throughout the United States. As a non-profit, HomeAid is able to obtain various services at lower cost or by donation.

D. Tenant will collaborate with public and private sector partners to cause the construction and development of the Facility at the Premises for the purpose of providing transitional homeless services.

E. The County has agreed to lease the Premises to the Tenant for the purposes of constructing the Facility during the Term (as defined below).

F. County and Tenant have jointly agreed to enter into this Lease as of the date set forth above.

NOW, THEREFORE, in consideration of the above recitals which are hereby incorporated into this Lease by reference, and mutual covenants and agreements hereinafter contained, County and Tenant mutually agree to the following:

ARTICLE I
DEFINITIONS

1.1 Definitions: The following defined terms used in this Lease shall have the meanings set forth below. Other terms are defined in other provisions of this Lease, and shall have the definitions given to such terms in such other provisions.
1.1.1. "Affiliate" means, with respect to any person (which as used herein includes an individual, trust or entity), which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person.

1.1.2. "Annual Rent" is defined in Section 3.1 below.

1.1.3. "Board of Supervisors" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

1.1.4. "Certificate of Occupancy" means a temporary or final certificate of occupancy (or other equivalent entitlement, however designated) which entitles County to commence normal operation and occupancy of the Improvements.

1.1.5. "Chief Real Estate Officer" means the Chief Real Estate Officer, County Executive Office, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the Board of Supervisors.

1.1.6. "City" means the City of Santa Ana, State of California.

1.1.7. "Claims" means liens, claims, demands, suits, judgments, liabilities, damages, fines, losses, penalties, costs and expenses (including without limitation reasonable attorney's fees and expert witness costs, and costs of suit), and sums reasonably paid in settlement of any of the foregoing.

1.1.8. "Construction Budget" means the detailed line-item budget for all hard and soft costs to be incurred by Tenant in connection with the development and construction of the Initial Improvements and approved by Chief Real Estate Officer, a copy of which is attached hereto as Exhibit C, as same may be revised from time to time in accordance with this Agreement.

1.1.9. "Construction Drawings" means the set of construction, landscaping and engineering drawings prepared by or for the architect of record for the Initial Improvements, approved by Chief Real Estate Officer and referenced on Exhibit D attached hereto, as same may be revised from time to time in accordance with this Agreement.

1.1.10. "Construction Period" means the period commencing on the Effective Date and ending on the date on which a Certificate of Occupancy is issued for the Initial Improvements.

1.1.11. "Construction Schedule" means that certain schedule for construction of the Initial Improvements approved by the Chief Real Estate Officer, a copy of which is attached hereto as Exhibit B, as same may be revised from time to time in accordance with this Agreement.

1.1.12. "Contractor" means CW Driver, the general contractor with which the Tenant intends to execute a Construction Contract with to complete the Initial Improvements, or other general contractor as mutually approved by the Parties.
1.1.13. "County" means the County of Orange, a political subdivision of the State of California, and shall include its Board of Supervisors, its elected and appointed officials, officers, agents, employees, and contractors.

1.1.14. "County Parties" means the County and County's Affiliates, agents, employees, members, officers, directors and attorneys.

1.1.15. "County's Fee Interest" means all of County's interest in the Property, the Premises, this Lease and County's reversionary interest in the Premises and Improvements.

1.1.16. "Effective Date" means the date that this Lease commences and is defined in the introductory paragraph to this Lease.

1.1.17. "Event of Default" is defined in Section 0 below.

1.1.18. "Excluded Transfer" shall mean any of the following:

(a) A transfer by any direct or indirect partner, shareholder, or member of Tenant (or of a limited partnership, corporation, or limited liability company that is a direct or indirect owner in Tenant's ownership structure) as of the Effective Date to any other direct or indirect partner, shareholder, or member of Tenant (or of a limited partnership, corporation, or limited liability company that is a direct or indirect owner in Tenant's ownership structure) as of the Effective Date, including in each case to or from a trust for the benefit of the immediate family of any direct or indirect partner or member of Tenant who is an individual;

(b) A transfer to a spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation;

(c) A transfer of ownership interests in Tenant or in constituent entities of Tenant (i) to a member of the immediate family of the transferor (which for purposes of this Lease shall be limited to the transferor's spouse, children, parents, siblings, and grandchildren); (ii) to a trust for the benefit of a member of the immediate family of the transferor; (iii) from such a trust or any trust that is an owner in a constituent entity of Tenant as of the Effective Date, to the settlor or beneficiaries of such trust or to one or more other trusts created by or for the benefit of any of the foregoing persons, whether any such transfer described in this subsection is the result of gift, devise, intestate succession, or operation of law; or (iv) in connection with a pledge by any partners or members of a constituent entity of Tenant to an affiliate of such partner or member;

(d) A transfer of a beneficial interest resulting from public trading in the stock or securities of an entity, when such entity is a corporation or other entity whose stock and/or securities is/are traded publicly on a national stock exchange or traded in the over-the-counter market and the price for which is regularly quoted in recognized national quotation services;
(e) A mere change in the form, method, or status of ownership (including, without limitation, the creation of single-purpose entities) as long as the ultimate beneficial ownership remains the same as of the Effective Date, or is otherwise excluded in accordance with subsections (a) – (d) above; or

(f) Any assignment of the Lease by Tenant to an Affiliate of Tenant in which there is no change to the direct and indirect beneficial ownership of the leasehold interest.

1.1.19. "Extension Term(s)" is defined in Section 0.

1.1.20. "Force Majeure Event" is defined in Article XIII below.

1.1.21. "Hazardous Material(s)" is defined in Section 0 below.

1.1.22. "Improvements" means and includes all buildings (including above-ground and below ground portions thereof, and all foundations and supports), building systems and equipment (such as HVAC, electrical and plumbing equipment), physical structures, fixtures, hardscape, paving, curbs, gutters, sidewalks, fences, landscaping and all other improvements of any type or nature whatsoever now or hereafter made or constructed on the Premises. The term Improvements means the Initial Improvements and any other improvements existing on the Premises which may not be disturbed or changed by the Initial Improvements.

1.1.23. "includes" means "includes but is not limited to" and "including" means "including but is not limited to."

1.1.24. "Initial Improvements" means the improvements to be constructed by Tenant on the Premises as shown on Exhibit D attached hereto and incorporated herein.

1.1.25. "Interest Rate" means the highest rate of interest permissible under the Laws not to exceed the rate of ten percent (10%) per annum.

1.1.26. "Laws" means all laws, codes, ordinances, statutes, orders and regulations now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity that are binding on and applicable to the Premises and Improvements.

1.1.27. "Lease" means this Ground Lease (including any and all addenda, amendments and exhibits hereto), as now or hereafter amended.

1.1.28. "Lease Year" means each and every period of twelve (12) consecutive months commencing upon the Effective Date and each and every subsequent anniversary thereof.

1.1.29. “Legal Challenge” any challenge (legal, administrative, court or governmental order, or otherwise) by any Persons(s) to the legality or validity of all or any portion of the County’s approval of the Lease, the Work or the Project, or to the use of the Premises for
the Project, or to attack, set aside, void or annul any approval of the County concerning the Lease, the Work or the Project.

1.1.30. "Operating Costs" shall have the meaning set forth in Section 0.

1.1.31. "Outside Date" shall mean the date that is five (5) years after the Effective Date.

1.1.32. "Person" includes firms, associations, partnerships, joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

1.1.33. "Premises" means that certain real property containing approximately 2.30 acres and APN 408-191-08 with an address of 2229 South Yale Street in the City, together with all easements, rights and privileges appurtenant thereto, to be leased to Tenant pursuant to this Lease and on which Tenant intends to construct the Improvements. The legal description of the Premises is attached hereto as Exhibit A. A rendering showing the approximate boundaries of the Premises is attached hereto as Exhibit A-1.

1.1.34. "Primary Term" is defined in Section 0.

1.1.35. "Project" means the development and construction of the Facility on the Premises.

1.1.36. "Risk Manager" means the Manager of County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the Board of Supervisors.

1.1.37. "Specifications" means those certain specifications for the Initial Improvements, prepared by the architect of record for the Initial Improvements, and referenced on Exhibit E attached hereto, as same may be revised from time to time in accordance with this Agreement.

1.1.38. "Taxes" has the meaning set forth in Section 0.

1.1.39. "Term" means the full term of this Lease including the Primary Term and any Extension Term(s).

1.1.40. "Transfer" has the meaning set forth in Section 0.

1.1.41. "Transfer Notice" has the meaning set forth in Section 0.

1.1.42. "Utility Costs" means all charges, surcharges and other costs of related to the utilities required for or utilized in connection with the Premises and/or Improvements, including without limitation, costs of heating, ventilation and air conditioning for the Premises,
costs of furnishing gas, electricity and other fuels or power sources to the Premises, and the costs
of furnishing water and sewer services to the Premises.

1.1.43. "Work" means Tenant and/or Contractor's construction activity with
respect to the Improvements, including permitted future changes, alterations and renovations
thereto and also including, without limiting the generality of the foregoing, site preparation,
landscaping, installation of utilities, street construction or improvement and grading or filling in
or on the Premises.

ARTICLE II
LEASE OF PROPERTY

2.1 Lease of Premises. County hereby leases the Premises to Tenant for the Term, and
Tenant hereby leases the Premises from County for the Term, subject to the terms and conditions
of this Lease.

2.2 Term.

2.2.1. Primary Term. The "Primary Term" of this Lease shall be two (2) years
and shall commence on the Effective Date of this Lease, and shall expire at 12:00 midnight Pacific
Time on ____________, 2021, or the date that is ninety (90) days after receipt of a Certificate of
Occupancy, whichever occurs first, unless sooner terminated as a result of non-compliance with
any term or condition of this Lease as hereinafter provided.

2.2.2. Option to Extend Primary Term. Provided that no Event of Default has
occurred and remains uncured, Tenant shall have the option to extend the Primary Term of this
Lease under the same terms, covenants and conditions, for one (1) additional term of up to one (1)
year ("Extension Term"). Tenant shall exercise the Extension Term by providing the Chief Real
Estate Officer with written notice of its election to extend the Primary Term, together with the
declared term of such Extension Term, a minimum of thirty (30) days prior to the expiration of the
Primary Term. The accumulation of the Primary Term and Extension Term is hereinafter referred
to as the "Term."

2.3 Access and Common Areas. The Tenant's use of the Premises hereunder also
shall include the non-exclusive, in common, use of County's driveways for vehicle ingress and
egress, pedestrian walkways, and common areas appurtenant to Tenant's Premises created by this
Lease necessary for the construction of the Initial Improvements.

2.4 Termination at End of Term. This Lease shall terminate without need of further
actions of any Party at 12:00 midnight Pacific Time on the last day of the Term (as extended
pursuant hereto).

2.5 Limitations of the Leasehold. This Lease and the rights and privileges granted
Tenant in and to the Premises are subject to all covenants, conditions, restrictions, and exceptions
of record as noted in that certain Preliminary Title Report dated January 11, 2019, issued by
Stewart Title Company, Policy No. O-9301-000385391. Nothing contained in this Lease or in any

YALE STREET MASTER LEASE

-6-

Page 6 of 290
document related hereto shall be construed to imply the conveyance to Tenant of rights in the Premises which exceed those owned by County, or any representation or warranty, either express or implied, relating to the nature or condition of the Premises or County's interest therein, except as set forth herein.

2.6 **Condition of the Premises.** Except as set forth in this Lease, including but not limited to Sections 4.2.6, 5.1.4 and 17.28, County makes no warranty, implied or otherwise, as to the suitability of the Premises for Tenant’s proposed uses and makes no covenants or warranties, implied or otherwise, respecting the condition of the soil, subsoil, or any other conditions of the Premises or the presence of Hazardous Materials. Notwithstanding the foregoing, Tenant shall not be required or obligated to make any changes, alterations, additions, improvements or repairs to the Premises arising from or related to the presence of Hazardous Materials or respecting the condition of the soil, subsoil or any other unknown conditions of the Premises except as part of the approved Work and provided for within the approved Construction Budget. As set forth in Section 4.2.4 below, if Hazardous Materials or unknown conditions are discovered, the Parties shall have the right to stop Work and the Tenant, Contractor (as required by Tenant) and County shall meet and confer to either initiate a Lease or Construction Budget/Schedule augmentation and/or exercise value engineering or leverage community support and donations to balance scope of Work and Construction Budget.

**ARTICLE III**

**RENT**

3.1 **Rent.** In consideration of the public benefit afforded by the Project and Tenant's operation on the Premises, the annual rent shall be one dollar ($1.00) ("Annual Rent").

3.2 **Payment of Rent.**

3.2.1 **Annual Rent Generally.** Annual Rent shall be prepaid to County concurrent with the execution of this Lease for the Primary Term.

3.3 **Operating Costs and Taxes.** Except as otherwise provided herein, Tenant will pay all costs, charges, insurance premiums, taxes, expenses and assessments of every kind and nature incurred for, against or in connection with the Premises which arise or become due during the Term as a result of Tenant's use and occupancy of the Premises. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall County be obligated or required to make any payment of any kind whatsoever or be under any other obligation or liability under this Lease except as expressly provided herein.

3.4 **Insufficient Funds.** If any payment of Rent or other fees made by check is returned due to insufficient funds, or otherwise, more than once during the Term, County shall have the right to require Tenant to make all subsequent Rent payments by cashier's check, certified check or ACH automatic debit system. All Rent shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand. No payment by Tenant or receipt by County of a lesser amount than the Rent due shall be deemed to be other than on account of the
Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and County shall accept such check or payment without prejudice to County's right to recover the balance of said Rent or pursue any other remedy in this Lease.

3.5  **Additional Rent.**

3.5.1.  **Additional Rent.** During the Term, Operating Costs and Taxes (as such terms are defined below) shall be paid or discharged by Tenant as additional rent ("Additional Rent"). Tenant may pay, under protest, any impositions, and/or contest and defend against same. Any imposition rebates shall belong to Tenant.

3.5.2.  **Taxes.** During the Term, if applicable Tenant shall pay directly to the taxing authorities the following taxes at least ten (10) days prior to delinquency thereof: possessory interest tax (as further provided in Section 17.3) ("Taxes"). County shall be responsible for any and all taxes, assessments or similar impositions related to the Utility Costs.

3.5.3.  **Contest of Taxes.** Tenant shall have the right to contest, oppose or object to the amount or validity of any Taxes or other charge levied on or assessed against the Premises and/or Improvements or any part thereof; provided, however, that the contest, opposition or objection must be filed before the Taxes or other charge at which it is directed becomes delinquent. Furthermore, no such contest, opposition or objection shall be continued or maintained after the date the tax, assessment or other charge at which it is directed becomes delinquent unless Tenant has either: (i) paid such tax, assessment or other charge under protest prior to its becoming delinquent; or (ii) obtained and maintained a stay of all proceedings for enforcement and collection of the tax, assessment or other charge by posting such bond or other matter required by law for such a stay; or (iii) delivered to County a good and sufficient undertaking in an amount specified by County and issued by a bonding corporation authorized to issue undertakings in California conditioned on the payment by Tenant of the tax, assessments or charge, together with any fines, interest, penalties, costs and expenses that may have accrued or been imposed thereon within thirty (30) days after final determination of Tenant's contest, opposition or objection to such tax, assessment or other charge.

3.5.4.  **Payment by County.** Should Tenant fail to pay any Taxes required by this Article III to be paid by Tenant within the time specified herein, and if such amount is not paid by Tenant within ten (10) days after receipt of County's written notice advising Tenant of such nonpayment, County may, without further notice to or demand on Tenant, pay, discharge or adjust such tax, assessment or other charge for the benefit of Tenant. In such event Tenant shall promptly on written demand of County reimburse County for the full amount paid by County in paying, discharging or adjusting such tax, assessment or other charge, together with interest at the Interest Rate from the date advanced until the date repaid.

3.5.5.  **Operating Costs.** Tenant shall pay all Operating Costs during the Term prior to delinquency. As used in this Lease, the term "Operating Costs" shall mean all charges, costs and expenses related to the Premises, including, but not limited to, management, operation,
maintenance, overhaul, improvement or repair of the Improvements and/or the Premises, but shall expressly exclude Utility Costs.

3.5.6. **Utility Costs.** County shall pay all Utility Costs during the Term.

**ARTICLE IV**
**USE OF PREMISES**

4.1 **Permitted Use of Premises.** Tenant may use the Premises for the construction, development, and entitlement of the Initial Improvements permitted hereunder. Tenant agrees not to use the Premises for any other purpose nor to engage in or permit any other activity within or from the Premises, except as set forth herein with the prior written approval of the Chief Real Estate Officer, which approval may be granted or withheld in the sole discretion of the Chief Real Estate Officer.

4.2 **Required and Optional Facilities and Services.**

4.2.1. **Required Services and Uses.** County's primary purpose for entering into this Lease is to promote the development of the Initial Improvements consistent with this Lease. In furtherance of that purpose, Tenant shall cause Contractor to construct the Initial Improvements during the Term in a manner consistent with the Laws, and other uses which are in compliance with applicable Laws and approved by the Chief Real Estate Officer in writing from time to time (the "**Permitted Uses**").

4.2.2. **Ancillary Services and Uses.** Subject to the prior written approval of the Chief Real Estate Officer, Tenant may provide those additional services and uses which are ancillary to and compatible with the required services and uses herein.

4.2.3. **Restricted Use.** The uses listed in this Article IV, both required and optional, shall be the only services and uses permitted. Tenant agrees not to use the Premises for any other purpose or engage in or permit any other activity within or from the Premises except as approved in writing by the Chief Real Estate Officer as set forth herein, which approval may be granted or withheld in the sole discretion of the Chief Real Estate Officer.

4.2.4. **Continuous Use.** During the Term, Tenant shall continuously conduct Tenant's business in the Premises in the manner provided under this Lease and shall not discontinue use of the Premises for any period of time except as permitted in advance and in writing by the Chief Real Estate Officer or except as a result of a Force Majeure Event. In addition, upon the occurrence and during the continuation of a Legal Challenge, or upon the discovery of the presence of Hazardous Materials, or upon the discovery of unknown and unforeseeable conditions of the Premises that materially and adversely impact the ability to complete the Work within the Construction Budget, or upon any change in Laws that materially and adversely impact the ability to complete the Work within the Construction Budget, or any other Force Majeure Event, until such Legal Challenge, Hazardous Materials, unknown conditions, change in Laws or Force Majeure Event is resolved to the mutual satisfaction of Tenant and County (such time period shall be referred to herein as a “**Stop Work Delay**”), either Party shall have the right to stop the Work
by delivering written notice to the other Party. In the event the Work has been stopped for ninety (90) consecutive days, or more than one hundred and eighty (180) days due to a Legal Challenge, the presence of Hazardous Materials or such unknown conditions, change in Laws or Force Majeure Event, or if the Parties cannot agree on a resolution (as set forth in the next sentence), then either Party shall have the right to terminate this Lease by delivering written notice to the other Party, in which case this Lease shall automatically terminate and be of no further force or effect except for the terms of Section 5.1.6(b) and Section 8.2, below. During the period of time in which the Work has stopped, the Parties shall meet and confer on a potential resolution which may include a Lease or Construction Budget/Schedule augmentation and/or the exercise of value engineering or leveraging of community support and donations to balance the scope of Work and Construction Budget and/or deviations in the scope of Work and Construction Documents.

4.2.5. Alcohol Restrictions. Tenant may not sell beer, wine or alcoholic beverages on the Premises.

4.2.6. Permits and Licenses. Tenant shall require Contractor to obtain, as included in the Construction Budget, any and all permits, licenses or other approvals required for the construction of the Initial Improvements; provided, however, County represents and warrants that the County is prepared to issue required County permits and approvals to permit the development and use of the Facility and that no permits or approvals are required for the development and use of the Facility except as otherwise identified in the Construction Budget or identified by the Contractor.

4.3 Nuisance; Waste. Subject to a Stop Work Delay under Section 4.2.4, Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises and Improvements or any part thereof. Subject a Stop Work Delay under Section 4.2.4, Tenant shall not commit or allow to be committed any waste in or upon the Premises or Improvements and shall keep the Premises and the Improvements thereon in good condition, repair and appearance.

4.4 Compliance with Laws. Tenant shall not use or permit the Premises or the Improvements or any portion thereof to be used in any manner inconsistent with the terms of this Lease or that violates any applicable Laws in any material respect.

4.5 Hazardous Materials.

4.5.1. Definition of Hazardous Materials. For purposes of this Lease, the term "Hazardous Material" or "Hazardous Materials" shall mean any hazardous or toxic substance, material, product, byproduct, or waste, which is or shall become regulated by any governmental entity, including, without limitation, the County acting in its governmental capacity, the State of California or the United States government.

4.5.2. Use of Hazardous Materials. Except for those Hazardous Materials which are customarily used in connection with any permitted use of the Premises and Improvements under this Lease (which Hazardous Materials shall be used in compliance with all applicable
Laws), Tenant or Tenant's employees, agents, independent contractors or invitees (collectively "Tenant Parties") shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the Premises (which for purposes of this Section shall include the subsurface soil and ground water).

4.5.3. **Indemnification for Hazardous Materials.** Tenant agrees to include in the Construction Contract: “To the fullest extent permitted by law, Contractor hereby agrees to indemnify, hold harmless, protect and defend the County (with attorneys acceptable to County), its Board, elected officials, officers, employees, agents, independent contractors, and the Premises, from and against any and all liabilities, losses, damages (including, but not limited, damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact on marketing and diminution in the value of the Premises), judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, to the extent caused by the use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises by Contractor. The foregoing obligations shall not apply to any pre-existing Hazardous Materials.”

4.6 **Access by County.** County reserves the right for County and County's authorized representatives to enter the Premises at any reasonable time during business hours, in order to (i) determine whether Tenant is complying with Tenant's obligations hereunder, or (ii) enforce any rights given to County under this Lease. County shall take all necessary measures not to unreasonably interfere with Tenant's business at the Premises in exercising its rights under this Section.

**ARTICLE V**

CONSTRUCTION OF IMPROVEMENTS

5.1 **Construction of Improvements.**

5.1.1. **Initial Improvements.** Tenant shall cause Contractor to construct the Initial Improvements in a good and workmanlike matter, in substantial conformity to the Construction Drawings and Specifications provided by the County and approved by Tenant, and attached hereto. The Tenant shall cause Contractor to ensure the Construction Schedule and Construction Budget (as such documents may be revised from time to time in accordance with this Lease) are substantially followed and that the Tenant meets all obligations under the permits and all applicable Laws. During the Term if any unforeseen conditions arise and/or the County introduces design changes that impact the Construction Schedule and/or Construction Budget, the Tenant, Contractor and County shall meet and confer to either initiate a Lease or Construction Budget/Schedule augmentation and/or exercise value engineering or leverage community support and donations to balance scope of Work and Construction Budget.

5.1.2. **Changes to Construction Documents.** Except as provided in the Construction Contract approved by County, Tenant shall not make any material changes to the
Construction Drawings, Specifications, Construction Schedule, Construction Budget, the contracts with the Contractor (collectively, the "Construction Documents") without the prior written approval of the Chief Real Estate Officer, which shall not be unreasonably withheld, conditioned or delayed. All requests for approval of changes to the Construction Documents shall be submitted by Tenant to the Chief Real Estate Officer together with a reasonably detailed explanation of the reasons for the requested change and any impact that such change may have on the Construction Budget and/or Construction Schedule, if any. If the Chief Real Estate Officer approves the requested change, then Tenant shall provide the Chief Real Estate Officer with a copy of the approved revised Construction Documents and the Tenant shall be obligated to cause the Contractor to complete the Work in accordance with such revised Construction Documents. Any changes to the Construction Documents shall require the prior written agreement of Tenant and County, which approval may require a reasonable and commensurate increase in the County Financial Contribution and/or deviations to the scope of Work and Construction Documents for the revised scope of Work and Construction Documents to remain within the County Financial Contribution. During the Term if any revisions to the Construction Documents are desired by either Party, the Tenant, Contractor (as required by Tenant) and County shall meet and confer to either initiate a Lease or Construction Budget/Schedule augmentation and/or exercise value engineering or leverage community support and donations to balance scope of Work and Construction Budget.

5.1.3. **Construction Schedule.** Subject to Force Majeure Events, Tenant shall cause Contractor to use commercially reasonable efforts to (i) commence construction of the Initial Improvements on or before a date to be established by mutual agreement with the County and Tenant, such date not to occur within forty (40) days of the Effective Date, unless specifically otherwise agreed to in writing by the County and Tenant and Contractor, respectively, and (ii) substantially complete construction of the Initial Improvements, as evidenced by issuance of Certificates of Occupancy for all improvements included in the Initial Improvements, on or before a date to be established by mutual agreement with the County and Tenant in writing. Following commencement of construction of the Initial Improvements, and subject to Force Majeure Events and Section 4.2.4, Tenant shall cause Contractor to diligently continue performance of the Work through completion thereof in accordance with the Construction Schedule, as same may be amended from time to time with the prior written approval of the Chief Real Estate Officer. Tenant acknowledges that a principal inducement to County to enter into this Lease, is the Tenant causing the timely commencement, performance and completion by Contractor of the construction of the Initial Improvements.

5.1.4. **Preconditions.** No Work for development of the Initial Improvements shall be commenced, and no building or other materials shall be delivered to the Premises, until Tenant has satisfied the following preconditions:

(a) If not previously obtained prior to the execution of this Lease, Tenant shall have caused Contractor to receive all applicable permits and approvals as included in the Construction Budget to construct the Project from the applicable government agencies with jurisdiction over the Premises; provided, however, that the County represents and warrants that the County is prepared to issue any County permits required for the development and use of the
Facility and no other permits or approvals are required for the development and use of the Project except as otherwise identified in the Construction Budget or by the Contractor;

(b) Written notice shall have been given by Tenant to County of the proposed commencement of construction of the Premises or the delivery of construction materials in order to permit County to take all necessary actions under California Civil Code section 3094, including posting of a notice of non-responsibility at the Premises;

(c) Tenant shall have provided to County evidence that Tenant has entered into construction contracts in the forms approved by Chief Real Estate Officer ("Construction Contract") and the Contractor; and

(d) Tenant shall have delivered to County certificates of insurance evidencing that Tenant and Contractor have acquired all the insurance that they are obligated to carry pursuant to Section 0.

5.1.5. Utilities. To the extent not already constructed, Tenant shall construct or cause to be constructed all water, gas, heat, light, power, air conditioning, telephone, and other utilities and services supplied to and/or used on the Premises for the Facility as included in the Construction Budget.

5.1.6. Construction Funding.

(a) Upon execution of this Lease, the County shall provide Tenant with $12,637,851 ("County Initial Financial Contribution") as the initial funding for the completion of the Work. Upon completion of fifty percent of the Work, as evidenced by a written verification by the Project’s architect and verified by the County in its reasonable sole discretion, but no earlier than July 1, 2020, the County shall provide Tenant with $12,637,851 ("County Final Financial Contribution") (the “County Initial Financial Contribution” and the “County Final Financial Contribution” shall be referred to collectively as the “County Financial Contribution”). The County Financial Contribution shall be applied by Tenant only toward the Work. In no event shall any portion of the County Financial Contribution be used for any purpose other than to complete the Work. The County Financial Contribution shall be the sole financial contribution of the County to reimburse Tenant for expenditures toward the Work as the Work and Construction Budget have been approved by the Chief Real Estate Officer. The payment is intended to be the full amount committed by County for construction of the Work. In no event shall County be obligated to pay or make disbursements for the construction pursuant to this Lease or otherwise in a total amount which exceeds the County Financial Contribution, nor shall Tenant or its Contractor be entitled to receive (whether in cash, credit or otherwise) any portion of the County Financial Contribution that is not used for the Work. Notwithstanding anything set forth herein, neither Tenant nor Contractor shall be responsible for Work costs in excess of the Construction Budget if such costs are occasioned by circumstances outside the control of the Tenant and/or Contractor. If the Parties determine, in their reasonable discretion, that additional funding is needed to complete the Work, or in the event the Parties desires to change the scope of Work, the Parties shall meet and confer to either initiate a Lease or Construction Budget/Schedule augmentation and/or exercise value
engineering or leverage community support and donations to balance scope of work and budget and/or deviations in the scope of Work and Construction Documents to revise the scope of Work to remain within the County Financial Contribution.

(b) No later than sixty (60) calendar days following termination of this Lease, Tenant shall submit to County an expenditure report for the construction services provided showing all amounts paid out of the County Financial Contribution. At that time, Tenant shall reimburse to County any and all portions of the County Financial Contribution not required to be paid for Work performed, or not expended towards the completion of the Work or the construction of the Improvements; provided, however, that County hereby acknowledges and agrees that such excess funds shall be used solely for purposes of the operations of the services at the Facility, or the purchase of equipment necessary to operate the Facility.

(c) In the event that this Lease is terminated for any reason during the Term, the Tenant shall pay to Contractor, and will cause Contractor to pay to its subcontractors and vendors, all outstanding invoices and amounts due as well as any costs related to stopping all Work and Tenant will reimburse the County any remaining County Financial Contribution within sixty (60) days of the date of the termination of the Lease along with the expenditure report required under Section 5.1.6(b), above.

(d) Tenant is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Lease. Tenant is entirely responsible for compensating staff, subcontractors, and consultants employed by Tenant and its Contractor. This Lease shall not be construed as creating the relationship of employer and employee, or principal and agent, between County and Tenant or any of Tenant’s employees, agents, consultants, or subcontractors. Tenant assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. Tenant, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of County’s employees and shall not be considered in any manner to be County employees.

(e) In addition, if a Certificate of Occupancy has not been received thirty (30) days prior to the Outside Date, then, as of the Outside Date, Tenant at County’s written request shall cause all construction funding to be placed in an account whereby County has equal right of access to said funds should County exercise its right to do so. If a Certificate of Occupancy has not been received on the Outside Date, then County shall have the right, in its discretion, to assume sole and absolute control of the construction funds to effect the completion of construction, upon written notice to the Tenant and a fifteen (15) day cure period. In this event, the Tenant shall provide to County all documents and records pertaining to the construction funds, and the accounting of such funds, within three (3) business days of request by County.

5.1.7. Compliance with Laws and Permits. Tenant shall require Contractor to construct all Improvements to be made by Contractor in compliance with all applicable Laws, including but not limited to all applicable grading permits, building permits, and other permits and
approvals issued by governmental agencies and bodies having jurisdiction over the construction thereof. No permit, approval, or consent given hereunder by County or County, in its governmental capacity, shall affect or limit Tenant's obligations hereunder, nor shall any approvals or consents given by County, as a party to this Lease, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations, or have any effect on approval rights that the County may have in its governmental capacity. Tenant acknowledges that all construction performed by or on behalf of Tenant per the terms of this Lease shall be governed by, and performed in accordance with, all applicable Laws, including without limitation, and to the extent applicable, the California Labor Code and the provisions thereunder concerning the payment of prevailing wage, e.g., Section 1773 of the Labor Code of the State of California, and if applicable Tenant shall require Contractor to comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm from the Director of the State Department of Industrial Relations. Tenant shall require Contractor to post a copy of such wage rates at the job site and to pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for County within the Premises. Tenant shall require Contractor to comply with the provisions of Sections 1775 and 1813 of the Labor Code.

5.1.8. **Reports.** Not less than quarterly from the commencement of construction of the Initial Improvements, Tenant shall provide County with written construction status reports in the form of AIA No. G702, augmented by oral reports if so requested by County.

5.1.9. **Certificate of Occupancy.** Tenant shall provide County with a copy of the Certificate of Occupancy of the Initial Improvements promptly following issuance thereof.

5.1.10. **Mechanic's Liens.**

(a) **Payment of Liens.** Tenant shall cause Contractor to pay or cause to be paid the total cost and expense of all "Work of Improvement," as that phrase is defined in the California Mechanics' Lien law in effect and as amended from time to time. Except as arising from or related to a Legal Challenge, Tenant shall not suffer or permit to be enforced against the Premises or Improvements or any portion thereof, any mechanics', materialmen's, contractors' or subcontractors' liens arising from any work of improvement, however it may arise. Tenant may, however, in good faith and at Tenant's sole cost and expense contest the validity of any such asserted lien, claim, or demand, provided Tenant (or the Contractor or subcontractor, as applicable) has furnished the release bond (if required by County or any construction lender) required in California Civil Code §8424 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such lien claim). In the event a lien or stop-notice is imposed upon the Premises as a result of such construction, repair, alteration, or installation, except as arising from or related to a Legal Challenge, Tenant shall either:

(1) Record a valid Release of Lien, or
(2) Procure and record a bond in accordance with Section 8424 of the Civil Code, which releases the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien, or

(3) Post such security or provide such alternative financial arrangements as shall be required by Tenant's title insurer to insure over such lien or stop-notice, or

(4) Should Tenant fail to accomplish either of the three optional actions above within 30 days after Tenant receives notice of the filing of such a lien or stop-notice, it shall constitute an Event of Default hereunder.

(b) **Indemnification.** Except as arising from or related to a Legal Challenge and provided that County is not in breach of its payment obligations under this Agreement, Tenant at all times shall, or shall cause its Contractor to indemnify, defend with counsel approved in writing by County and save County harmless from all claims, losses, demands, damages, cost, expenses, or liability costs for unpaid labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees and costs.

(c) **Protection against Liens.** County shall have the right to post and maintain on the Premises any notices of non-responsibility provided for under applicable California law. During the course of construction, Tenant shall cause Contractor to obtain customary mechanics' lien waivers and releases. Upon completion of the construction of any Improvements, Tenant or Contractor shall record a notice of completion in accordance with applicable law. Promptly after the Improvements have been completed, Tenant shall (or shall require Contractor to) record a notice of completion as defined and provided for in California Civil Code Section 8182.

(d) **County's Rights.** Except as arising from or related to a Legal Challenge, if Tenant (or the Contractor or subcontractor, as applicable) does not cause to be recorded the bond described in California Civil Code §8424 or otherwise protect the Premises and Improvements under any alternative or successor statute, and a final judgment has been rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Tenant fails to stay the execution of judgment by lawful means or to pay the judgment, County shall have the right, but not the duty to pay or otherwise discharge, stay or prevent the execution of any such judgment or lien or both. Upon any such payment by County, Tenant shall immediately upon receipt of written request therefor by County, reimburse County for all sums paid by County under this paragraph together with all County's reasonable attorney's fees and costs, plus interest at the Interest Rate from the date of payment until the date of reimbursement.

5.1.11. **No Responsibility.** Any approvals by County with respect to any Improvements shall not make County responsible for the Improvement with respect to which
approval is given, or the construction thereof. Tenant shall indemnify, defend and hold County harmless from and against all liability and all claims of liability (including, without limitation, reasonable attorneys' fees and costs) arising during the term of this Lease for damage or injury to persons or property or for death of persons arising from or in connection with such Improvement or construction, except for liability or claims arising from or related to (1) a Legal Challenge, (2) the County’s, or its Board of Supervisors, elected officials, appointed officials, officers, employees, agents or contractors negligent acts, errors, omissions or willful misconduct, or (3) the Construction Drawings or Specifications.

5.1.12. **Outside Date.** If Tenant fails to comply with its obligations under Section 0 including, without limitation, causing Contractor to commence and complete the Work of the Initial Improvements by the Outside Date, then such failure shall be deemed an Event of Default.

5.2 **Ownership of Improvements.**

5.2.1. **During Term.** Title to all Improvements constructed or placed on the Premises by Tenant and paid for by Tenant are and shall be vested in Tenant during the entire Term of this Lease, until the expiration or earlier termination thereof. The Parties agree for themselves and all persons claiming under them that the Improvements are real property.

5.2.2. **Upon Expiration of Term.** All Improvements on the Premises at the expiration or earlier termination of the Term of this Lease shall, without additional payment to Tenant, then become County's property free and clear of all claims to or against them by Tenant and free and clear of all liens and claims arising from Tenant's use and occupancy of the Premises, and with Taxes paid current as of the expiration or termination date. Tenant shall upon the expiration or earlier termination of the Term deliver possession of the Premises and the Improvements to County in a well-maintained condition consistent with the requirements of this Lease.

5.3 **"AS-BUILT" Plans.** Within sixty (60) days following completion of the Initial Improvements, Tenant shall furnish the Chief Real Estate Officer a complete set of reproducibles and two sets of prints of "As-Built" plans and a magnetic tape, disk or other storage device containing the "As-Built" plans in a form usable by County, to County's satisfaction, on County's computer aided mapping and design ("CAD") equipment. CAD files are also to be converted to Acrobat Reader (*.pdf format), which shall be included on the disk or CD ROM. In addition, Tenant shall furnish Chief Real Estate Officer copy of the final construction costs for the construction of such improvements.

ARTICLE VI
CONSTRUCTION OF INITIAL IMPROVEMENTS

6.1 **Construction of the Initial Improvements by Tenant.** Throughout the Term of this Lease, Tenant shall cause Contractor to construct the Initial Improvements, as set forth herein, based on the County Financial Contribution in compliance with all applicable Laws in all material respects.
6.2 **Requirements of Governmental Agencies.** At all times during the Term of this Lease, Tenant shall require that Contractor: (i) make all alterations, improvements, demolitions, additions or repairs to the Premises and/or the Improvements required to be made pursuant to the Construction Documents in accordance with all applicable laws, ordinances, statutes, orders or regulations now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity; (ii) observe and comply in all material respects with all Laws now or hereafter made or issued respecting the Premises and/or the Improvements (subject to Tenant's right to contest such Laws in accordance with Section 4.4); and (iii) to indemnify, defend and hold County, the Premises and the Improvements free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from Contractor’s failure to comply with and perform the requirements of this Article VI.

6.3 **County Obligations.** Tenant specifically acknowledges and agrees that during the Term, County shall not have any obligations with respect to the maintenance, alteration, improvement, demolition, addition or repair of any Improvements, except only as specifically provided in this Lease to the contrary.

6.4 **Accessibility Disclosure.** In compliance with its disclosure obligations under Section 1938 of the California Civil Code, County hereby notifies Tenant that, as of the Effective Date, the Property has not been inspected by a Certified Access Specialist (as referred to in Section 1938 of the California Civil Code). As such, County hereby advises Tenant as follows:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

If Tenant in its sole discretion elects to have a Certified Access Specialist ("CASp") inspect the Property, then Tenant shall: (a) provide County with prior written notice of such election and mutually agree with County on the arrangements for the time and manner of the CASp inspection, (b) promptly give County a copy of the resulting report (the "CASp Report") upon receipt, (c) be responsible for the cost of the CASp Report and for completing any repairs or modifications that are necessary to correct violations of construction-related accessibility standards noted in the CASp Report and any additional work necessitated thereby (all of which Tenant shall complete as expeditiously as possible following the issuance of the CASp Report and in compliance with this Lease (including without limitation Section 5), unless County elects at its option to perform such
work at Tenant's expense), and (d) not disclose and cause its partners, members, officers, directors, managers, shareholders, employees, agents, brokers and attorneys to not disclose the CASp Report to any person other than County (and except as necessary for Tenant to complete the repairs and corrections of violations noted in the CASp Report) without first obtaining the prior written consent of County. Tenant's obligation to indemnify County, County, and the County Parties under Section 0 shall apply equally to Claims arising out of any CASp investigation initiated by Tenant, including as a result of any violations discovered thereby.

ARTICLE VII
DAMAGE AND RESTORATION

7.1 **Damage and Restoration.** In the event the whole or any part of the Improvements shall be damaged or destroyed by fire or other casualty, damage or action of the elements which is covered by insurance required to be carried by Tenant pursuant to this Lease or in fact caused by Tenant, at any time during the Term, Tenant shall with all due diligence, subject to the availability of insurance proceeds, cause Contractor to repair, restore and rebuild the Improvements on substantially the same plan and design as existed immediately prior to such damage or destruction and to substantially the same condition that existed immediately prior to such damage, with any changes made by Tenant to comply with then applicable Laws and with any upgrades or improvements that Tenant may determine in its reasonable discretion. If Tenant desires to change the use of the Premises following such casualty, then Tenant may make appropriate changes to the Premises to accommodate such changed use after approval of such change of use by the County pursuant to Article IV above. This Article shall not apply to cosmetic damage or alterations.

7.2 **Restoration.** In the event of any restoration or reconstruction pursuant to this Section, Tenant shall cause Contractor to construct such work in a good and workmanlike manner according to and in conformance with the laws, rules and regulations of all governmental bodies and agencies and the requirements of this Lease applicable to the construction of the Initial Improvements.

7.3 **Application of Insurance Proceeds.** If following the occurrence of damage or destruction to the Premises or Improvements, Tenant is obligated to or otherwise elects to restore the Premises and Improvements pursuant to this Article VII, then all proceeds from the insurance required to be maintained by Tenant on the Premises and the Improvements shall be applied to fully restore the same, and any excess proceeds shall be paid to Tenant to the extent of the available insurance proceeds. Upon lien free completion of the restoration, any balance of the insurance proceeds remaining over and above the cost of such restoration shall be paid to County.

7.4 **Exclusive Remedies.** Notwithstanding any destruction or damage to the Premises and/or the Improvements, Tenant shall not be released from any of its obligations under this Lease, except to the extent and upon the conditions expressly stated in this Article VII. County and Tenant hereby expressly waive the provisions of California Civil Code Sections 1932(2) and
1933(4) with respect to any damage or destruction of the Premises and/or the Improvements and agree that their rights shall be exclusively governed by the provisions of this Article VII.

ARTICLE VIII
INSURANCE AND INDEMNITY

8.1 Tenant's Required Insurance.

8.1.1. Tenant agrees to purchase, or require subtenants to purchase, all required insurance at Tenant's expense and to deposit with Chief Real Estate Officer certificates of insurance, including all endorsements required herein, necessary to satisfy Chief Real Estate Officer that the insurance provisions of this Lease have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with Chief Real Estate Officer during the entire term of this Lease. It shall constitute an Event of Default hereunder if Tenant's insurance coverage is terminated and not reinstated within ten (10) business days after notice from County of such termination.

8.1.2. Tenant agrees that it shall not operate on the Premises at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Chief Real Estate Officer; rent however shall not be suspended. In no cases shall assurances by Tenant, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Chief Real Estate Officer will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Tenant also agrees that upon cancellation, termination, or expiration of Tenant's insurance, Chief Real Estate Officer may take whatever steps are necessary to interrupt any operation from or on the Premises until such time as the Chief Real Estate Officer reinstates the Lease.

8.1.3. If Tenant fails to provide Chief Real Estate Officer with a valid certificate of insurance and endorsements, or binder at any time during the term of the Lease, County and Tenant agree that this shall constitute a material breach of the Lease. Whether or not a notice of default has or has not been sent to Tenant, said material breach shall permit Chief Real Estate Officer to take whatever steps are necessary to interrupt any operation from or on the Premises, and to prevent any persons, including, but not limited to, members of the general public, and Tenant's employees and agents, from entering the Premises until such time as the Chief Real Estate Officer is provided with adequate evidence of insurance required herein.

8.1.4. All contractors and subcontractors performing work on behalf of Tenant pursuant to this Lease shall obtain insurance subject to the same terms and conditions as set forth herein for Tenant and limits of insurance as described in Section 8.1.6 (e), Section 8.1.6 (f) and Section 8.1.6 (g). Tenant shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by County from the Tenant under this Lease. It is the obligation of the Tenant to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the
Premises. Such proof of insurance must be maintained by Tenant through the entirety of this Lease and be available for inspection by Chief Real Estate Officer at any reasonable time.

8.1.5. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Tenant’s current audited financial report. If the Tenant fails to maintain insurance acceptable to the County for the full term of this Lease, it shall constitute an Event of Default under this Lease, if such failure continues for a period of 20 days after receipt of written notice from County.

8.1.6. All policies of insurance required under this Article VIII 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 must be licensed to do business in the state of California.

(a) If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the Chief Real Estate Officer retains the right to approve or reject a carrier after a review of the carrier's performance and financial ratings.

(b) If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the Chief Real Estate Officer retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

(c) The policy or policies of insurance maintained by the TENANT DURING CONSTRUCTION shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for</td>
<td>$1,000,000 limit per occurrence</td>
</tr>
<tr>
<td>owned, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory Minimum</td>
</tr>
<tr>
<td>Employers' Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

(d) Intentionally omitted.
(e) The policy or policies of insurance maintained by the TENANT'S CONTRACTOR DURING CONSTRUCTION shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Builder's Risk</td>
<td>Project value and no coinsurance provision.</td>
</tr>
<tr>
<td>Professional Liability (all design professionals providing services in connection with construction, renovation or alteration of Improvements)</td>
<td>$5,000,000 per occurrence $5,000,000 aggregate</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$10,000,000 per occurrence $10,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$2,000,000 limit per occurrence</td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory Minimum</td>
</tr>
<tr>
<td>Employers' Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Pollution Liability including NODS</td>
<td>$2,000,000 per claims made or per occurrence</td>
</tr>
<tr>
<td>Contractor’s Pollution Liability including Non-Owned Disposal Site (NODS) Coverage</td>
<td>$2,000,000 per claims made or per occurrence</td>
</tr>
</tbody>
</table>

Tenant shall cause Contractor to provide a builder’s risk policy providing coverage for the full project value and no coinsurance provision. The policy shall provide coverage for all perils excluding earthquake, and flood. Contractor shall be responsible for a per loss deductible amount not to exceed $25,000. Neither Tenant nor Contractor shall be responsible for any earthquake or flood loss whatsoever. The County of Orange shall be named as a Loss Payee as its financial interests may appear. This shall be evidenced by a Loss Payee endorsement which shall accompany the Certificate of Insurance.

The Builder's Risk policy shall not be required to cover any tools, equipment, or supplies, unless such tools, equipment, or supplies are part of the Work being constructed. The Tenant shall ensure that the Contractor is responsible for securing and maintaining appropriate insurance on any tools, equipment, or supplies that are not part of the work being constructed.

The County shall, and the Tenant shall cause the Contractor, to waive all rights against the other, and the subcontractors, sub-subcontractors, officers, and employees of the other, and the Contractor shall waive all rights against County’s separate contractors, if any, and their subcontractors, sub-subcontractors, officers and employees for damages caused by fire or other
perils to the extent covered by the Builder’s Risk insurance, except such rights as they may have to the proceeds of such insurance. The Tenant shall ensure that the Contractor shall require of its subcontractors and sub-subcontractors by appropriate agreements, similar waivers, each in favor of all other parties enumerated in the preceding sentence.

(f) The policy or policies of insurance maintained by the TENANT’S CONTRACTOR’S SUBCONTRACTORS DURING CONSTRUCTION shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 limit per occurrence</td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory Minimum</td>
</tr>
<tr>
<td>Employers' Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Contractor’s Pollution Liability including NODS</td>
<td>$1,000,000 per claims made or per occurrence</td>
</tr>
<tr>
<td>(Required if involved in pollution remediation.)</td>
<td></td>
</tr>
</tbody>
</table>

8.1.7. **Required Coverage Forms.**

(a) 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.

(b) The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

8.1.8. **Required Endorsements.** The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds. Blanket coverage may also be provided which will state, As Required by Lease.

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

3) A Products and Completed Operations endorsement using ISO Form CG2037 (ed.04/13) or a form at least as broad, or an acceptable alternative is the ISO from CG2010 (ed. 11/85). (Pertains to contractors and subcontractors performing major construction). Tenant shall cause its Contractor, and its Contractor’s Subcontractors to maintain Products and Completed Operations coverage for five (5) years following completion of construction.

The Tenant shall cause its Contractor to maintain a Contractors Pollution Liability and Pollution Liability policies shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds.

2) A primary non-contributing endorsement evidencing that the Contractors Pollution Liability insurance is primary and any insurance or self-insurance maintained by County shall be excess and non-contributing.

(a) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against County, its elected and appointed officials, officers, agents and employees.

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

(c) The Builder’s Risk policy shall include County of Orange as a Named Insured. A Certificate of Insurance shall be submitted as evidence of this requirement. The Builders’ Risk policy shall be endorsed to include County as a Loss Payee. A Loss Payee endorsement shall be submitted with the Certificate of Insurance as evidence of this requirement.

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

(e) 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 001 policy).
(f) If any Contractor’s Pollution Liability and Pollution Liability are claims-made policies, Contractor shall agree to maintain coverage for five (5) years following completion of the construction. If Contractor’s Professional Liability is a claims-made policy, Contractor shall agree to maintain coverage for five (5) years following the completion of construction through renewal or replacement policies. Tenant shall cause Contractor’s Products and Completed Operations coverage to be maintained for five (5) years following the completion of construction.

(g) Insurance certificates should be forwarded to County address provided in Section 18.19 below or to an address provided by Chief Real Estate Officer. Tenant has ten (10) business days to provide adequate evidence of insurance or it shall constitute an Event of Default.

(h) County expressly retains the right to require Tenant to increase or decrease insurance of any of the above insurance types throughout the term of this Lease if such increases are commercially available and if the cost of such increase is within the Construction Budget. Any increase or decrease in insurance will be as deemed by Chief Real Estate Officer as appropriate to adequately protect COUNTY.

(i) Chief Real Estate Officer shall notify Tenant in writing of changes in the insurance requirements consistent with subsection (h) above. If Tenant does not deposit copies of certificates of insurance and endorsements with Chief Real Estate Officer incorporating such changes within thirty (30) days of receipt of such notice, it shall constitute an Event of Default.

(j) The procuring of such required policy or policies of insurance shall not be construed to limit Tenant’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease, nor in any way to reduce the policy coverage and limits available from the insurer.

8.2 **Indemnification.** Tenant hereby agrees to indemnify, defend (with counsel approved in writing by County), and hold harmless, County and its respective boards, elected and appointed officials, officers, agents (other than design professionals, consultants and inspectors), employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property (collectively, the “Liabilities”), to the extent caused by the negligence or willful misconduct of Tenant, except for (1) a Legal Challenge, (2) Liability or Liabilities arising out of the negligence of County or its respective boards, Board of Supervisors, elected officials, appointed officials, officers, employees, agents or contractors or (3) arising out of the Construction Drawings or Specifications. If County is named as co-defendant(s) in a lawsuit, Tenant shall notify County of such fact. If judgment is entered against County and/or County and Tenant by a court of competent jurisdiction because of the negligence or willful misconduct of County and/or County and Tenant, County and Tenant agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything contained in this Lease to the contrary, County hereby agrees not to sue or otherwise commence, or prosecute any action or other proceeding against Tenant or Contractor.
arising out of any Liabilities (i) to the extent the same is covered by an applicable policy of insurance for which County is an additional insured, or (ii) if there is no insurance or if there is a lack of insurance, but only to the extent the same is covered by an agreement by Tenant to indemnify, defend and hold harmless County.

8.3 **Damage to Tenant's Property.** County shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise, or other property of Tenant, of Tenant's employees, invitees, customers, or of any other person in or about the Premises or the Improvements caused by or resulting from any peril which may affect the Premises or Improvements, including fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises or the Improvements, whether such damage or injury results from conditions arising upon the Premises or from other sources.

**ARTICLE IX**

**CONDEMNATION**

9.1 **Definitions.**

9.1.1. **"Condemnation"** means (i) the taking or damaging, including severance damage, by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute, whether by legal proceedings or otherwise, by a Condemnor (hereinafter defined), and (ii) a voluntary sale or transfer to a Condemnor, either under threat of condemnation or while condemnation legal proceedings are pending.

9.1.2. **"Date of Taking"** means the later of (i) the date actual physical possession is taken by the Condemnor; or (ii) the date on which the right to compensation and damages accrues under the law applicable to the Premises.

9.1.3. **"Award"** means all compensation, sums or anything of value awarded, paid or received for a Total Taking, a Substantial Taking or a Partial Taking (hereinafter defined), whether pursuant to judgment or by agreement or otherwise.

9.1.4. **"Condemnor"** means any public or quasi-public authority or private corporation or individual having the power of condemnation.

9.1.5. **"Total Taking"** means the taking by Condemnation of all of the Premises and all of the Improvements.

9.1.6. **"Substantial Taking"** means the taking by Condemnation of so much of the Premises or Improvements or both that one or more of the following conditions results: (i) The remainder of the Premises would not be economically and feasibly usable by Tenant; and/or (ii) A reasonable amount of reconstruction would not make the Premises and Improvements a practical improvement and reasonably suited for the uses and purposes for which the Premises were being used prior to the Condemnation; and/or (iii) The conduct of Tenant's business on the Premises would be materially and substantially prevented or impaired.
9.1.7. "Partial Taking" means any taking of the Premises or Improvements that is neither a Total Taking nor a Substantial Taking.

9.1.8. "Notice of Intended Condemnation" means any notice or notification on which a reasonably prudent person would rely and which he would interpret as expressing an existing intention of Condemnation as distinguished from a mere preliminary inquiry or proposal. It includes but is not limited to service of a Condemnation summons and complaint on a party hereto. The notice is considered to have been received when a party receives from the Condemnor a notice of intent to condemn, in writing, containing a description or map reasonably defining the extent of the Condemnation.

9.2 Notice and Representation.

9.2.1. Notification. The party receiving a notice of one or more of the kinds specified below shall promptly notify the other party of the receipt, contents and dates of such notice: (i) a Notice of Intended Condemnation; (ii) service of any legal process relating to the Condemnation of the Premises or Improvements; (iii) any notice in connection with any proceedings or negotiations with respect to such a Condemnation; (iv) any notice of an intent or willingness to make or negotiate a private purchase, sale or transfer in lieu of Condemnation.

9.2.2. Separate Representation. County and Tenant each have the right to represent its respective interest in each Condemnation proceeding or negotiation and to make full proof of his claims. No agreement, settlement, sale or transfer to or with the Condemnor shall be made without the consent of County and Tenant. County and Tenant shall each execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Lease relating to Condemnation.

9.3 Total or Substantial Taking.

9.3.1. Total Taking. On a Total Taking, this Lease shall terminate on the Date of Taking.

9.3.2. Substantial Taking. If a taking is a Substantial Taking, Tenant may, by notice to County given within ninety (90) days after Tenant receives a Notice of Intended Condemnation, elect to treat the taking as a Total Taking. If Tenant does not so notify County, the taking shall be deemed a Partial Taking.

9.3.3. Early Delivery of Possession. Tenant may continue to occupy the Premises and Improvements until the Condemnor takes physical possession. At any time following Notice of Intended Condemnation, Tenant may in its sole discretion elect to relinquish possession of the Premises to County before the actual Taking. The election shall be made by notice declaring the election and agreeing to pay all Rent required under this Lease to the Date of Taking. Tenant's right to apportionment of or compensation from the Award shall then accrue as of the date that the Tenant relieves possession.
9.3.4. **Apportionment of Award.** On a Total Taking all sums, including damages and interest, awarded for the fee or leasehold or both shall be distributed and disbursed as finally determined by the court with jurisdiction over the Condemnation proceedings in accordance with applicable law. Notwithstanding anything herein to the contrary, Tenant shall be entitled to receive compensation for the value of its leasehold estate under this Lease including its interest in all Improvements, personal property and trade fixtures located on the Premises, its relocation and removal expenses, its loss of business goodwill and any other items to which Tenant may be entitled under applicable law.

9.4 **Partial Taking.**

9.4.1. **Effect on Rent.** On a Partial Taking this Lease shall remain in full force and effect covering the remainder of the Premises and Improvements, except that the Annual Rent (including any adjustments thereto) shall be equitably reduced based on the impact (if any) of such Partial Taking on the operating income and revenue derived from Tenant's operations and the decrease (if any) in the market value of the leasehold interest.

9.4.2. **Restoration of Improvements.** Promptly after a Partial Taking, Tenant shall cause Contractor to repair, alter, modify or reconstruct the Improvements ("Restoring") so as to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased.

9.4.3. **Apportionment of Award.** On a Partial Taking, County shall be entitled to receive the entire award for such Partial Taking, except that (i) the proceeds of such Partial Taking shall first be applied towards the cost of Restoring the Premises pursuant to Section 9.4.2 and (ii) Tenant shall be entitled to receive any portion of such award allocated to Tenant's interest in any of Tenant's Improvements, personal property and trade fixtures taken.

9.5 **Waiver of Termination Rights.** Both parties waive their rights under Section 1265.130 of the California Code of Civil Procedure (and any successor provision) and agree that the right to terminate this Lease in the event of Condemnation shall be governed by the provisions of this Article IX.

**ARTICLE X**

**ASSIGNMENT, SUBLETTING AND ENCUMBERING**

10.1 **General.** Except for Excluded Transfers, Tenant shall not assign (including an assignment by operation of law), transfer or encumber this Lease, or any interest therein, nor sublet the Premises or Improvements. Tenant may assign or sublet this Lease without County's consent to an Excluded Transferee (as defined below). All other assignments and transfers shall require the consent of County, which may not be unreasonably withheld, conditioned or delayed.

10.1.1. Except transfers to an Excluded Transferee, any mortgage, pledge, hypothecation, encumbrance, transfer, sublease of Tenant's entire Lease interest or assignment (hereinafter in this section referred to collectively as "Transfer") of Tenant's interest in the Premises, or assignment of any part or portion thereof, shall first be approved in writing by Chief
10.1.2. Except for an Excluded Transfer, if Tenant hereunder is a corporation, limited liability company, an unincorporated association or partnership, the Transfer of any stock or interest in said corporation, company, association, partnership in the aggregate exceeding 25% shall be deemed a Transfer within the meaning of this Lease that requires County written consent.

10.1.3. Should County consent to any Transfer, such consent shall not constitute a waiver of any of the terms, covenants, or conditions of this Lease nor be construed as County's consent to any further Transfer. Such terms, covenant or conditions shall apply to each and every Transfer hereunder and shall be severally binding upon each and every party thereto. Any document to mortgage, pledge, hypothecate, encumber, transfer, sublet, or assign the Premises or any part thereof shall not be inconsistent with the provisions of this Lease and in the event of any such inconsistency, the provisions of this Lease shall control.

10.1.4. This Section shall not be interpreted to disallow or require County approval for space leases (subleases of less than Tenant's entire Lease interest) or concession agreements within the Improvements between the Tenant and a sub-tenant, which are consistent with the approved uses under this Lease.

10.2 **County's Fee Interest.** Tenant shall not mortgage, encumber or hypothecate County's Fee Interest under any circumstances.

10.3 **Excluded Transfers.** County's consent shall not be required for an Excluded Transfer (each party to whom a Excluded Transfer may be made is an "Excluded Transferee"); provided, however, that in each case (1) Tenant shall notify County of such Transfer at least sixty (60) days prior to the consummation of such Transfer, and shall provide County with complete information regarding the transferee and information evidencing that the Transfer falls within the parameters of this paragraph, and (2) if such Transfer involves an assignment of Tenant's rights under this Lease, Tenant or such transferee shall provide County with a written assumption of Tenant's obligations under this Lease executed by such transferee in a form approved by the County, which approval shall not be unreasonably withheld, conditioned or delayed in the event that the assignment is consistent with the terms of this Lease.

10.4 **Transfer Procedure.** If Tenant desires at any time to enter into a Transfer for which County's consent is required hereunder, Tenant shall provide County with written notice ("Transfer Notice") at least ninety (90) days prior to the proposed effective date of the Transfer. The Transfer Notice shall include (i) the name and address of the proposed transferee, (ii) the nature of the Transfer (i.e., whether an assignment, sublease or encumbrance), (iii) the proposed effective date of the Transfer, (iv) income statements and "fair market" balance sheets of the proposed transferee for the two (2) most recently completed fiscal or calendar years (provided however, if the proposed transferee is a newly formed entity and has not been in existence for such
two (2) year period, the financial statements submitted shall be those if its principals), (v) a detailed description of the proposed transferees qualifications and experience that demonstrates the transferee meets the criteria for a Tenant as established by this Lease, and (vi) a bank or other credit reference. Thereafter, Tenant shall furnish such supplemental information as County may reasonably request concerning the proposed transferee. County shall, no later than ninety (90) days after County's receipt of the information specified above, deliver written notice to Tenant which shall (i) indicate whether County gives or withholds its consents to the proposed Transfer, and (ii) if County withholds its consent to the proposed Transfer, setting forth a detailed explanation of County's grounds for doing so. If County consents to a proposed Transfer, then Tenant may thereafter effectuate such Transfer to the proposed transferee based upon the specific terms of the County's approval and after execution of consent to assignment, in a form approved by the County.

10.5 **Liability of Transferors/Transferees for Lease Obligations.** Each permitted assignee of this Lease shall assume in writing all of Tenant's obligations under this Lease. All transferees of any interest in this Lease or the Premises or Improvements (whether or not directly liable on this Lease) shall be subject to the terms and provisions of this Lease. Any transferor of any interest in this Lease or the Premises or Improvements shall remain primarily liable for all obligations hereunder, and shall be subject to the terms and provisions of this Lease, except to the extent assumed by assignee.

10.6 **Conditions of Certain County Approvals.**

10.6.1. County may withhold consent to a Transfer at its and absolute sole discretion if any of the following conditions exist:

(a) An Event of Default exists under this Lease.

(b) The prospective Transferee has not agreed in writing to keep, perform, and be bound by all the terms, covenants, and conditions of this Lease.

(c) The construction required of Tenant as a condition of this Lease has not been completed and will not be assumed by assignee or assignee’s contractor.

(d) All the material terms, covenants, and conditions of the Transfer that are relevant to the County approval of the Transfer have not been revealed in writing to County.

(e) The processing fee required by County and set out below has not been paid to County by delivery of said fee to County.

(1) A fee of $3,000 shall be paid to County for processing each consent to Transfer submitted to County as required by this Lease. This processing fee shall be deemed earned by County when paid and shall not be refundable.
(2) If a processing fee has been paid by Tenant for another phase of the same transaction, a second fee will not be charged. Such fee shall be increased every ten years during the Lease term based on any increase in the CPI Index. Under no circumstances shall the fee decrease.

10.7 **Conditions Deemed Reasonable.** Tenant acknowledges that each of the conditions to a Transfer, and the rights of County set forth in this Article X in the event of a Transfer is a reasonable restriction for the purposes of California Civil Code Section 1951.4.

ARTICLE XI
DEFAULT AND REMEDIES

11.1 **Event of Default.** Each of the following events shall constitute an "Event of Default" by Tenant:

11.1.1. **Miscellaneous Events of Default.** Any event or circumstance expressly referenced to elsewhere in this Lease as an "Event of Default."

11.1.2. **Failure to Pay.** Tenant's failure or omission to pay any Rent or other sum payable hereunder on or before the date due where such failure shall continue for a period of three (3) business days after written notice thereof from County to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure §1161 *et seq.*

11.1.3. **Failure to Perform.** The failure or inability by Tenant to observe or perform any of the provisions of this Lease to be observed or performed by Tenant, other than specified in Sections 11.1.2 or 11.1.4 or 4.2.4, where such failure shall continue for a period of thirty (30) days after written notice thereof from County to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 *et seq.*; provided, further, that if the nature of such failure is such that it can be cured by Tenant but that more than thirty (30) days are reasonably required for its cure (for any reason other than financial inability), then Tenant shall not be deemed to be in default if (i) Tenant commences such cure within said thirty (30) days, and (ii) thereafter diligently prosecutes such cure to completion.

11.1.4. **Abandonment.** Except as provided herein, the abandonment (as defined in California Civil Code Section 1951.3) or vacation of the Premises by Tenant; provided, however, vacancy of a portion of the Premises due to remodeling, reconstruction or as a result of casualty, condemnation, tenant vacancies or other factors beyond the reasonable control of Tenant shall not constitute a default hereunder.

11.1.5. **Assignments.**

(a) The making by Tenant of any general assignment for the benefit of creditors;
(b) A case is commenced by or against Tenant under Chapters 7, 11 or 13 of the Bankruptcy Code, Title 11 of the United States Code as now in force or hereafter amended and if so commenced against Tenant, the same is not dismissed within sixty (60) days of such commencement;

(c) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; or

(d) Tenant's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts. In the event of any such default, neither this Lease nor any interests of Tenant in and to the Premises shall become an asset in any of such proceedings and, in any such event and in addition to any and all rights or remedies of the County hereunder or by law; provided, it shall be lawful for the County to declare the term hereof ended and to re-enter the Premises and take possession thereof and remove all persons therefrom, and Tenant and its creditors (other than County) shall have no further claim thereon or hereunder.

11.2 **County's Remedies.** If an Event of Default occurs and is continuing, County shall have the following remedies in addition to all rights and remedies provided by law or equity to which County may resort cumulatively or in the alternative:

11.2.1. **Termination of Lease.** County shall have the right to terminate this Lease and all rights of Tenant hereunder including Tenant's right to possession of the Premises.

11.2.2. **Continue Lease in Effect.** Continue this Lease in effect without terminating Tenant's right to possession even though Tenant has breached this Lease and abandoned the Premises and to enforce all of County's rights and remedies under this Lease, at law or in equity, including the right to recover the rent as it becomes due under this Lease; provided, however, that County may at any time thereafter elect to terminate this Lease for such previous breach by notifying Tenant in writing that Tenant's right to possession of the Premises has been terminated.

11.2.3. **Removal of Personal Property Following Termination of Lease.** County shall have the right, following a termination of this Lease and Tenant's rights of possession of the Premises under Section 11.2.1 above, to re-enter the Premises and, subject to applicable law, to remove Tenant's personal property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant in accordance with applicable California law.

11.3 **County's Right to Cure Tenant Defaults.** If Tenant shall have failed to cure, after expiration of the applicable time for curing, a particular default under this Lease, County may at its election, but is not obligated to, make any payment required of Tenant under this Lease or perform or comply with any term, agreement or condition imposed on Tenant hereunder. No such
payment, performance or compliance shall constitute a waiver of default or of any remedy for default, or render County liable for any loss or damage resulting from the same.

11.4 **County's Default.** County shall not be considered to be in default under this Lease unless Tenant has given County written notice specifying the default, and either (i) as to monetary defaults, County has failed to cure the same within ten (10) business days after written notice from Tenant, or (ii) as to nonmonetary defaults, County has failed to cure the same within thirty (30) days after written notice from Tenant, or if the nature of County’s nonmonetary default is such that more than thirty (30) days are reasonably required for its cure, then such thirty (30) period shall be extended automatically so long as County commences a cure within such thirty (30) day period and thereafter diligently pursues such cure to completion. Tenant shall have no right to offset or abate alleged amounts owing by County under this Lease against Annual Rent owing by Tenant under this Lease.

11.5 **Waiver by County.** No delay or omission of County to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by Tenant hereunder. The acceptance by County of rent or any other sums hereunder shall not be (a) a waiver of any preceding breach or default by Tenant of any provision thereof, other than the failure of Tenant to pay the particular rent or sum accepted, regardless of County's knowledge of such preceding breach or default at the time of acceptance of such rent or sum, or (b) waiver of County's right to exercise any remedy available to County by virtue of such breach or default. No act or thing done by County or County's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender shall be valid unless in writing and signed by County.

11.6 **Interest.** Any installment or rent due under this Lease or any other sums not paid to County when due (other than interest) shall bear interest at the maximum rate allowed by law from the date such payment is due until paid, provided, however, that the payment of such interest shall not excuse or cure the default.

11.7 **Waiver by Tenant.** Tenant's waiver of any breach by County of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

11.8 **Tenant Covenants and Agreements.** All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expenses and without any abatement of rent. If Tenant shall fail to pay any sum of money, other than rent required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, or to provide any insurance or evidence of insurance to be provided by Tenant, then in addition to any other remedies provided herein, County may, but shall not be obligated to do so, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such act on Tenant's part to be made or performed as provided in this Lease or to provide such insurance. Any payment or performance of any act or the provision of any such insurance by County on Tenant's behalf shall not give rise to any
responsibility of County to continue making the same or similar payments or performing the same or similar acts.

ARTICLE XII
ESTOPPEL CERTIFICATES

At any time and from time to time, within ten (10) business days after written request by either County or Tenant (the "requesting party"), the other party (the "responding party") shall execute, acknowledge and deliver an estoppel certificate addressed to the requesting party, and/or to such other beneficiary (as described below) as the requesting party shall request, certifying (i) that this Lease is in full force and effect, (ii) that this Lease is unmodified, or, if there have been modifications, identifying the same, (iii) the dates to which Rent has been paid in advance, (iv) that, to the actual knowledge of the responding party, there are no then existing and unsecured defaults under the Lease by either County or Tenant, or, if any such defaults are known, identifying the same, and (v) any other factual matters (which shall be limited to the actual knowledge of the responding party) as may be reasonably requested by the requesting party. Such certificate may designate as the beneficiary thereof the requesting party, and/or any third party having a reasonable need for such a certificate (such as, but not limited to, a prospective purchaser, transferee or lender).

ARTICLE XIII
FORCE MAJEURE

Unless otherwise specifically provided herein, the period for performance of any nonmonetary obligation by either party shall be extended by the period of any delay in performance caused by Acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of electric power, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency, weather that could not have reasonably been anticipated, changes in the Laws which would prevent the Premises from being operated in accordance with this Lease, the presence of Hazardous Materials, any Legal Challenge, Stop Work Delay, or other reasons beyond the reasonable control of County, Tenant, or their respective agents or representatives (collectively, "Force Majeure Events"). In no event, however, shall Force Majeure Events include the financial inability of a party to this Lease to pay or perform its obligations hereunder. Further, nothing herein shall extend the time for performance of any monetary obligation owing under this Lease (including Tenant's obligation to pay Rent owing hereunder).

ARTICLE XIV
RECORDS AND ACCOUNTS

14.1 Records. Tenant shall, at all times during the term of this Lease, keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted herein. The records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents.
ARTICLE XV
OPERATIONAL OBLIGATIONS OF TENANT

15.1 Standards of Operation.

15.1.1. Tenant shall operate the Premises, and shall cause Contractor to construct the Initial Improvements, in a manner reasonably comparable to other comparable facilities or businesses within the County of Orange and within the Construction Budget. Tenant shall at all times during the Term provide adequate security measures to reasonably protect persons and property on the Premises, including construction fencing around, and a security camera on the Premises for the purpose of preserving order and reducing the risk of theft, vandalism, or other improper or unlawful use of the Premises or any of the facilities.

15.1.2. The ultimate purpose of this Lease is the construction of the Facility. Accordingly, Tenant covenants and agrees to operate said Premises fully to accomplish said purposes and not to abandon or vacate the Premises at any time except as provided herein.

15.1.3. The Facility on the Premises shall be constructed according to the Construction Schedule, during normal business hours, subject to any temporary interruptions in operations or closures due to ordinary maintenance and repair, Section 4.2.4 and any Force Majeure Event, defined in Article XIII above.

15.2 Protection of Environment. Tenant shall, and shall require Contractor to, take all reasonable measures available to:

15.2.1. Avoid any pollution of the atmosphere or littering of land or water caused by or originating in, on, or about Tenant's facilities.

15.2.2. Maintain a reasonable noise level on the Premises so that persons in the general neighborhood will be able to comfortably enjoy the other facilities and amenities in the area.

15.2.3. Prevent the light fixtures of the Premises from emitting light that could negatively affect the operation of cars, boats, or airplanes in the area.

15.2.4. Prevent all pollutants from Tenant's operations on the Premises from being discharged, including petroleum products of any nature, except as may be permitted in accordance with any applicable permits. Tenant shall cause Tenant's agents, employees and contractors to conduct operations under this Lease so as to assure that pollutants do not enter the municipal storm drain system (including but not limited to curbs and gutters that are part of the street systems), or directly impact receiving waters (including but not limited to rivers, creeks, streams, estuaries, lakes, harbors, bays and the ocean), except as may be permitted by any applicable permits.
15.2.5. The County may enter the Premises and/or review Tenant records at any time to assure that activities conducted on the Premises comply with the requirements of this Section.

15.3 **On-Site Manager.** Tenant shall employ a competent manager who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order for the Premises. Such person shall be vested with the authority of Tenant with respect to the supervision over the Premises, including the authority to enforce compliance by Tenant's agents, employees, concessionaires, or licensees with the terms and conditions of this Lease and any and all rules and regulations adopted hereunder. Tenant expressly agrees that any notice herein required to be served upon Tenant may, at the option of County or Chief Real Estate Officer, be personally served upon said Manager and that such service shall have the same force and effect as service upon Tenant. Tenant shall notify County in writing of the name of the Manager currently so employed as provided in this Lease.

**ARTICLE XVI**

**BEST MANAGEMENT PRACTICES**

16.1 Tenant shall, and shall require Contractor to, conduct operations under this Lease so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

16.2 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System ("NPDES") permits ("Stormwater Permits") to the County, and to the County and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises leased under this Lease. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

16.3 To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan ("DAMP") which includes a Local Implementation Plan ("LIP") for each jurisdiction that contains Best Management Practices ("BMPs") that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.
16.4 BMP Fact Sheets that apply to uses authorized under this Lease include the BMP Fact Sheets that are attached hereto as Exhibit F. These BMP Fact Sheets may be modified during the term of the Lease; and the Chief Real Estate Officer shall provide Tenant with any such modified BMP Fact Sheets. Tenant, its agents, contractors, representatives and employees and all persons authorized by Tenant to conduct activities on the Premises shall, throughout the term of this Lease, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Lease commences or as the Stormwater Permits may be modified. Tenant agrees to maintain current copies of the BMP Fact Sheets on the Premises throughout the term of this Lease. The BMPs applicable to uses authorized under this Lease must be performed as described within all applicable BMP Fact Sheets.

16.5 Tenant may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the Chief Real Estate Officer for review and approval prior to implementation.

16.6 Chief Real Estate Officer may enter the Premises and/or review Tenant's records at any reasonably time during normal business hours to assure that activities conducted on the Premises comply with the requirements of this Section. Tenant may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this Section.

ARTICLE XVII
GENERAL CONDITIONS & MISCELLANEOUS PROVISIONS

17.1 Signs. Tenant agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon the Premises except as approved in writing in advance by Chief Real Estate Officer, which approval may be withheld in the sole and absolute discretion of the Chief Real Estate Officer. Tenant further agrees not to construct, maintain, or allow billboards or outdoor advertising signs upon the Premises. Unapproved signs, banners, flags, etc., may be removed by Chief Real Estate Officer without prior notice to Tenant.

17.2 Nondiscrimination. Tenant agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this Lease.

17.3 Taxes and Assessments. Pursuant to California Revenue and Taxation Code Section 107.6, Tenant is specifically informed that this Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all possessory interest tax which become due and payable upon the Premises or upon fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of Tenant, and Tenant shall cause said taxes and assessments to be paid promptly. Furthermore, notwithstanding the foregoing, Tenant shall timely apply for and diligently pursue any and all exemptions from taxes on the Premises available pursuant to California Revenue and Taxation Code Section 214 or any other applicable statute.
17.4 **Quitclaim of Interest upon Termination.** Upon execution of this Lease, Tenant shall execute, acknowledge, and deliver to County, within thirty (30) days a good and sufficient deed, in a form as approved by the Chief Real Estate Officer, whereby all right, title, and interest of Tenant in the Premises is quitclaimed to County ("Quitclaim Deed"). The Quitclaim Deed shall be retained by the Chief Real Estate Officer for the Term and shall be recorded in the event of the termination of this Lease for any reason to remove any cloud on title created by this Lease.

17.5 **Public Records.** Tenant acknowledges that any written information submitted to and/or obtained by County from Tenant or any other person or entity having to do with or related to this Lease and/or the Premises, either pursuant to this Lease or otherwise is a public record open to inspection by the public pursuant to the California Records Act (Government Code §6250, *et seq.* ) as now in force or hereafter amended, or any Law in substitution thereof, or otherwise made available to the public, unless such information is exempt from disclosure pursuant to the applicable sections of the California Records Act. In the event that a public records act request is made for any financial statements and records (not including Gross Receipts Statements) and the County determines that the records must be turned over, the County will give Tenant fifteen (15) days written notice prior to turning over such records so that Tenant can take any necessary action.

17.6 **Attorney's Fees.** Except for a Legal Challenge, in any action or proceeding brought to enforce or interpret any provision of this Lease by a Party, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

17.7 **Payment Card Compliance.** Should Tenant conduct credit/debit card transactions in conjunction with Tenant's business with the County, or on behalf of the County, or as part of the business that Tenant conducts on the Premises, Tenant covenants and warrants that it will during the course of such activities be Payment Card Industry Data Security Standard ("PCI/DSS") and Payment Application Data Security Standard ("PA/DSS") compliant and will remain compliant during the entire duration of its conduct of such activities. Tenant agrees to immediately notify County in the event Tenant should ever become non-compliant at a time when compliance is required hereunder, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption. Upon demand by County, Tenant shall provide to County written certification of Tenant's PCI/DSS and/or PA/DSS compliance.

17.8 **Right to Work and Minimum Wage Laws.**

17.8.1 In accordance with the United States Immigration Reform and Control Act of 1986, Tenant shall require its employees that directly or indirectly service the Premises, pursuant to the terms and conditions of this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Tenant shall require that its contractors or any other persons servicing the Premises, pursuant to the terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.
17.8.2. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Division 2, Parts 4 and 7, Tenant shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. Tenant shall require that all its contractors or other persons servicing the Premises on behalf of the Tenant also pay their employees no less than the greater of the Federal or California Minimum Wage.

17.8.3. Tenant shall comply and require that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

17.8.4. Notwithstanding the minimum wage requirements provided for in this Section 17.8, Tenant, where applicable, shall comply or require its contractors or subcontractors to comply with the prevailing wage and related requirements, as provided for in Section 5.1.7, herein.

17.9 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of California.

17.10 **Venue.** The Parties hereto agree that this Lease has been negotiated and executed in the State of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Lease, 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 hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

17.11 **Headings and Titles.** The captions of the Articles or Sections of this Lease are only to assist the parties in reading this Lease and shall have no effect upon the construction or interpretation of any part hereof.

17.12 **Interpretation.** Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission. In any provision relating to the conduct, acts or omissions of County, the term "County" shall include County's agents, employees, contractors, invitees, successors or others using the Premises with County's expressed or implied permission.

17.13 **Ambiguities.** Each party hereto has reviewed this Lease with legal counsel, and has revised (or requested revisions of) this Lease based on the advice of counsel, and therefore any rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Lease or any exhibits hereto.
17.14 **Successors and Assigns.** Except as otherwise specifically provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

17.15 **Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

17.16 **Severability.** If any term or provision of this Lease is held invalid or unenforceable to any extent under any applicable law by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

17.17 **Notices.** Unless otherwise expressly stated in this Agreement, all notices under this Agreement shall be effective upon (i) personal delivery, (ii) e-mail transmission, (iii) one (1) business day after deposit with an overnight courier service (e.g., Federal Express), or (iv) three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the applicable Party as follows:

If to County:

County of Orange  
CEO Real Estate  
ATTN: Chief Real Estate Officer  
333 W. Santa Ana Blvd, 3rd Floor  
Santa Ana, CA 92701  
Email: thomas.miller@ocgov.com  
Facsimile: 714-834-3018

With a copy to:

County of Orange  
Office of the County Counsel  
ATTN: Michael Haubert, Senior Deputy  
333 W. Santa Ana Blvd, 4th Floor  
Santa Ana, CA 92701  
Email: michael.haubert@coco.ocgov.com

If to Tenant:

HomeAid Orange County  
ATTN: Gina R. Scott, Executive Director  
24 Executive Park, Suite 100  
Irvine, CA 92614
Email: gina.scott@homeaidoc.org

With a copy to:

Jackson Tidus  
ATTN: Sonia A. Lister  
2030 Main Street, 12th Floor  
Irvine, CA 92614  
Email: slister@jacksontidus.law

Either Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

17.18 **Amendments.** Any changes to this Lease shall be in writing and shall be properly executed by both Parties.

17.19 **Dispositions of Abandon Property.** If Tenant abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises fifteen (15) days after such event shall, at County's option, be deemed to have been transferred to County. County shall have the right to remove and to dispose of such property at Tenant's cost, including the cost of labor, materials, equipment and an administrative fee equal to fifteen percent (15%) of the sum of such costs without liability therefor to Tenant or to any person claiming under Tenant, and shall have no need to account therefor. Such costs shall be deducted from any security deposit of Tenant, or at Chief Real Estate Officer's option, Chief Real Estate Officer may provide Tenant with an invoice for such costs, which invoice Tenant agrees to pay within fifteen (15) days of receipt.

17.20 **Brokers.** If Tenant has engaged a broker in this transaction pursuant to a separate agreement, Tenant shall be solely responsible for the payment of any broker commission or similar fee payable pursuant to such separate agreement. Tenant each hereby agree to indemnify and hold the County and County harmless from and against all costs, expenses or liabilities (including attorney fees and court costs, whether or not taxable and whether or not any action is prosecuted to judgment) incurred by the County in connection with any claim or demand by a person or entity for any broker's, finder's or other commission or fee from the County in connection with the Tenant's entry into this Lease and the transactions contemplated hereby based upon any alleged statement or representation or agreement of the Tenant. No broker, finder or other agent of any party hereto shall be a third-party beneficiary of this Lease.

17.21 **No Partnership.** This Lease shall not be construed to constitute any form of partnership or joint venture between County and Tenant. County and Tenant mutually acknowledge that no business or financial relationship exists between them other than as County and tenant, and that County is not responsible in any way for the debts of Tenant or any other party.
17.22 **Authorization.** County and Tenant (each, a "signing party") each represents and warrants to the other that the person or persons signing this Lease on behalf of the signing party has full authority to do so and that this Lease binds the signing party. Concurrently with the execution of this Lease, each signing party shall deliver to the other a certified copy of a resolution of the signing party's board of directors or other governing board authorizing the execution of this Lease by the signing party.

17.23 **Recording.** This Lease shall not be recorded.

17.24 **Exhibits.** This Lease contains the following exhibits, schedules and addenda, each of which is attached to this Lease and incorporated herein in its entirety by this reference:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Legal Description of the Property</td>
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<td>A-1</td>
<td>Rendering of the Property</td>
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<tr>
<td>B</td>
<td>Construction Schedule</td>
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<tr>
<td>C</td>
<td>Construction Budget</td>
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<tr>
<td>D</td>
<td>Construction Drawings</td>
</tr>
<tr>
<td>E</td>
<td>Basis of Design/Specifications</td>
</tr>
<tr>
<td>F</td>
<td>Best Management Practices Fact Sheets</td>
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</table>

17.25 **Consent/Duty to Act Reasonably.** Except as otherwise expressly provided herein, whenever this Lease grants County or Tenant the right to take any action, grant any approval or consent, or exercise any discretion, County and Tenant shall act reasonably and in good faith and take no action which might result in the frustration of the other Party's reasonable expectations concerning the benefits to be enjoyed under this Lease, provided that the foregoing shall only apply to the County when acting in its proprietary capacity as owner of the Premises and not as a government agency with jurisdiction over the Premises.

17.26 **Counterparts.** For the convenience of the parties to this Lease, this Lease may be executed in several original counterparts, each of which shall together constitute but one and the same agreement. Original executed pages may be assembled together into one fully executed document.

17.27 **County’s Representations and Warranties.** In order to induce Tenant to enter into this Lease, as of the Effective Date, County represents and warrants to Tenant that to the current actual knowledge of the Chief Real Estate Officer:

17.27.1 County owns fee simple title to the Premises free and clear of all liens, special assessments, easements, encroachments, reservations, restrictions and encumbrances, except as noted in that certain Preliminary Title Report dated January 11, 2019, issued by Stewart Title Company, Policy No. O-9301-000385391.

17.27.2 There are no actions, suits or proceedings of any kind pending or threatened against County, the Premises or relating to any adjoining rights-of-way in any court or before or by any federal, state, county or municipal department, commission, board, bureau or
agency or other governmental instrumentality. This includes, without limitation, any condemnation or eminent domain proceedings, widening, construction of acceleration/deceleration lanes, changes in or additions to existing or approved curb cuts or medians, proposed or pending installation or removal of traffic lights, or any other changes or proposed changes in traffic patterns or management of traffic flow.

17.27.3. All actions required to authorize the execution of this Lease by the County and performance of this Lease have been taken, and this Lease constitutes a valid and binding agreement, enforceable against County. No person or entity has any right or option to lease, occupy or acquire the Premises.

17.27.4. There is no existing violation of any applicable laws, ordinances, statutes, codes, rules, requirements, orders or regulations applicable to the Premises.

17.27.5. Neither this Lease nor anything provided to be done under this Lease violates any applicable laws, ordinances, statutes, codes, rules, requirements, orders or regulations made or issued by any federal, state, county, local or other governmental agency or entity.

17.27.6. County has not used, operated or permitted the use of the Premises in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Materials, and the Premises has never been used or operated by any other party for the storage, use, treatment, manufacture or disposal of any Hazardous Materials.

17.27.7. County has provided Tenant with true and complete copies of all environmental site assessments, audits and similar reports covering the Premises in County's possession or control.

17.27.8. The County is prepared to issue any and all applicable permits and approvals that will permit the development and use of the Facility, and the Project does not require any entitlements from the City of Santa Ana.

[Signatures On Following Pages]
IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

TENANT

SHELTER PROVIDERS OF ORANGE COUNTY, a California nonprofit corporation, dba HomeAid Orange County

By: [Signature]

Name: Gina R. Scott

Title: Executive Director

COUNTY

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

[Signature]

Thomas A. Miller, Chief Real Estate Officer
Orange County, California

APPROVED AS TO FORM:
COUNTY COUNSEL

By: [Signature]

Deputy

Date: 11/7/19

YALE STREET MASTER LEASE -44-
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL A
PARCEL 1, AS DESCRIBED AND SHOWN ON EXHIBITS ATTACHED TO THAT CERTAIN LOT LINE ADJUSTMENT NO. 88-3 RECORDED JANUARY 18, 1989 AS INSTRUMENT NO. 89-028437 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL B

APN 408-191-08
APN 408-191-10
EXHIBIT A-1
RENDERING OF THE PROPERTY
EXHIBIT B

CONSTRUCTION SCHEDULE
EXHIBIT C
CONSTRUCTION BUDGET
**Owner's Name:** OC Public Works  
**Project Name:** Yale Transitional Center  
**Project Address:** 2029 S. Yale Street, Santa Ana, Ca 92704  
---  
**Project Construction Cost Estimate (CSI Format) based on 100% DD's & (100% CD's Structural's Only)**  
**Date:** 10/16/19  
---  
**PROJECT:**  
YALE TRANSITIONAL CENTER - PROJECT NO. 100-036-PH28-1900  
---  
**WORK:**  
YALE TRANSITIONAL CENTER - PROJECT NO. 100-036-PH28-1900  
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<th>CWD Cost/SF</th>
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<td>Subtotals</td>
<td>$18,864,047</td>
<td>$256,739</td>
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<td>Escalation</td>
<td>$565,921</td>
<td>$1,853</td>
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<td>Preconstruction (design phase management)</td>
<td>$135,905</td>
<td>$18,323</td>
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<td>Project Requirements</td>
<td>$1,345,865</td>
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<td>Contingency</td>
<td>$1,463,222</td>
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<td>Insurance/Tax/Bond</td>
<td>$516,875</td>
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<td>Fee</td>
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<td><strong>TOTAL CONSTRUCTION COST</strong></td>
<td>$23,750,903</td>
<td>$315,543</td>
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<td><strong>TOTAL DIRECT CONSTRUCTION COST (including escalation)</strong></td>
<td>$23,750,903</td>
<td>$315,543</td>
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<td>Builders Risk Policy</td>
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<td>Permits / Fees</td>
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<td>$10,890</td>
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<td><strong>GRAND TOTAL CONSTRUCTION COST (including development costs)</strong></td>
<td>$24,670,903</td>
<td>$333,763</td>
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<td><strong>Selected Soft Costs</strong></td>
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<tr>
<td>Add - D/B Contractor's Design</td>
<td></td>
<td>$350,000</td>
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<tr>
<td>Completion and CA Services</td>
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<td>Fees Suggested Budget (IDS)</td>
<td></td>
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<tr>
<td>Add - HomeAid Oversight Management</td>
<td></td>
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<td></td>
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<tr>
<td><strong>TOTAL COST (including A&amp;E and Soft Costs)</strong></td>
<td>$25,276,703</td>
<td>$343,999</td>
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<tr>
<td>Alternate Add Independent Testing/Inspection (no soils testing)</td>
<td>$60,000</td>
<td>$0</td>
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<tr>
<td>FF&amp;E Suggested Budget</td>
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<td>$0</td>
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EXHIBIT D
CONSTRUCTION DRAWINGS
This is a page from a document discussing various construction requirements. The text is a mixture of requirements and specifications for construction projects. The page contains numerous subheadings and detailed instructions. The text is too detailed to be summarized into a single coherent paragraph. It appears to be part of a larger document, possibly a set of construction guidelines or specifications. Without further context, it's challenging to provide a meaningful summary.
ACCESSIBILITY NOTES

**WHEELCHAIR CLEARANCE DIMENSIONS**

- **Door Elevation**
  - Left Side: 1'-0" (300 mm)
  - Right Side: 1'-0" (300 mm)
  - Door Height: 6'-8" (2032 mm)

- **Door Swing**
  - Inside Clear Width: 30" (762 mm)
  - Min. Clear Width: 26" (660 mm)

- **Clear Floor Space**
  - Inside: 2'-6" x 4'-0" (762 mm x 1219 mm)
  - Outside: 3'-0" x 4'-0" (914 mm x 1219 mm)

**CONTROL-FOR-LIGHT, WINDOWS, TEMPERATURE CONTROLLED, BTHS.**

- **Control Station**
  - Outside: 1'-6" (460 mm)
  - Inside: 1'-6" (460 mm)

**Hazardous Materials**

- **Combustibles**
  - Storage: Behind Closet, In Cabinet

**Site Access**

- **Signage**
  - All primary public site entries and at every level.
  - Signs shall be compliant with Section 11B-301.

- **Doorways**
  - Thresholds at doorways shall be 1/2" maximum.

**Every Corridor and Hallway Serving an Occupant Load of**

- **50 or More**
  - Minimum Width: 3'-6" (1067 mm)

**Entrance Door Signage**

- **Height**
  - Above Door Frame: 6'-6" (1981 mm)
  - On Door Frame: 6'-0" (1829 mm)

**Accessible Grabs Bar - Perspective**

- **Height**
  - Max.: 1'-6" (460 mm)
  - Min.: 1'-0" (300 mm)

**Symmetry of Accessibility**

- **Width**
  - Min.: 3'-4" (1016 mm)
  - Max.: 4'-0" (1219 mm)

**Clearance at Lavatory**

- **Height**
  - Back of Water Closet: 17" - 19" (432 - 483 mm)
  - Front of Water Closet: 8'-0" (2438 mm)

**Accessible Grab Bar**

- **Width**
  - Min.: 1'-0" (300 mm)
  - Max.: 1'-6" (460 mm)

**Operable Parts - Standard Mounting Heights**

- **Light Switch**
  - Top Centerline: 4'-0" (1219 mm)
  - Centerline: 3'-6" (1067 mm)
  - Min.: 3'-0" (914 mm)

- **Soap Dispenser**
  - Top Centerline: 4'-0" (1219 mm)
  - Centerline: 3'-6" (1067 mm)
  - Min.: 3'-0" (914 mm)

**Door Signage**

- **Placement**
  - Right Side: Outside Door, Inside Door
  - Left Side: Inside Door, Outside Door

**Operable Parts - Standard Mounting Heights**

- **Light Switch**
  - Top Centerline: 4'-0" (1219 mm)
  - Centerline: 3'-6" (1067 mm)
  - Min.: 3'-0" (914 mm)

- **Soap Dispenser**
  - Top Centerline: 4'-0" (1219 mm)
  - Centerline: 3'-6" (1067 mm)
  - Min.: 3'-0" (914 mm)
RESTROOM FIXTURE TABULATION

PARTICIPANTS: 600 MAX.

• EMPLOYEES: 100

100/2 = 50 MALE

= 50 FEMALE

• R-2 ASSEMBLY OCCUPANCY @ LEVEL 1: 250 PARTICIPANTS

250 MALE

• R-2 ASSEMBLY OCCUPANCY @ LEVEL 2: 350 PARTICIPANTS

150 MALE

200 FEMALE

WATER CLOSETS

25 Female - 3 (required)

25 Male - 2 (required)

LAVATORIES

25 Female - 1 (required)

25 Male - 1 (required)

URINALS

25 Male - 1 (required)

DRINKING FOUNTAINS

50 employees - 1 (required)

REQUIRED PROVIDED

WATER CLOSETS

Male - 11

LAVATORIES

Male - 13

URINALS

Male - 8

DRINKING FOUNTAINS

Male - 2

SHOWERS

Male - 32

WATER CLOSETS

Female - 11

LAVATORIES

Female - 14

URINALS

Female - 2

DRINKING FOUNTAINS

Female - 2

SHOWERS

250 Male - 32

REQUIRED
EXISTING WATER MAIN (CITY)

LANDSCAPING

EASEMENT LINE

PROPERTY LINE

FIRE ACCESS

STREET CENTER LINE

AC PAVEMENT

EXISTING 8-INCH FIRE WATER (ON-SITE)

EXISTING 8-INCH FIRE WATER LINE TO REMAIN.

EXISTING FIRE HYDRANT TO REMAIN.

1500 GALLON GREASE INTERCEPTOR WITH CLEAN OUT.

EXISTING 8-INCH FIRE WATER MAIN TO REMAIN.

EXISTING 2-INCH METER AVAILABLE FOR IRRIGATION.

6-INCH PVC SEWER PIPE.

4-INCH GREASE WASTE INTERCEPTOR LINE POINT OF CONNECTION. SEE 4-INCH WATER LINE.

EXISTING FIRE HYDRANT RELOCATED AS SHOWN ON PLAN.

EXISTING 8-INCH FIRE WATER (OFF-SITE)
1. DUST CONTROL: THE GENERAL CONTRACTOR SHALL MAINTAIN CONTINUOUS DUST ABATEMENT PROCEDURES INCLUDING VACUUMING AND TRASH REMOVAL. THE JOB SITE SHALL BE LEFT CLEAN AND ORDERLY AT THE END OF EACH DAY.

2. NO CONSTRUCTION MATERIAL OR DEBRIS SHALL ENTER / LEAVE THE BUILDING DURING TYPICAL BUSINESS HOURS OF OPERATION. COORDINATE WITH FACILITY MANAGER / CLIENT.

3. CONTAIN CONSTRUCTION WASTE WITHIN DEMOLITION ZONE BEFORE TRANSPORT IN TIGHTLY COVERED CONTAINERS.

4. VACUUM WORK AREA (MINIMUM DAILY).

5. REMOVE TEMPORARY WORK BARRIER / DUST CONTROLS CAREFULLY TO MINIMIZE SPREADING DIRT AND DEBRIS ASSOCIATED WITH CONSTRUCTION.

GENERAL NOTES - SITE PLAN

1. CONTINUOUS, UNOBSTRUCTED PATH OF TRAVEL THAT CONNECTS THE PROPOSED RESTROOM AND ACCESSIBLE PARKING SHALL BE PROVIDED IN SITE PER CBC SECTION 11B-202.4

2. REFER TO CIVIL ENGINEERING AND LANDSCAPE DWG FOR DESIGN OF SITE ELEMENTS SUCH AS PLANTERS, PAVEMENT, SITE SCREENS, TOTAL ROOF, GROUNDS & PARKS, ETC.

DUST MITIGATION NOTES

1. DUST CONTROL - THE GENERAL CONTRACTOR SHALL MAINTAIN CONTINUOUS DUST ABATEMENT PROCEDURES INCLUDING VACUUMING AND TRASH REMOVAL. THE JOB SITE SHALL BE LEFT CLEAN AND ORDERLY AT THE END OF EACH DAY.

2. NO CONSTRUCTION MATERIAL OR DEBRIS SHALL ENTER / LEAVE THE BUILDING DURING TYPICAL BUSINESS HOURS OF OPERATION. COORDINATE WITH FACILITY MANAGER / CLIENT.

3. CONTAIN CONSTRUCTION WASTE WITHIN DEMOLITION ZONE BEFORE TRANSPORT IN TIGHTLY COVERED CONTAINERS.

4. VACUUM WORK AREA (MINIMUM DAILY).

5. REMOVE TEMPORARY WORK BARRIER / DUST CONTROLS CAREFULLY TO MINIMIZE SPREADING DIRT AND DEBRIS ASSOCIATED WITH CONSTRUCTION.
EXISTING ROOF PLAN

DEMOlITION ROOF PLAN

LEGEND - ROOF PLAN

- PLAT ROOF
- ROOF SLOPE
- ROOF DRAIN AND ROOF OVERFLOW
- ROOF SKYLIGHT TO REMAIN
- ROOF HATCH AND CRICKET

- T.O.P - TOP OF PARAPET
- T.O.R - TOP OF ROOF
- T.O.D.P - TOP OF DRAIN PAN
- T.O.D - TOP OF DRAIN

COUNTY APPROVAL STAMP

1 PETERS CANYON ROAD, SUITE 130
IRVINE, CA. 92606
TEL: 949-387-8500, FAX: 949-387-0800
IDS GROUP

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IDS GROUP
1. EXISTING ROOF JOINTS AND BEAMS TO REMAIN.
2. FLAT ROOF SLOPE TO BE 1/8:12 MIN., U.N.O.
3. ALL ROOF BLOCKING CONSTRUCTION IS TO BE CLASS "C" PER MANUFACTURERS REQUIREMENTS & ROOF COVERING TO BE CLASS "C".
4. INSTALLATION OF ROOFING SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS
5. ROOF MATERIALS ARE AS FOLLOWED OR APPROVED EQUAL:
   • FLAT ROOF: SIKA SARNAFIL SINGLE-PLY PVC ROOFING SYSTEM (ESR-1175).
6. CONTRACTOR TO PROVIDE A ROOFING SYSTEM WARRANTY THAT SHALL BE IN EFFECT FOR A 20 YEAR DURATION.
7. ROOFING SYSTEM TO BE PROVIDED AS A 'COOL ROOF' SYSTEM WITH A ENERGYSMART WHITE, INITIAL SOLAR REFLECTANCE OF 0.83, EMITTANCE OF 0.90, AND SOLAR REFLECTIVE INDEX (SRI) OF 104 (ENERGY STAR LISTED).
1. Vertical elevations shown at exterior elevations or building sections are from finish floor (concrete pavement or slab on grade), U.N.O.

2. Window and door head heights:
   a. Window header heights shown at exterior elevations are nominal. Where door and window head heights shown at the exterior elevations appear to be the same, the contractor will verify the rough opening header height of the door and set the window header as necessary for alignment of the window frame and trim with the door frame and trim.
   b. Windows located where interior dropped soffits occur (and ceiling and window heights are indicated to be relatively the same height) indicate to architect for direction. Partition or ceiling finish material shall not terminate into side of window frame. Ceiling finish terminating into the glazing or sash portion of the window is not acceptable.

3. Window alignment: Windows located vertically, shall align frame of jamb with adjacent vertical window.

4. Refer to roof plans for parapet & roofing details not shown & for roof material information.

5. Building elevation colors, sidings, veneers, trims, etc. at all locations are required to return to an inside building corner. Termination of colors trims and veneers at outside corners is not acceptable.

6. Grade lines shown on elevations are for visual reference only and may vary from actual civil grades - see civil dwg.

7. Verify all dimensions in field. The dimension to the top of structure is from the highest point of the finished roof surface.

8. See electrical documents for additional information of exterior lighting fixtures.

9. Wall recessed brick lights to be flush with CMU wall surfaces. Cut CMU blocks precisely to fit brick lights in. Grout edges. Dimensions of brick lights to be adjusted in field to align with CMU block edges.

10. All manufactured products to be installed in conformance with the manufacturer's requirements and product listings.
GENERAL NOTES - ELEVATION & SECTION

1. VERTICAL ELEVATIONS SHOWN AT EXTERIOR ELEVATIONS OR BUILDING SECTIONS ARE FROM FINISH FLOOR (CONCRETE PAVEMENT OR SLAB ON GRADE), U.N.O.

2. WINDOW AND DOOR HEAD HEIGHTS:
   a. WINDOW HEADER HEIGHTS SHOWN AT EXTERIOR ELEVATIONS ARE NOMINAL. WHERE DOOR AND WINDOW HEAD HEIGHTS SHOWN AT THE EXTERIOR ELEVATIONS APPEARS TO BE THE SAME, THE CONTRACTOR WILL VERIFY THE ROUGH OPENING HEADER HEIGHT OF THE DOOR AND SET THE WINDOW HEADER AS NECESSARY FOR ALIGNMENT OF THE WINDOW FRAME AND TRIM WITH THE DOOR FRAME AND TRIM.
   b. WINDOWS LOCATED WHERE INTERIOR DROPPED SOFFITS OCCUR (AND CEILING AND WINDOW HEIGHTS ARE INDICATED TO BE RELATIVELY THE SAME HEIGHT) INDICATE TO ARCHITECT FOR DIRECTION. PARTITION OR CEILING FINISH MATERIAL SHALL NOT TERMINATE INTO SIDE OF WINDOW FRAME. CEILING FINISH TERMINATING INTO THE GLAZING OR SASH PORTION OF THE WINDOW IS NOT ACCEPTABLE.

3. WINDOW ALIGNMENT: WINDOWS LOCATED VERTICALLY, SHALL ALIGN FRAME OF JAMB WITH ADJACENT VERTICAL WINDOW.

4. REFER TO ROOF PLANS FOR PARAPET & ROOFING DETAILS NOT SHOWN & FOR ROOF MATERIAL INFORMATION.

5. BUILDING ELEVATION COLORS, SIDINGS, VENERS, TRIMS, ETC. AT ALL LOCATIONS ARE REQUIRED TO RETURN TO AN INSIDE BLDG. CORNERS U.N.O. TERMINATION OF COLORS TRIMS AND VENERS AT OUTSIDE CORNERS IS NOT ACCEPTABLE.

6. GRADE LINES SHOWN ON ELEVATIONS ARE FOR VISUAL REFERENCE ONLY AND MAY VARY FROM ACTUAL CIVIL GRADES - SEE CIVIL DWG.

7. VERIFY ALL DIMENSIONS IN FIELD. THE DIMENSION TO THE T.O. STRUCTURE IS FROM THE HIGHEST POINT OF THE FINISHED ROOF SURFACE.

8. SEE ELECTRICAL DOCUMENTS FOR ADDITIONAL INFORMATION OF EXTERIOR LIGHTING FIXTURES.

9. WALL RECESSED BRICK LIGHTS TO BE FLUSH WITH CMU WALL SURFACES. CUT CMU BLOCKS PRECISELY TO FIT BRICK LIGHTS IN GROUT EDGES. DIMENSIONS OF BRICK LIGHTS TO BE ADJUSTED IN FIELD TO ALIGN WITH CMU BLOCK EDGES.

10. ALL MANUFACTURED PRODUCTS TO BE INSTALLED IN CONFORMANCE WITH THE MANUFACTURERS REQUIREMENTS AND PRODUCT LISTINGS.
1. VERTICAL ELEVATIONS SHOWN AT EXTERIOR ELEVATIONS OR BUILDING SECTIONS ARE FROM FINISH FLOOR (CONCRETE PAVEMENT OR SLAB ON GRADE), UNO.

2. WINDOW AND DOOR HEAD HEIGHTS:
   a. WINDOW HEADER HEIGHTS SHOWN AT EXTERIOR ELEVATIONS ARE NOMINAL. WHERE DOOR AND WINDOW HEAD HEIGHTS SHOWN AT THE EXTERIOR ELEVATIONS APPEARS TO BE THE SAME, THE CONTRACTOR WILL VERIFY THE ROUGH OPENING HEADER HEIGHT OF THE DOOR AND SET THE WINDOW HEADER AS NECESSARY FOR ALIGNMENT OF THE WINDOW FRAME AND TRIM WITH THE DOOR FRAME AND TRIM.
   b. WINDOWS LOCATED WHERE INTERIOR DROPPED SOFFITS OCCUR (AND CEILING AND WINDOW HEIGHTS ARE INDICATED TO BE RELATIVELY THE SAME) REQUIRE ARCHITECT FOR DIRECTION. PARTITION OR CEILING FINISH MATERIAL SHALL NOT TERMINATE INTO SIDE OF WINDOW FRAME. CEILING FINISH TERMINATING INTO THE GLAZING OR SASH PORTION OF THE WINDOW IS NOT ACCEPTABLE.

3. WINDOW ALIGNMENT: WINDOWS LOCATED VERTICALLY, SHALL ALIGN FRAME OF JAMB WITH ADJACENT VERTICAL WINDOW.

4. REFER TO ROOF PLANS FOR PARAPET & ROOFING DETAILS NOT SHOWN & FOR ROOF MATERIAL INFORMATION.

5. BUILDING ELEVATION COLORS, SIDINGS, VENEERS, TRIMS, ETC. AT ALL LOCATIONS ARE REQUIRED TO RETURN TO AN INSIDE BLDG. CORNERS UNO. TERMINATION OF COLORS TRIMS AND VENEERS AT OUTSIDE CORNERS IS NOT ACCEPTABLE.

6. GRADE LINES SHOWN ON ELEVATIONS ARE FOR VISUAL REFERENCE ONLY AND MAY VARY FROM ACTUAL CIVIL GRADES - SEE CIVIL DWG.

7. VERIFY ALL DIMENSIONS IN FIELD. THE DIMENSION TO THE TO STRUCTURE IS FROM THE HIGHEST POINT OF THE FINISHED ROOF SURFACE.

8. SEE ELECTRICAL DOCUMENTS FOR ADDITIONAL INFORMATION OF EXTERIOR LIGHTING FIXTURES.

9. WALL RECESSED BRICK LIGHTS TO BE FLUSH WITH CMU WALL SURFACES. CUT CMU BLOCKS PRECISELY TO FIT BRICK LIGHTS IN AND GROUT EDGES. DIMENSIONS OF BRICK LIGHTS TO BE ADJUSTED IN FIELD TO ALIGN WITH CMU BLOCK EDGES.

10. ALL MANUFACTURED PRODUCTS TO BE INSTALLED IN CONFORMANCE WITH THE MANUFACTURERS REQUIREMENTS AND PRODUCT LISTING.
COMMERCIAL KITCHEN:
SEE SHEETS FS-100, FS-102, FS-201 AND FS-202 FOR KITCHEN PLANS AND DETAILS.
ENLARGED FLOOR PLAN - MENS RESTROOM @ LEVEL 1 1/8" = 1'-0"

GENERAL NOTES - FLOOR PLAN
1. USE SHEET SIZE FOR ACCESSIBILITY DETAILS & NOTES FOR ADDITIONAL.
2. FLOOR PLAN EMERGENCY EXIT AND TO CENTER LINE OF SMD.
3. ALL DIMENSIONS ARE APPROXIMATIONS. THESE DIMENSIONS, EXCEPT FOR THOSE THAT ARE IDENTIFIED AS ABSOLUTE
4. INSTALLATION, MAY VARY
5. INSTALLATION, Slightly TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS.
6. INSTALLATION, LIMITATIONS, AND CONSTRUCTION METHODS PROVIDED THAT THE
7. INSTALLATION, DRAWINGS, AND PLANS ARE IN ACCORDANCE WITH THE SPECIAL REQUIREMENTS AND CIRCUMSTANCES.
8. INSTALLATION, ARE IN ACCORDANCE WITH THE LOCAL BUILDING CODES OR APPROVED.
9. INSTALLATION, DRAWINGS, AND PLANS ARE IN ACCORDANCE WITH THE LOCAL BUILDING CODES OR APPROVED.

COUNTY APPROVAL STAMP

LEGEND - FLOOR PLAN

NEW WALL TYPES
(N) MOP SINK, PER PLUMBING
(N) 2X4 METAL STUD, NON-RATED WALL
(N) 2X4 METAL STUD, PLUMBING WALL
(N) 2X4 METAL STUD, RATED WALL
(N) COMPRESSOR, TREX OR APPROVED EQUAL
(N) COMMERCIAL BENCH, WOOD, PER PLUMBING
(N) COMMERCIAL BENCH, COMPOSITE BENCH, TREX OR APPROVED EQUAL
(N) DRYER (FRONT OPENING)
(N) STACKED DRYER (FRONT OPENING)
(N) WATER CLOSET, PER PLUMBING
(N) HIGH/LOW DRINKING FOUNTAIN W/BOTTLE
(N) WATER CLOSET, PER PLUMBING
(E) WALLS, STAIRS OR DOORS TO DEMOLISH
(E) WALLS, STAIRS OR DOORS TO DEMOLISH
(E) BED CUBICLE @ MENS & WOMENS
(E) BED CUBICLE @ MENS & WOMENS
(E) BED CUBICLE @ MENS & WOMENS

EXISTING WALLS
(B) WALLS OR COLUMNS TO REMOVE
(B) WALLS, STAIRS OR DOORS TO DEMOLISH

BASEMENT ELEVATION @ MENS & WOMENS

SHOWER

KEYNOTES @ TRANSITIONAL & FLEX USE EXPANSION

COUNTY APPROVAL STAMP

ATTACHMENT B
GENERAL NOTES - FLOOR PLAN

1. ALL REVIEWS, ACCESSIBILITY DETAILS & NOTES FOR ADDITIONAL INFORMATION.
2. WALLS AND THEIR ASSIGNMENTS SHOWN ARE TO CENTER LINE OF CMU WALLS OR TO FACE OF EXPOSED CONCRETE WALLS, OR TO FACE OF METAL STUD WALLS, UNLESS NOTED OTHERWISE. ALL FLOOR PLAN DIMENSIONS, EXCEPT FOR THOSE THAT ARE IDENTIFIED AS ABSOLUTE DIMENSIONS, ARE APPROXIMATIONS. THESE DIMENSIONS MAY VARY SLIGHTLY TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS, DESIGN CONFLICTS, CONSTRUCTION LIMITATIONS, MANUFACTURER’S LIMITATIONS, AND CONSTRUCTION METHODS PROVIDED THAT THE FINAL SOLUTION MEETS, OR EXCEEDS, ALL APPLICABLE CODE REQUIREMENTS AND CLEARANCES, SPACE REQUIREMENTS, INSTALLED EQUIPMENT SIZES AND CLEARANCES, AND ROOM RELATIONSHIPS.

LEGEND - FLOOR PLAN

- (E) WALLS TO REMAIN, REPAINT WHEN NECESSARY
- (N) EMPLOYEE BREAKROOM CABINET PER INTERIOR DESIGN
- (N) EMPLOYEE BREAKROOM REFRIGERATOR

KEYNOTES

- COMPOSITE BENCH, TREX OR APPROVED EQUAL
- 2X4 METAL STUD, 1-H RATED WALL
- 2X4 METAL STUD, NON-RATED WALL
- 2X6 METAL STUD, PLUMBING WALL
- 8" CMU WALL
- CHARGING STATION PER ELEC. DRAWINGS
- WASHING (FRONT OPENING)
- STACKED LOCKERS
- NEW WALL TYPES
- EXISTING WALLS

VALUE DESCRIPTIONS

- 4 - 20 (E) WALL TO REMAIN, REPAINT WHEN NECESSARY
- 120 (N) EMPLOYEE BREAKROOM CABINET PER INTERIOR DESIGN
- 121 (N) EMPLOYEE BREAKROOM REFRIGERATOR

COUNTY APPROVAL STAMP

1 PETERS CANYON ROAD, SUITE 130
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TEL: 949-387-8500, FAX: 949-387-0800

IDS GROUP

ENLARGED FLOOR PLAN - OFFICE

1/4" = 1'-0"
1. SEE SHEET G0.03 - ACCESSIBILITY DETAILS & NOTES FOR ADDITIONAL INFORMATION, TYP.

2. FLOOR PLAN DIMENSIONS SHOWN ARE TO CENTER LINE OF CMU WALLS OR TO FACE OF EXPOSED CONCRETE WALLS, OR TO FACE OF METAL STUD WALLS, UNLESS NOTED OTHERWISE. ALL FLOOR PLAN DIMENSIONS, EXCEPT FOR THOSE THAT ARE IDENTIFIED AS ABSOLUTE DIMENSIONS, ARE APPROXIMATIONS. THESE DIMENSIONS MAY VARY SLIGHTLY TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS, DESIGN CONFLICTS, CONSTRUCTION LIMITATIONS, MANUFACTURER'S LIMITATIONS, AND CONSTRUCTION METHODS PROVIDED THAT THE FINAL SOLUTION MEETS, OR EXCEEDS, ALL APPLICABLE CODE REQUIREMENTS AND CLEARANCES, SPACE REQUIREMENTS, INSTALLED EQUIPMENT SIZES AND CLEARANCES, AND ROOM RELATIONSHIPS.
1. FOR FINISH DESIGNATIONS, SEE 'FINISH SCHEDULE'.
2. COMPARTMENT PARTITIONS AS INDICATED IN THE LAYOUT. STALL DOOR AT ACCESSIBLE STALL SHALL PROVIDE 34" CLEAR OPENING WIDTH AT 90° OPEN POSITION & ALL REQUIREMENTS PER SHEET G0.03.
3. REFER TO SHEET G0.03 FOR TOILET FIXTURES & ACCESSORY MOUNTING HEIGHTS.
4. FLOOR TILE GROUT LINES TO ALIGN W/CMU WALL GROUT LINES.
5. WHERE POSSIBLE, SHIFT TILES TO MINIMIZE CUTS.
6. MIRROR WIDTH TO BE VERIFIED IN FIELD PRIOR TO ORDERING / INSTALLATION.
7. WHERE TOILET ROOM ACCESSORIES EXTEND ABOVE LINE OF CMU BLOCKS, CUT CMU BLOCK OR PROVIDE SPACER TO CREATE A FLUSH INSTALLATION PER CLIENT DIRECTION.
8. ALL EXPOSED EDGES OF MILLWORK / BACK SPLASH SHALL BE FINISHED.
1. FOR FINISH DESIGNATIONS, SEE 'FINISH SCHEDULE'.
2. COMPARTMENT PARTITIONS AS INDICATED IN THE LAYOUT. STALL DOOR AT ACCESSIBLE STALL SHALL PROVIDE 34" CLEAR OPENING WIDTH AT 90° OPEN POSITION & ALL REQUIREMENTS PER SHEET G0.03.
3. REFER TO SHEET G0.03 FOR TOILET FIXTURES & ACCESSORY MOUNTING HEIGHTS.
4. FLOOR TILE GROUT LINES TO ALIGN W/CMU WALL GROUT LINES.
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6. MIRROR WIDTH TO BE VERIFIED IN FIELD PRIOR TO ORDERING / INSTALLATION.
7. WHERE TOILET ROOM ACCESSORIES EXTEND ABOVE LINE OF CMU BLOCKS, CUT CMU BLOCK OR PROVIDE SPACER TO CREATE A FLUSH INSTALLATION PER CLIENT DIRECTIONS.
8. ALL EXPOSED EDGES OF MILLWORK / BACK SPLASH SHALL BE FINISHED.
GENERAL NOTES - INTERIOR

1. FOR FINISH DESIGNATIONS, SEE 'FINISH SCHEDULE'.
2. COMPARTMENT PARTITIONS AS INDICATED IN THE LAYOUT. STALL DOOR AT ACCESSIBLE STALL SHALL PROVIDE 34" CLEAR OPENING WIDTH AT 90° OPEN POSITION & ALL REQUIREMENTS PER SHEET G0.03.
3. REFER TO SHEET G0.03 FOR TOILET FIXTURES & ACCESSORY MOUNTING HEIGHTS.
4. FLOOR TILE GROUT LINES TO ALIGN W/CMU WALL GROUT LINES.
5. WHERE POSSIBLE, SHIFT TILES TO MINIMIZE CUTS.
6. MIRROR WIDTH TO BE VERIFIED IN FIELD PRIOR TO ORDERING / INSTALLATION.
7. WHERE TOILET ROOM ACCESSORIES EXTEND ABOVE LINE OF CMU BLOCKS, CUT CMU BLOCK OR PROVIDE SPACER TO CREATE A FLUSH INSTALLATION PER CLIENT DIRECTION.
8. ALL EXPOSED EDGES OF MILLWORK / BACK SPLASH SHALL BE FINISHED.
1. FOR FINISH DESIGNATIONS, SEE 'FINISH SCHEDULE'.
2. COMPARTMENT PARTITIONS AS INDICATED IN THE LAYOUT. STALL DOOR AT ACCESSIBLE STALL SHALL PROVIDE 34" CLEAR OPENING WIDTH AT 90° OPEN POSITION & ALL REQUIREMENTS PER SHEET G0.03.
3. REFER TO SHEET G0.03 FOR TOILET FIXTURES & ACCESSORY MOUNTING HEIGHTS.
4. FLOOR TILE GROUT LINES TO ALIGN W/CMU WALL GROUT LINES.
5. WHERE POSSIBLE, SHIFT TILES TO MINIMIZE CUTS.
6. MIRROR WIDTH TO BE VERIFIED IN FIELD PRIOR TO ORDERING / INSTALLATION.
7. WHERE TOILET ROOM ACCESSORIES EXTEND ABOVE LINE OF CMU BLOCKS, CUT CMU BLOCK OR PROVIDE SPACER TO CREATE A FLUSH INSTALLATION PER CLIENT DIRECTION.
8. ALL EXPOSED EDGES OF MILLWORK / BACK SPLASH SHALL BE FINISHED.

KEYNOTES
- VALUE DESCRIPTIONS
  - 20 (E) WALL TO REMAIN, REPAINT WHEN NECESSARY
  - 25 (E) WINDOW TO BE REPLACED WITH (N) DOUBLE-PANE GLAZING
  - 32 (N) LIGHTING FIXTURE PER ELECTRICAL
  - 36 (N) GYP. BOARD CEILING, PAINT
  - 37 (N) ACOUSTIC CEILING TILE
  - 39 (N) METAL STUD WALL, PAINT
  - 102 (N) PLUMBING FIXTURE PER PLUMBING
  - 103 (N) FIXED TILT; WALL MOUNTED STAINLESS STEEL FRAMELESS MIRROR
  - 104 (N) 36 INCH GRAB BAR REAR + 42 INCH GRAB BAR SIDE, 1.5 INCH DIA; BOBRICK B5806X36 + B5806X48 OR APPROVED EQUAL
  - 108 (N) WALL MOUNTED RECESSED PAPER TOWEL/WASTE COMBO, BOBRICK 36903 OR APPROVED EQUAL
  - 110 (N) FIBER RESISTANT PANEL
  - 112 (N) 6" CERAMIC TILE BASE
  - 116 (N) SOAP DISPENSER
  - 119 COLUMN PER STRUCTURAL
  - 120 (N) EMPLOYEE BREAKROOM CABINET PER INTERIOR DESIGN
  - 121 (N) EMPLOYEE BREAKROOM REFRIGERATOR
  - 122 (N) EMPLOYEE BREAKROOM 2"X4" TILE BACKSPLASH PER INTERIOR DESIGN
  - 123 (N) WASHER PER PLUMBING
  - 124 (N) STACKED DRYER PER PLUMBING

GENERAL NOTES - INTERIOR
- 10/28/2019

COUNTY APPROVAL STAMP
GENERAL NOTES - WINDOW

1. All windows and skylights are Poly carbonate panels with translucent texture. (Plyquad system or approved equal)

2. Skylights to be quadwall or approved equal. (Alt: Existing to remain and install on new curbs)

3. Refer to manufacturer's directions for installation.

4. Windows W1, W2 and W3 to be coordinated in shop for accurate alignment.

WINDOW TYPES

TYPE A
(FIX)

TYPE B
(SKYLIGHT ON ROOF)

TYPE C
(STOREFRONT)

TYPE D
(STOREFRONT)

TYPE E
(STOREFRONT)

WINDOW SCHEDULE

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TYPE</th>
<th>ROOM</th>
<th>WIDTH</th>
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<td>A</td>
<td>RESPITE</td>
<td>3'-0&quot;</td>
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<tr>
<td>02</td>
<td>A</td>
<td>RESPITE</td>
<td>3'-0&quot;</td>
<td>4'-0&quot;</td>
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<tr>
<td>03</td>
<td>A</td>
<td>RESPITE</td>
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<td>04</td>
<td>A</td>
<td>LAUNDRY</td>
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<tr>
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<td>New skylights by Velux: model CG2 – Clear on Clear. (Alternate Option: Existing to remain and install on new curbs)</td>
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<tr>
<td>30</td>
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GRAND TOTAL: 22

STOREFRONT SCHEDULE

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<td>MEN'S DORM-2</td>
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<td>4'-0&quot;</td>
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GRAND TOTAL: 9

W-1 11'-4 7/8" 0'-0" -2'-0" LEVEL 2

WINODW TYPES

TYPE C
(STOREFRONT)

TYPE D
(STOREFRONT)

TYPE E
(STOREFRONT)
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</tbody>
</table>
1 ALL FOODSERVICE AND UTILITIES RELATED EQUIPMENT SHALL BEAR IN ACCORDANCE WITH THE CODE ENFORCEMENT OFFICER. ALL UTILITY SERVICE EQUIPMENT SPECIFICALLY ENGINEERED FOR THE LEDGER SHALL BE INSTALLED IN ACCORDANCE WITH THE CODE ENFORCEMENT OFFICER.

2 ALL MATERIALS FOR FLOORS, WALLS, AND CEILINGS SHALL BE NON-FIRE-RATED EXCEPT FOR THE FOLLOWING:

   a) FLOORING MATERIALS
   b) WALL AND CEILING MATERIALS

   The floor and wall materials shall be fire-rated to comply with the requirements of the International Building Code (IBC) and the International Fire Code (IFC).

   c) CEILING MATERIALS

   Ceiling materials shall be fire-rated to comply with the requirements of the IBC and the IFC.

3 ALL FOODSERVICE AND UTILITIES RELATED EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE CODE ENFORCEMENT OFFICER. All utility service equipment specifically engineered for the LEDGER shall be installed in accordance with the code enforcement officer.

4 HOT WATER SUPPLY TO ALL DISH MACHINES SHALL BE AT LEAST 120°F.

5 ALL MATERIALS FOR FLOORS, WALLS, AND CEILINGS SHALL BE NON-FIRE-RATED EXCEPT FOR THE FOLLOWING:

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   Ceiling materials shall be fire-rated to comply with the requirements of the IBC and the IFC.

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   c) CEILING MATERIALS

   Ceiling materials shall be fire-rated to comply with the requirements of the IBC and the IFC.

9 TOILET FACILITIES SHALL BE PROVIDED WITHIN EACH FOOD PREPARATION AREA.

10 ALL FOODSERVICE AND UTILITIES RELATED EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE CODE ENFORCEMENT OFFICER. All utility service equipment specifically engineered for the LEDGER shall be installed in accordance with the code enforcement officer.

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   b) WALL AND CEILING MATERIALS

   The floor and wall materials shall be fire-rated to comply with the requirements of the International Building Code (IBC) and the International Fire Code (IFC).

   c) CEILING MATERIALS

   Ceiling materials shall be fire-rated to comply with the requirements of the IBC and the IFC.

12 HOT WATER SUPPLY TO ALL DISH MACHINES SHALL BE AT LEAST 120°F.

13 ALL MATERIALS FOR FLOORS, WALLS, AND CEILINGS SHALL BE NON-FIRE-RATED EXCEPT FOR THE FOLLOWING:

   a) FLOORING MATERIALS
   b) WALL AND CEILING MATERIALS

   The floor and wall materials shall be fire-rated to comply with the requirements of the International Building Code (IBC) and the International Fire Code (IFC).

   c) CEILING MATERIALS

   Ceiling materials shall be fire-rated to comply with the requirements of the IBC and the IFC.

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15 ALL MATERIALS FOR FLOORS, WALLS, AND CEILINGS SHALL BE NON-FIRE-RATED EXCEPT FOR THE FOLLOWING:

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   b) WALL AND CEILING MATERIALS

   The floor and wall materials shall be fire-rated to comply with the requirements of the International Building Code (IBC) and the International Fire Code (IFC).

   c) CEILING MATERIALS

   Ceiling materials shall be fire-rated to comply with the requirements of the IBC and the IFC.

16 HOT WATER SUPPLY TO ALL DISH MACHINES SHALL BE AT LEAST 120°F.

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   b) WALL AND CEILING MATERIALS

   The floor and wall materials shall be fire-rated to comply with the requirements of the International Building Code (IBC) and the International Fire Code (IFC).

   c) CEILING MATERIALS

   Ceiling materials shall be fire-rated to comply with the requirements of the IBC and the IFC.

18 HOT WATER SUPPLY TO ALL DISH MACHINES SHALL BE AT LEAST 120°F.

19 ALL MATERIALS FOR FLOORS, WALLS, AND CEILINGS SHALL BE NON-FIRE-RATED EXCEPT FOR THE FOLLOWING:

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   b) WALL AND CEILING MATERIALS

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   c) CEILING MATERIALS

   Ceiling materials shall be fire-rated to comply with the requirements of the IBC and the IFC.

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   b) WALL AND CEILING MATERIALS

   The floor and wall materials shall be fire-rated to comply with the requirements of the International Building Code (IBC) and the International Fire Code (IFC).

   c) CEILING MATERIALS

   Ceiling materials shall be fire-rated to comply with the requirements of the IBC and the IFC.

22 HOT WATER SUPPLY TO ALL DISH MACHINES SHALL BE AT LEAST 120°F.

23 ALL MATERIALS FOR FLOORS, WALLS, AND CEILINGS SHALL BE NON-FIRE-RATED EXCEPT FOR THE FOLLOWING:

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   b) WALL AND CEILING MATERIALS

   The floor and wall materials shall be fire-rated to comply with the requirements of the International Building Code (IBC) and the International Fire Code (IFC).

   c) CEILING MATERIALS

   Ceiling materials shall be fire-rated to comply with the requirements of the IBC and the IFC.

24 HOT WATER SUPPLY TO ALL DISH MACHINES SHALL BE AT LEAST 120°F.

25 ALL MATERIALS FOR FLOORS, WALLS, AND CEILINGS SHALL BE NON-FIRE-RATED EXCEPT FOR THE FOLLOWING:

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   b) WALL AND CEILING MATERIALS

   The floor and wall materials shall be fire-rated to comply with the requirements of the International Building Code (IBC) and the International Fire Code (IFC).

   c) CEILING MATERIALS

   Ceiling materials shall be fire-rated to comply with the requirements of the IBC and the IFC.

26 HOT WATER SUPPLY TO ALL DISH MACHINES SHALL BE AT LEAST 120°F.

27 ALL MATERIALS FOR FLOORS, WALLS, AND CEILINGS SHALL BE NON-FIRE-RATED EXCEPT FOR THE FOLLOWING:

   a) FLOORING MATERIALS
   b) WALL AND CEILING MATERIALS

   The floor and wall materials shall be fire-rated to comply with the requirements of the International Building Code (IBC) and the International Fire Code (IFC).

   c) CEILING MATERIALS

   Ceiling materials shall be fire-rated to comply with the requirements of the IBC and the IFC.
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<th>Qty</th>
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<th>Manufacturer</th>
<th>Model</th>
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<td>Montague</td>
<td>UFLC-36</td>
<td>* INTERCONNECT GAS WITH ITEM #__</td>
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### Fan Schedule

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### HVAC Schedule

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### INDOOR FAN COIL UNIT SCHEDULE (VRF SYSTEM)

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<th>V-PH-HZ</th>
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### OUTDOOR HEAT PUMP UNIT SCHEDULE (VRF SYSTEM)

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### REUSE CONTROL UNIT (MCU) SCHEDULE (VRF SYSTEM)

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5. CONDENSATE DRAIN PAN CONDITION - CLEAN ALL DRAIN PANS.

6. OUTSIDE AIR DAMPER OPERATION.
   2. FAN MOTOR OPERATION.
   4. EVAPORATOR COIL CONDITION.

**ARCHITECT AND MECHANICAL ENGINEER FOR REVIEW.**
EXISTING FLOOR PLAN - LEVEL 1

EXISTING FLOOR PLAN - LEVEL 2

KEYNOTES

- 1/16" = 1'-0"
- EXISTING FLOOR PLAN
- LEVEL 1
- LEVEL 2

EXTRAS

- 10 TON HP
- 5 TON HP
- 7.5 TON HP
- 3.5 TON HP

DEMO

- DEMOLISH AND REMOVE
- EXISTING AIR CONDITIONING
- SUPPLY, RETURN, AIR
- DUCTWORK, FROM
- DIFFUSERS, GRILLES, THERMOSTATS,
- AND LINED PLENUMS TO
- POINT OF DEMOLITION
- INDICATED ON PLAN.

- DEMOLISH AND REMOVE
- EXISTING EXHAUST RISER,
- DUCTWORK, AND GRILLES.

MACHINERY

- (E) 22"Ø SA & RA
- (E) 22"Ø SA & RA
- (E) 22"Ø SA & RA

DIMENSIONS

- 16" x 20" SA & 18" x 20" RA
- 24" x 19" SA & 24" x 36" RA
- 17" x 67" SA & 20" x 36" RA
- (2) 14" x 14" SA & 16" x 22" RA
- 12" x 20" SA & RA

NOTES

- 10 TON HP
- 2016
- 10 TON HP
- 2015
- 7.5 TON HP
- OLD 3.5 TON HP
- OLD 7.5 TON HP
- NEWER
- 4 TON HP
- 5 TON HP
- OLD
- 2.5 TON HP
- OLD

- 7.5 TON HP
- OLD
- 7.5 TON HP
- OLD
- 7.5 TON HP
- NEWER
- 4 TON HP
- OLD
- 3.5 TON HP
- OLD
- 3.5 TON HP
- NEWER
- 3.5 TON HP
- 2015
EXISTING DEMO ROOF PLAN

1. DEMOLISH AND REMOVE EXISTING RTU.
2. DEMOLISH AND REMOVE EXISTING EXHAUST FAN.
3. EXISTING ROOFTOP UNIT SHALL BE REMOVED SAFELY AND STORED FOR REUSE.
4. EXISTING ROOFTOP UNIT SHALL BE REMOVED SAFELY AND RETURNED TO FACILITY MAINTENANCE.
MECHANICAL RENOVATION FLOOR PLAN - LEVEL 1

KEYNOTES

LOBBY
6.1 SF
RECEPTION
817 SF
COMMERCIAL KITCHEN
281 SF
BOILER/EQUIP. RM
5863 SF
DINING
8284 SF
CLASSROOM / TRAINING
817 SF
MEN'S DORM-1
2967 SF
CORRIDOR
2433 SF
LOADING ZONE
892 SF
MACHINE DUMPSTER
349 SF
ELEC.
655 SF
PATIO
1537 SF
ELEC.
PER PLUMBING
GREASE INTERCEPTOR
W.C.
472 SF
PATIO
4766 SF
MEN'S DORM-2
688 SF
CHECK-IN
1430 SF
OFFICE
1421 SF
HEALTH CENTER
502 SF
SECURITY
BICYCLE PARKING
BIN STORAGEN
W.T.S.
472 SF
W.C.
502 SF
CONFERENCE
1639 SF
MOBILE CLINIC
PRE-WASH
FOLD W.I.F.
W.I.R.
OFFICE
1245 SF
JANITOR LOCKER
DRY STORAGE
SERVICE CORRIDOR
EMPLOYEE RESTROOM
OUTDOOR EQUIP. YARD
EMERGENCY GENERATOR
1. **RESET OF SUPPLY FAN SPEED SET POINT**
   - 100% 100%

2. **STATIC PRESSURE VALUES ARE DETERMINED BY TAB CONTRACTOR TO MATCH DESIGN MAXIMUM**

3. **GRAPHIC REPRESENTS FOLLOWING CONFIGURATION AND PROGRAMMING:**
   - Maximum Heating
   - Minimum Heating
   - Ventilation
   - Dead Band
   - Room Temperature Control
   - Minimum Cooling
   - Cooling Signal
   - Heating Signal

4. **AIRFLO SET POINTS**
   - No Scale

5. **GENERAL NOTES:**
   - 5.1. **AUTOMATIC DEMAND RESPONSE (ADR) MODE:**
     - Two ADR Initiating Signals:
       - ADR Signal Received Over Internet Initiates Demand Response Mode. Graphic Interface Home Page Will Display ADR Status.

6. **OCCUPIED, STANDBY AND UNOCCUPIED TEMPERATURE ARE ADJUSTABLE ON GRAPHIC.**

7. **STANDBY MODE:**
   - 3.1. Occupancy Sensor(s) Open Initiates Standby Mode. Room Temperature Setpoints Reset to Standby Values.
   - 4.1. If No Motion Detected for Duration of Standby Timer, Room Temperatures Are Set to Unoccupied Values.

8. **UNOCCUPIED MODE:**
   - 4.2. At End of 4 Hours, Room Temperature is Set for "Unoccupied" Mode.

9. **GENERAL NOTES:**
   - 5.1.2. Systems Without Economizers and With Variable Speed Supply Fans: Outdoor Air Damper Position Resets Based on Supply Fan VFD Setting.
   - 2.2.1. Systems With Economizers: Outdoor Air Modulates Between Minimum and Maximum Based on CO2, PPM.

10. **ROOM TEMPERATURE CONTROL:**

11. **ROOM TEMPERATURE SETPOINT:**
NOTES:
1. "S" DIMENSIONS ARE THE CENTERLINE OF ANCHOR HOLES IN CURB BOTTOM FLANGE.
2. R & S DIMENSIONS ARE CENTERLINES OF ANCHOR HOLES IN CURB BOTTOM FLANGE.
3. NOT FOR CONSTRUCTION, FOR APPROVAL ONLY.

FOR ANCHORAGE, USE 3/8" DIA. LAG BOLT, MIN. 3" LONG INTO MIN. 4 X 4 DOUGLAS FIR WOOD.

#1 THRU #8 INDICATE ISOLATOR LOCATIONS. SEE DETAIL 1 / M-6.03

7/16" DIA. ANCHOR HOLES
1/8" THICK NEOPRENE
LEVELING BOLT 3/8 DIA.
1/4" DIA. PILOT HOLE
1" MAX
6" TYP.

#12 SHEET METAL
14 GA SEISMIC STRAPS
PRE-APPROVED No. OPA-0098
ISOLATORS ARE O.S.H.P.D.

#12 TEKS SCREW
7/16" DIA. ANCHOR HOLES
ACCESS PORT @ EACH ISOLATOR

1/4" THICK NEOPRENE
LEVELING BOLT 3/8 DIA.
<table>
<thead>
<tr>
<th>PIPE MATERIALS</th>
<th>HOT WATER</th>
<th>SEWER</th>
<th>LOW PRESSURE GAS</th>
<th>UNDERGROUND (INDOOR) RIGID COPPER (TYPE M)</th>
<th>(INDOOR) ABOVE GROUND RIGID COPPER (TYPE L)</th>
<th>FITTINGS HUBLESS</th>
<th>PE PIPE AND FITTINGS HEAT FUSION</th>
</tr>
</thead>
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**Note:** All pipe penetrations shall be provided with pipe sleeves in compliance with CPC 2016 313.0 and 313.10. Hot water is insulated with 1-1/2" fiberglass. Insulate with 1/2" Armaflex for condensation control.
GREASE INTERCEPTOR

<table>
<thead>
<tr>
<th>Type</th>
<th>Size</th>
<th>Flow Rate per Unit</th>
<th>Total Soil/Waste Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kitchen Sink</td>
<td>6</td>
<td>3</td>
<td>18</td>
</tr>
<tr>
<td>Floor Drain/Sink</td>
<td>2</td>
<td>4</td>
<td>8</td>
</tr>
</tbody>
</table>

PER CALIFORNIA PLUMBING CODE-2016

64 DFU = 1250 GALLONS INTERCEPTOR VOLUME

SELECT JENSON 1500 GALLON PRECAST GREASE INTERCEPTOR

NATURAL GAS SYSTEM

GAS REGULATOR FOR WHOLE KITCHEN AT ROOF LEVEL
GAS REGULATOR ON ROOF AT EACH RTU

(16) CLOTHES DRYER
400 CFH

KITCHEN GAS COOKING WITH DEDICATED WATER HEATER ESTIMATED AT MAX. 2500 CFH

(2) BOILERS
TOTAL MAXIMUM 2000 CFH DOMESTIC HOT WATER

2"MPG AT MAXIMUM 7900 CFH

GAS REGULATOR FOR LAUNDRY DRYERS AT ROOF LEVEL
GAS REGULATOR FOR EACH BOILER.
PROVIDE VENTING TO EXTERIOR OR PROVIDE VENT-LESS GAS REGULATORS.

MECHANICAL RTUs ESTIMATED TOTAL MAX. 3000 CFH

GAS REGULATOR FOR WHOLE KITCHEN AT ROOF LEVEL
GAS REGULATOR ON ROOF AT EACH RTU

(16) CLOTHES DRYER
400 CFH

KITCHEN GAS COOKING WITH DEDICATED WATER HEATER ESTIMATED AT MAX. 2500 CFH

(2) BOILERS
TOTAL MAXIMUM 2000 CFH DOMESTIC HOT WATER

2"MPG AT MAXIMUM 7900 CFH

GAS REGULATOR FOR LAUNDRY DRYERS AT ROOF LEVEL
GAS REGULATOR FOR EACH BOILER.
PROVIDE VENTING TO EXTERIOR OR PROVIDE VENT-LESS GAS REGULATORS.

MECHANICAL RTUs ESTIMATED TOTAL MAX. 3000 CFH
EXISTING WASTE BELOW FLOOR: CAP AND ABANDON ALL EXISTING WASTE PIPING

EXISTING FIXTURE REMOVED: EXISTING FIXTURES TO BE REMOVED BY PLUMBING
KEYNOTES

(A) 10X6 ROOF DRAIN / 10X6 OVERFLOW DRAIN OPENINGS AND SCUPPER TO REMAIN.

(A) 3" RD/OD TO REMAIN. REPLACE AS NEEDED WITH SAME SIZE.

(A) HVAC EQUIPMENT. DEMO ALL CONDENSATE PIPING CONNECT TO HVAC UNITS.

(A) 3" GAS LINE FROM BELOW.

DEMO (A) GAS LINE TO HVAC UNIT AND DOWN TO (A) GAS METER ON GROUND LEVEL.

DEMO (A) 2" VTR.

DEMO (A) ROOF RECEPTOR.
1-1/2" CONDENSATE DRAIN PIPING DOWN DISCHARGE TO JANITOR SINK ON 2ND LEVEL WITH 2" AIR GAP.

GAS DN. TO KITCHEN
GAS DN. SERVING LAUNDRY ROOM
MPG DN. SERVING BOILER ROOM
2" MPG UP FROM GAS METER. REFER TO GAS SCHEMATIC P0.03

(A) SCUPPER DRAIN

(B) ROOF DRAIN

(C) BOUNDARY LINES

(E) BOUNDARY LINES

(F) BOUNDARY LINES

(G) BOUNDARY LINES

(8) BOUNDARY LINES

(CU-1) EFFICIENCY VRF UNIT (2 TON) (20 CFH)

(CU-2) EFFICIENCY VRF UNIT (3 TON) (40 CFH)

(CU-3) EFFICIENCY VRF UNIT (4 TON) (60 CFH)

(CU-4) EFFICIENCY VRF UNIT (5 TON) (80 CFH)

(CU-5) EFFICIENCY VRF UNIT (6 TON) (100 CFH)

(CU-6) EFFICIENCY VRF UNIT (7 TON) (120 CFH)

(CU-7) EFFICIENCY VRF UNIT (8 TON) (140 CFH)

(CU-8) EFFICIENCY VRF UNIT (9 TON) (160 CFH)

(CU-9) EFFICIENCY VRF UNIT (10 TON) (180 CFH)

(CU-10) EFFICIENCY VRF UNIT (11 TON) (200 CFH)

(CU-11) EFFICIENCY VRF UNIT (12 TON) (220 CFH)

(CU-12) EFFICIENCY VRF UNIT (13 TON) (240 CFH)

(CU-13) EFFICIENCY VRF UNIT (14 TON) (260 CFH)

(CU-14) EFFICIENCY VRF UNIT (15 TON) (280 CFH)

(CU-15) EFFICIENCY VRF UNIT (16 TON) (300 CFH)

(CU-16) EFFICIENCY VRF UNIT (17 TON) (320 CFH)

(CU-17) EFFICIENCY VRF UNIT (18 TON) (340 CFH)

(CU-18) EFFICIENCY VRF UNIT (19 TON) (360 CFH)

(CU-19) EFFICIENCY VRF UNIT (20 TON) (380 CFH)

(CU-20) EFFICIENCY VRF UNIT (21 TON) (400 CFH)

(CU-21) EFFICIENCY VRF UNIT (22 TON) (420 CFH)

(CU-22) EFFICIENCY VRF UNIT (23 TON) (440 CFH)

(CU-23) EFFICIENCY VRF UNIT (24 TON) (460 CFH)

(CU-24) EFFICIENCY VRF UNIT (25 TON) (480 CFH)

(CU-25) EFFICIENCY VRF UNIT (26 TON) (500 CFH)

(CU-26) EFFICIENCY VRF UNIT (27 TON) (520 CFH)

(CU-27) EFFICIENCY VRF UNIT (28 TON) (540 CFH)

(CU-28) EFFICIENCY VRF UNIT (29 TON) (560 CFH)

(CU-29) EFFICIENCY VRF UNIT (30 TON) (580 CFH)

(CU-30) EFFICIENCY VRF UNIT (31 TON) (600 CFH)

(CU-31) EFFICIENCY VRF UNIT (32 TON) (620 CFH)

(CU-32) EFFICIENCY VRF UNIT (33 TON) (640 CFH)

(CU-33) EFFICIENCY VRF UNIT (34 TON) (660 CFH)

(CU-34) EFFICIENCY VRF UNIT (35 TON) (680 CFH)

(CU-35) EFFICIENCY VRF UNIT (36 TON) (700 CFH)

(CU-36) EFFICIENCY VRF UNIT (37 TON) (720 CFH)

(CU-37) EFFICIENCY VRF UNIT (38 TON) (740 CFH)

(CU-38) EFFICIENCY VRF UNIT (39 TON) (760 CFH)

(CU-39) EFFICIENCY VRF UNIT (40 TON) (780 CFH)

(CU-40) EFFICIENCY VRF UNIT (41 TON) (800 CFH)

(CU-41) EFFICIENCY VRF UNIT (42 TON) (820 CFH)

(CU-42) EFFICIENCY VRF UNIT (43 TON) (840 CFH)

(CU-43) EFFICIENCY VRF UNIT (44 TON) (860 CFH)

(CU-44) EFFICIENCY VRF UNIT (45 TON) (880 CFH)

(CU-45) EFFICIENCY VRF UNIT (46 TON) (900 CFH)

(CU-46) EFFICIENCY VRF UNIT (47 TON) (920 CFH)

(CU-47) EFFICIENCY VRF UNIT (48 TON) (940 CFH)

(CU-48) EFFICIENCY VRF UNIT (49 TON) (960 CFH)

(CU-49) EFFICIENCY VRF UNIT (50 TON) (980 CFH)
ENLARGED DINNING & KITCHEN - HOT & COLD WATER

KEYNOTES

FOR CONTINUATION SEE FLOOR PLAN.

MANUAL GAS SHUT-OFF VALVE AND EMERGENCY SOLENOID VALVE MOUNTED HIGH ON WALL. ROUTE GAS PIPING ABOVE CEILING.

CW AND/OR HW PIPING UP IN WALL TO ABOVE CEILING.

FOR CONTINUATION SEE SITE PLAN.

REFER TO KITCHEN DRAWING FOR KITCHEN EQUIPMENT ITEM.
ENLARGED RESTROOMS @ LEVEL 1 - SOIL, WASTE & VENT

KEYNOTES

FOR CONTINUATION SEE FLOOR PLANS.

4"S ABOVE SLAB IN PLUMBING CHASE.

4"S DOWN IN WALL TO LEVEL 1.

2"W DOWN IN WALL TO LEVEL 1.

CW, HW & HWR DOWN IN PLUMBING CHASE TO LEVEL 1 BELOW.

THERMOSTATIC BALANCING VALVE (CIRCUIT SOLVENT) SHUT-OFF VALVE.

CW, HW & HWR PIPING MOUNTED ON WALL IN PLUMBING CHASE.

CW UP THRU ROOF CONNECT TO HOSE BIB (HB-1).

ENLARGED RESTROOMS @ LEVEL 1 - HOT & COLD WATER

ENLARGED RESTROOMS @ LEVEL 2 - SOIL, WASTE & VENT

ENLARGED RESTROOMS @ LEVEL 2 - HOT & COLD WATER

ENLARGED RESTROOMS @ LEVEL 1 - HOT & COLD WATER
ENLARGED WOMEN’S RESTROOMS @ LEVEL 2 - HOT & COLD WATER

1/4" = 1'-0"

KEYNOTES

1. 2" TUBING ABOVE SLAB DOWN TO LEVEL 1.
2. 4" TUBING ABOVE SLAB DOWN TO LEVEL 1.
3. 4" THERMOSTATIC BALANCING VALVE (CIRCUIT SOLVENT)

SHUT-OFF VALVE

HW AND/OR CW FROM CEILING ABOVE DOWN IN PLUMBING CHASE MOUNTED ON WALL.

CW UP THRU ROOF CONNECT TO HOSE BIB (HB-1).

4" TUBING BELOW SLAB.
1. DUST CONTROL: THE GENERAL CONTRACTOR SHALL MAINTAIN CONTINUOUS DUST ABATEMENT PROCEDURES INCLUDING VACUUMING AND TRASH REMOVAL. THE JOB SITE SHALL BE LEFT CLEAN AND ORDERLY AT THE END OF EACH DAY.

2. NO CONSTRUCTION MATERIAL OR DEBRIS SHALL ENTER / LEAVE THE BUILDING DURING TYPICAL BUSINESS HOURS OF OPERATION. COORDINATE WITH FACILITY MANAGER / CLIENT.

3. CONTAIN CONSTRUCTION WASTE WITHIN DEMOLITION ZONE BEFORE TRANSPORT IN TIGHTLY COVERED CONTAINERS.

4. VACUUM WORK AREA (MINIMUM DAILY).

5. REMOVE TEMPORARY WORK BARRIER / DUST CONTROLS CAREFULLY TO MINIMIZE SPreading DIRT AND DEBRIS ASSOCIATED WITH CONSTRUCTION.
1. Remove all electrical conduit etc.
2. Remove all HVAC duct & pipe
3. Remove all (E) T-bar grid and tile ceiling
4. Remove (E) equipment
5. (E) door to remain
6. (E) roll-up door to demolished
7. Remove all (E) plumbing pipe, cap supply & waste
8. Remove (E) steel platform & stair per OCPW direction
9. Remove (E) stair
10. Remove (E) walls
11. Remove (E) concrete topping. Entire floor

General Notes:
- Please refer to the structural drawings of the project to the full extent of the demolition related to structural work.
Legend - Floor Plan

- Solid Lines Indicate (E) Walls or Columns to Remain
- Dashed Lines Indicate (E) Walls, Stairs or Doors to Demolish

Key Notes

1. REMOVE ALL ELECTRICAL CONDUIT ETC.
2. REMOVE ALL HVAC DUCT & PIPE
3. REMOVE ALL (E) T-BAR GRID AND TILE CEILING
4. REMOVE (E) EQUIPMENT
5. (E) DOOR TO REMAIN
6. (E) ROLL-UP DOOR TO DEMOLISH
7. REMOVE ALL (E) PLUMBING PIPE, CAP SUPPLY & WASTE
8. REMOVE (E) STEEL PLATFORM & STAIRS PER OCPW DIRECTION
9. REMOVE (E) STAIR
10. REMOVE (E) WALLS
11. REMOVE (E) CONCRETE TOPPING. ENTIRE FLOOR

General Notes

PLEASE REFER TO THE STRUCTURAL DRAWINGS OF THE PROJECT TO THE FULL EXTENT OF THE DEMOLITION RELATED TO STRUCTURAL WORK.
SKYLIGHT CLOSED IN PREVIOUS PHASE
EXISTING SKYLIGHT (E) ROOF HATCH

DASHED LINES INDICATE (E) SKYLIGHTS TO BE DEMOLISHED
SOLID LINES INDICATE (E) SKYLIGHTS TO REMAIN

(E) ROOF HATCH TO REMAIN
(E) ROOF SKYLIGHTS TO BE DEMOLISHED
(E) ROOF DRAIN AND ROOF OVERFLOW, REPLACE WHEN NECESSARY
ROOF SLOPE
FLAT ROOF

GENERAL NOTES
PLEASE REFER TO THE STRUCTURAL DRAWINGS OF THE PROJECT TO THE FULL EXTENT OF THE DEMOLITION RELATED TO STRUCTURAL WORK

COUNTY APPROVAL STAMP

HORSESHOE HALLWAY
YALE PROJECT

PLAN CHECK

1/16" = 1'-0"
EXISTING ROOF PLAN
1/16" = 1'-0"
DEMOLITION ROOF PLAN

LEGEND - ROOF PLAN

- PLAIN ROOF

- ROOF SLOPE

- (E) ROOF SKYLIGHTS AND ROOF OVERFLOW, REPLACE WHEN NECESSARY

- (E) ROOF SKYLIGHTS TO REMAIN. REPLACED WHEN NECESSARY

- (E) ROOF SKYLIGHTS TO BE DEMOLISHED

- (E) ROOF HATCH TO REMAIN

ATTACHMENT B
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**T0.01 TITLE SHEET**

**SG**

**0.01 GENERAL NOTES**

**SG0.02 GENERAL NOTES**

**SG0.03 GENERAL NOTES**

**S0.01 TYPICAL CONCRETE DETAILS**

**S0.02 TYPICAL CONCRETE DETAILS**

**S0.03 TYPICAL STEEL DETAILS**

**S0.04 TYPICAL MASONRY DETAILS**

**S0.05 TYPICAL STEEL DECK DETAILS**

**S0.06 TYPICAL STEEL DECK DETAILS**

**S0.07 TYPICAL STEEL STUD DETAILS**

**S0.08 TYPICAL STEEL STUD DETAILS**

**S1.01 FOUNDATION PLAN**

**S1.01.1 PARTIAL FOUNDATION PLAN - NORTH**

**S1.01.2 PARTIAL FOUNDATION PLAN - SOUTH**

**S1.02 MEZZANINE FRAMING PLAN**

**S1.02.1 PARTIAL MEZZANINE FRAMING PLAN- NORTH**

**S1.02.2 PARTIAL MEZZANINE FRAMING PLAN- SOUTH**

**S1.02.N MEZZANINE NAILING AND WALL ANCHORAGE PLAN**

**S1.03 ROOF PLAN**

**S1.03.1 PARTIAL ROOF PLAN - NORTH**

**S1.03.2 PARTIAL ROOF PLAN - SOUTH**

**S1.03.N ROOF NAILING PLAN**

**S2.00 BUILDING ELEVATIONS**

**S2.01 BUILDING ELEVATIONS**

**S3.00 BUILDING SECTIONS**

**S3.01 SECTIONS AND DETAILS**

**S3.02 SECTIONS AND DETAILS**

**S4.00 SECTIONS AND DETAILS**

**S4.01 PARTIAL WALL ELEVATIONS**

**S4.02 PARTIAL WALL ELEVATIONS AND DETAILS**

**S5.00 SECTIONS AND DETAILS**

**S5.01 SECTIONS AND DETAILS**

**S5.02 SECTIONS AND DETAILS**

**S6.00 SECTIONS AND DETAILS**

**S6.01 SECTIONS AND DETAILS**

**S7.00 STAIR PLANS AND DETAILS**

**VICINITY MAP**

**SITE MAP**

**DRAWING INDEX**

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  - **75.02 RC P. PLAN**
  - **75.03 RC P. PLAN - NORTH**
  - **75.04 RC P. PLAN - SOUTH**
  - **75.05 RC REBAR PLAN**

- **30.01 GENERAL NOTES**
  - **30.02 GENERAL NOTES**
  - **30.03 GENERAL NOTES**

- **30.04 TYPICAL CONCRETE DETAILS**
  - **30.05 TYPICAL CONCRETE DETAILS**
  - **30.06 TYPICAL CONCRETE DETAILS**
  - **30.07 TYPICAL CONCRETE DETAILS**

- **30.08 TYPICAL STEEL DETAILS**
  - **30.09 TYPICAL STEEL DETAILS**
  - **30.10 TYPICAL STEEL DETAILS**
  - **30.11 TYPICAL STEEL DETAILS**

- **30.12 TYPICAL SECTIONS**
  - **30.13 TYPICAL SECTIONS**
  - **30.14 TYPICAL SECTIONS**

- **30.15 TYPICAL WALL DETAILS**
  - **30.16 TYPICAL WALL DETAILS**
  - **30.17 TYPICAL WALL DETAILS**

- **30.18 TYPICAL STRUCTURAL SPECS**
  - **30.19 TYPICAL STRUCTURAL SPECS**

- **30.20 TYPICAL PARAPET WALL ELEVATIONS**
  - **30.21 TYPICAL PARAPET WALL ELEVATIONS**
  - **30.22 TYPICAL PARAPET WALL ELEVATIONS**

- **30.23 TYPICAL PARAPET WALL ELEVATIONS**
  - **30.24 TYPICAL PARAPET WALL ELEVATIONS**

- **30.25 TYPICAL STAIR PLANS AND DETAILS**
  - **30.26 TYPICAL STAIR PLANS AND DETAILS**

- **30.27 TYPICAL STAIR PLANS AND DETAILS**
  - **30.28 TYPICAL STAIR PLANS AND DETAILS**

**COUNTY OF ORANGE**

**CALIFORNIA BUILDING CODE CBC 2016 EDITION**

- California Code of Regulations, Title 24, Division 2, Chapter 10, Article 1, Section 10102.

**CALIFORNIA GREEN BUILDING STANDARDS CODE**

- California Code of Regulations, Title 24, Division 2, Chapter 10, Article 1, Section 10102.

**ASCE 7-10 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES**


**ACI: AMERICAN CONCRETE INSTITUTE**


**AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION**


**APA: ENGINEERED WOOD ASSOCIATION**

- APA PS-1-09: Structural Plywood.

**WC: AMERICAN WOOD COUNCIL**


**AWS D1.1: AMERICAN WELDING SOCIETY**


**AWS D1.3: AMERICAN WELDING SOCIETY**


**AWS D1.4: AMERICAN WELDING SOCIETY**


**AISI: AMERICAN IRON AND STEEL INSTITUTE**


**ASTM: AMERICAN SOCIETY OF TESTING AND MATERIALS**

- ASTM: Reference Standards.

**DOC: U.S. DEPARTMENT OF COMMERCE**

- DOC PS-1-09: Structural Plywood.

**WCLIB: WEST COAST LUMBER INSPECTION BUREAU**

- WCLIB PS-1-09: Structural Plywood.

**PLAN CHECK SUBMITTAL 2019-08-23**

**PLAN CHECK CORRECTIONS 2019-09-27**

**COUNTY OF ORANGE**

**OC FACILITIES DESIGN & CONSTRUCTION**

- County of Orange, OC Facilities Design & Construction.

**YALE PROJECT**

2229 S. YALE STREET, SANTA ANA, CA 92704

**PLANS:**

- Foundation Plan
- Mezzanine Framing Plan
- Roof Plan
- Building Elevations
- Building Sections
- Stair Plans

**CODES:**

- California Building Code CBC 2016 Edition
- California Green Building Standards Code
- ASCE 7-10 Minimum Design Loads for Buildings and Other Structures
- ACI: American Concrete Institute, Building Code Requirements for Structural Concrete, ACI-318-14, 2014 Edition.
- APA: Engineered Wood Association
- AISI: American Iron and Steel Institute, North American Specifications for the Design of Cold-Formed Steel Structural Members, S100-07/S2-10.
4. USE THE MINIMUM SIZE OF WELDING IN ACCORDANCE WITH AISC MANUAL OF STEEL CONSTRUCTION AT STEEL TO STEEL PENETRATION WELDS UNLESS OTHERWISE NOTED.

4. CONCRETE MIXES SHALL BE DESIGNED BY A QUALIFIED TESTING LABORATORY, BEARING A REGISTERED CIVIL ENGINEER STAMP. ALL HINTI HOT-RE-500-V3 AN EQUIVALENT PRODUCT ACCEPTABLE TO ENGINEER

5. ANCHOR BOLTS, DOWELS AND OTHER EMBEDDED ITEMS SHALL BE SECURELY TIED IN PLACE BEFORE CONCRETE IS PLACED. CONCRETE MIXES SHALL BE DESIGNED BY A QUALIFIED TESTING LABORATORY, BEARING A REGISTERED CIVIL ENGINEER STAMP. ALL HINTI HIT - RE - 500 - V3 AN EQUIVALENT PRODUCT ACCEPTABLE TO ENGINEER

6. ALL CRACKS WIDER THAN 0.004 INCHES SHALL BE REPAIRED. ANCHOR RODS: ASTM F1554, GRADE 36, U.N.O. K. NUTS: ASTM A563

7. CONCRETE COVERAGE OF REINFORCING STEEL SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED:

11. THE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE THE CONSTRUCTION SITE.

9. THE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE THE CONSTRUCTION SITE.


11. THE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE THE CONSTRUCTION SITE.

12. ROOFING SHEET SHALL BE COVERED WITH CONCRETE BUILT UP WITH ETHYL ETHANOATE UNLESS OTHERWISE NOTED. ALL HOLES SHALL BE COVERED WITH CONCRETE BUILT UP WITH ETHYL ETHANOATE UNLESS OTHERWISE NOTED.
It is recommended that edges of concrete pavements which are not adjacent to existing buildings, or are adjacent to planter areas, be

The following concrete pavement sections are based on a load safety factors of 1.0 and 1.1, and a modulus of subgrade reaction ("k" Value) of 180 pounds per cubic inch (pci) for site soils compacted as subgrade material, and the design procedures presented in the

Please be reminded that the preliminary pavement section recommendations have been established based purely on procedures stipulated

The Structural Consultant should establish the design details of the concrete pavement section, including reinforcements, concrete

The Structural Consultant should establish the design details of the concrete pavement section, including reinforcements, concrete

The above allowable bearing capacities may be increased by one-third (1/3) when subject to short-term, transient loading

Pavement Thickness (in) (3), (4)

Pavement Thickness (in) (2), (4)
### Mailing Schedule

<table>
<thead>
<tr>
<th>Description</th>
<th>Notes</th>
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<tbody>
<tr>
<td>JOINT</td>
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<tr>
<td>3</td>
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<td>3</td>
<td>2</td>
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### Wood

1. **Nailing Schedule**
   - Use the same nail for all joints.
   - Use the same nail for all joints.
   - Use the same nail for all joints.

2. **Joint to Joint**
   - Use the same nail for all joints.
   - Use the same nail for all joints.
   - Use the same nail for all joints.

3. **Joint to Joint**
   - Use the same nail for all joints.
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4. **Joint to Joint**
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5. **Joint to Joint**
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6. **Joint to Joint**
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7. **Joint to Joint**
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8. **Joint to Joint**
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9. **Joint to Joint**
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   - Use the same nail for all joints.

10. **Joint to Joint**
    - Use the same nail for all joints.
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    - Use the same nail for all joints.

### Power/Drain/Pressure

1. **Power/Drain/Pressure**
   - Use the same nail for all joints.
   - Use the same nail for all joints.
   - Use the same nail for all joints.

2. **Power/Drain/Pressure**
   - Use the same nail for all joints.
   - Use the same nail for all joints.
   - Use the same nail for all joints.

3. **Power/Drain/Pressure**
   - Use the same nail for all joints.
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4. **Power/Drain/Pressure**
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   - Use the same nail for all joints.

5. **Power/Drain/Pressure**
   - Use the same nail for all joints.
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   - Use the same nail for all joints.

6. **Power/Drain/Pressure**
   - Use the same nail for all joints.
   - Use the same nail for all joints.
   - Use the same nail for all joints.

### Structural Steel

1. **Structural Steel**
   - Use the same nail for all joints.
   - Use the same nail for all joints.
   - Use the same nail for all joints.

2. **Structural Steel**
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3. **Structural Steel**
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4. **Structural Steel**
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5. **Structural Steel**
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6. **Structural Steel**
   - Use the same nail for all joints.
   - Use the same nail for all joints.
   - Use the same nail for all joints.

### Miscellaneous

1. **Miscellaneous**
   - Use the same nail for all joints.
   - Use the same nail for all joints.
   - Use the same nail for all joints.

2. **Miscellaneous**
   - Use the same nail for all joints.
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6. **Miscellaneous**
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   - Use the same nail for all joints.
OPNG. IN SLAB-ON-GRADE DUE TO MECHANICAL OR OTHER BLOCK OUTS

ADD'L #4 TYP. @ MID-DEPTH OF SLAB WHEN BLOCK OUT EXCEEDS 16"x16" IN PLAN (24"x24" MAX.)

CONC. SLAB-ON-GRADE

1

N.T.S. TYP. OPENING AT S.O.G. REINF. TO MATCH FTG. REINF. SIZE & SPACING

90° STD. HOOK

2xS MIN.

3" CLR.

TYP. LAP SPLICE

S (1'-6" MAX.) TYP.

2" CLR.

TYP. REINF.

CONC. FTG. TYP. (WALL ABOVE NOT SHOWN FOR CLARITY)

THK. BENT PLA. W/ (2) 1-1/2" VERT. SLOTTED HOLES EA. SIDE OF (E) HSS, LOCATE AT THIRD POINTS ON (E) STL. COL. HEIGHT, TYP.

(2) 1-1/2" Ø x 2" MIN.

EMBED HILTI KBTZ BOLTS (ICC ESR-1917)

(2) 1-1/2" THRU BOLTS

TYP.

PLAN CHECK SUBMITTAL 2019-08-23

PLAN CHECK CORRECTIONS 2019-09-27
1. ALL BOLTS TO BE ASTM A325N SC BOLTS, U.N.O.

2. TYPICAL HORIZONTAL REINF. IN WALL REINFORCEMENT SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE - USE TYPICAL FOR ALL REINFORCEMENT EXCEPT FOR WALL OPENINGS. REFER TO PLAN FOR W10 STUDS. REMOVE STUDS AT WALL ENDS AND OPENINGS. USE WAIST-HIGH BOLTS, 3/4"-DIA. 1/2"-THICK, AT WALL ENDS AND OPENINGS: NO ATTEMPT TO MATE LOWER DISTRIBUTED REINF. SPACES LOCATION.

3. TYPICAL REINF. IN CHORD REINF. IS TYPICAL WALL REINFORCEMENT SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE. SPACING OF STUDS IS AT WALL END AND OPENINGS: NO ATTEMPT TO MATE LOWER DISTRIBUTED REINF. SPACES LOCATION.

4. TYPICAL, JAMB AND LINTEL REINF. PER JAMB AND LINTEL REINF. SCHEDULES (UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHERWISE SPECIFIED ON WALL 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UNLESS OTHERWISE SPECIFIED ON WALL REINFORCING SCHEDULE UNLESS OTHER
STUDE SPACING

U.N.O. 12" MAX.

W BM. W/ SHEAR STUD

COL. OR GIRDER

STL. DECK W/ CONC. FILL (TYP. REINF. NOT SHOWN FOR CLARITY)

NOTES:
1. SEE 12/S0.05 FOR ADDITIONAL INFORMATION.

W BM. W/ SHEAR STUD

3'-0" MIN. FROM GRAVITY BM.

STL. DECK W/ CONC. FILL (TYP. REINF. NOT SHOWN FOR CLARITY)

CONTINUE REINF. THROUGH C.J., DO NOT SPLICE REINF. WITHIN 2'-0" OF C.J.
OPTION A

CUT & BEND WEB OF BLKG., ATTACH TO STUDS W/ (2) #10 SMS EA. END, TYP. 16 GA. SOLID BLKG. & PROVIDE TWO BLOCKS AT EA. END OF STRAP & TWO BLOCKS @ 8'-0" O.C. INTERMEDIATE STUD/JOIST @ 16" O.C. TYP. U.N.O.

" WIDE STEEL STRAP BRIDGING CONT. W/ 1-#10 SCREW TO EA. STUD FLANGE & 4-#10 TO EA. BLOCK. SPACE STRAP @ 4'-0" O.C. MAX. (VERTICALLY) TYP. STL. STUDS @ 16" O.C. TYP. CONT. 1 1/2"x1 1/2"x16 GA. CRC CHANNEL BRIDGING TO CLIP ANGLE w/ (2) #8 SMS TYP. (CRC @ 4'-0" O.C. MAX. VERTICALLY TYP.) (EXTERIOR AND INTERIOR WALLS) 1 1/2"x1 1/2"x16 GA. CLIP ANGLE FASTENED TO EA. STUD w/ (2) #8 SMS TYP. (ANGLE LENGTH SHALL NOT BE MORE THAN 1/2" LESS THAN STUD DEPTH) TYP.

OPTION B

CRC PER DET. 3/-
ADD 8d NAILS @ 6" O.C. AT ALL PLYWOOD PANEL EDGES. INSTALL NAILING AT MIDPOINT BETWEEN EXISTING NAILS.
NOTE:
SEE DETAIL 15/- & 16/- FOR MEMBER INFO.

ANCHOR AT MEZZANINE LEVEL DETAIL

TYP. BACKING MEMBER DETAIL

TYP. SHEAR TRANSFER AT ROOF

ANCHOR BELOW ROOF LINE DETAIL

TYP. WALL ANCHOR

NOTE:
SEE DETAIL 15/- & 16/- FOR MEMBER INFO.

SHEAR TRANSFER ANGLE

A-E Seal

[County Approval Stamp]

[Counties Office Stamp]

Sht Title

[Sym. Descrip. By Date]

[Drawn Chkd. Date]

[Sheet]

[Page 236 of 290]

[Attachment B]
SMALLER UNIT

EQUIPMENT

(E) 4x OR GLULAM @ 8'-0" O.C.

(E) ROOF SHTG.

3x10 DFL #1 EA. SIDE W/ 2" Ø THRU BOLT @ 12" O.C. STAGG., STOP 12" FROM EA. END, TYP.

(E) 2x4 @ 2'-0" O.C.

2x8 @ 16" O.C. W/ SIMP. U28 EA. END, TYP.

4x10 W/ SIMP. HUTF410

PREFABRICATED EQPT. CURB, SEE MECH. DWGS. FOR ANCHORAGE

15 32" STRUCT I SHEATHING W/ 10d @ 6, 6, 12

4x16 RIPPED AT ENDS W/ SIMP. (2) A35 & (2) LTP 5

RIGID INSULATION, SEE ARCH.

4x16 RIPPED THROUGH MEMBERS FOR DUCT OPENING, SEE XSX.X

(E) 4x OR GLULAM @ 8'-0" O.C.

OPENING DBL. 2x4 W/ SIMP. (2) U24 EA. END, TYP.

4x4 W/ SIMP. U44 EA. END

8 1" = 1'-0"

SKYLIGHT FRAMING DETAIL

TYPICAL ROOF OPENING

(E) (2) 2x4

B-B

A-A

4x16 RIPPED SKYLIGHT, SEE ARCH.

RIGID INSULATION, SEE ARCH.

4x16 RIPPED THROUGH MEMBER SKYLIGHT, SEE ARCH.

COUNTY APPROVAL STAMP
EXHIBIT E

BASIS OF DESIGN/SPECIFICATIONS
ORANGE COUNTY PUBLIC WORKS
YALE TRANSITIONAL CENTER
Santa Ana, California

Basis of Design (BOD)
Prepared by: IDS Group, Inc.
October 28, 2019
# Table of Contents

Site Map

1.0 Architectural

2.0 Structural

3.0 Civil

4.0 Mechanical

5.0 Plumbing

6.0 Electrical

7.0 Landscape
ORANGE COUNTY PUBLIC WORKS
YALE TRANSITIONAL CENTER

Santa Ana, California

1.0 Architectural Basis of Design (BOD)
Prepared by: IDS Group, Inc.
October 28, 2019
Codes

- 2016 California Building Code (CBC)
- 2016 California Electrical Code (CEC)
- 2016 California Mechanical Code (CMC)
- 2016 California Plumbing Code (CPC)
- 2016 California Energy Code (Title 24)
- 2016 California Fire Code (CFC)
- 2016 California Green Code (CGC)
- 2016 California Referenced Standards
- Latest Orange County, Code of Ordinances, Plumbing Code
- Latest NFPA 13 Standards for Fire Sprinkler Systems
- Latest NFPA 72 National Fire Alarm Code
- Latest NFPA 110 Standards for Emergency and Standby Power Systems
- ADA Standards for Accessible Design – Code Regulations (Including Amendments)
- State of California Public Utilities Commission (CPUC)
- Santa Ana Department of Water
- City of Santa Ana Department of Building and Safety
- Latest City of Santa Ana amendments to 2016 California Plumbing Code.
- Occupational Safety and Health Administration (OSHA)
PROJECT DESCRIPTION

1.0 Architectural

A. Pursuant to 2016 California Building Code, Chapter 11B, Sec. 202.4 Exceptions 7, this project will require ADA upgrades.

B. The location of the property that was recently purchased by the County of Orange is 2229 South Yale Street, Santa Ana, Ca 92702. The scope of the project is to covert and renovate this existing 64,000 square foot two-story commercial office building, located on approximately 2.3 acres in the City of Santa Ana. The Shelter multi-service facility will house approximately 425 people (men and women). The renovation will include restrooms, showers, and dormitory style sleeping areas for both men and women. The second floor will consist of a separate sleeping area space with private showers and restrooms. Additionally, the facility will have a security intake area, full commercial kitchen, dining area, laundry facility, admin offices, and storage. A specified location outside the building within the property will be allocated for a Mobile Clinic vehicle to be parked to provide requested services by the operator.
C. 2229 South Yale St. is a fully developed 2.82-acre parcel occupied by a two-story tilt-up concrete industrial/office building ringed by surface parking areas fronting the east side of Yale St. in Santa Ana, California.

D. Floor areas of the existing building are approximately:

1st floor 40,766 SF
2nd floor 19,472 SF

E. Program objectives for the conversion of the building to use as a homeless shelter are as follows:

1. Secured intake/reception entry points, located for proximity to the shuttle van drop off area along the rear yard area
2. Shelter for a maximum of 425 adults (approx. 285 men/140 women) with sleeping facilities to be in four dorms, two for men, one for women and that could be for couples or either men or women – provide dressing areas adjoining the bathing facilities
3. Participants can have dogs – no cats
4. Separate bathing facilities for men and women
5. Common dayrooms/dining facilities
6. Laundry facilities
7. Commercial kitchen with walk-in refrigerator/freezers and pass-through serving counter to dining facilities
8. One individual storage locker for each participant – Provided by Operator
9. Staff office areas – locate on the ground floor closest to Yale St.
10. Respite room(s) adjacent to entry points and staff only area
11. Locked supplies storage area(s) and maintenance room(s)
12. Janitorial room(s)
13. Mechanical, electrical, and IT rooms – “staff only” secured
14. Elevators – 4,500# sized to allow a gurney to fit within the cab. Service type elevators (durable finish / vandal resistant) to transport large numbers of people.
15. Circulation space – horizontal and vertical with exit stairs by existing stairs and new stairs.

F. Program objectives for the site are as follows:

1. Staff and visitors will park in the front parking lot; program participants with vehicles will park in the rear parking lot – use of side parking lots to be determined
2. Program participants will arrive in their own vehicles or in shuttle vans – participant building entry point should be located on a rear elevation
3. There should be two outdoor terraces for participants with tables and chairs – one non-smoking, one allowing smoking (to be determined: family only outdoor terrace?)
4. Provide secured storage area for participants to keep belongings in individual rubber tubs provided by operator
5. As required by building code, bicycle racks to be provided by operator.
6. Side and rear yard to be fenced and gated
7. Landscape improvements should be designed to minimize conflicts with neighbors and be practical to maintain.
8. The authority having jurisdiction (AHJ) is the County of Orange
9. The County Zoning Code permits the proposed use by right– discretionary action involving public hearings are not anticipated.
G. The Project will require a change of occupancy and hence will be subject to the current California Building (CBC), Mechanical (CMC), Plumbing (CPC), Electrical (CEC), Fire (CFC), and Orange County Public Health Codes – the project schedule anticipates that permits will be sought before the 2019 code cycle takes effect.

H. The scope includes compliance with the Americans with Disabilities Act as set forth in the California Building Code.

1.1 Building Code Summary and Applications

A. Building Summary
1. Lot Area: Approx. 122,801 SF
2. Primary Occupancy: A-2 with R-2, B, and S-1 Occupancies)
3. Type of Construction: III B
4. Building height limit= Two Stories at 80 feet (Actual: Two Stories at 27’-6” Approx) – No Change to Building Height
5. Existing Building Area:
   a. First Floor = 41,322 SF Approx
      i. Remodel consists of Men’s Dorm 1 and 2; New Kitchen and Dining Room; Office Area; Health Center, Restrooms, Training Classroom, and Entry Check in with Laundry Room.
   b. Mezzanine (Second Level) = 20,045 SF Approx
   c. Two Steel Platforms in warehouse = 3,936 SF Approx. (to be removed)
6. New Floor Area:
   a. New 16x29 Boiler Room located at Grid G9 (464 SF)
   b. New Future Expansion including future expansion sleeping area / restrooms / new elevators / exit stairs: 12,110 SF
   c. Mobile Clinic/ Dining Patio/ Outdoor recreational area located at the perimeter of the rear and side of the facility

B. Code Summary
1. Fire Protection:
   a. Automatic Fully Sprinklered; NFPA 13 Class I Standpipe; Fire Alarm Required
2. Occupancy Separation Requirements:
   a. R-2 / S-1/ B : 1 hour
   b. R-2/ A-2 : 1 hour
   c. Laundry room over 100sf : 1 hour
   d. Storage room over 100 sf : 1 hour
   e. Sleeping / Corridor : 1 hour
   f. Elevator Lobby: 1 hour
   g. Elevator Machine Room : 1 hour
   h. Electrical / Data Room : 1 hour
   i. New Floor Assembly or Future Expansion Area: 1 hour rated with concrete and metal composite deck with structural steel beams (spacing and depth to be designed to utilize desired ceiling height of 9’-0” AFF (dropped gypsum board ceiling)
   j. Existing Floor Assembly: Mezzanine Area: Upgraded to 1 hour rated with existing topping over existing plywood over existing I-Joist with new dropped gypsum board
ceiling). Depending on condition of topping at mezzanine, replacement with 1.5” concrete topping may be required.

k. Existing Roof Ceiling Assembly Rating/ Required: 0 hours / 0 hours

l. Shaft enclosures including exit stairs are required to be 2 hour rated.
m. Exterior Bearing Walls: 2-hour rated

C. Building Design

a. Accessible Path of Travel shall be provided from public right of way to building entry and to rear entry. Curb cuts and ramps shall be provided as required to meet current accessibility code requirements.
b. Concrete slab to be removed at plumbing locations including entire footprint of kitchen to be depressed as applicable per design plans. Concrete floors will be sealed concrete in areas as specified to provide consistent floor level and any cracks shall be repaired per structural plans.
c. Concrete Masonry will be used for the first-floor walls at the restroom core locations in addition to the elevator rooms and designated walls for structural purposes. Concrete masonry to be either glazed or sealed to allow for cleaning and to discourage vandalism. In addition, CMU walls are sued at other locations as indicated in structural drawings.
d. Concrete exterior walls will have new openings cut for doors and windows per plan. Existing knockout panels will be utilized as shown in design plans.
e. Existing Stairs are to be brought into compliance with new railing extensions. New Stairs will be constructed of metal and fabricated to meet current building code.
f. Wall assemblies other than masonry are to be constructed of vandal resistant assemblies via high density sheetrock with optional fiber mesh to provide panels that can withstand abuse.
g. Flooring finishes to be sealed concrete in restrooms or wet areas, dining, and dorms. Kitchen area is to be epoxy coated or as required by health department. Carpet to be used in areas other than where participant occupy. Drawings will have room finish schedule.
h. Wall finishes to be painted with standard paint.
i. Doors and Windows: Doors used by participants will be commercial grade hollow metal doors with vandalism resistant finishes and materials including all hardware, frames, and hinges. Doors used by office personnel only shall be either standard solid core commercial grade wood doors with self-closers as applicable with appropriate corresponding gauge metal frames and/ or storefront system with self-closers with fire ratings and exiting requirements as determined in the final approved documents. New exterior doors will be storefront systems including window storefront as shown in final drawings. Windows that are existing currently are not tempered and require safety film where participants occupy such spaces. New windows shall be tempered and provide a vandalism resistance level as determined by operator and governing jurisdictions.
j. Existing roof to be removed and replaced with single ply roof (new TPO or PVC) equal performance type of roofing system over new R-30 Rigid Insulation. Alternate option
is built up roof and batt insulation at underside of roof which would require fastening of insulation to existing roof framing (2x4 roof joists not deep enough to accept full depth of batt insulation). New mechanical curbs to be located to utilize larger roof framing members to support existing and new hvac units. Abandoned roof openings not used for new mechanical ducts will be framed with new joists to provide required diaphragm per structural design.
ORANGE COUNTY PUBLIC WORKS
YALE TRANSITIONAL CENTER

Santa Ana, California

2.0 Structural Basis of Design (BOD)
Prepared by: IDS Group, Inc.
October 28, 2019
2.0 Structural

A. Roofs
1. The existing roof consists of a panelized wood roof system.
2. Existing glulam beams ranging in sizes from 5 1/8 x 18 up to 6 ¾ x 28 ½ span in the north-south direction.
3. Existing 3 1/8 x 21 glulam beams or 4 x 16 wood beams spaced at 8’-0” on center span in the east west direction.
4. Existing 2x4 sub-purlins at 24” on-center span in the north-south direction typically.
5. Existing ½” thick plywood sheathing.

B. Floors
1. Existing glulam beams ranging in sizes from 6 3/4 x 22½ up to 6 ¾ x 28½ span in the north-south direction.
2. Existing glulam beams ranging in sizes from 5 1/8 x 22½ up to 8 ¾ x 24 span in the north-south direction.
3. Existing 18” TJI joist at 16” on-center span in the east-west direction.
4. Existing 16 TJI joist at 16” on-center span in the north-south direction.
5. Existing 1½” light-weight concrete topping over 5/8” thick plywood sheathing.

C. Walls
1. Walls are tilt-up concrete panels varying between 5 ½” to 7 ¾”. Wall heights vary:

D. Structural
1. ACI: American Concrete Institute, Building Code Requirements for Structural Concrete, ACI-318-14, 2014 Edition.
6. APA: Engineered Wood Association
17. WCLIB: West Coast Lumber Inspection Bureau

2.1 Structural Design Criteria

A. Gravity Loads:
1. Dead Loads: The building shall be designed considering the weight of all materials and fixed equipment incorporated into the building, including allowances for MEP, ceiling systems, roofing materials, floor materials and partitions etc.
2. Floor Live Load: The floors shall be designed to support the unit live load of 50 pounds per square foot (psf), unless otherwise noted. Corridors above first floor shall be designed to support the unit live load of 80 psf. Stairs and exit ways shall be designed for a unit live load of 100 psf.
3. Roof Live Load: The roof shall be typically designed for a roof live load of 20 psf.
4. Partitions: 15 pounds per square foot (psf) of partition load shall be included with floor live load.
5. Reduction in Uniform Live Loads: Uniform live loads are permitted to be reduced in accordance with CBC 2016, §1607.10.
6. Deflection Limits: Structural members shall be designed to have adequate stiffness to limit deflections. The deflection of any structural member shall not exceed the values in CBC 2016, Table 1604.3, unless otherwise noted. Open web joist at the new mezzanine extension shall limit live load deflection to L/600.
7. Vibration: The new mezzanine framing shall be designed in accordance with Floor Vibration Due to Human Activity – Steel Design Guide Series 11 developed by AISC (American Institute of Steel Construction).

B. Seismic Loads: (the following is subject to modification pending the findings of final geotechnical investigation report):
1. Risk Category: III
2. Seismic Design Category: D
3. Soil Profile Type: Site Class D
4. Seismic Importance Factor = 1.25
5. Seismic Ground Motion Values: Ss = 1.508 g ; S1 = 0.558 g, SDS = 1.006 g ; SD1 = 0.558 g
6. R , Ωo , Cd : R = 3 , Ωo 2.5 and Cd =3 (Ordinary Precast Concrete Shear Walls)
7. R , Ωo , Cd : R = 5 , Ωo 2.5 and Cd =3 ½ (Special Reinforced Masonry Shear Walls)
8. The equivalent lateral force procedures of ASCE 7-10, Section 12.8 may be applied.

C. Structural Materials:
1. Reinforced Concrete
   a. Portland cement shall be Type II/V from one source and conform to ASTM C150.
b. All concrete will utilize hard rock aggregate with an unreinforced density of approximately 145 pcf unless otherwise noted as light-weight concrete with an unreinforced density of 115 pcf.

c. Foundations, spread and continuous footings 4,000 psi unless otherwise noted.

d. Slabs on grade 4,000 psi unless otherwise noted

e. Light-weight concrete topping 3,000 psi unless otherwise noted.

f. Reinforcing steel shall be ASTM A615 grade 60, or A706 where bars are to be welded.

g. Anchor bolts for structural steel gravity columns shall conform to ASTM F-1554 Grade 36.

2. Structural Steel

a. Wide flange shapes shall be ASTM A992.

b. Steel plate used in the fabrication of connections for building framing members shall conform to ASTM A572 Grade 50.

c. Square or rectangular structural steel tubing shall conform to ASTM A500, Grade B

d. All structural bolts shall be 7/8” diameter ASTM A325-N ST unless noted otherwise on the drawings.

e. All grout for structural steel base plates shall be cementitious non-shrink grout with a compressive strength of 7,000 psi minimum at 28 days.

3. Reinforced Concrete Masonry

a. Concrete masonry units shall be double open-ended medium weight units conforming to ASTM C90 and shall have a minimum compressive strength of 1,900 psi.

b. Aggregates shall conform to ASTM C144 for mortar and ASTM C404 for grout.

c. Mortar shall be Type S conforming to ASTM C270 and shall have a minimum compressive strength of 1,800 psi.

4. Wood Framing

a. Wood members shall be Douglas Fir-Larch per WCLIB visually graded dimension lumber as shall be surface dry (19% moisture content maximum). Structural framing members shall be S4S and grade marked by an approved lumber agency that complies with DOC PS 20 as follows unless otherwise noted: (A) All wood members (except Item B) shall be No. 1, (B) studs, plates, blocking, bridging and bracing No. 2

5. All structural bolts shall be 7/8” diameter ASTM A325-N ST unless noted otherwise

6. Mechanical and Epoxy Anchors

a. Mechanical anchors – Hilti Kwik Bolt TZ carbon steel anchors (ICC ESR-1917)

b. Epoxy anchors – Threaded rod conforming to ASTM F-1554 Grade 36 in conjunction with the Hilti HIT-RE 500 V3 adhesive anchor system (ICC ESR-3814)

7. Metal Stud Framing

a. Metal framing shall be formed from corrosion-resistant steel conforming to requirements of ASTM A653, 50 ksi. minimum UNO.

b. Metal framing shall be zinc coated in conformance to requirements of ASTM A926, G60.

c. Framing fasteners shall be minimum #10 self-tapping and self-drilling wafer-head screws unless noted otherwise on the drawings.
d. Manufacturers shall be current members of the Steel Stud Manufacturing Association (ICC ESR-3064P)

2.2 Structural Proposed Work


1. Provide sub-diaphragms with continuous ties or struts around the entire roof perimeter to distribute anchorage forces into roof diaphragm.

2. Along the entire roof perimeter install an L4x4 continuous angle above the roof. Attached to the existing concrete wall with concrete screw anchors and with screws to the existing plywood sheathing.

3. Strengthen drag connections along grid B and F at the roof level.

4. Remove existing rooftop equipment platforms at all relocated equipment and infill existing roof penetrations.

5. Remove existing rooftop equipment platforms at all demolished equipment and infill existing roof penetrations.

6. Provide new wood rooftop equipment platforms at all equipment. Provide new framed duct openings at existing 2x4 framing.

7. Provide new mezzanine extension in the area bounded by grids 6.1, 13, C.4 and F

8. Provide new mezzanine extension in the area bounded by grids 1, 3.7, C.4 and D.

9. Provide out-of-plane wall anchorage at the existing mezzanine level along grids A, 1 & 13. Remove all of the existing lightweight topping then replace.

10. Provide new boundary plywood screws along the ledger of the existing mezzanine.

11. Strengthen drag connections along grid B, 6 & 8 at existing mezzanine.

12. Provide new CMU walls and HSS columns supported on shallow foundations to support the new mezzanine extensions. CMU walls will serve as shear walls.

13. Strengthen approximately 4 interior existing spread footings by enlarging the footings at the deficient foundations.

14. Add grade beams as required at existing interior concrete shear-walls at lines 6 and 8.
15. Provide new concrete slab on grade at all depressed floor areas.
16. Provide new steel framed stairs at grids F/6.1 and B/7.
17. Strengthen exterior concrete walls at all new openings with steel strong-backs.
ORANGE COUNTY PUBLIC WORKS
YALE TRANSITIONAL CENTER

Santa Ana, California

3.0 Civil Basis of Design (BOD)
Prepared by: IDS Group, Inc.
October 28, 2019
3.0 CIVIL BASIS OF DESIGN

Codes

- 2016 California Building Code (CBC)
- 2016 California Plumbing Code (CPC)
- 2016 California Fire Code (CFC)
- 2016 California Referenced Standards
- County of Orange, Grading Ordinance
- County of Orange, Water Quality Management
- County of Orange Hydrology Manual
- California Regional Water Quality Board NPDES
- City of Santa Ana Utility Department (Water and Sewer)
- Occupational Safety and Health Administration (OSHA)

Standards

- American Society of Testing and Materials (ASTM)
- APWA Standard Plans for Public Works Construction
- Standard Specifications for Public Works Construction (Greenbook)
- AWWA Water Standard Plans
- City of Santa Ana Standard Plans for Water Construction
- City of Santa Ana Standard Plans for Sewer Construction
- County of Orange Standard Plans for Public Works Construction
- County of Orange Water Quality Management Plan (WQMP) – Best Management Practices
- County of Orange requirements for ADA accessibility
PROJECT CIVIL SITE IMPROVEMENT ELEMENTS:

The site improvement elements for the project that are exterior to the building can be categorized as follows:

- Site Utilities
- Parking Lot Rehabilitation & Hardscape Improvements
- Exterior ADA Path of Travel

Site Utilities

A new on-site sewer system will be required for the project which will include new on-site sewer mains, a grease interceptor, sewer clean outs, a manhole, and a new lateral connection at the public sewer main.

The City of Santa Ana maintains an existing 10 inch VCP sewer main within Yale Street just west of the centerline of the street which is about 10 feet deep. Video inspection indicates that the existing 6 inch VCP sewer lateral tying into the sewer main has been damaged over time and joints have become separated; therefore a new sewer 6 inch VCP sewer lateral shall be constructed within Yale Street from the 10 inch main to a new manhole constructed on-site. Also the City of Santa Ana recently resurfaced Yale Street, therefore, street resurfacing over new sewer trenches shall be per City of Santa Ana Standard 1151 and the new sewer lateral shall be per City Standard 1204.

A new grease interceptor is proposed just north of the building adjacent to the kitchen interior to the building, and the main sewer discharge exiting the building will come from the center of the building and flow westerly; see the plumbing section of this document. The proposed on-site sewer linking up these elements can be an HDPE SDR 35 pipe and the junction where the laterals meet shall have a manhole to allow for maintenance.

Currently there are two Fire Laterals that tie into the existing city water main within Yale Street, one lateral located at the north provides service to an existing fire hydrant at north west corner of the building; the second provides service to the fire hydrant on the south west corner along with a fire hydrant to the rear of the building. The existing fire laterals can be utilized for the project; however additional appurtenances such as DDCs and PIVs will be required. It should also be noted that the fire hydrant at the rear of the building will require relocation to a spot further away from the structure.

The existing domestic 3” water meter on Yale Street can be used for the project, however, a new backflow device will be required. The water main after the meter will be increased to a 4” main and a 4” RPB will be installed.

The City of Santa Ana will require a new landscape irrigation meter, since the original meter no longer meets their standard. Trench resurfacing will be per City Standard 1151 since the street was recently repaved.

At the time of preparing this document, the available flow information for the water system was as follows: static pressure in the city main is 88 psi and the flow rate at 20 psi is 5479 gpm.
The construction of storm drains is not anticipated for this project.

A new Gas Meter will be required to provide service to the new building from the natural gas main on Yale Street, this will require coordinating with Southern California Gas Company.

**Parking Lot Rehabilitation & Hardscape**

Minor improvements to the parking lot are required, these improvements are a combination of either grind and overlay, removal and replacement, slurry seal, and parking lot striping. Additional walkways, curb, gutter, hardscape and landscape to facilitate exterior elements planned by the architect will be required. It should be the goal of the design team to minimize the amount of disturbed areas that expose the subgrade in order to eliminate the need for implementing storm water quality treatment measures; however, if it’s not feasible to keep the exterior elements of the project within the definition of maintenance, a WQMP may be required along with the associated structural best management practices.

**ADA Path of Travel**

The design team will be required to provide additional parking spaces depicted on the Architectural Site Plan along with the associated striped path of travel to the building. This may require the design team to remove and replace asphalt pavement at grades compliant with ADA requirements. An ADA compliant walkway to the public right of way on Yale Street to the entrance of the building and circulating around the outside of the building to each door will be required.
ORANGE COUNTY PUBLIC WORKS
YALE COMMUNITY SHELTER
Santa Ana, California

4.0 Mechanical Basis of Design (BOD)
Prepared by: IDS Group, Inc.
October 28, 2019
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MECHANICAL BASIS OF DESIGN

1 PURPOSE:

This document represents the Basis of Design for the Mechanical discipline for the subject project, as described below. It is a draft and preliminary conceptual document covering the mechanical design intended for the project. The design concept is subject to change upon further meetings and review with the Orange County Public Works team and the Architect.

2 PROJECT SUMMARY AND DESCRIPTION

The Project consists of renovating and repurposing an existing industrial building into a programmed two-story residential shelter for displaced men and women participants in the Orange County community.

3 APPLICABLE CODES AND STANDARDS

The latest of the following Codes and Standards will be adopted for the project design.

- AB 1881 California Model Water Efficient Landscape Ordinance
- CEC California Electrical Code 2016
- CBC California Building Code 2016
- CFC California Fire Code 2016
- CMC California Mechanical Code 2016
- CPC California Plumbing Code 2016
- NEC National Electrical Code 2014
- NFPA National Fire Protection Association, Section 96
- UL Underwriters Laboratories, Inc.
- ASTM American Society for Testing and Materials
- ANSI American National Standards Institute
- NEMA National Electrical Manufacturer’s Association
- ADA Americans with Disabilities Act
- OSHA Occupational Safety and Health Administration
- EPA Environmental Protection Agency
- ASHRAE American Society of Heating, Refrigerating and Air Conditioning Engineers
- SMACNA Sheet Metal and Air Conditioning Contractor’s National Association

The City of Santa Ana amendments to California Building Codes.
4 MECHANICAL BASIS OF DESIGN

4.1 Description of Mechanical Services

4.1.1 Building Envelope Analysis

The existing building envelope will be upgraded with more energy efficient windows and roof insulation. The preliminary analysis indicates that the envelope will comply with Title-24 requirements once these improvements have been made. No enhancements to existing exterior wall will be required to comply with Title-24.

4.1.2 Roof Equipment

HVAC equipment serving the both first floor and second floor is a combination of existing heat pump roof top units (RTUs), new split systems and new DOAS units. Majority of the existing HVAC units are past useful life and will be removed and the ones that aren’t shall remain and be reused. Existing roof penetrations exposed by removal of equipment and not reused will be filled in when the roof is replaced.

Kitchen design and equipment requirements have not been finalized. In general, the kitchen and support areas will be served by a combination of new gas electric package units and existing heat pumps. Kitchen refrigeration rack will be located on the roof. Make up air and grease exhaust will be roof mounted.

Kitchen hood shall utilize demand control ventilation with variable speed exhaust and makeup air fans. Kitchen hood manufacturer shall provide the fan controls, including VFD’s mounted in the hood power panel. Grease fans shall be UL rated 762 and shall include upblast design, extended ventilated curb with hinged cap, grease capture system. Grease duct shall be welded stainless steel.

Dedicated Outside-Air System (DOAS) units will be utilized to maintain air quality. Ventilation criteria exceeds the capacity of standard roof top package equipment and split systems. DOAS units are DX cooling with variable capacity compressors, modulating gas heat and DX condenser reheat to provide tempered (room temperature) and dehumidified supply air directly to the space. In-addition-to, the DOAS units serving Dining, Transitional Room, Women’s Dorm and Future Expansion area shall have energy recovery wheel (ERV). Ventilation design criteria is as follows:

1. Sleeping areas: Provide 1.5x standard ventilation. The space ventilation rate is based on 22.5 cfm per person. Exhaust system will match the ventilation system capacity. DOAS airflow is variable and will utilize a volatile organic compound (VOC) transmitter as the control signal. Relief exhaust will modulate to maintain a slightly positive pressure in the space. T24 was modeled with standard ventilation and the excess ventilation was treated as process load.

2. Dining area ventilation is based on 14.3 cfm/person.
3. Other areas: Code minimum ventilation is the larger value of T24 and ASHRAE 62.1

4. Restrooms will be served by VRF system with airflow capacity for cooling and heating. The make-up air for the exhaust fan shall be provided by transfer air transferred from adjacent spaces.

Exhaust fans shall be curb mounted, upblast style. Direct drive EC motor fans shall be used. If fan size is not available in direct drive, then provide a belt drive fan with variable frequency drive (VFD).

4.1.3 Conditioning for individual Areas, 1st floor

The first floor Men’s Dorm 1 & 2 will be cooled through use of Variable-Refrigerant-Flow (VRF) split systems. Dorm areas have gyp-board ceilings. Concealed, ducted fan coils are decoupled from the tempered ventilation system. Access panels will be provided where required for access to fan coil controls, refrigerant connections and fan motors. Return filter grilles with standard size filters (e.g. 24x24, 12x24) will be used so that filter changeouts do not require ceiling access. Locations and quantity of fan coils are based on available ceiling space between structural beams.

Provided the increased ventilation rate does not satisfy the space conditions. A carbon filter fan shall be installed in the future as a secondary support system in conjunction with the DOAS unit. Carbon filter/fan units will be placed above ceilings or in soffits for odor control. These units are standalone. Fans will have variable frequency drives or EC motors for variable speed control. These air handlers are time scheduled to operate at low speed at night (for low noise levels) and high speed during the day. Intake air will be thru filtered return grilles.

Ventilation air from the DOAS will be delivered along the perimeter walls of the sleeping areas. Exhaust air will be extracted along the opposite perimeter walls.

The reception area will be conditioned by a split system interlocked with a booster fan providing OSA.

The staff office areas will receive outside air from a DOAS, and will incorporate a VRF system to serve each zone. Exhaust air will be extracted at the exterior perimeter walls.

The dining area will be conditioned by one DOAS and two RTUs. Exposed ductwork will be round fabric “Duct Sox”. Because the kitchen and dining areas are open spaces with short return ducts, economizer relief will be barometric. Dining ventilation air is used as transfer air to the kitchen exhaust. DOAS augments the ventilation capacity of the existing RTU’s. RTU’s provide “minimum” ventilation and economizer operation DOAS airflow is modulated based on space VOC, similar to the
dormitories. DOAS includes a heat recovery wheel and exhaust fan. Exhaust fan airflow is modulated to maintain a positive space pressure relative to the kitchen.

Respite, Main Resident Entrance, Check-in, Laundry-fold and Washing area are to be served by a single RTU.

Laundry is cooled by a DOAS providing the makeup air for the dryers. Dryer exhaust is vented directly thru the exterior wall.

Restrooms are mechanically ventilated. Exhaust rate is 50 cfm per toilet stall and showers are 0.5 cfm/sqft. Makeup air will be air transfer from adjacent conditioned space and DOAS supply.

Split system heat pumps will serve:
1. Elevator machine room
2. Data rooms.

4.1.4 Conditioning for individual Areas, 2nd floor

Both Women’s day rooms will be served by an existing RTU

The second floor Transitional Dorm, Women's Dorm and Future Expansion will be cooled through use of Variable-Refrigerant-Flow (VRF) split systems. Dorm areas have gyp-board ceilings. Access panels will be provided where required for access refrigerant connections and fan motors. Return filter grilles with standard size filters (e.g. 24x24, 12x24) will be used so that filter changeouts do not require ceiling access. Locations and quantity of fan coils are based on available ceiling space between structural beams.

Provided the increased ventilation rate does not satisfy the space conditions. A carbon filter fan shall be installed in the future as a secondary support system in conjunction with the DOAS unit. Carbon filter/fan units will be placed above ceilings or in soffits for odor control. These units are standalone. Fans will have variable frequency drives or EC motors for variable speed control. These air handlers are time scheduled to operate at low speed at night (for low noise levels) and high speed during the day. Intake air will be thru filtered return grilles.

Ventilation air from the DOAS will be delivered along the perimeter walls of the sleeping areas. Exhaust air will be extracted along the opposite perimeter walls. DOAS will have power exhaust and heat recovery between relief air and ventilation air.

Restrooms are mechanically ventilated. Exhaust rate is 50 cfm per toilet stall and showers are 0.5 cfm/sqft. Makeup air will be air transfer from adjacent conditioned space and DOAS supply.

4.1.5 Control System
By reference, specifications contained within the most current version of the County of Orange Public Works OC Facilities Design and Construction A&E Project Management "Architect – Engineer Guide" will apply

1. Design Criteria 22 – Building Automation System (section 15950)
2. Design Criteria 24 – General Commissioning Requirements (019110)

Where this facility deviates from Design Criteria 22 is that OCPW has instructed that the building controls will not be connected to the OCPW EMS. Controls shall be stand alone. Devices shall have IP interfaces and shall be connected to the building’s local area network so that the system can be accessed thru web browsers by administrative/facility staff for schedules and monitoring. Items within the specification that do not apply to Yale include supervisory control, Niagara software and LON controllers. However, panel space and IP infrastructure shall be provided so that supervisory controls can be added in the future. Installation practices from the OC criteria apply.

VRF systems shall include

1. Upper level network that interconnects the various VRF systems
2. One or more graphical display units as needed for the number of systems.
3. Web interface gateway
4. Network accessory devices such as I/O modules for interlocks with DOAS equipment.
5. Each fan coil shall have a built-in temperature sensor at the unit and be provided with a wired controller. Wired controllers shall have remote sensors where noted below and (vandal proof where necessary).
6. Pan overflow switches that alarm to the controller, graphic interface and web interface.

DOAS. The on-board controller shall be an IP based controller/web server. Utilize the VRF manufacturer’s accessory network controls for interlocks between the VRF and DOAS.

RTU’s. Either new or existing. Utilize IP based thermostat/controllers. Viconic is an example. Features shall include:

1. Web access
2. Operation of economizer
3. Multiple stages of heating and cooling
4. Demand control ventilation including damper adjustment with both fan staging and CO2. CO2 sensor may be integral to the thermostat or a separate device wired to the thermostat.
5. Remote temperature sensor. Controller shall be remote from space and protected from vandalism.
6. Connections for external dry contract to switch between occupied and unoccupied modes. Refer to section below on occupancy sensors.

7. ADR
   Modify existing economizers as necessary to be compatible with the controller. Example is replacing the damper actuator with a controller compatible actuator.
   Economizer exhaust fans shall be controlled from space pressure.
   Provide an interlock that will disable economizer exhaust when the RTU is off. Economizer exhaust fans shall have VFDs for speed modulation.

Exhaust fans shall be equipped with the exhaust fan manufacturer’s EC motor controller/transformer and transmitter. For space pressure applications, the transmitter scale must be adjustable to allow for a pressure differential transducer with a range of 0.1”. 0-10” range sensors are not acceptable. Replace transducer with a 0-0.1” indicating transducer such as a Dwyer 605.

Operation concepts

Systems in public spaces operate 24/7. Systems shall stage and modulate to maintain comfort and minimize energy consumption. Fans for new equipment shall be variable speed, either utilizing ECM motors or variable frequency drives. Includes DOAS, RTU’s, Carbon filter fans, VRF fan coils (3 speed ECM) and exhaust fans.

Since the building operates 24/7, spaces shall be switched to unoccupied based on occupancy sensor status. Location, selection and installation of occupancy sensors shall be the responsibility of the mechanical design/build contractor. However, there may be opportunities to utilize lighting control system for occupancy status. It is the responsibility of HVAC design/build contractor to coordinate with the electrical contractor if lighting control is to be used.

Temperature sensing in public areas. There shall be no operable controls in public spaces such as dormitories or dining. Temperature sensing shall utilize a stainless-steel switch-plate thermistor hardwired to the controller. Controllers shall be located remote from the spaces and labeled for the zone served. VRF remote sensors may be something other than a switch-plate style. Anything breakable shall be enclosed in an epoxy coated steel wire cage.

CO2/VOC sensing in public spaces. Wall mounted in breathing zone and enclosed in an epoxy coated steel wire cage.

DOAS/VRF systems

VRF fan coils are only intended to control space loads (envelop, people, lights and miscellaneous loads). Ventilation load is provided by the DOAS. Even though the DOAS provides dehumidification, the VRF fan coils will have a condensate drain system including condensate pumps.
DOAS airflow control is variable, controlled between a minimum airflow and upper airflow boundary in response to space VOC. The minimum bound is required to provide pressurization for fixed flow exhaust systems. The minimum bound has two steps that are time scheduled to correspond to restroom exhaust fans with the intent of reducing nighttime exhaust and ventilation.

1. High ambient temperature. Supply air is controlled to maintain approximately room temperature air in the range of 68 to 72 degrees. Temperature reset below 68 will be allowed when outdoor temperature is high to offset space cooling loads.
   a. Dewpoint above 50 degrees. Air leaving the cooling coil is dehumidified to a 50 degree dewpoint and reheated with hot gas reheat to supply air temperature set point.
   b. Dewpoint below 50 degrees. Air temperature leaving the coil is reheated with hot gas reheat to supply air temperature set point.

2. Low ambient temperature. Supply air is controlled by modulating the gas fired heater to maintain approximately room temperature air in the range of 68 to 72 degrees. Temperature reset above 72 degrees will be allowed when outdoor temperature is low to offset space heating loads.

3. DOAS serving same space as an RTU. DOAS can provide economizer mode for the RTU.

Exhaust systems

1. Relief fans for areas served by DOAS will modulate to maintain space pressure. Target pressurization of spaces is +0.03" w.c. fans are interlocked to the DOAS in the same space. This is true for fans that are internal to DOAS with heat recovery wheels.

2. Exhaust fans serving restrooms will be set for two speed operation via time schedule to reduce airflows at nighttime. EC motor control used to balance the high and low airflows and switch between the two speeds.

3. Grease fan and makeup air fan are VFD modulated thru the grease hood controller.

4. Individual restrooms with ceiling fans. Manual on, auto off based on occupancy sensor status. Interlock to light switch for control. EC motor control used to balance the fan, but fan will run at fixed airflow.

5. Electrical Room: Temperature sensor tied to EC motor controller will vary fan speed in proportion to room temperature for ventilation.

6. Laundry: interlocked to the DOAS that serves it. Laundry exhaust shall be space pressure controlled so that the DOAS can provide makeup to the laundry.

Miscellaneous alarm monitoring. Utilize accessory I/O connected to the VRF system to provide alarms for various anon HVAC systems. Include the following:

1. Water heater leak detectors for water heaters that are interior to the building
2. Generator running using either a current switch or dry contacts on transfer switch (if available)
3. Data room temperature
4. Data room fan coil leak detectors
5. Condensate pump leak detectors.
ORANGE COUNTY PUBLIC WORKS
YALE PROJECT

Santa Ana, California

Plumbing Basis of Design (BOD)
Prepared by: IDS Group, Inc.
October 28, 2019
PLUMBING BASIS OF DESIGN

Codes

- 2016 California Building Code (CBC)
- 2016 California Electrical Code (CEC)
- 2016 California Mechanical Code (CMC)
- 2016 California Plumbing Code (CPC)
- 2016 California Energy Code (Title 24)
- 2016 California Fire Code (CFC)
- 2016 California Green Code (CGC)
- 2016 California Referenced Standards
- Latest Orange County, Code of Ordinances, Plumbing Code
- Latest NFPA 13 Standards for Fire Sprinkler Systems
- Latest NFPA 72 National Fire Alarm Code
- Latest NFPA 110 Standards for Emergency and Standby Power Systems
- ADA Standards for Accessible Design – Code Regulations (Including Amendments)
- State of California Public Utilities Commission (CPUC)
- Santa Ana Department of Water
- City of Santa Ana Department of Building and Safety
- Latest City of Santa Ana amendments to 2016 California Plumbing Code.
- Occupational Safety and Health Administration (OSHA)

Standards

- American National Standards Institute (ANSI)
- American Society of Testing and Materials (ASTM)
- America Society of Mechanical Engineers (ASME)
- American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE)
- Association of Edison Illuminating Companies (AEIC)
- Certified Ballast Manufacturers (CBM)
Electrical Testing Laboratories (ETL)
Electronic Industries Association (EIA)
Illuminating Engineering Society of North America (IESNA)
Institution of Electrical and Electronics Engineers (IEEE)
Insulated Power and Cable Engineers Association (IPCEA)
International Electrical Testing Association (NETA)
National Fire Protection Association (NFPA)
Underwriters’ Laboratories (UL)

Project Plumbing Goals

The focus of the plumbing system design is to reduce domestic water consumption and the resulting wastewater production. Low-flow fixtures will be utilized to reduce the domestic water demand and meet the requirements of California Green Code.

Plumbing Domestic Water System Description

Building will have a new 4” water main. Estimated peak flow is 250 GPM. The domestic water system will be treated by an anti-scale device (water conditioning system). Building pressure regulator shall be a three-valve manifold consisting of three pilot operated automatic control valves. Two main valves sized for 125 gpm and a low flow valve sized for 10 gpm.

Domestic Hot and Cold Water

Pipe sizing criteria is based on maintaining a minimum pressure of 25 psi at 5 feet above the mezzanine level, with a water pressure of 65 psi leaving the pressure regulator. Domestic water velocity criteria are as follows:

- Cold water: Maximum velocity of 8 feet per second, not to exceed a pressure drop 1 psi/100 feet.
- Hot water: Maximum velocity of 5 feet per second for supply lines and 2 feet per second for the hot water return lines.

Hot water return shall be applied to minimize dead legs. Gang lavatories shall have the circulation line in the access space behind the lavatories so that dead leg is no more than 12” long. Restrooms with single lavatories shall have a dead leg not to exceed 10 feet of ½” pipe. Hot water supply and return piping shall be insulated. Insulation of outdoor hot water supply and return pipe shall be covered with aluminum jacket. Hot water supply to fixtures and drains below fixtures shall be insulated for burn protection.

Gas fired water heating equipment are selected because they can provide a large quantity of hot water at a more economical rate, ease of maintenance and is OCPW’s preference.
Domestic hot water systems shall consist of a storage tank and domestic water heating equipment. Domestic hot water will be stored at 140°F. It is required that domestic hot water generation and storage shall be at 140°F to avoid the chance of legionella bacteria breaching. Hot water supply from the storage tank shall flow through a thermostatic mixing valve, delivering 120°F to the building loops, and shall be tempered to 105°F at lavatories and showers. Laundry and service sinks shall have 120°F hot water delivery.

Kitchen water heater shall store and deliver 140°F hot water to fixtures. Hand sinks shall be tempered at the faucet to 105°F.

Main hot water system serves the dormitory restrooms and auxiliary systems. The system shall consist of a 1,000-gallon vertical storage tank and two 1100 MBH non-condensing hi efficiency Cu-Ni tube water heaters. Domestic hot water supply to dormitory shall maintain at 120°F. Hot water return pump shall be variable speed with internal temperature sensor, controller and to connect to the local BMS.

Water heater thermal efficiency shall be minimum of 87% and NOx maximum of 20 PPM. Unit shall meet the requirements of ASHRAE/IESNA 90.1 and the California Energy Commission.

Storage tank shall be 125PSI ASME, R8 insulation, glass lined and will include tapping’s for supply, cold water, return, drain, magnesium anodes, manhole. Tank shall be provided with support legs and base plates.

Kitchen hot water system sizing is to be determined. Water Heating equipment is expected to be approximately 300 MBH input with 119 gallons storage capacity. A gas fired water heater will be in the Kitchen janitor room. Water sizing will be per food service drawings and County Health Department Requirements.

**Sanitary Waste and Vent**

Staff restrooms, staff sinks and drains, and kitchen plumbing fixtures will be connected to a gravity sanitary waste and vent system. Floor cleanouts will be installed at 100 feet on center maximum as required by code, wall cleanouts will be provided in sufficient locations to allow for the maintenance and upkeep of the sanitary system. Wall cleanouts will be provided in the vent pipe above each lavatory and urinal. Sewer will slope at 1/4 inch per foot (2%). Depth of new sewer laterals are deep enough to avoid running a sloped shallower than 2%.

Restrooms serving the dormitories shall be served by a gravity sanitary waste and vent system. Water closets, Urinals, Lavatories, showers, floor drains and drinking fountains shall connect to the gravity waste system.

Condensate waste from cooling coils and other mechanical equipment shall be discharged as an indirect waste into an approved waste receptor. A secondary condensate pan or drain shall be used on cooling equipment located above ceiling spaces except VRF fan coils shall be provided with condensate pumps and overflow switches. Primary condensate drain from this equipment shall be routed to an indirect waste receptor or approved point of disposal. Secondary drain shall terminate in a visual location.
A “T” clean-out fitting shall be installed at all 90˚ turns in main condensate line. Condensate lines located inside the building shall be insulated to prevent condensation from forming on the piping.

Kitchen will have a 4” heat traced and insulated grease line at 2% slope to a grease interceptor located at the north side yard. Interceptor is expected to be 1,500 gallons with a sample box and vent back to the building. Grease waste load is estimated to be 64 drainage fixture units.

**Storm Drainage (SD/OD)**

Existing roof drainage uses scuppers on the back (east) side and piped main and overflow on the front (west) side. Drain and overflow shall spill to grade. No changes to the existing are anticipated. New drains will be required for new exterior additions. All storm and overflow piping will be sloped as required by code and route to an approved point of disposal or the point of connection provided by the civil engineer.

**Natural Gas System**

Natural gas will be served to domestic water heaters, laundry clothes dryers, commercial kitchen equipment and mechanical roof top units.

Gas load has increased from 250 MBH to an estimated 8,000 MBH. Gas meter will be replaced and a new 5 psig distribution system will be run above the roof. Regulators will be installed above the roof at each gas fired appliance. Gas regulators for the hot water heaters will be located at the heater.

Kitchen gas will include an automatic shut off switch from the kitchen fire protection system.

**Staff Plumbing Fixtures**

Low flow plumbing fixtures have been selected to meet Cal Green code.

**Urinals**

High efficiency 0.125 gallon per flush (GPF) urinals shall be provided, equipped with hand operated flush valves.

**Water Closets**

Single flush 1.28-GPF water closets shall be provided, having hand operated flush valves.

**Lavatories**

Restroom lavatories will be specified with low flow faucets which will supply hot and cold water. Sensor activated faucets will be installed in the restroom lavatories that limit water consumption to 0.20 GPC. Vitreous china lavatories will be specified.

**Mop Sinks**

Mop sinks shall be provided with heavy duty faucet, mop bracket, hose, and curb.

**Plumbing System Preliminary Equipment List**
Plumbing List

Piping

- Drain/Waste/Vent Drainage (above ground): Cast Iron No Hub
- Drain/Waste/Vent Drainage (below ground): Cast Iron No Hub wrapped with foam tape
- Drain at kitchen: Stainless steel for carbonated drink waste and floor drains/floor sinks.
- Potable Water (above ground): L-Cu Distribution Piping with soldered sweat fittings
- Potable Water (below ground): K-Cu Distribution Piping with brazed fittings
- Condensate: DWV-Cu Drainage Piping with sweat fittings and press copper fittings.
- Insulation:
  - Fiberglass w/ PVC jacket. Aluminum jacket over insulation on outdoor pipe
  - Condensate drain – ½” neoprene insulation.

Staff Fixtures and Connections

- Water Closets: Floor Mounted, Single Flush Valve Toilets
- Urinals: 0.125 gallon per flush
- Lavatories: Low-Flow flow 0.20GPC
- Mop Sinks
- Floor Drains
- Hose Bibbs
- Drinking Water Dispenser
- Break Room Sink

Security Plumbing Fixtures

Restroom fixtures (water closets, urinals, lavatories, showers) serving the dormitories shall be by ligature resistant stainless steel with Enviro Glaze finish. Security plumbing fixtures shall be provided with push button type mechanical metering faucet, shower heads and mechanical flush valves per latest California green code flow rate requirements.

Commercial Kitchen Plumbing Equipment

- Floor sinks and floor drains – stainless steel
- Commercial Kitchen Grease Interceptor and dedicated storage type gas water heater.

Staff (conventional fixtures), resident restrooms (security fixtures) and kitchen plumbing fixtures shall comply with latest California Green Code water conservation and ADA requirements. Water Hammer
Arrestors shall be provided on quick open and close valves and solenoid valves per manufacturers’ recommendations.

Accessories

- Water Hammer Arrestors
- Trap Primers
- Check Valves
- Hot Water Balancing Valve
- Floor Cleanouts
- Wall Cleanouts
- Overflow Drain terminations with splash blocks
- Pressure Gauges
- Temperature Gauges and wells
- Floor Drains/Floor Sinks

Drinking Fountains

A Hi/LO ADA refrigerated drinking water fountain (security type, vandal resistant) with bottle filling dispenser will be provided.

Fire Sprinkler System

Fire Sprinkler drawings are AHJ deferred approval for proposed future occupancies (new development plans). Plans for all fixed fire protection equipment such as standpipes, sprinkler system and fire alarm system must be submitted to AHJ and approved by the State Fire Marshal and Fire Department before this equipment is installed. Fire sprinkler drawings shall be under deferred approval. Fire sprinkler drawings shall be submitted and approved by the Fire Prevention Bureau under a separate permit. The building shall be provided with an approved fire sprinkler system per uniform fire code with California amendments, N.F.P.A 13, 14 & 24, Fire Marshall, State and Local codes, insurance underwriters requirements, Fire Sprinkler plans and specifications. The Fire sprinkler contractor shall submit an approved and stamped set of drawings showing all sizes and locations of piping, head locations, riser, alarm, system drains, test line any other equipment required in addition. Submittal shall be made for all materials and equipment.
ORANGE COUNTY PUBLIC WORKS
YALE COMMUNITY SHELTER

Santa Ana, California

Electrical Basis of Design (BOD)
Prepared by: IDS Group, Inc.
October 28, 2019
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ELECTRICAL BASIS OF DESIGN

1 PURPOSE:

This document represents Basis of Design for the Electrical discipline for the subject project, as described below. It is a draft and preliminary conceptual document covering the electrical design intended for the project. The design concept is subject to change upon further meetings and review with the Orange County Public Works team and the Architect.

2 PROJECT SUMMARY AND DESCRIPTION

The Project consists of renovating and repurposing an existing industrial building into a programmed two-story residential shelter for displaced men and women participants in the Orange County community.

3 APPLICABLE CODES AND STANDARDS

The latest of the following Codes and Standards will be adopted for the project design.

- AB 1881 California Model Water Efficient Landscape Ordinance
- CEC California Electrical Code 2016
- CBC California Building Code 2016
- CFC California Fire Code 2016
- CMC California Mechanical Code 2016
- CPC California Plumbing Code 2016
- NEC National Electrical Code 2014
- NFPA National Fire Protection Association, Section 96
- UL Underwriters Laboratories, Inc.
- ASTM American Society for Testing and Materials
- ANSI American National Standards Institute
- NEMA National Electrical Manufacturer’s Association
- ADA Americans with Disabilities Act
- OSHA Occupational Safety and Health Administration
- EPA Environmental Protection Agency
- ASHRAE American Society of Heating, Refrigerating and Air Conditioning Engineers
- SMACNA Sheet Metal and Air Conditioning Contractor’s National Association

The City of Santa Ana amendments to California Building Codes.
4 ELECTRICAL BASIS OF DESIGN

4.1 Description of Electrical Services

4.1.1 Electrical Services

There will be one electrical metered service fed from Southern California Edison (SCE) utilizing an existing pad mounted transformer on site. Service entrance conductors will enter new outdoor concrete pad mounted type switchboard. The switchboard can support residential sleeping areas, administration offices, full cooking kitchen, two hydraulic type elevators, and HVAC systems.

Main house utility metered switchboard ‘MS' will be in the south side of the structure and enclosed weatherproof/outdoor type lockable, SCE approved enclosure. The switchboard will be protected with concrete traffic guard posts. The electrical system should be rated at 1,600 Amp, 277/480-volt, 3 phase, 4 wire. The equipment is required to have a service entrance rated underground pull section, 1,600A main ground fault protected circuit breaker section, a 1,600A distribution section with three 600A framed sections and one 225A framed section.

Transformation power will be provided to accommodate low voltage loads for 120/208V, 3 phase, 4 wire devices and peripheral office and computer equipment. The following Electrical Block Diagram and charts is an electrical load analysis describing all required loads and necessary transformation to serve the shelter.
ELECTRICAL BLOCK DIAGRAM
<table>
<thead>
<tr>
<th>PANEL NAME</th>
<th>VOLTS</th>
<th>Ø</th>
<th>SQ. FT.</th>
<th>W/SF</th>
<th>TOTAL</th>
<th>%</th>
<th>REMARKS</th>
</tr>
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<tbody>
<tr>
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<td></td>
<td></td>
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<td>1.25</td>
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</tr>
<tr>
<td>RECEPt. - CONVENIENCE</td>
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<td>3</td>
<td>11,000</td>
<td>1.00</td>
<td>11.0</td>
<td>1.00</td>
<td>11.0</td>
</tr>
<tr>
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<td>1.00</td>
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<td></td>
<td>136</td>
</tr>
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</table>

| **AREA 2**           |       |   |         |      |       |    |                                             |
| LIGHTING             | 480   | 3 | 9,800   | 2.00 | 19.6  | 1.25| 24.5                                       |
| RECEPt. - CONVENIENCE| 480   | 3 | 9,800   | 1.00 | 9.8   | 1.00| 9.8                                        |
| HVAC                 | 480   | 3 | 9,800   | 8.00 | 78.4  | 1.00| 78.4                                       |
| MISCELLANEOUS        | 480   | 3 | 100     | 3.00 | 0.3   | 1.00| 0.3                                        |
|                      |       |   |         |      |       |    | 197                                         |
|                      |       |   |         |      |       |    | 136                                         |
|                      |       |   |         |      |       |    | 136                                         |
|                      |       |   |         |      |       |    | 136                                         |

| **AREA 3**           |       |   |         |      |       |    |                                             |
| LIGHTING             | 480   | 3 | 11,000  | 2.00 | 22.0  | 1.25| 27.5                                       |
| HVAC                 | 480   | 3 | 11,000  | 12.00| 132.0 | 1.00| 132.0                                      |
| KITCHEN              | 480   | 3 | 5,034   | 95.00| 478.2 | 0.65| 310.8                                      |
| DINING               | 480   | 3 | 6,064   | 20.00| 121.3 | 1.25| 151.6                                      |
|                      |       |   |         |      |       |    | 748                                         |
|                      |       |   |         |      |       |    | 159                                         |
|                      |       |   |         |      |       |    | 159                                         |
|                      |       |   |         |      |       |    | 159                                         |

| **AREA 4**           |       |   |         |      |       |    |                                             |
| LIGHTING             | 480   | 3 | 6,930   | 2.00 | 13.9  | 1.25| 17.3                                       |
| RECEPt. - CONVENIENCE| 480   | 3 | 5,000   | 2.00 | 10.0  | 1.25| 12.5                                       |
| HVAC                 | 480   | 3 | 5,000   | 8.00 | 40.0  | 1.00| 40.0                                       |
| COPIER & PRINTERS    | 480   | 3 | 5,000   | 2.00 | 10.0  | 1.25| 12.5                                       |
|                      |       |   |         |      |       |    | 99                                          |
|                      |       |   |         |      |       |    | 15                                          |
|                      |       |   |         |      |       |    | 15                                          |

| **AREA 5 - 2nd FLOOR**|       |   |         |      |       |    |                                             |
| LIGHTING             | 480   | 3 | 30,700 | 2.00 | 61.4  | 1.25| 78.8                                       |
| RECEPt. - CONVENIENCE| 480   | 3 | 30,700 | 1.00 | 30.7  | 1.00| 30.7                                       |
| RECEPt. - TRANSITION | 480   | 3 | 17,000 | 1.00 | 17.0  | 1.00| 17.0                                       |
| HVAC                 | 480   | 3 | 17,000 | 8.00 | 136.0 | 1.00| 136.0                                      |
| MISCELLANEOUS        | 480   | 3 | 100    | 3.00 | 0.3   | 1.00| 0.3                                        |
|                      |       |   |         |      |       |    | 314                                         |
|                      |       |   |         |      |       |    | 1494                                        |

**Remarks:**
- CEC 220.16
- 100% LOAD - PORTABLE DOCKING STA.
- 100% PLUS 125% LARGEST MOTOR
- CEC 620
- CEC 220.16
- CEC 220.056
- CEC 220.12
- 100% LOAD - TRANSITION CUBICLE RECEPTACLES
- 100% LOAD - PORTABLE DOCKING STA.
4.1.2 Stand-By Power

4.1.1 A stationary diesel generator set will be located on the east side of the building located in the equipment yard. The generator is estimated to be 80KW/100KVA, 277/480V, 3 phase, 4 wire. Provide two automatic transfer switches (ATS). One ATS will be dedicated for equipment power to include, refrigerator, freezer, and nominal administration office power. The second ATS will be dedicated for life safety lighting. The generator base fuel tank will be capable of providing 24 hours of stand-by operation.

4.1.2 A life safety ATS will be provided to for emergency egress lighting. Life safety lighting will be provided for all areas to meet the California Building Code and Orange County Fire Authority emergency illumination requirements.
4.7.3 Exterior path of egress lighting will be provided to the public right of way and designed to comply with the California Building Code emergency exit illumination requirements.

<table>
<thead>
<tr>
<th>PANEL NAME</th>
<th>VOLTS</th>
<th>SQ. FT.</th>
<th>W/SF</th>
<th>TOTAL</th>
<th>%</th>
<th>TOTAL AMPS</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
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<td>70,000</td>
<td>0.15</td>
<td>10.5</td>
<td>1.25</td>
<td>13.1</td>
<td>16 EMERG EGRESS - CBC CHAPTER 11</td>
</tr>
<tr>
<td>KITCHEN FREEZER EQP</td>
<td>480</td>
<td>1,000</td>
<td>10.00</td>
<td>20.0</td>
<td>1.75</td>
<td>35.0</td>
<td>42 175% COMPRESSOR LOAD</td>
</tr>
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<td>1,000</td>
<td>10.00</td>
<td>20.0</td>
<td>1.75</td>
<td>35.0</td>
<td>42 175% COMPRESSOR LOAD</td>
</tr>
<tr>
<td>AUTOMATIC TRANSER SW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>DEDICATED FOR EQUIPMENT</td>
</tr>
<tr>
<td>AUTOMATIC TRANSER SW</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>LIFE SAFETY LIGHTING REQUIRED</td>
</tr>
</tbody>
</table>

4.2 Grounding System

4.2.1 An electrical service grounding electrode system will be upgraded to include a service ground bar in the main electrical room, 20’x20’20’ ground counterpoise with copper clad ¾”x10’ ground rods, cold water service entrance pipe within 5’ of building entrance and structural steel ground bond at a minimum of one location. The existing ground system should remain connected. All grounding conductors shall be copper and bonded to the main electrical service ground bar and main switchboard continuous ground bus.

4.3 Telephone, Data and CATV Systems

4.3.1 The existing building main point of entrance (MPOE) will be intercepted and extended to the proposed Telephone / Data Room. on site telephone and data facilities. The room will be equipped with a ¾”x4’x8’ fire retardant plywood backboard with a ground lug bar. Bond the proposed MPOE system to the main electrical grounding electrode system in the main electrical room. Design build contractor will be required to coordinate with the local communication utility company for service alterations.

4.3.2 One Main Data Frame (MDF) will be in the Telephone / Data Room.

4.3.3 A complete voice data (VoIP) and cable television system (CATV) will be a deferred submittal and provided as coordinated by a Low Voltage Design/Build contractor. Contractor will provide cabling, wire, connections, punch downs and installations for a complete operation Telecommunication, Data, and CATV system. The owner will review and approve all requirements.

4.4 Common Area Power and Lighting
4.4.1 Convenience duplex receptacles will be provided and rated at 15A, 120V located all areas and weatherproof type GFCI receptacles will be located on the roof for mechanical equipment maintenance. The building exterior weatherproof type GFCI receptacle will be located at the building entrance, equipment yards and patios.

4.4.2 Two electrical docking stations will be provided on the building northeast corner for mobile medical and dental mobile service vehicles.

4.4.3 Provide one combination 15A/4.8A, 125V rated USB type duplex receptacle at each Transition bed location. 6 bed locations will be clustered on one dedicated circuit.

4.4.4 An electrical docking station made up of a wiremold system to include 15a, 120V rated receptacles and 4 port, 4.8A, 120V USB type receptacles for electronic device charging. The docking stations will be conveniently located through sleeping, kitchen, and classroom areas. The wiremold will be fed with two 20A, 120V circuits.

4.4.5 Provide one convenience weatherproof GFCI type duplex receptacle at the pet yard. The receptacle will be on a dedicated circuit.

4.4.6 Provide electric gate power for the south and north side of the project.

4.4.7 Provide dedicated power for carbon monoxide (CO) detection system. The contractor will provide a conduit system to all CO detection device throughout all the building as defined on the mechanical plans.

4.4.8 A solar photovoltaic (PV) conduit system will be provided to be 2016 Cal Green Compliant. (2) 2” conduit only will be routed to the roof and (2) 2” conduit only will be stubbed into the main electrical room and extend five feet from the building edge for potential future PV shade structure.

4.4.9 LED lighting will be provided throughout the project. The sleeping area will be illuminated at 15-20 foot-candles with programmed dimming features. Aisle spaces between beds will be provide with programmed night lights and will be on life safety power. The corridor area will be equipped with LED downlights on normal and life safety power. Corridor area will be illuminated at 5-7 foot-candles. The kitchen will be equipped with LED washdown type luminaires and illuminated at 50-75 foot-candles. The Dining area will be illuminated with pendant LED low-bay type light fixtures at 25-40 foot-candles. The office area will be LED 2x2 and 2x4 and illuminated at 30-40 foot-candles.

4.4.10 Existing light poles and based shall be removed. New LED area light pole standards will be located for the parking areas. LED wall pack flood light
fixtures will be located on the building exterior. All building exits will be illuminated with a low wattage LED wall pack unit mounted adjacent to the door. The exterior normal lighting shall be illuminated to a maintained 0.5 average foot-candle, and the emergency egress path to public way and area of refuge shall be illuminated to a maintained 1 foot-candle minimum per the CBC code.

4.5.6 HVAC power primarily will be in the Main and Second floor electrical rooms. Mechanical ventilation, exhaust, and kitchen freezer and refrigerator condensers will be equipped with a weatherproof type local fusible disconnect switch. Final connections to the equipment will utilize a liquid tight flexible conduit. All HVAC control cables will be in conduit stub down to second floor ceiling area. Refer to mechanical sections for control and building management requirements.

4.5 Kitchen Lighting and Power

4.5.1 Power outlets will be placed throughout kitchen and dining area to comply kitchen vendor equipment requirements.

4.5.2 The freezer and refrigerator will be on dedicated stand-by power circuits.

4.6 Electrical Vehicle Charging Stations

4.6.1 Electrical vehicle charging stations will be provided in the west parking area. The quantity of chargers will be eight (8) vehicles minimum as required by the California Green Code of the total required parking stalls and located in accordance with the California Building Code table 11B-22B.3.2.1. As part of the total charging stations, one will be for a standard ADA parking stall and one will be for van accessible ADA parking stall.

4.7 Fire Alarm System

4.7.1 An addressable programmable fire alarm system will be a deferred submittal to meet all requirements of the Local Authority and Americans with Disabilities Act. Subcontractor is required to satisfy all requirements of the governing authority to obtain a final inspection and certification of the system. The fire alarm system will be UL and CSFM listed.

4.7.2 The subcontractor will provide a complete system design and submit to Orange County Public Work Building and Safety and Orange County Fire Authority for approvals.
4.7.3 The main fire alarm control panel is proposed to be in the Telephone / Data Room. The fire alarm annunciator will be in the Main Lobby area.

4.7.4 The fire alarm system will include but not limited to smoke detectors, heat detectors, fire smoke damper, mechanical duct detectors, OS&Y device, flow detectors and post indicator valve detectors.

4.7.5 All electrical and telephone rooms, janitor closets, laundry rooms, closets and storage areas will be equipped with smoke detectors.

4.7.6 Provide a performance Fire Alarm system specification as a deferred submittal to meet all requirements of the Local Authority and Americans with Disabilities Act. Subcontractor is required to satisfy all requirements of the governing authority to obtain a final inspection and certification of the system. Fire alarm contractor will be responsible for design, plan check, permit and inspection. Include monitoring smoke detectors and audible/visual devices throughout the building.

4.7.7 The elevator shaft will be equipped with a smoke and heat detector.

4.7.8 The kitchen exhaust hoods will be equipped with an Ansul system monitored the fire alarm system with require local emergency shutdown parameters.

4.8 Security and Intrusion Systems

4.8.1 The Security and Intrusion Systems will be a deferred submittal and designed to comply with OCPW requirements. The system will include but not limited to CCTV, electronic door locks at the Lobby area, building exits. The security and intrusion system control panel will be in the Telephone Data Room.

4.8.2 A personal computer and LCD graphic control station will be at the reception desk area at the main lobby.

4.8.3 Exterior high definition type cameras will be located on each corner of the building, the main Lobby, entrance, and the east client entrance doors.

4.8.4 All exterior exit doors and site entrance gates will be monitored operated by the security system.
ORANGE COUNTY PUBLIC WORKS
YALE TRANSITIONAL CENTER
Santa Ana, California

7.0 Landscape Basis of Design (BOD)
Prepared by: IDS Group, Inc.
October 28, 2019
7.0 LANDSCAPE BASIS OF DESIGN

PROJECT LANDSCAPE SITE IMPROVEMENT ELEMENTS:

THE SITE IMPROVEMENT ELEMENTS FOR THE PROJECT THAT ARE EXTERIOR TO THE BUILDING CAN BE CATEGORIZED AS FOLLOWS: SEE EXHIBIT 1.0 FOR GRAPHIC PRESENTATION.

YALE STREET FRONTAGE:
RESTORE PLANTING AND IRRIGATION IN AREAS IMPACTED BY SIDEWALK AND UTILITY IMPROVEMENTS USING THE SAME PLANT SPECIES THAT EXIST AT THIS LOCATION AND MODIFYING IRRIGATION TO PROVIDE COMPLETE COVERAGE AND OPERATION.

INVESTIGATE THE EXISTING IRRIGATIONS SYSTEM AND MODIFY THE SYSTEM IN RESPONSE TO THE IMPACTS FROM THE PARKING LOT IMPROVEMENTS. THEY MAY INVOLVE CAPPING OR REMOVING EXISTING LINES.

BACK ENTRANCE:
OUTDOOR PATIO - PROVIDE FOR SHADE AND PRIVACY USING PLANTS TO SCREEN THE PERIMETER. PLANTER IS TO BE NO LESS THAN 3' WIDE ALONG THE ENTIRE FENCE, WITH A METAL OR CONCRETE EDGE TREATMENT.

THE SOIL IN THE PLANTERS SHALL BE OVEREXCAVATED TO A DEPTH OF 3' AND THEN AMENDED WITH 1/3 BY VOLUME GARDEN PLANTING SOIL AND 1/3 BY VOLUME ORGANIC COMPOST. ENOUGH ROOM SHALL BE LEFT IN THE PLANTER FOR A 3" DEEP ORGANIC MULCH TOPDRESSING LEVEL WITH THE SURROUNDING HARDSCAPE.

PLANTS SHALL BE OF A SIZE AND GROWING CHARACTER TO PROVIDE VISUAL SCREENING OF/AND FOR THE PATIO AREA USERS. PLANTS ARE TO BE IRRIGATED WITH A PERMANENT AUTOMATIC IRRIGATION SYSTEM.

SHADE TO BE PROVIDED OVER 1/2 THE PATIO AREA USING DURABLE OUTDOOR RATED FABRIC, POSTS, CONNECTIONS AND DESIGN STANDARDS.

GATHERING AREA: PROVIDE SHADE TREES AND SEATING.

SHADE TREES SHALL BE PLANTING IN CUT-OUTS NO LESS THAN 4'x4' (PREFERABLY IN A PERMEABLE HARDSCAPE AREA). THE SOIL IN THE CUT-OUTS SHALL BE OVEREXCAVATED TO A DEPTH OF 3' AND THEN AMENDED WITH 1/3 BY VOLUME GARDEN PLANTING SOIL AND 1/3 BY VOLUME ORGANIC COMPOST. ENOUGH ROOM SHALL BE LEFT IN THE PLANTER FOR A 3" DEEP ORGANIC MULCH TOPDRESSING LEVEL WITH THE SURROUNDING HARDSCAPE.

SEATING SHALL INCLUDE TABLES AND CHAIRS PROVIDCED BY OPERATOR.
EXHIBIT F

BEST MANAGEMENT PRACTICES
("BMPs" Fact Sheets)

Best Management Practices can be found at:  http://www.ocwatersheds.com/documents/bmp
which website may change from time to time.

BMPs apply to the TENANT's defined Premises and BMPs also apply to the TENANT’s Contractor therefore TENANT shall cause Contractor to be responsible for implementing and complying with all BMP Fact Sheet requirements that apply to construction activity with respect to the Improvements, and also including, without limiting the generality of the foregoing, site preparation, landscaping, installation of utilities, street construction or improvement and grading or filling in or on the Premises. TENANT is to be aware that the BMP clause within this Lease, along with all related BMP Exhibits, may be revised, and may incorporate more than what is initially being presented in this Lease.

Suggested BMPs Fact Sheets may include, but may not be limited to, the following list shown below and can be found at: http://www.ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities  (which website may change from time to time):
IC3 Building Maintenance
IC4 Carpet Cleaning
IC6 Contaminated or Erodible Surface Areas
IC7 Landscape Maintenance
IC9 Outdoor Drainage from Indoor Areas
IC10 Outdoor Loading/Unloading of Materials
IC12 Outdoor Storage of Raw Materials, Products, and Containers
IC14 Painting, Finishing, and Coatings of Vehicles, Boats, Buildings, and Equipment
IC15 Parking & Storage Area Maintenance
IC17 Spill Prevention and Cleanup
IC21 Waste Handling and Disposal
IC22 Eating and Drinking Establishments
IC23 Fire Sprinkler Testing/Maintenance
IC24 Wastewater Disposal Guidelines
FIRST AMENDMENT TO GROUND LEASE

This FIRST AMENDMENT TO GROUND LEASE ("First Amendment") is made and effective as of the 26th day of February, 2020 ("Effective Date"), by and between the County OF ORANGE, a political subdivision of the State of California (hereinafter called "County") and SHELTER PROVIDERS OF ORANGE COUNTY, INC., a California nonprofit corporation, dba HomeAid Orange County (hereinafter called "Tenant") (each a "Party" and collectively, the "Parties").

RECITALS

I. The County leases to Tenant, pursuant to a Ground Lease, dated November 20, 2019 ("Lease"), certain property located on Yale Street within the City of Santa Ana, California, as more fully set forth in the Lease ("Premises").

II. Pursuant to the Lease, Tenant is collaborating with public and private sector partners to cause the construction and development of a multi-service transitional homeless center ("Facility") at the Premises for the purpose of providing transitional homeless services.

III. The Tenant and County now desire to amend the Lease to provide for liquidated damages in the event of certain delays in the completion of construction, as more fully set forth herein.

NOW, THEREFORE, in consideration of the Recitals, above, incorporated by reference herein, and the mutual covenants and agreements in the Lease and hereinafter contained, County and Tenant mutually agree to amend the Lease effective on the date first written above as follows:

A. Clause 11.2.4 is hereby added to the Lease in its entirety and the following clause is substituted:

"11.2.4. Liquidated Damages. If Tenant fails without cause or excuse to achieve substantial completion of the Initial Improvements during the Term, Tenant acknowledges that County will suffer, as a result of Tenant’s failure, damages which are both extremely difficult and impracticable to ascertain. Therefore, in the event Tenant shall fail to achieve substantial completion of the Initial Improvements within the Term, Tenant agrees to pay County, as liquidated damages (and not as a penalty) and as a reasonable estimate of the amount of damages that County will suffer for such delay, $5000.00 per day for each calendar day thereafter until substantial completion of the Initial Improvements occurs. The liquidated damages set forth herein shall be County’s sole and exclusive monetary remedy for all damages related to any failure by Tenant to substantially complete the Initial Improvements within the Term; however, any other non-monetary remedies set forth in this Section 11.2 shall remain. Additionally, in the event that Tenant has failed to achieve substantial completion of the Initial Improvements within 180 days of the expiration of the Term, the Parties shall meet and confer on a potential resolution which may include a Lease or Construction Budget/Schedule augmentation and/or the exercise of value engineering or leveraging of community support and donations to balance the scope of Work and Construction Budget and/or deviations in the scope of Work and Construction Documents."
B. All terms, conditions and attachments of the Lease remain in full force and effect and are incorporated herein unless amended by this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date first above written.

TENANT

SHELTER PROVIDERS OF
ORANGE COUNTY, a California nonprofit corporation, dba HomeAid Orange County

By: [Signature]

Name: Gina R. Scott
Title: Executive Director

COUNTY

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

[Signature]

Thomas A. Miller, Chief Real Estate Officer
Orange County, California

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: [Signature]
Senior Deputy County Counsel
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
March 2, 2020

WHEREAS, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the health officer's jurisdiction, or any part thereof, whenever the health officer reasonably determines that there is an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent;

WHEREAS, on February 26, 2020, the County’s 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.

WHEREAS, under Health and Safety Code Section 101080, the local health emergency shall not remain in effect for more than seven days unless ratified by the Board of Supervisors;

WHEREAS, the Board of Supervisors hereby finds that there continues to exit an imminent and proximate threat to public health from the introduction of COVID-19 in Orange County for reasons set forth in the declaration of local health emergency by County’s Health Officer, dated February 26, 2020;

NOW, THEREFORE, BE IT RESOLVED by the Orange County Board of Supervisors that:

1. The local health emergency declared by the County’s Health Officer on February 26, 2020 is hereby ratified. Under Health and Safety Code Section 101080, the local health emergency may remain in effect for no more than 30 days from the date of this Resolution.

2. The County’s Health Officer is directed to bring for review by the Board of Supervisors the need for continuing the local health emergency no later than the date
coinciding with the expiration of this Resolution

3. The Board of Supervisors delegates authority to the County’s Health Officer to terminate the local health emergency, pursuant to Health and Safety Code Section 101080, “at the earliest possible date that conditions warrant the terminations.”

4. All County departments and agencies take those actions, measures, and steps deemed necessary to assure the health, safety and welfare of Orange County citizens and property, including requesting mutual aid to the extent such aid is necessary.

///

///
The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on March 02, 2020, to wit:

AYES: Supervisors: MICHELLE STEEL, ANDREW DO, DONALD P. WAGNER DOUG CHAFFEE

NOES: Supervisor(s):

EXCUSED: Supervisor(s): LISA A. BARTLETT

ABSTAINED: Supervisor(s):

STATE OF CALIFORNIA  )
COUNTY OF ORANGE  )

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

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

Resolution No: 20-011
Agenda Date: SPECIAL MEETING, 03/02/2020
Item No: 1

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

Robin Stieler, Clerk of the Board of Supervisors
By: ____________________________
       Deputy
FIRST AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE

This First Amendment to Settlement Agreement and Release ("AMENDMENT") is being made and entered into this ___ day of ____________, 2020, by and between the County of Orange, a political subdivision of the State of California ("COUNTY"), and the City of Garden Grove ("GARDEN GROVE") (each a "PARTY" and collectively the "PARTIES").

RECITALS

A. A dispute arose between the COUNTY and GARDEN GROVE regarding the amount of unpaid animal care fees owed to the COUNTY for services rendered on behalf of GARDEN GROVE pursuant to the Agreement for Provision of OC Animal Care Services Between County of Orange and the City of Garden Grove.

B. On October 30, 2018, COUNTY and GARDEN GROVE entered a Settlement Agreement and Release ("AGREEMENT") to settle, compromise, and resolve their differences regarding the amount of fees that GARDEN GROVE owes the COUNTY, for the purpose of resolving the dispute and avoiding the unnecessary expense and uncertainty of litigation without admission of liability by either PARTY to the other.

C. The PARTIES now desire to modify the "Payment" section of the AGREEMENT to allow GARDEN GROVE to pay the COUNTY two hundred twenty-four thousand dollars ($224,000) (the "SETTLEMENT AMOUNT") by June 30, 2021, using funds GARDEN GROVE anticipates receiving from the State of California for the purpose of assisting persons who are experiencing or at risk of homelessness ("HOMELESS SERVICES FUNDS") and which the COUNTY will use towards costs related to the construction and operation of the Yale Transitional Center, a COUNTY-owned center for individuals experiencing homelessness located at 2229 South Yale Street in Santa Ana, California.
NOW, THEREFORE, the PARTIES agree as follows:

**GENERAL PROVISIONS**

1. The PARTIES agree that the foregoing RECITALS are true and accurate, and are hereby incorporated into the AGREEMENT.

2. Subsection 3.b of the AGREEMENT (formerly entitled “Minimum Payment Schedule”) is deleted and replaced in its entirety with the following:

   **b. Payment Schedule:** GARDEN GROVE may pay the SETTLEMENT AMOUNT to the COUNTY in accordance with the following options:

   i. **Payment No Later Than June 30, 2021:** GARDEN GROVE may pay the entire SETTLEMENT AMOUNT to the COUNTY, using HOMELESS SERVICES FUNDS or otherwise, no later than June 30, 2021, and in such event will not incur any interest charges. In any event, if GARDEN GROVE does in fact receive HOMELESS SERVICES FUNDS up to the SETTLEMENT AMOUNT, GARDEN GROVE shall remit such HOMELESS SERVICES FUNDS to the COUNTY within 30 days of receipt, but no later than June 30, 2021.

   ii. **Alternative Minimum Payment:** Regardless of whether any HOMELESS SERVICES FUNDS are received by GARDEN GROVE, GARDEN GROVE shall pay to the COUNTY a minimum amount of $20,000 no later than June 30, 2021. Thereafter, GARDEN GROVE shall pay any sums remaining owing to COUNTY in periodic monthly installments of at least $5,500. Installment payments shall be made on or before the 1st day of the month following receipt of the monthly invoice from the COUNTY.

   iii. The provisions of Subsection 3.b.ii are meant to provide an alternative
minimum payment schedule in the event that, for any reason, payment is not made to COUNTY pursuant to Subsection 3.b.i. Therefore, no payment need be made under Subsection 3.b.ii so long as, at the time the payment is due, the total cumulative amount GARDEN GROVE has paid to COUNTY pursuant to this AGREEMENT equals or exceeds the SETTLEMENT AMOUNT as of June 30, 2021. Payment made pursuant to the provisions of Subsection 3.b.ii will be subject to interest charges as described in Subsection 3.e, below.

3. Subsection 3.d of the AGREEMENT is deleted and replaced in its entirety with the following:

   d. **Instructions for Payment:** All payments shall be made by draft of check payable to the County of Orange, and shall be delivered to the following address accompanied by a copy of the AGREEMENT or applicable invoice:

      County of Orange  
      CEO Real Estate  
      Attn: Chief Real Estate Officer  
      333 West Santa Ana Blvd., 3rd Floor  
      Santa Ana, CA 92702

4. Subsection 3.e of the AGREEMENT is deleted and replaced in its entirety with the following:

   e. **Interest:** If GARDEN GROVE fails to pay the entire SETTLEMENT AMOUNT to COUNTY prior to June 30, 2021, then interest shall be applied to the unpaid portion of the SETTLEMENT AMOUNT beginning as of July 1, 2020, and continuing to accrue until the SETTLEMENT AMOUNT has been fully paid to COUNTY. Such interest shall accrue at a rate equivalent to the lesser of two and one half percent (2.5%) or the most recent rate earned on the
Orange County Investment Pool “Monthly Apportionment Gross Yields” published monthly by the Orange County Treasurer/Tax-Collector (the “POOLED INTEREST RATE”). The interest rate calculation formula shall be as follows: \((\text{POOLED INTEREST RATE} / 365) \times \# \text{ of days in billing period} \times \text{Principal} = \text{Interest Due}\). All payments made by GARDEN GROVE under this AGREEMENT shall be applied first to pay any interest accrued and owing under this AGREEMENT and then to reduce the amount of the principal owed by GARDEN GROVE.

5. Except as expressly provided by this AMENDMENT, all remaining terms and conditions of the AGREEMENT shall remain unchanged, in full force and effect.

[SIGNATURE PAGE FOLLOWS.]
IN WITNESS HEREOF, the PARTIES hereto have caused this AMENDMENT to be executed by their duly authorized representative as of the date appearing opposite their signatures.

DATED: ________________ COUNTY OF ORANGE

By: __________________________
    Dylan Wright, Director
    OC Community Resources

DATED: ________________ CITY OF GARDEN GROVE

By: __________________________
    Scott C. Stiles,
    City Manager

APPROVED AS TO FORM AND CONTENT:

DATED: 6.3.2020 LEON J. PAGE COUNTY COUNSEL

By: __________________________
    James D. P. Steinmann, Deputy
    Attorneys for COUNTY OF ORANGE

FIRST AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE
SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“AGREEMENT”) is being made and entered into this 30th day of October, 2018, by and between the County of Orange, (“County”), a public entity, and the City of Garden Grove (“Garden Grove”) (collectively the “PARTIES”), for the purposes and on the terms and conditions set forth in this AGREEMENT.

RECITALS

A. A dispute exists between the County and Garden Grove regarding the amount of unpaid animal care fees owed to the County for services rendered in Garden Grove (hereinafter the “Dispute”).

B. The County provides Animal Care services to a number of cities within the County of Orange. Animal Care services were provided to Garden Grove pursuant to a contract called “Agreement for Provision of OC Animal Care Services Between County of Orange and the City of Garden Grove” (hereinafter, the “Contract”) that the parties reaffirmed each year up until 2016 through a notice of intent.

C. The County contends that Garden Grove owes the County $569,005.48 for unpaid Animal Care Services fees provided by the County to the City of Garden Grove but are uncollected and now owing;

D. Garden Grove disputes the amount owed;

E. By entering into this AGREEMENT, neither the County nor the City admit that they are liable for any act or omission on their part, and the PARTIES enter into this AGREEMENT solely to resolve a dispute and to avoid the unnecessary expense and uncertainty of litigation

F. In relation to the DISPUTE, the PARTIES have also entered into an Agreement to Toll Statute of Limitations for Claims Between the County of Orange and City of Garden
Grove Regarding Unpaid Animal Care Services Fees dated October 3, 2018 (the “TOLLING AGREEMENT”) which tolled the expiration of any statute of limitations for any claim or cause of action relating to the DISPUTE for a certain specified period of time (the “INITIAL TOLLING PERIOD”).

G. COUNTY and GARDEN GROVE now desire to settle, compromise, and resolve their differences regarding the amount of fees that GARDEN GROVE owes the COUNTY. COUNTY and GARDEN GROVE also expressly intend that this settlement shall also settle and resolve any and all claims for interest, attorney’s fees, and/or other costs or expenses incurred in trying to collect the fees at issue in this dispute, with each party agreeing to bear its own costs, attorney’s fees, and expenses.

SETTLEMENT AGREEMENT

COUNTY and GARDEN GROVE have agreed to settle, compromise, and resolve all their disputes, claims, and differences now existing or which might exist regarding their respective obligations arising out of the DISPUTE upon the following terms and conditions:

1. Incorporation of Recitals. The above Recital paragraphs A through G are hereby incorporated into this AGREEMENT by reference.

2. GARDEN GROVE agrees to pay the COUNTY $224,000 to resolve any outstanding issues regarding unpaid animal services fees owed under the CONTRACT. Payment shall take place according to the description set forth in section 3 below.

3. Payment. COUNTY agrees to accept and GARDEN GROVE shall pay to the COUNTY the sum of Two Hundred Twenty-Four Thousand dollars ($224,000) (the “SETTLEMENT AMOUNT”) as follows:

    a. Payment from HOMELESS SERVICES FUNDS: GARDEN GROVE anticipates receiving funds from the State of California to be used for the purposes
of providing low cost housing and homeless services, including, but not limited to, those funds provided under the Building Homes and Jobs Act, commonly referred to as SB2, which funds, all together, are referred to herein as “HOMELESS SERVICES FUNDS.” Provided the HOMELESS SERVICES FUNDS received by GARDEN GROVE satisfy the requirements of Subsection 3.c below, GARDEN GROVE shall, within 30 days of receiving any such HOMELESS SERVICES FUNDS, pay to COUNTY all such HOMELESS SERVICES FUNDS received by GARDEN GROVE until the SETTLEMENT AMOUNT, together with all interest accruing hereunder, has been paid in full.

b. Minimum Payment Schedule:

i. **First Payment:** Regardless of whether any HOMELESS SERVICES FUNDS are received by GARDEN GROVE, GARDEN GROVE shall pay to COUNTY a minimum amount of $20,000 no later than June 30, 2020.

ii. **Periodic Installment Payments:** Regardless of whether any HOMELESS SERVICES FUNDS are received by GARDEN GROVE, GARDEN GROVE shall pay any sums remaining owing to COUNTY, as of July 1, 2020, in periodic monthly installments of $4,000. Installment payments shall be made on or before the 1st day of the month following receipt of the monthly invoice.

iii. The provisions of this Subsection 3.b are meant to provide an alternative minimum payment schedule in the event that, for any reason, payment is not made to COUNTY pursuant to Subsection 3.a in a manner at least as promptly as is set forth in this minimum payment schedule. Therefore, no payment need be made under
this Subsection 3.b so long as, at the time the payment is due, the
total cumulative amount GARDEN GROVE has paid to
COUNTY pursuant to this AGREEMENT equals or exceeds the
total cumulative amount GARDEN GROVE is required to have
paid to COUNTY, as of that time, pursuant to this Subsection 3.b.

c. Payment Funds: The payments provided to COUNTY by GARDEN GROVE under
this AGREEMENT may come from any and all funding sources that are available to
GARDEN GROVE provided that those funding sources can lawfully be used by COUNTY
for COUNTY programs or services, including but not limited to animal care or homeless
services programs, (i) normally charged by COUNTY to its general fund and (ii) which
services or programs are then currently provided, or intended to be provided, by COUNTY.
If the securing of such a funding source requires collaboration between COUNTY and
GARDEN GROVE, the PARTIES shall work collaboratively with one another to secure
such funding. GARDEN GROVE shall be obligated to pay the full amount of this settlement
to COUNTY regardless of the availability, or awarding of, alternate funding sources, and
may not utilize funds for repayment of its obligation under this AGREEMENT which have
already been, or in the future become, paid or obligated to COUNTY or any other local
agency for homeless services or assistance purposes or projects.

d. Instructions for Payment: All payments shall be made by draft of check
payable to the County of Orange, and shall be delivered by U.S. Mail to the following
address:

Orange County Office of the County Counsel
Attn: Sharon Durbin
P.O. Box 1379
Santa Ana, CA 92702-1379

e. Interest: Interest shall accrue on the unpaid portion of the SETTLEMENT
AMOUNT beginning as of the date first set forth above and continuing until the
SETTLEMENT AMOUNT has been fully paid to COUNTY. Such interest shall accrue at a
rate equivalent to the lesser of two and one half percent (2.5%) or the most recent rate
earned on the Orange County Investment Pool “Monthly Apportionment Gross Yields”
published monthly by the Orange County Treasurer/Tax-Collector (the “POOLED
INTEREST RATE”). The interest rate calculation formula shall be as follows: (POOLED
INTEREST RATE / 365) x # of days in billing period x Principal = Interest Due. All
payments made by GARDEN GROVE under this AGREEMENT shall be applied first to pay any
interest accrued and owing under this AGREEMENT and then to reduce the amount of the principal
owed by GARDEN GROVE.

f. Acceleration and Judgment: Except as provided in Section 6, failure by
GARDEN GROVE to make payment within 10 days of its due date shall constitute a
default by GARDEN GROVE. In the event of a default by GARDEN GROVE:

i. The COUNTY shall give GARDEN GROVE notice of default;

ii. GARDEN GROVE shall have 30 days from receipt of such
notice to cure the default and continue with payments as set forth
above;

iii. If GARDEN GROVE fails to cure its default, the total remaining
unpaid balance owing by GARDEN GROVE to COUNTY under
this AGREEMENT shall become immediately due and payable
with interest. Interest from that time forward shall no longer
accrue at the POOLED INTEREST RATE but shall instead
accrue at a rate equal to the POOLED INTEREST RATE plus
two percent (2%) until the balance of the principle and any
unpaid interest is paid in full by GARDEN GROVE.
4. **Effective Date.** Except as otherwise provided in this AGREEMENT, this AGREEMENT shall be effective on the date that it has been fully executed by all parties.

5. **Releases.**
   a. Subject to the provisions of Section 7 below, once this AGREEMENT has been executed, the COUNTY and GARDEN GROVE, and their respective successors and assigns, hereby release and discharge each other and their respective successors, assigns, representatives, officers, directors, employees, heirs, administrators and agents from any and all claims, rights, debts, liabilities, liens, losses, demands, obligations, promises, acts, representations, costs, expenses (including without limitation, attorneys’ fees), damages, suits, actions of whatever kind or nature whether known or unknown, suspected or unsuspected that are based on animal care fees owing by GARDEN GROVE to COUNTY under the CONTRACT.

   b. **SUBJECT TO THE PROVISIONS OF SECTION 7 BELOW, UPON THE ADVICE OF LEGAL COUNSEL, COUNTY HEREBY KNOWINGLY AND VOLUNTARILY WAIVES AND RELINQUISHES AGAINST GARDEN GROVE AND ITS RESPECTIVE SUCCESSORS, Assigns, REPRESENTATIVES, OFFICERS, DIRECTORS AND AGENTS, AND GARDEN GROVE KNOWINGLY AND VOLUNTARILY WAIVES AND RELINQUISHES AGAINST COUNTY, AND ITS ASSIGNS, REPRESENTATIVES, HEIRS, ADMINISTRATORS AND AGENTS ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:**

   "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,

   **SETTLEMENT AGREEMENT AND RELEASE**

   **Page 6 of 12**
WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Notwithstanding the above paragraph, the parties, and each of them, hereby make
express waiver of the provisions of section 1542 of the Civil Code of California, and
acknowledge that they are aware that claims or facts in addition to or different from those which
are known or believed to exist with respect to the matters mentioned herein, may be discovered
hereafter, and that their intention is to fully and forever settle and release any and all such
matters, claims or disputes that are based on animal care fees owing by GARDEN GROVE to
COUNTY under the CONTRACT.

6. Contingency of Funds. The PARTIES intend this AGREEMENT to provide a
complete and lasting resolution of the DISPUTE. However, the PARTIES agree that funding or
portions of funding for this AGREEMENT are contingent upon the appropriation and
encumbering of HOMELESS SERVICES FUNDS by GARDEN GROVE’S City Council for
each fiscal year covered by this AGREEMENT and, in the event of payment pursuant to Section
3.b., inclusion of sufficient funding for such payments in the budget approved by GARDEN
GROVE’S City Council for each fiscal year in which such payments are made. If such approval,
obligation, funding or appropriations are not forthcoming, or are otherwise limited, GARDEN
GROVE may immediately terminate this AGREEMENT without penalty to either PARTY.
Likewise, in the event payment hereunder is not made on a timely basis because such approval,
obligation, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY
may terminate this AGREEMENT without penalty to either PARTY. Regardless of any
termination of this AGREEMENT, any payment made by GARDEN GROVE under this
AGREEMENT shall be retained by COUNTY and shall be credited by COUNTY toward funds
owing under the CONTRACT.
7. **Tolling.** In the event either PARTY terminates this AGREEMENT in accordance with Section 6, or in the event any portion of this AGREEMENT is found to be in violation of Article XVI, Section 18 of the California Constitution, the PARTIES agree that the provisions of Section 5 "Releases," above will be of no effect and that any applicable statute of limitations for any claim or cause of action relating to the DISPUTE will be tolled both for the INITIAL TOLLING PERIOD and for the ADDITIONAL TOLLING PERIOD, as defined below. The ADDITIONAL TOLLING PERIOD shall include that period running from the end of the INITIAL TOLLING PERIOD until that date which is one year after either the date of the termination, under Section 6, of this AGREEMENT or the date on which this AGREEMENT, or any portion thereof, is found to be in violation of Article XVI, Section 18 of the California Constitution, as may be applicable (the "ADDITIONAL TOLLING PERIOD"). The PARTIES hereby waive any defenses based on statutes of limitations or laches for claims which might expire during the ADDITIONAL TOLLING PERIOD. This waiver shall not be construed as a waiver of any statute of limitations defense that has already accrued or matured as of the Effective Date of the TOLLING AGREEMENT, if any, or which would arise after the end of the ADDITIONAL TOLLING PERIOD, excluding the period during which the TOLLING AGREEMENT and this AGREEMENT have operated to toll any applicable statutes of limitations. The running of all applicable statutes of limitations, if any, shall recommence again on the termination of the ADDITIONAL TOLLING PERIOD, and periods before the beginning of the INITIAL TOLLING PERIOD and after the end of the ADDITIONAL TOLLING PERIOD may be added, unless there is an extension of this ADDITIONAL TOLLING PERIOD executed in writing by and on behalf of the PARTIES. The PARTIES hereby waive any claim for the recovery of prejudgment interest that might accrue during the ADDITIONAL TOLLING PERIOD with respect to any claims or causes of action the PARTIES might assert against each
other relating to the DISPUTE.

8. **AGREEMENT as Evidence.** This AGREEMENT shall not be offered in evidence in any action or proceeding except to enforce its terms.

9. **Independent Legal Advice.** COUNTY and GARDEN GROVE, each represent, warrant, and agree that each has received independent legal advice from their respective attorneys with respect to the terms of the settlement provided for in this AGREEMENT and with respect to the advisability of entering into this AGREEMENT.

10. **No Other Representation.** COUNTY and GARDEN GROVE, each represent, warrant, and agree that, except for the statements expressly set forth in this AGREEMENT, each has not relied upon any statement, representation, or promise of any other party hereto in entering into this AGREEMENT, or in making the agreements provided for in this AGREEMENT.

11. **Factual Investigation.** COUNTY and GARDEN GROVE each represent, warrant, and agree that each has made such investigation of the facts pertaining to the parties' disputes as each of them deems necessary and desirable prior to entering into this AGREEMENT.

12. **No Assignments.** COUNTY and GARDEN GROVE each represent, warrant, and agree that each has not assigned or otherwise transferred to any third party any of the released claims subject to paragraph 5 of this AGREEMENT.

13. **Authority.** COUNTY and GARDEN GROVE each represent, warrant, and agree that each of them has the full right and authority to enter into this AGREEMENT and that the representative executing this AGREEMENT on behalf of each of them has the full right and authority to bind them fully to this AGREEMENT.
14. **Necessary Efforts.** COUNTY and GARDEN GROVE each represent, warrant, and agree that each will fulfill and undertake its obligations under this AGREEMENT including, without limitation, taking all actions in executing and delivering all documents as are reasonably necessary to effectuate the terms of this AGREEMENT.

15. **Waivers.** No waiver by the COUNTY and GARDEN GROVE of any breach of any term or provision of this AGREEMENT to be performed by any party shall be deemed a waiver of any other terms or provisions at the time or at any prior or subsequent time.

16. **Heading.** The paragraph headings in this AGREEMENT are for convenience only and shall not be deemed to affect in any way the language of the provision to which they refer.

17. **Severability.** In the event that any of the provisions that this AGREEMENT shall be held to be void, voidable, unlawful, or for any reason unenforceable, the remaining portions hereof shall remain in full force and effect.

18. **Governing Law.** This AGREEMENT and all transactions under this AGREEMENT shall be governed exclusively by and construed in accordance with substantive California law.

19. **Integration and Modification.** This AGREEMENT is the final, entire, and complete AGREEMENT of the parties with respect to the subject matter of this AGREEMENT and may only be modified or amended by a written agreement by all the parties to this AGREEMENT. No verbal agreement or conversation with any officer or employee or either party shall effect or modify in any way the terms and conditions of this AGREEMENT.

20. **Number of Pages.** The AGREEMENT is executed in two (2) duplicate originals, each of which is deemed an original, and includes twelve (12) pages.
21. Representatives of the Parties and/or Parties Service of Notice.

a. The representatives of the Parties and/or Parties who are authorized to administer this AGREEMENT and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the COUNTY will be:

   Dylan Wright, Director
   Orange County Community Resources
   1770 North Broadway, 4th Floor
   Santa Ana, CA 92706-2606
   (714) 480-2830

2. The representative of the GARDEN GROVE will be:

   Maria Stipe,
   Deputy City Manager
   City of Garden Grove
   11222 Acacia Parkway
   Garden Grove, CA 92840
   (714) 741-5106
IN WITNESS HEREOF, the parties of this AGREEMENT have caused this AGREEMENT to be executed by their duly authorized representative as of the date first set forth below.

DATED: October 30, 2018

ORANGE COUNTY COMMUNITY RESOURCES
ORANGE COUNTY ANIMAL CARE

By: Dylan Wright, Director
Orange County Community Resources

DATED: October 24, 2018

CITY OF GARDEN GROVE

By: Scott C. Stiles,
City Manager

APPROVED AS TO FORM AND CONTENT:

DATED: October 29, 2018

LEON J. PAGE
COUNTY COUNSEL

Attest: TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: 10/24/18

By: Laura D. Knapp, Supervising Deputy
Attorneys for COUNTY OF ORANGE; ORANGE COUNTY ANIMAL CARE

DATED: October 23, 2018

By: Alan Burns
Harper & Burns, LLP
Attorneys for CITY OF GARDEN GROVE
County Executive Office

Memorandum

June 16, 2020

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 23, 2020, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approve Psychological Evaluation Services Contract
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this item be placed on the June 23, 2020, Board agenda in order to ensure continuation of psychological evaluation services for applicants to the Sheriff-Coroner Department. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 6/23/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Jon Briggs (714) 647-1805
Luke South (714) 834-5910

SUBJECT: Approve Psychological Evaluation Services Contracts

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Signature]</td>
<td>Discussion 3 Votes Board Majority</td>
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</tbody>
</table>

Budgeted: N/A  
Current Year Cost: N/A  
Annual Cost:  
FY 2020-21 $850,000  
FY 2021-22 $850,000  
FY 2022-23 $850,000

Staffing Impact: No  
# of Positions: N/A  
Sole Source: No

Current Fiscal Year Revenue: N/A  
Funding Source: State: 100% (Proposition 172)  
County Audit in last 3 years: No


RECOMMENDED ACTION(S)

1. Authorize the County Procurement Officer or authorized Deputy to execute contract with Susan Saxe-Clifford, Ph.D., ABPP for psychological evaluation services, to be effective upon the receipt of all necessary signatures for a three-year term, for a contract total amount not to exceed $1,275,000, renewable for two additional one-year terms.

2. Authorize the County Procurement Officer or authorized Deputy to execute contract with Psychological Consulting Associates, Inc. for psychological evaluation services, to be effective upon the receipt of all necessary signatures for a three-year term, for a contract total amount not to exceed $1,275,000, renewable for two additional one-year terms.
SUMMARY:

Approval of the Susan Saxe-Clifford, Ph.D., ABPP and the Psychological Consulting Associates, Inc. contracts will allow the Sheriff-Coroner Department maximum flexibility in shifting the use between each vendor during peak recruitment periods and continue to contract for psychological evaluation services to screen applicants of the Sheriff-Coroner Department.

BACKGROUND INFORMATION:

The Sheriff-Coroner Department (Sheriff) requires psychological testing services for entry-level peace officers and related psychological services, along with the Probation Department and the District Attorney's Office. Sheriff has contracted with Susan Saxe-Clifford, Ph.D., ABPP (Susan Saxe-Clifford) since 2008 for psychological testing services to screen applicants. Following a previous competitive bid process, Susan Saxe-Clifford was awarded the contract for psychological testing services.

The following table details the recent contract history with Susan Saxe-Clifford for psychological testing services.

<table>
<thead>
<tr>
<th>Board of Supervisors (Board) Approved</th>
<th>Amendment Number or Contract</th>
<th>Contract Term</th>
<th>Contract Amount</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/29/14</td>
<td>n/a</td>
<td>7/1/14 - 6/30/15</td>
<td>$400,000</td>
<td>New contract</td>
</tr>
<tr>
<td></td>
<td>n/a</td>
<td>7/1/15 - 6/30/16</td>
<td>$400,000</td>
<td>Renewal contract approved administratively by the County Procurement Officer or authorized Deputy based on the delegated authority granted by the Board, per the County's 2012 Contract Policy Manual section 3.3-106, Item 1.b.,which, permits the County to renew a service contract for up to two years</td>
</tr>
<tr>
<td>4/12/16</td>
<td>2</td>
<td>7/1/16 - 6/30/17</td>
<td>$400,000</td>
<td>Renewed contract</td>
</tr>
<tr>
<td>5/23/17</td>
<td>3</td>
<td>7/1/17 - 6/30/18</td>
<td>$400,000</td>
<td>Renewed contract</td>
</tr>
<tr>
<td>3/24/18</td>
<td>4</td>
<td>7/1/18 - 6/30/19</td>
<td>$400,000</td>
<td>Renewed contract</td>
</tr>
<tr>
<td>6/25/19</td>
<td>5</td>
<td>7/1/19 - 6/30/20</td>
<td>$300,000</td>
<td>Extended contract to complete Request for Proposals (RFP) process</td>
</tr>
</tbody>
</table>

Following an RFP process, two proposals were received. The proposals were evaluated and both Susan Saxe-Clifford and Psychological Consultants Associates, Inc. (Psychological Consultants) were
recommended for awards as both were deemed to be the most responsive, responsible bidders. See Attachment D for Bid Summary. 

Susan Saxe-Clifford’s performance has been confirmed as satisfactory. Sheriff has verified there are no concerns that must be addressed with respect to Contractor’s ownership/name, litigation status or conflicts with County interests. These contracts do not currently include subcontractors or pass through to other providers. See Attachment E for the Contract Summary Form. These contracts are being submitted for Board approval less than 30 days prior to the start of the contract, as the vendor did not return the signed contract in time to file for previous Board meetings.

FINANCIAL IMPACT:

Appropriations for these contracts are included in the Sheriff-Coroner Department’s FY 2020-21 Budget for Budget Control 060. These contracts contain language allowing the Sheriff-Coroner Department to terminate the contracts or reduce the level of services without penalty with cause or without cause in the event that funding is reduced and/or not available to continue funding the contracts.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Susan Saxe-Clifford, PH.D., ABPP Contract MA-060-20011413
Attachment B - Psychological Consultants Associates, Inc. Contract MA-060-20011465
Attachment C - Redline Version of Prior Amendment
Attachment D - Bid Summary
Attachment E - Contract Summary Form
CONTRACT

This Agreement MA-060-20011413, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," and Susan Saxe-Clifford, PH.D., ABPP, with a place of business at 16530 Ventura Boulevard, Suite 603, Encino, CA 91436, hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party," or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to County’s Request for Proposal ("RFP") for Psychological Evaluation Services and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor agrees to provide Psychological Evaluation Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

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

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Psychological Evaluation Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

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

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

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

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

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

F. Acceptance Payment: Unless otherwise agreed to in writing by County. 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 County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty: Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

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

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

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

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

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

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

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

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

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

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

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

Qualified Insurer

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

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

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

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Sheriff Coroner Department  Psychological Evaluation Services  File No.: C019853
**Coverage**

- Commercial General Liability
  - Minimum Limits: $1,000,000 per occurrence
  - $2,000,000 aggregate
- Automobile Liability including coverage for owned, non-owned and hired vehicles
  - Minimum Limits: $1,000,000 per occurrence
- Workers Compensation
  - Statutory
- Employers Liability Insurance
  - Minimum Limits: $1,000,000 per occurrence
- Network Security & Privacy Liability
  - Minimum Limits: $1,000,000 per claims-made
- Professional Liability
  - Minimum Limits: $1,000,000 per claims-made
  - $1,000,000 aggregate
- Sexual Misconduct
  - Minimum Limits: $25,000 per occurrence

**Required Coverage Forms**

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

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

**Required Endorsements**

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

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

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

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

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

2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

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

If Contractor's Professional Liability, and Network Security & Privacy Liability are “Claims-Made” policies, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

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

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

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

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

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.
The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

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

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

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

U. Intentionally left blank.

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

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

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

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

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

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

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

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

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

Additional Terms and Conditions:

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which the County will procure and receive services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A.”

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

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

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

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

b. Afford the Contractor written notice of the breach and ten 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 County those monies disallowed pursuant to the above.

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

7. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

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

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

The Contractor’s Project Manager and key personnel shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor’s Project Manager.

The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

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

12. Contractor’s Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final
payment is received from the County. Storage of records in another county will require written approval from
the County of Orange assigned DPA.

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 County. The
County assumes no responsibility for any understanding or representations concerning the nature, location(s)
or general conditions made by any of its officers or agents prior to the execution of this contract, unless such
understanding or representations by the County are expressly stated in the contract.

14. County of Orange Child Support Enforcement: In order to comply with the child support enforcement
requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract
but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator,
the Purchasing Agent, or the agency/department deputy purchasing agent:

   a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and
      residence address;

   b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth,
      Social Security number, and residence address of each individual who owns an interest of ten (10)
      percent or more in the contracting entity;

   c. A certification that the contractor has fully complied with all applicable federal and state reporting
      requirements regarding its employees; and

   d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings
      Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract
being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to
comply with all federal, state, and local reporting requirements for child support enforcement or to comply
with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute
a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice
from the County shall constitute grounds for termination of the Contract.

15. Data – Title To: All materials, documents, data or information obtained from the County data files or any
County medium furnished to the contractor in the performance of this contract will at all times remain the
property of the County. Such data or information may not be used or copied for direct or indirect use by the
contractor after completion or termination of this contract without the express written consent of the County.
All materials, documents, data or information, including copies, must be returned to the County at the end of
this contract.

16. Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the
County of Orange may procure the services from other sources. If the cost for those services is higher than
under the terms of the existing Contract, Contractor will be responsible for paying the County the difference
between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance
due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase
is made. This is in addition to any other remedies available under this Contract and under law.

17. 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 by the Contractor's Project Manager and the County's Project Manager, such matter shall
be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

   1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written
      demand for a final decision regarding the disposition of any dispute between the parties arising under,
      related to, or involving this Contract, unless the County, on its own initiative, has already rendered
      such a final decision.
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 County 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.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

18. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

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

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

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
   i. The dangers of drug abuse in the workplace;
   ii. The organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation and employee assistance programs; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
   i. Will receive a copy of the company's drug-free policy statement; and
   ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

a. The Contractor has made false certification, or

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

21. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Exhibit D.)

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

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

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Payroll_Taxes/FAQ-California_Independent_Contractor_Reporting.htm

22. News/Information Release: The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.

23. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.
24. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.

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

26. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

27. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. County Cooperative Contract: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for
providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County’s request.

29. Reports/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 County’s project manager and the Contractor’s project manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this contract. If requested, the Contractor’s project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

30. Security Requirements:
   A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
      1. Perform background checks as to past employment history.
      2. Inquire as to past criminal felony convictions.
      3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver’s licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
      4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.
   B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
      1. Inability or unwillingness to perform in a competent manner.
      2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
      3. Where such employee’s duties include driving a vehicle, absence of a valid California driver’s license or a DUI conviction within the prior two (2) years.
      4. Usage of illegal controlled substances as defined by federal law.
   C. If any of the problems identified with respect to Contractor’s employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
   D. Nothing herein shall render any employee of Contractor an employee of County.
   E. The Contractor’s Personnel Requirements — All employees must pass the County’s background check and meet all requirements as set forth below:
      1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
      2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
      3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate “Contractor Security Clearance” information form for all Contractor’s employee who will be working on or who will need access to the Sheriff-Coroner’s facilities to perform work covered by this Contract. County project manager shall
provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.

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

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

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

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

E. General Security Requirement-At Worksite:

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

2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
   a. Do not give names or addresses to inmates.
   b. Do not receive any names or addresses from inmates.
   c. Do not disclose the identity of any inmate to anyone outside the facility.
   d. Do not give any materials to inmates.
   e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).

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

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

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

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

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

8. Contractor’s personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor’s personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff’s Deputy.

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

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

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

F. Potential Delays/Interruptions:

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

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

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

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

5. Contractor’s personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor’s personnel to be held inside the facility until the incident is resolved by the Sheriff’s personnel.

6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

-Signature Page to Follow-
CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract# MA-060-20011413 for Psychological Evaluation Services on the dates shown opposite their respective signatures below

Contractor*: Susan Saxe-Clifford, PH.D, ABPP

By: [Signature] Title: [Position]
Print Name: [Name] Date: [Date]

Contractor*: Susan Saxe-Clifford, PH.D, ABPP

By: [Signature] Title: [Position]
Print Name: [Name] Date: [Date]

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

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

County Of Orange
A political subdivision of the State of California

[Emblem]
Sheriff-Coroner Department

By: [Signature] Title: [Position]
Print Name: [Name] Date: [Date]

Approved by the Board of Supervisors: [Signature]

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

By: [Signature]
Deputy
ATTACHMENT A

SCOPE OF WORK

PSYCHOLOGICAL EVALUATION SERVICES

1. SCOPE OF WORK

**Psychological Evaluation of Peace Officer Applicant, Candidates & Employees**

This Contract is for Psychological Evaluation Services. Contractor shall meet the California Commission on Peace Officer Standards and Training (POST) for the County’s law enforcement agencies, i.e., the Orange County Sheriff’s Department ("OCSD"), the Orange County Probation Department, the Orange County District Attorney’s Office, and Orange County Community Resources. Peace officers operate in a high-risk environment where failure to make quick and effective decisions can result in devastating life-or-death consequences. Their vested power gives them the right to restrain others’ freedom of movement, use physical force and restrict privacy rights by effecting lawful searches and seizures and detaining or arresting individuals. With this power comes many opportunities for the misuse of authority, including unjustified use of force, witness intimidation, evidence planting and tampering, false arrest and perjury, kickbacks, bribes, theft, illegal seizures, extortion, etc. Such acts result in unwarranted harm to citizens and lead to a community’s loss of trust in its law enforcement officers. The County needs to ensure that peace officers are emotionally and psychologically equipped to perform the difficult and taxing duties inherent in their position and to resist temptations to exploit or misuse their police powers.

**1.01 Introduction**

Contractor shall perform a psychological evaluation of candidates for various peace officer positions, limited peace officer positions, and other positions as designated for the County’s law enforcement departments.

In addition to pre-employment psychological evaluations, Contractor shall perform fitness for duty evaluations, officer-involved shooting evaluations, crisis intervention/counseling services for staff experiencing post-traumatic stress due to job-related events, research analysis, training and consultation with departments as requested.

The psychological evaluation process is a POST standard. It must be done in compliance with POST Psychological Suitability Requirements. The intent of the psychological evaluation is to exclude candidates for peace officer positions who would pose vicarious liability to the County.

**1.02 Service Objectives**

The services the Contractor shall provide to the County shall be related to psychological evaluation services and shall include:

a) Administration (as necessary), scoring, and evaluation of at least two objective tests which have been previously validated by research to support their use in law enforcement screening. Tests and forms are as follows:

- Psychological Screening Consent and Release of Information
- Psychological History Questionnaire
- Minnesota Multiphasic Personality Inventory – 2 or RF
- Sixteen Personality Factor Questionnaire or California Psychological Inventory (CPI)
- Sentence Completion Form
- Autobiography

Copies and details of testing can be provided to the requesting agency upon request. Testing, interview dates and locations shall be provided based on the needs of the requesting agency.

b) The use of subjective scoring test procedures, which may include, but not be limited to, the Autobiography Form and the Law Enforcement Sentence Completions form. Contractor shall score the MMPI-2 or MMPI RF and 16PF or CPI by scanner and computer on site, for instant results.
c) Contractor shall administer a clinical interview after the written tests to review candidate background and psychological findings results to give the candidate the opportunity to explain unusual or potential negative test results.

d) A verbal report shall be provided to the agency next business day and written report recommendation in format requested by the agency shall be provided by the Contractor within five (5) days, of the psychological suitability of each candidate related to the position for which the candidate applied. A simple letter of evaluation results (pass or fail) for employee file shall accompany the report. A cover sheet for the purpose of POST audit shall be provided will the final report.

Contractor shall be available to discuss with the appropriate department personnel information regarding applicant pool and what the specific needs or concerns are ongoing.

e) Specific Areas of Evaluation

Contractor shall screen applicants for psychological suitability in ten (10) dimensions related to the job duties and the job specifications for each position. The following screening process is a clear rational for a pass or a fail recommendation provided for each applicant. The dimensions are:

- Social Competence
- Teamwork
- Adaptability/Flexibility
- Conscientiousness/Dependability
- Impulse Control/Attention to Safety
- Integrity/Ethics
- Emotional Regulation and Stress Tolerance
- Decision-Making and Judgment
- Assertiveness/Persuasiveness
- Avoiding Substance Abuse and Other Risk-Taking Behavior

f) Fitness for Duty Evaluation Process:

Contractor shall provide Fitness for Duty Evaluations (i.e., fit vs. not fit information) to the County. Fitness for Duty Evaluations shall include all that is accomplished in a pre-employment evaluation with the addition of a review of documents including employee’s personnel file, memos and reports and other data relevant to psychological functioning, extensive consultation with referring party, additional tests as dictated by the specific situation and an in depth interview. Verbal and written reports shall be provided at the request of the agency. All records shall be stored in a secure location at the Contractor’s place of business in accordance with the law and Contractor’s own record retention policy, but in no case less than seven (7) years.

g) Officer Involved Shootings, Crisis Interventions and Counseling Services

Contractor shall provide Officer Involved Shooting, Crisis Intervention and Counseling services to requesting agency on an as needed basis. In most cases, individual sessions with referred employees shall occur within forty-eight (48) hours. Group debriefings shall be provided when necessary after a major event. Services shall be designed to fit the needs of the requesting agency.

1.03 Specific Contractor Requirements

The psychological evaluation process shall be initiated at the request of the County. Each psychological evaluation shall be performed by a licensed professional in accordance with Government Code Section 1031(f), which provides that the emotional and mental condition of a peace officer candidate shall be evaluated by either of the following:
(A) A physician and surgeon who holds a valid California license to practice medicine, has successfully completed a postgraduate medical residency education program in a psychiatry accredited by the Accreditation Council for Graduate Medical Education, and has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued after completion of the psychiatric residency program; or,

(B) A psychologist licensed by the California Board of Psychology who has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued post doctorate.

The physician and surgeon or psychologist shall also have met any applicable education and training procedures set forth by POST designed for the conduct of pre-employment psychological screening of peace officers.

In addition, the Contractor shall have a thorough knowledge and understanding of the following: research literature related to psychological screening of peace officers; equal employment opportunity requirements and fair employment issues; and the job-related criteria, including the similarities and differences, among the peace officer professionals for which the evaluation will be performed.

The Contractor shall provide a written report recommending psychological suitability for each candidate evaluated within five (5) working days; however, all three departments shall receive a verbal recommendation the next business day after the evaluation.

The Contractor's assessment process must comply with POST psychological screening guidelines as outlined in the POST Psychological Screening Manual in accordance with Government Code Section 1031(f).

The Contractor shall be available to accommodate a high volume of psychological evaluations for peak recruitment periods and be able to perform them at a mutually agreed upon location within Orange County. Contractor shall accommodate thirty (30) candidates per day or one hundred and fifty (150) candidates per week. If needed, extended hours and weekend hours shall be added by the contractor to accommodate urgent hiring needs. Candidates can be tested and interviewed in one day. Contractor shall schedule all appointments promptly at the time and day requested by the County. The three County Departments using the services of the Contractor will help facilitate administration of related written tests to expedite the assessment process.

Contractor may be required to provide expert court testimony related to the psychological evaluation process.

The County will conduct a background investigation on Contractor and all present and future employees working on County business. If Contractor or its employees fail to pass the background investigation, County is relieved of any further obligation under this contract.

The contract for psychological evaluation services will be administered by the OCSD Purchasing Department; however, Contractor will work directly with the Sheriff's Professional Standards Division and other County law enforcement departments and will directly invoice those departments for services provided with copies provided to the Purchasing Department.

Contractor shall be located within a fifty (50) mile radius from 320 N. Flower Street, Santa Ana, CA 92703 or be able to come on site at no additional cost to the County.

1.04 Job Classifications Requiring Psychological Evaluations

Listed below are the classifications within the County of Orange law enforcement departments that require testing under POST requirements, as well as additional classifications with limited peace officer status, and non-peace officer status, that also require psychological evaluations.

**OC Sheriff-Coroner Department (OCSD):**

<table>
<thead>
<tr>
<th>911 Call Takers</th>
<th>Reserve Deputy Sheriff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Coroners</td>
<td>Sheriff's Correction Services Assistant Trainee (CSAT)</td>
</tr>
</tbody>
</table>
Deputy Sheriff Trainees (DST)  Sheriff’s Special Officer (SSO)
Deputy Sheriffs  Other classifications as required
Radio Dispatchers

**Probation Department:**
Deputy Juvenile Correctional Officer I  Supervising Probation Officer
Deputy Juvenile Correctional Officer II  Volunteer Probation Officer
Deputy Probation Officer I and II  Other classifications as required
Senior Deputy Probation Officer

**District Attorney (DA):**
Assistant Chief Investigator, DA  Public Assistance Investigator
Chief, Bureau of Investigation DA  Public Assistance Investigator Trainee
District Attorney Investigator  Supervising Attorney’s Investigator
Investigative Commander, DA  Supervising Investigator, Welfare Fraud
Investigator Trainee, Welfare Fraud  Supervising Public Assistance Investigator
Investigator, Welfare Fraud  Other classifications as required

**OC Community Resources (OCCR):**
Park Rangers*

*Evaluations for this classification will be submitted by one of the law enforcement agencies listed above (DA, Probation or OCSD) on behalf of OCCR

1.05 **County Supplied Items and Assistance**

1. At County’s sole discretion, County will furnish Contractor the following:
   
   a. County will mail copies of the applicants complete background packet through the Laserfish App or via delivery by County Messenger Representative, or by any other method as determined appropriate by the County.

2. Contractor does not require any County furnished equipment, materials or facilities other than the aforementioned applicant background packets.
ATTACHMENT B
PAYMENT / COMPENSATION

This is a fixed fee Contract between County and Contractor for services provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

1. **Pricing:** Pricing set forth herein shall be firm for the first term of the Contract. All price decreases will automatically be extended to the County. County will accept decreases only. Pricing will be firm unless a reduction is available.

   Price increases after first term shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for Urban Consumers for non-labor, and Urban Wage Earners and Clerical Workers for labor.

   In the event Contractor requests an hourly rate increase as a result of a government mandated minimum wage increase, the County will require Contractor to furnish an employee payroll records for the purpose of verifying which employees on this job are eligible for a minimum wage increase.

2. **Compensation**

   Contractor’s pricing is provided in the form of a single fee or set rate per psychological evaluation. A completed psychological evaluation includes administration (when necessary) and scoring of the written test, clinical interview, and preparation of verbal and written reports including recommendations for hire, the delivery of all reports to County of Orange departmental representatives, and the travel and per diem expenses necessary for contact to conduct evaluation.

   Fees for testimony shall include the time spent preparing and appearing at any proceedings when requested by the County to explain the methodology and validity of the psychological evaluation services, fitness for duty evaluation and research analysis.

   County agrees to compensate the Contractor the Firm Fixed Price set forth below. Contractor agrees to accept the same as full compensation for performing all services and furnishing all staffing and materials called for and for risks connected with the services; and for performance by Contractor of all its duties and obligations hereunder.

   a. **Fixed Rates**

      For authorized work in the Scope of Work described herein and fully set forth in Attachment A, psychological evaluation services will be at the rates set forth below:

      | Services                                                  | Rate   |
      |-----------------------------------------------------------|--------|
      | 1. Firm Fixed Fee per Psychological Evaluation            | $ 410.00 |
      | 2. Other fees, including but not limited to those for partial evaluation services and testimony expert witness fees: |        |
      | a. Second Test Administration of the Minnesota Multiphasic Personality Inventory (MMPI), or other test scoring and interpretation | $ 60.00 |
      | b. “No-Show” or late cancellation for scheduled appointment (less than 48 hours’ notice) | $ 275.00 |
      | c. Review of file, discussion and revised report for different position (per hour) | $ 325.00 |
      | d. Hourly rate for research, analysis and additional consultation when requested and authorized by County and crisis intervention | $ 325.00 |
      | e. Hourly rate for testimony/testimony-related tasks, Training | $ 375.00 |
      | f. Fitness for duty evaluations                           | $ 375.00 |
Contract shall not exceed: $1,275,000.00/3 year term

Year 1: $425,000
Year 2: $425,000
Year 3: $425,000

3. **Contract Usage:** No guarantee is given by the County to the Contractor regarding usage of this contract. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the contract, regardless of quantity requested.

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

   a. Contractor’s name and address
   b. Contractor’s remittance address, if different from 1, above
   c. Name of County agency/department
   d. Delivery/service address
   e. Subordinate Agreement number
   f. Department’s Account Number
   g. Date of invoice
   h. Billing period
   i. Date of service; location/route
   j. Trip charges
   k. Sales tax, if applicable
   l. Total

Payments and/or invoices for the Sheriff-Coroner Department only are to be sent to:

County of Orange
Sheriff-Coroner/Professional Standards Division
320 N Flower St.
Santa Ana, CA 92703
Attn: HR Manager
714-834-5510

Contractor will provide invoice(s) directly to Probation, District Attorney and OC Community Resources for services provided to their department. A copy of all invoices shall be sent to the Sheriff's Purchasing Department.

| County of Orange Sheriff-Coroner/Professional Standards Division 320 N. Flower Street Santa Ana, CA 92703 Attn: HR Manager Ph: 714-834-5111 | County of Orange Probation Department P.O. Box 10260 Santa Ana, CA 92711 Attn: Araceli Perez Ph: (714) 347-4862 | County of Orange District Attorney 401 Civic Center Drive West Santa Ana, CA 92701 Attn: Accounts Payable Ph: 714-347-8491 | County of Orange OC Community Resources 1770 North Broadway Santa Ana, CA 92706 Attn: Accounts Payable |

5. **Payment Terms – Payment in Arrears:** The invoice is to be submitted in arrears to the user agency/department to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.
Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

6. **Year End and Final Invoices**

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

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

This Agreement, MA-060-20011465 hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County,” and Psychological Consulting Associates Inc., with a place of business at 10940 Wilshire Blvd., Suite 1600, Los Angeles, CA 90024, hereinafter referred to as “Contractor,” with County and Contractor sometimes referred to as “Party”, or collectively as “Parties.”

RECITALS

WHEREAS, Contractor responded to County’s Request for Proposal (“RFP”) for Psychological Evaluation Services and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor agrees to provide Psychological Evaluation Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

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

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Psychological Evaluation Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

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

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

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

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

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

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 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 County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty: Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnities as identified in paragraph “Z” below, and as more fully described in paragraph “Z,” harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

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

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

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

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

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

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.
N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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

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

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

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

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

Qualified Insurer

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

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims-made</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per claims-made</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Sexual Misconduct</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

**Required Coverage Forms**

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

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

**Required Endorsements**

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

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

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

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

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

2) A primary and non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3) The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

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

If Contractor’s Professional Liability, and Network Security & Privacy Liability are “Claims-Made” policies, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

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

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

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

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

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.
The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

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

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

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

U. Intentionally left blank.

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

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

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

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

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

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

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

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

Additional Terms and Conditions:

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which the County will procure and receive services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A.”

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

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

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

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

b. Afford the Contractor written notice of the breach and ten 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 County those monies disallowed pursuant to the above.

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

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

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

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

The Contractor's Project Manager and key personnel shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Project Manager.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

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

12. Contractor’s Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final
payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA. All records created pursuant to the Scope of Work in Attachment A shall be stored in a secure location at the Contractor’s place of business in accordance with the law and Contractor’s own record retention policy, but in no case less than seven (7) years.

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 County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the County are expressly stated in the contract.

14. County of Orange Child Support Enforcement: In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;

c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

15. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the contractor after completion or termination of this contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this contract.

16. Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County of Orange may procure the services from other sources. If the cost for those services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

17. 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 by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under,
related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

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 County 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.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

18. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

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

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

20. Contractor Personnel – Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
   i. The dangers of drug abuse in the workplace;
   ii. The organization’s policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation and employee assistance programs; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
   i. Will receive a copy of the company’s drug-free policy statement; and
   ii. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

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

a. The Contractor has made false certification, or

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

21. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a “service provider” to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Exhibit D.)

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

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

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

22. News/Information Release: The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County’s project manager.

23. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the
address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Psychological Consulting Associates, Inc.
Attention: Gina L. Gallivan, Ph.D., A.B.P.P
10940 Wilshire Blvd., Suite 1600
Los Angeles, CA 90024
Ph: 424-289-0299
Email: pcinorporated@gmail.com

For County: County of Orange
Sheriff-Coroner Department/Purchasing Unit
320 N. Flower St
Santa Ana, CA 92703
Attention: Yvette Torres, Supervising PCS
Email: ytorres@ocsd.org

24. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.

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

26. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

27. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. County Cooperative Contract: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly,
arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County’s request.

29. Reports/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 County’s project manager and the Contractor’s project manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this contract. If requested, the Contractor’s project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

30. Security Requirements:

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

B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
   1. Inability or unwillingness to perform in a competent manner.
   2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
   3. Where such employee’s duties include driving a vehicle, absence of a valid California driver’s license or a DUI conviction within the prior two (2) years.
   4. Usage of illegal controlled substances as defined by federal law.

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

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

E. The Contractor’s Personnel Requirements – All employees must pass the County’s background check and meet all requirements as set forth below:
   1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
   2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate “Contractor Security Clearance” information form for all Contractor’s employee who will be working on or who will need access to the Sheriff-Coroner’s facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor’s project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner’s facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.

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

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

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

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

E. General Security Requirement-At Worksites:

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

2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
   
   a. Do not give names or addresses to inmates.
   b. Do not receive any names or addresses from inmates.
   c. Do not disclose the identity of any inmate to anyone outside the facility.
   d. Do not give any materials to inmates.
   e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).

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

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

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

6. Contractor’s personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor’s personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.

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

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

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

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

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

F. Potential Delays/Interruptions:

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

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

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

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

5. Contractor’s personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor’s personnel to be held inside the facility until the incident is resolved by the Sheriff’s personnel.

6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

-Signature Page to Follow-
**CONTRACT SIGNATURE PAGE**

The Parties hereto have executed this Contract# MA-060-20011465 for Psychological Evaluation Services on the dates shown opposite their respective signatures below

**Contractor*: Psychological Consulting Associates, Inc.

By: [Signature]  
Print Name: [Signature]  
Title: President  
Date: 05-27-20

**Contractor**: Psychological Consulting Associates, Inc.

By: [Signature]  
Print Name: [Signature]  
Title: Assistant Treasurer  
Date: 5/27/2020

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

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

**County Of Orange**

A political subdivision of the State of California

[Logo] Sheriff-Coroner Department

By: [Signature]  
Print Name: [Signature]  
Title:  
Date: 

Approved by the Board of Supervisors: [Signature]

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

By: [Signature]  
Deputy
SCOPE OF WORK

1. SCOPE OF WORK

Psychological Evaluation of Peace Officer Applicant, Candidates & Employees

This Contract is for Psychological Evaluation Services. Contractor shall meet the California Commission on Peace Officer Standards and Training (POST) for the County’s law enforcement agencies, i.e., Orange County Sheriff’s Department (“OCSO”), the Orange County Probation Department, the Orange County District Attorney’s Office, and Orange County Community Resources. Peace officers operate in a high-risk environment where failure to make quick and effective decisions can result in devastating life-or-death consequences. Their vested power gives them the right to restrain others’ freedom of movement, use physical force and restrict privacy rights by effecting lawful searches and seizures and detaining or arresting individuals. With this power comes many opportunities for the misuse of authority, including unjustified use of force, witness intimidation, evidence planting and tampering, false arrest and perjury, kickbacks, bribes, theft, illegal seizures, extortion, etc. Such acts result in unwarranted harm to citizens and lead to a community’s loss of trust in its law enforcement officers. The County needs to ensure that peace officers are emotionally and psychologically equipped to perform the difficult and taxing duties inherent in their position and to resist temptations to exploit or misuse their police powers.

1.01 Introduction

Contractor shall perform a psychological evaluation of candidates for various peace officer positions, limited peace officer positions, and other positions as designated for the County’s law enforcement departments.

In addition to pre-employment psychological evaluations, Contractor shall perform fitness for duty evaluations, officer-involved shooting evaluations, crisis intervention/counseling services for staff experiencing post-traumatic stress due to job-related events, research analysis, training and consultation with departments as requested.

The psychological evaluation process is a POST standard. It shall be done in compliance with POST Psychological Suitability Requirements. The intent of the psychological evaluation is to exclude candidates for peace officer positions who would pose vicarious liability to the County.

1.02 Service Objectives

Contractor shall provide psychological evaluation services and shall include:

a) Administration (as necessary), scoring, and evaluation of at least two objective tests which have been previously validated by research to support their use in law enforcement screening.

b) The use of subjective scoring test procedures which may include, but not be limited to, the Autobiography Form and the Law Enforcement Sentence Completions form.

c) A clinical interview conducted after the written tests to review candidate background and psychological findings results to give the candidate the opportunity to explain unusual or potential negative test results.

d) A verbal and written recommendation of the psychological suitability of each candidate related to the position for which the candidate applied.

1.03 Specific Contractor Requirements

a) Each psychological evaluation shall be performed by a licensed professional in accordance with Government Code Section 1031(f), which provides that the emotional and mental condition of a peace officer candidate shall be evaluated by either of the following:

1) A physician and surgeon who holds a valid California license to practice medicine, has successfully completed a postgraduate medical residency education program in a psychiatry accredited by the Accreditation Council for Graduate Medical Education, and has at least the
equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued after completion of the psychiatric residency program; or,

2) A psychologist licensed by the California Board of Psychology who has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued post doctorate.

The physician and surgeon or psychologist shall also have met any applicable education and training procedures set forth by POST designed for the conduct of pre-employment psychological screening of peace officers.

In addition, the Contractor shall have a thorough knowledge and understanding of the following: research literature related to psychological screening of peace officers; equal employment opportunity requirements and fair employment issues; and the job-related criteria, including the similarities and differences, among the peace officer professionals for which the evaluation will be performed.

b) The Contractor shall provide a written report recommending psychological suitability for each candidate evaluated within five (5) working days for the Probation Department and within ten (10) working days for the Sheriff-Coroner and District Attorney Departments. However, all three departments shall receive a verbal recommendation the next business day after the evaluation.

Documentation supporting such recommendations will be retained by Contractor under doctor/client confidentiality privileges. The Contractor’s assessment process must comply with POST psychological screening guidelines as outlined in the POST Psychological Screening Manual in accordance with Government Code Section 1031(f).

c) Contractor shall follow the traditional P.O.S.T Model which comprises of the following two components:
   - The Pre-Offer Component:
     - Written Civil Service Exam
     - Physical Agility Test
     - Oral Board
     - Pre-Offer Background
     - Pre-Offer Polygraph
   - The Post-Offer Component:
     - Psychological
     - Medical

d) Assessment Techniques:

Contractor shall use the following assessment techniques when evaluating an applicant:

1) Minnesota Multiphasic Personality Inventory – 2nd Edition, Restructured Form (MMPI-2RF): The MMPI-2 used as a clinical testing instrument and consists of 567 questions. This test shall assess and diagnose mental illness and shall be used as a screening instrument especially in high risks jobs.

2) CPI Police & Public Safety Selection Report Form 434: This report shall be based on the 434-item version of the California Psychological Inventory (CPI). It shall be designed to improve the accuracy and fairness of employment screenings. Features of this test include:
   - Risk statements, estimates the likelihood that the applicant will demonstrate specific selection relevant problems
   - CPI Scale Profiles, allows the applicant’s test scores to be compared to those of applicants subsequently hired.
   - A list of individual “selection-relevant” CPI such as indicators of possible job performance problems
   - A summary list of CPI scales for which the applicant’s scores are favorable or unfavorable indicators of the applicant’s likely performance on specific job functions or job problem areas.
3) WPT Wonderlic Assessment Form II: a cognitive aptitude ability test that measures a candidate’s ability to learn, adapt, solve problems and understand instructions.

4) Sentence Completion: a personality assessment test that uses a sentence completion technique by word association methods.

5) Review of the Background Information: Provided by applicant via questionnaire and review of background material provided by the Police Department.

6) Clinical Interview

7) Mental Status Exam & Behavioral Observations

e) Classifications

Upon completion of the risk assessments, the findings will be classified according to High, Moderate, or Low Risk and Indeterminable ratings for job related deficiencies. Classifications are as follows:

- Applicants with a High Risk rating on one or more dimensions do not meet qualification standards.
- Applicants with one or more Moderate Risk rating do meet the qualifications standards, but reveal an elevated potential for performance problems that may be lowered through training, experience, and/or supervision.
- Applicants with a Low Risk rating are considered suitable for a position.
- Applicants with dimensions checked “Indeterminable” cannot be assessed because the applicant has responded to the assessment process with excessive defensiveness and underreporting. A finding of Indeterminable on one or more Dimensions indicates the need for the Department to verify the accuracy of the applicant’s self-reported behavior in all phases of the selection process.

f) Risk Ratings

Risk ratings for job related deficiencies shall be determined in the following psychological competencies:

- Cluster 1: Interpersonal Behavior
  - Social
  - Teamwork
  - Assertiveness
  - Respect for Chain of Command

- Cluster 2: Judgment and Adaptability
  - Decision-Making and Judgment
  - Adaptability and Flexibility

- Cluster 3: Emotional Control
  - Emotional Regulation and Stress Tolerance
  - Avoiding Substance Abuse and Other Risk-Taking Behavior
  - Impulse Control/Attention to Safety

- Cluster 4: Work Attitudes
  - Conscientiousness/Dependability
  - Integrity/Ethics

- Cluster 5: Communication/Learning Skills
  - Communication Abilities
  - Problem Solving/Learning

g) Individual Psychotherapy:

Contractor shall provide cognitive behavioral therapy when requested by the County. This treatment is effective for issues like Post-Traumatic Stress Disorder.

h) Group Psychotherapy:
Group therapy is an effective treatment option for growth and change. In this form of counseling, Contractor shall bring together, up to eight (8) people under the guidance of a professionally trained therapist to help themselves and one another. Topics include:

- Trauma Support Group
- Support Group for Post-Traumatic Stress Disorder
- Support Group for the Spouses/Significant Others of Police Officers with PTSD
- Alcohol and Substance Abuse Group for First Responders

i) Fitness for Duty Evaluation
Contractor shall perform Fitness for Duty Evaluation when requested by County. A Fitness for Duty Evaluation shall be performed when an employee demonstrates objective problematic behavior that calls into question his or her ability to perform their duties safely and effectively when there is reasonable basis for believing that the behavior is the result of an underlying psychological/psychiatric issue.

j) Critical Incident Debriefings:
Contractor shall be available to provide Critical Incident Debriefings at any time of the day or night. Immediate response to trauma resulting from line of duty deaths, suicides, officer involved shootings, dead baby calls, child abuse cases, homicide or traffic collisions scenes, suicide by cop situations, and personal injuries. Contractor shall have the ability to develop a Trauma Support Team within the requesting agency that will be able to provide immediate psychological first aid to the agencies employees for critical incidents that occur on duty.

k) The Contractor shall be available to accommodate a high volume of psychological evaluations for peak recruitment periods and be able to perform them at a mutually agreed upon location within Orange County. Contractor shall accommodate thirty (30) candidates per day or one hundred and fifty (150) candidates per week. The three County Departments using the services of the Contractor will help facilitate administration of related written tests to expedite the assessment process.

l) Contractor may be required to provide expert court testimony related to the psychological evaluation process.

m) The County will conduct a background investigation on Contractor and all present and future employees working on County business. If Contractor or its employees fail to pass the background investigation, County is relieved of any further obligation under this contract.

n) This contract for psychological evaluation services will be administered by the OCSD Purchasing Department; however, Contractor will work directly with the Sheriff’s Professional Standards Division and other County law enforcement departments and will directly invoice those departments for services provided with copies provided to the Purchasing Department.

o) Contractor shall be located within a fifty (50) mile radius from 320 N. Flower Street, Santa Ana, CA 92703 or be able to come on site at no additional cost to the County.

1.04 Job Classifications Requiring Psychological Evaluations
Listed below are the classifications within the County of Orange law enforcement departments that require testing under POST requirements, as well as additional classifications with limited peace officer status, and non-peace officer status, that also require psychological evaluations.

**OC Sheriff-Coroner Department (OCSD):**

<table>
<thead>
<tr>
<th>Sheriff's Call Takers</th>
<th>Reserve Deputy Sheriff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Coroners</td>
<td>Sheriff’s Correction Services Assistant Trainee (CSAT)</td>
</tr>
</tbody>
</table>

*County of Orange*  
*Sheriff Coroner Department*

*MA-060-20011465*  
*Psychological Evaluation Services*  
*File No.: C019853*
Deputy Sheriff Trainees (DST)  Sheriff’s Special Officer (SSO)
Deputy Sheriffs  Other classifications as required
Radio Dispatchers

**Probation Department:**
Deputy Juvenile Correctional Officer I  Supervising Probation Officer
Deputy Juvenile Correctional Officer II  Volunteer Probation Officer
Deputy Probation Officer I and II  Other classifications as required
Senior Deputy Probation Officer

**District Attorney (DA):**
Assistant Chief Investigator, DA  Public Assistance Investigator
Chief, Bureau of Investigation DA  Public Assistance Investigator Trainee
District Attorney Investigator  Supervising Attorney’s Investigator
Investigative Commander, DA  Supervising Investigator, Welfare Fraud
Investigator Trainee, Welfare Fraud  Supervising Public Assistance Investigator
Investigator, Welfare Fraud  Other classifications as required

**OC Community Resources (OCCR):**
Park Rangers*

*Evaluations for this classification will be submitted by one of the law enforcement agencies listed above (DA, Probation or OCSD) on behalf of OCCR

1.05 **County Supplied Items and Assistance**

1. At County’s sole discretion, County will furnish Contractor the following:

   a. County will mail copies of the applicants complete background packet through the Laserfiche App, or via delivery by County Messenger Representative, or by any other method as determined appropriate by the County.

2. Contractor does not require any County furnished equipment, materials or facilities other than the aforementioned applicant background packets.
ATTACHMENT B
PAYMENT/COMPENSATION

This is a fixed fee Contract between County and Contractor for services provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

1. **Pricing:** Pricing set forth herein shall be firm for the first term of the Contract. All price decreases will automatically be extended to the County. County will accept decreases only. Pricing will be firm unless a reduction is available.

   Price increases after first term shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for Urban Consumers for non-labor, and Urban Wage Earners and Clerical Workers for labor.

   In the event Contractor requests an hourly rate increase as a result of a government mandated minimum wage increase, the County will require Contractor to furnish an employee payroll records for the purpose of verifying which employees on this job are eligible for a minimum wage increase.

2. **Compensation**

   Contractor’s pricing is provided in the form of a single fee or set rate per psychological evaluation. A completed psychological evaluation includes administration (when necessary) and scoring of the written test, clinical interview, and preparation of verbal and written reports including recommendations for hire, the delivery of all reports to County of Orange departmental representatives, and the travel and per diem expenses necessary for contact to conduct evaluation.

   Fees for testimony shall include the time spent preparing and appearing at any proceedings, when requested by the County to explain the methodology and validity of the psychological evaluation services, fitness for duty evaluation and research analysis.

   County agrees to compensate the Contractor the Firm Fixed Price set forth below. Contractor agrees to accept the same as full compensation for performing all services and furnishing all staffing and materials called for and for risks connected with the services; and for performance by Contractor of all its duties and obligations hereunder.

   a. **Fixed Rates**

      For authorized work in the Scope of Work described herein and fully set forth in Attachment A, psychological evaluation services will be at the rates set forth below:

      | Services                                      | Rate  |
      |----------------------------------------------|-------|
      | 1. Firm Fixed Fee per Psychological Evaluation | $425.00 |
      | 2. Other fees, including but not limited to those for partial evaluation services and testimony expert witness fees: |       |
      | a. Second Test Administration of the Minnesota Multiphasic Personality Inventory-2nd Edition, Restructured Form (MMPI-2RF), or other test scoring and interpretation (Note: Contractor is offering the new assessment at the old assessment price) | $70.00 |
      | b. “No-Show” or late cancellation for scheduled appointment (less than 48 hours’ notice) | $275.00 |
      | c. Review of file, discussion and revised report for different position | $175.00 |
      | d. Hourly rate for research, analysis and additional consultation when requested and authorized by County and crisis intervention | $325.00 |
      | e. Hourly rate for testimony/testimony-related tasks | $325.00 |
      | f. Hourly Rate for Fitness for duty evaluations | $450.00 |
g. Training: Full Day $2,800.00  
Half-Day $1,400.00  

Contract shall not exceed: $1,275,000.00/3 years  
1st year: $425,000.00  
2nd year $425,000.00  
3rd year: $425,000.00  

3. Contract Usage  
No guarantee is given by the County to the Contractors regarding usage of this contract. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the contract, regardless of quantity requested.  

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

a. Contractor’s name and address  
b. Contractor’s remittance address, if different from 1, above  
c. Name of County agency/department  
d. Delivery/service address  
e. Subordinate Agreement number  
f. Department’s Account Number  
g. Date of invoice  
h. Billing period  
i. Date of service; location/route  
j. Trip charges  
k. Sales tax, if applicable  
l. Total  

Payments and/or invoices for the Sheriff-Coroner Department only are to be sent to:  

County of Orange  
Sheriff-Coroner/Professional Standards Division  
320 N Flower St.  
Santa Ana, CA 92703  
Attn: Employee Services Manager  
714-834-5110  

Contractor will provide invoice(s) directly to Probation, District Attorney and OC Community Resources for services provided to their department. A copy of all invoices shall be sent to the Sheriff’s Purchasing Department.  

| County of Orange Sheriff-Coroner/Professional Standards Division  
320 N. Flower Street  
Santa Ana, CA 92703  
Attn: Employee Services Manager  
Ph: 714-834-5110 | County of Orange Probation Department  
P.O. Box 10260  
Santa Ana, CA 92711  
Attn: Araceli Perez  
Ph: (714) 347-4862 | County of Orange District Attorney  
401 Civic Center Drive West  
Santa Ana, CA 92701  
Attn: Accounts Payable  
Ph: 714-347-8491 | County of Orange OC Community Resources  
1770 North Broadway  
Santa Ana, CA 92706  
Attn: Accounts Payable  

County of Orange  
Sheriff-Coroner Department  
Psychological Evaluation Services  

MA-060-20011465  
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5. **Payment Terms – Payment in Arrears:** The invoice is to be submitted in arrears to the user agency/department to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

6. **Year End and Final Invoices**

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

**Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.**
THIS AGREEMENT (hereinafter “Contract”) for the procurement of Psychological Evaluation Services, as further described herein, is made and entered into as of the date of the last to sign of all necessary signatures below, and is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and Susan Saxe-Clifford, PH.D., ABPP, APC, with a place of business at 16530 Ventura Blvd., Suite 203, Encino, CA 91436, hereinafter referred to as (“Contractor”), which are sometimes individually referred to as “Party”, or collectively referred to as “Parties.”

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide Psychological Evaluation Services, as further set forth herein; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the Request For Proposals for Psychological Evaluation Services; and

WHEREAS, County’s Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a contract with Contractor for Psychological Evaluation Services.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

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

B. Entire Contract: This Contract, including all Attachments and Exhibits, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or his designee.

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

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

E. Delivery: Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable
specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.

E—Acceptance/Payment: Unless otherwise agreed to in writing by County, 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 County, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance to Attachment C, Compensation and Pricing.

G—Warranty: Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnities as identified in paragraph “FF” below, and as more fully described in paragraph “P”, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

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

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

J—Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq, of the California Labor Code.

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

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 claiming to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
M. **Remedies Not Exclusive**: The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

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

O. **Performance**: Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

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

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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

**Qualified Insurer**

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

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

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers' Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td></td>
<td>Or per occurrence</td>
</tr>
<tr>
<td>Sexual Misconduct Liability</td>
<td>$25,000 per occurrence</td>
</tr>
</tbody>
</table>

**Required Coverage Forms**

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

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

**Required Endorsements**

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

1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2) A primary non-contributing endorsement evidencing that the contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days’ notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

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

The Commercial General Liability policy shall contain a severability of interests’ clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

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

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

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

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

Q. Bills and Liens: Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “HH” below, indemnify, defend, and hold County and County Indemnities harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

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

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

T. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

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

V. Pricing: The Contract price, as more fully set forth in Attachment C, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
W. Waiver of Jury Trial: Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and for any other claim of injury or damage.

X. Terms and Conditions: Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

Y. Headings: The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

Z. 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.

AA. Calendar Days: Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

BB. Attorney’s Fees: In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.

CC. Interpretation: This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of 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.

DD. Authority: The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

EE. Employee Eligibility Verification: 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. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
Indemnification Provisions: CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY’S Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Additional Terms and Conditions

1. Term of Contract: This Contract shall commence on July 1, 2014 and shall continue for one (1) year renewable for four (4) additional one (1) year terms from that date. The County does not have to give reason if it decides not to renew.

2. Scope of Services: This Contract, including any Attachments and Exhibits, specifies the contractual terms and conditions by which Contractor shall provide Psychological Evaluation Services, as described in Attachment A (Scope of Work), under a fixed price contract, as set forth herein.

3. Fiscal Appropriation: This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

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

4. Project Manager: County and Contractor shall each appoint a Project Manager to act as liaison between each Party during the term of this Contract. County’s Project Manager shall coordinate the activities of County staff assigned to work with Contractor. County may assign an additional Project Manager to coordinate the installation of the physical plant equipment.

County’s Project Manager shall have the right to require the removal and replacement of Contractor’s Project Manager and key personnel. County’s Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by County’s Project Manager. County’s Project Manager shall review and approve the appointment of the replacement for Contractor’s Project Manager and key personnel. Said approval shall not be unreasonably withheld.

5. Precedence: The Contract documents herein consist of this Contract and its 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 attachments.

6. Conflict of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s employees, agents, and relatives; sub-tier consultants; and third parties
associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but
not be limited to establishing precautions to prevent its employees or agents from making, receiving,
providing or offering gifts, entertainment, payments, loans or other considerations which could be
deemed to appear to influence individuals to act contrary to the best interests of County.

7. Child Support Enforcement Requirements: Contractor is required to comply with the child
support enforcement requirements of County. Failure of Contractor to comply with all federal,
state, and local reporting requirements for child support enforcement or to comply with all
lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall
constitute a material breach of the Contract. Failure to cure such breach within sixty (60)
calendar days of notice from County shall constitute grounds for termination of the Contract.

8. Publication/News/Information Release: No copies of sketches, schedules, written documents,
computer-based data, photographs, maps or graphs, including graphic art work, resulting from
performance or prepared in connection with this Contract, are to be released by Contractor and/or
anyone acting under the supervision of Contractor to any person, partnership, company, corporation,
or agency, without prior written approval by County, except as necessary for the performance of the
services of this Contract. All press releases with either the award of this Contract or any subsequent
amendment of, or effort under this Contract shall not be released without first obtaining review and
written approval of said news releases from County through County’s Project Manager.

9. Reports/Meetings: Upon County’s request, Contractor shall develop reports and any other
relevant documents necessary to complete the services and requirements as set forth in this
Contract. County’s Project Manager and Contractor’s Project Manager will meet on reasonable
notice to discuss Contractor’s performance and progress under this Contract. If requested,
Contractor’s Project Manager and other project personnel shall attend all meetings. Contractor
shall provide such information that is requested by County for the purpose of monitoring
progress under this Contract.

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

a. Afford 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;

b. Discontinue payment to Contractor for and during the period in which Contractor is in breach
   and offset against any monies billed by Contractor but yet unpaid by County those monies
   disallowed pursuant to the above.

c. Terminate the Contract immediately without penalty.

11. Contract Disputes: The Parties shall deal in good faith and attempt to resolve potential disputes
informally. If the dispute concerning a question of fact arising under the terms of this Contract is not
disposed of in a reasonable period of time by Contractor’s Project Manager and the County’s Project
Manager, such matter shall be brought to the attention of County’s Purchasing Agent by way of the
following process:

a. Contractor shall submit to the agency/department deputy purchasing agent 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 County, on its own initiative, has already
   rendered such a final decision.
b. Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, 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 Contractor believes County is liable.

c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor’s failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County’s Purchasing Agent or his designee. If County fails to render a decision within ninety (90) days after receipt of Contractor’s demand, it shall be deemed a final decision adverse to Contractor’s contentions. County’s final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction.

12. Termination — Orderly: Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

13. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

14. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: Sheriff Coroner/Professional Services Department
________________________ 320 N. Flower St., 4th Floor
________________________ Santa Ana, CA 92703
Attn: Becky Coltman
Ph: 714-834-6301

cc: Sheriff Coroner /Purchasing Services Bureau
________________________ Attn: Lorena Quirarte, Buyer
________________________ 320 N. Flower Street
15. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.

16. **Title to Data:** All materials, documents, data or information obtained from County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

17. **Contractor’s Records:** Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by County at reasonable times. Such records will be retained for three (3) years after the expiration or termination of this Contract.

18. **Conditions Affecting Work:** 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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.

19. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

20. **Contractor Safety Standards and Work Hours:** Contractor will ensure compliance with all safety and hourly requirements for employees in accordance with Federal, State, and County safety and health regulations and laws.

21. **Audit:** County’s duly authorized representative shall have access, at reasonable times, to all reports, Contract records, documents, files and personnel necessary to audit and verify Contractor’s charges to County hereunder. Contractor agrees to maintain reports, records, documents, and files related to charges hereunder for a period of three (3) years following the date of final payment for the
Contractor’s services hereunder County reserves the right to audit and verify Contractor’s records before final payment is made. County’s representatives shall have the right to reproduce any of the aforesaid documents.

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

22. Authorization Warranty: Contractor represents and warrants that the person executing the Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

23. Usage: No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by County, at prices listed in the Contract, regardless of quantity requested.

24. Licenses and Standards: Contractor represents and warrants that it and all Contractor personnel providing services under this Contract have all necessary licenses, certifications and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Further Contractor represents and warrants that its employees, agents, interns, paid or unpaid volunteers and consultants or agents shall conduct themselves in compliance with the laws applicable to sexual harassment and ethical behavior. County may terminate this Contract immediately without penalty in the event that any of Contractor personnel are found not to have any applicable or represented license.

25. Contractor Personnel – Reference Checks: The contractor warrants that all persons employed to provide service under this contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks may be coordinated by the agency/department issuing this contract at the discretion of the Sheriff.

26. Security Requirements:

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

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

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

1. Inability or unwillingness to perform in a competent manner.
2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
3. Where such employee’s duties include driving a vehicle, absence of a valid California driver’s license or a DUI conviction within the prior two (2) years.

4. Usage of illegal drugs or other substances.

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

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

THE CONTRACTOR’S PERSONNEL REQUIREMENTS:

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

1. Contractor’s Personnel Background Checks:

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

b. No person shall be employed on this work that has not received prior clearance from the Sheriff-Coroner Department.

c. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate “Contractor Security Clearance” information form for all Contractor’s employee who will be working on or who will need access to the Sheriff-Coroner’s facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor’s project manager.

d. Contractor Security Clearance information forms for renewal, at specified intervals and for new employees of Contractor, shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance or prior to the use of any person for work occurring on Sheriff-Coroner’s Facilities.

e. Contractor Security Clearance information forms must be submitted on the original Sheriff-Coroner’s printed form. Facsimile or photocopy forms will not be accepted.

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

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

h. County will not give Contractor the reason an individual’s clearance is denied, but will provide explanation to individual affected via U.S. Mail.
27. **Cooperative Agreement**: The provisions and pricing of this Contract will be extended to other political sub-divisions and County of Orange agencies/departments. Political sub-divisions and County of Orange agencies/departments wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract. The County of Orange may authorize the loading of this agreement into an electronic commerce system.
The Parties hereto have executed this Contract # MA-060-14011457 on the dates shown opposite their respective signatures below.

**CONTRACTOR**: SUSAN Saxe-CliFFORD, PH.D, ABPP, APC

______________________________
Signature

______________________________
Print Name

______________________________
Title

______________________________
Date

______________________________
Signature

______________________________
Print Name

______________________________
Title

______________________________
Date

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

******************************************************************************

**C**OUNTY OF **O**RANGE, a political subdivision of the State of California

By ________________________________ Title ________________________________

Print Name ________________________________ Date ________________________________

Approved by Board of Supervisors on: ________________________________

Approved as to form

County Counsel

******************************************************************************

Attachment C - Redline Version of Prior Amendment

Page 14 of 21
ATTACHMENT A
SCOPE OF WORK
PSYCHOLOGICAL EVALUATION SERVICES

1. SCOPE OF WORK

1. Psychological Evaluation of Peace Officer Candidates

1.01—Introduction
Contractor shall perform psychological evaluation of applicants for various peace officer, limited peace officer positions, and other positions as designated for the Sheriff Coroner, Probation and District Attorney offices. In addition to pre-employment psychological evaluations, Contractor shall perform fitness for duty evaluations, officer-involved shooting evaluations, crisis intervention/counseling services for staff experiencing post traumatic stress due to job-related events, and research analysis and training and consultation with departments when requested.

The psychological evaluation process is a 1985 California Peace Officer Standards and Training (POST) standard. It must be done in compliance with the POST Psychological Suitability Requirements. The intent of the psychological evaluation is to exclude candidates for peace officer positions who would pose vicarious liability to the County.

1.02—Service Objectives
The services the Contractor shall provide to the County shall be related to psychological evaluation services and shall include: 1) administration as necessary, scoring and evaluation of at least two objective tests which have been previously validated by research to support their use in law enforcement screening; 2) the use of subjective scoring test procedures which may include, but not be limited to, the Autobiography Form and the Law Enforcement Sentence Completion form; 3) a clinical interview conducted after the written tests to review candidate background and psychological findings results to give candidate the opportunity to explain unusual or potential negative test results; and 4) a verbal and written recommendation of the psychological suitability of each candidate related to the position for which the candidate applied.

1.03—Specific Contractor Requirements
Each psychological evaluation shall be performed by a licensed professional in accordance with Government Code Section 1031 (f), which provides that the emotional and mental condition of a peace officer candidate shall be evaluated by either of the following:

(A) A physician and surgeon who holds a valid California license to practice medicine, has successfully completed a postgraduate medical residency education program in psychiatry accredited by the Accreditation Council for Graduate Medical Education, and has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued after completion of the psychiatric residency program; or,

(B) A psychologist licensed by the California Board of Psychology who has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued post doctorate.

The physician and surgeon or psychologist shall also have met any applicable education and training procedures set forth by the California Commission on Peace Officer Standards and Training designed for the conduct of pre-employment psychological screening of peace officers.

In addition, the Contractor shall have a thorough knowledge and understanding of the following: research literature related to psychological screening of peace officers; equal employment opportunity requirements and fair employment issues; and the job-related criteria, including the
similarities and differences among the peace officer professions for which the evaluations will be performed.

The Contractor shall provide a written report recommending psychological suitability for each candidate evaluated within five working days for the Probation Department and within ten working days for the Sheriff-Coroner and District Attorney Departments. However, all three departments shall receive a verbal recommendation the next business day after the evaluation.

Documentation supporting such recommendations will be retained by Contractor under doctor/client confidentiality privileges. The Contractor’s assessment process must comply with POST psychological screening guidelines as outlined in the POST Psychological Screening Manual in accordance with Government Code Section 1031 (f).

The Contractor shall be available to accommodate a high volume of psychological evaluations for peak recruitment periods and be able to perform them at a mutually agreed upon location within Orange County. The three County Departments using the services of the Contractor will help facilitate administration of related written tests to expedite the assessment process.

Contractor may be required to provide expert court testimony related to the psychological evaluation process.

The County may, at the Sheriff’s discretion, conduct a background investigation on Contractor and all present and future employees working on county business. If Contractor or its employees fail to pass the background investigation, County is relieved of any further obligations under this contract.

The Contract for psychological evaluation services will be administered by the County of Orange Sheriff’s Department Purchasing Bureau; however, Contractor will work directly with the Sheriff’s Professional Standards Division and County’s law enforcement departments and will directly invoice those departments for services provided with copies provided to Purchasing Department.

### 4.04 Job Classifications Requiring Psychological Evaluation

Listed below are the classifications within the three departments that require testing under POST requirements, plus two classifications with limited peace officer status within the Sheriff’s Department that also require psychological evaluation.

#### Sheriff-Coroner:
- Deputy Sheriff Trainees
- Reserve Deputy Sheriff
- 911 Call Takers
- Dispatchers
- Sheriff’s Special Officer (SSO)
- Park Rangers
- Correction Services Assistant
- Others as required
- Deputy Coroners

#### Probation Department:
- Deputy Probation Officer I and II
- Deputy Juvenile Correctional Officer I
- Deputy Juvenile Correctional Officer II
- Volunteer Probation Officer
- Others as required

#### District Attorney:
- Assistant Chief Investigator, DA
- Chief, Bureau of Investigation DA
- District Attorney Investigator
- Investigative Commander, DA
Supervising Attorney's Investigator ______ Investigator/Polygraph Exam
Investigator Trainee, Welfare Fraud ______ Investigator, Welfare Fraud
Supervising Investigator, Welfare Fraud ______ Others as required

No guarantee is given by the County to the Contractor regarding usage of this Contract. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
ATTACHMENT B
COUNTY SUPPLIED ITEMS AND ASSISTANCE

1. At County’s sole discretion, County will furnish Contractor the following:

   a. County will mail copies of the applicants complete background packet.

   County may also consider other needs requested in the Contractor’s proposal.

   Contractor does not require any County furnished equipment, materials or facilities other than the aforementioned applicant background packets.
## ATTACHMENT C
--- FEE SUMMARY

### I. COMPENSATION

Contractor’s pricing is provided in the form of a single fee or set rate per psychological evaluation. A completed psychological evaluation includes the administration when necessary, and scoring of the written test, clinical interview, and preparation of verbal and written reports including recommendations for hire, the delivery of all reports to County of Orange departmental representatives, and the travel and per diem expenses necessary for the Contractor to conduct evaluations.

Fee for testimony shall include the time spent preparing and appearing at any proceedings, when requested by the County to explain the methodology and validity of the psychological evaluation services, fitness for duty evaluation, and research analysis.

County agrees to compensate the Contractor the Firm Fixed Price set forth below. Contractor agrees to accept the same as full compensation for performing all services and furnishing all staffing and materials called for, and for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder.

#### a. Fixed Rates

For authorized work in the Scope of Work described herein and fully set forth in Attachment A, psychological evaluation services will be at the rates set forth below.

<table>
<thead>
<tr>
<th>Services</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Firm Fixed Fee per Psychological Evaluation</td>
<td>$410.00</td>
</tr>
<tr>
<td>2. Other fees, including but not limited to those for partial evaluation services and testimony expert witness fees:</td>
<td></td>
</tr>
<tr>
<td>a. Second Test Administration of the Minnesota Multiphasic Personality Inventory (MMPI), or other test scoring and interpretation</td>
<td>$60.00</td>
</tr>
<tr>
<td>b. “No-Show” or late cancellation of scheduled Appointment (less than 48 hours notice)</td>
<td>$275.00</td>
</tr>
<tr>
<td>c. Review of file, discussion, and revised report for Different position</td>
<td>$162.50</td>
</tr>
<tr>
<td>d. Hourly rate for research, analysis, and additional consultation when requested and authorized by County and crisis intervention</td>
<td>$325.00</td>
</tr>
</tbody>
</table>
e. Hourly rate for testimony/testimony related tasks and $375.00
   Fitness for duty evaluations

   Contract total value shall not exceed $400,000.00 per Contract term.

II. PAYMENT

a. Invoicing Instructions:

   Invoices and support documentation are to be sent to:
   County of Orange
   Sheriff Coroner Department
   320 N. Flower St., Suite 400, PSD
   Santa Ana, CA 92703
   Attention: Becky Coltman

   The Contractor may bill on the standard invoice form, but all invoices must have
   the following information:

   1. Contractor’s name and address
   2. Contractor’s remittance address
   3. County Contract number: MA-060-14011457
   4. Contractor’s Tax I.D. number
   5. Date of Order
   6. Product description, quantity, prices
   7. Sales tax, if applicable
   8. Brief description of services

   The County’s Project Manager is responsible for approval of invoices and
   subsequent submittal of invoices to the Auditor-Controller for processing of
   payment.

   The responsibility for providing an acceptable invoice to the County for payment
   rests with the Contractor. Incomplete or incorrect invoices are not acceptable
   and will be returned to the Contractor for correction.

b. Terms:

   The Auditor-Controller will make payment within thirty days after receipt of
   invoices. All invoices must be verified and approved by the County Project
   Manager.

   Payments made by the County shall not preclude the right of the County from
   thereafter disputing any items or services involved or billed under this
   Agreement and shall not be construed as acceptance of any part of the services.
INSTRUCTIONS:
UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, COMPLETE PART I AND PART II. RETURN COMPLETED FORM TO: SHERIFF-CORONER DEPARTMENT/PURCHASING SERVICES BUREAU, 320 N. FLOWER ST., SANTA ANA, CA 92703.

EXHIBIT I
County of Orange Child Support Enforcement

Contract Certification

PART I

A. In case of an individual contractor, provide:
   — His/her name, date of birth, Social Security number, and residence address:

B. In the case of contractor doing business in a form other than as an individual, provide:
   — The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; OR

C. “If your firm is a non-profit entity please indicate: “N/A, Non-Profit Organization” OR If no single person owns an interest of 10 percent or more please state this fact below.

   (Please note: Part II "Certification" must also be signed and returned)

1. Name: __________________________________________________________
   D.O.B.: ____________________________
   SSN No: ____________________________
   Residence Address: _______________________________________________

2. Name: __________________________________________________________
   D.O.B.: ____________________________
   SSN No: ____________________________
   Residence Address: _______________________________________________

PART II

CERTIFICATION (PART I MUST ALSO BE COMPLETED)

I certify that Susan Saxe-Clifford, Ph.D., ABPP, APC is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: MA-060-14011457 with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE ____________________________________________
PRINTED NAME ____________________________________________________
TITLE ____________________________________________________________
## Evaluation Criteria

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### Proposer: Susan Saxe-Clifford Ph.D, ABPP

### Proposer: Psychological Evaluation Services
### Final Scoring Summary

**RFP #060-C019853-YT - RFP Psychological Evaluation**

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**Grand Total - Must Equal 100%**

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**Proposer:**

- Date: 
- Attachment D - Bid Summary

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**Page 2 of 5**
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Grand Total - Must Equal 100%

100% 0 0 0 0
Contract Summary Form

Psychological Consulting Associates, Inc.

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

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

CONTRACT OPERATING EXPENSES

See attached excerpt from the contract, which details three-year maximum allowable contract amount of $1,275,000.
ATTACHMENT B
PAYMENT/ COMPENSATION

This is a fixed fee Contract between County and Contractor for services provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

1. **Pricing:** Pricing set forth herein shall be firm for the first term of the Contract. All price decreases will automatically be extended to the County. County will accept decreases only. Pricing will be firm unless a reduction is available.

   Price increases after first term shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for Urban Consumers for non-labor, and Urban Wage Earners and Clerical Workers for labor.

   In the event Contractor requests an hourly rate increase as a result of a government mandated minimum wage increase, the County will require Contractor to furnish an employee payroll records for the purpose of verifying which employees on this job are eligible for a minimum wage increase.

2. **Compensation**

   Contractor’s pricing is provided in the form of a single fee or set rate per psychological evaluation. A completed psychological evaluation includes administration (when necessary) and scoring of the written test, clinical interview, and preparation of verbal and written reports including recommendations for hire, the delivery of all reports to County of Orange departmental representatives, and the travel and per diem expenses necessary for contact to conduct evaluation.

   Fees for testimony shall include the time spent preparing and appearing at any proceedings, when requested by the County to explain the methodology and validity of the psychological evaluation services, fitness for duty evaluation and research analysis.

   County agrees to compensate the Contractor the Firm Fixed Price set forth below. Contractor agrees to accept the same as full compensation for performing all services and furnishing all staffing and materials called for and for risks connected with the services; and for performance by Contractor of all its duties and obligations hereunder.

   a. **Fixed Rates**

      For authorized work in the Scope of Work described herein and fully set forth in Attachment A, psychological evaluation services will be at the rates set forth below:

      | Services                                                                 | Rate  |
      |-------------------------------------------------------------------------|-------|
      | 1. Firm Fixed Fee per Psychological Evaluation                           | $425.00 |
      | 2. Other fees, including but not limited to those for partial evaluation services and testimony expert witness fees: |       |
      | a. Second Test Administration of the Minnesota Multiphasic Personality Inventory-2nd Edition, Restructured Form (MMPI-2RF), or other test scoring and interpretation (Note: Contractor is offering the new assessment at the old assessment price) | $70.00 |
      | b. “No-Show” or late cancellation for scheduled appointment (less than 48 hours’ notice) | $275.00 |
      | c. Review of file, discussion and revised report for different position | $175.00 |
      | d. Hourly rate for research, analysis and additional consultation when requested and authorized by County and crisis intervention | $325.00 |
      | e. Hourly rate for testimony/testimony-related tasks                     | $325.00 |
      | f. Hourly Rate for Fitness for duty evaluations                          | $450.00 |
3. Contract Usage

No guarantee is given by the County to the Contractors regarding usage of this contract. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the contract, regardless of quantity requested.

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

a. Contractor’s name and address
b. Contractor’s remittance address, if different from 1, above
c. Name of County agency/department
d. Delivery/service address
e. Subordinate Agreement number
f. Department’s Account Number
g. Date of invoice
h. Billing period
i. Date of service; location/route
j. Trip charges
k. Sales tax, if applicable
l. Total

Payments and/or invoices for the Sheriff-Coroner Department only are to be sent to:

County of Orange
Sheriff-Coroner/Professional Standards Division
320 N Flower St.
Santa Ana, CA 92703
Attn: Employee Services Manager
714-834-5110

Contractor will provide invoice(s) directly to Probation, District Attorney and OC Community Resources for services provided to their department. A copy of all invoices shall be sent to the Sheriff’s Purchasing Department.

| County of Orange sheriffs-coroner/professional standards division 320 n. flower street santa ana, ca 92703 Attn: employee services manager Ph: 714-834-5110 | County of orange Probation Department P.O. Box 10260 Santa Ana, CA 92711 Attn: Araceli Perez Ph: (714) 347-4862 | County of orange District Attorney 401 Civic Center Drive West Santa Ana, CA 92701 Attn: Accounts Payable Ph: 714-347-8491 | County of orange OC Community Resources 1770 North Broadway Santa Ana, CA 92706 Attn: Accounts Payable |
5. **Payment Terms – Payment in Arrears**: The invoice is to be submitted in arrears to the user agency/department to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

6. **Year End and Final Invoices**

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

Contractor’s failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.
June 16, 2020

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 23, 2020, Board Hearing.

Agency: Sheriff-Coroner
Subject: City of Lake Forest Law Enforcement Services Agreement
Districts: 5

Reason for supplemental: This ASR needs to be heard as soon as possible to allow the Sheriff-Coroner Department to continue to provide law enforcement services to maintain the safety and welfare of residents of Lake Forest. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 6/23/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: 
DEPARTMENT CONTACT PERSON(S):
Jeff Hallock (714) 647-1804
Jared Dahl (949) 206-6101

SUBJECT: City of Lake Forest Law Enforcement Services Agreement

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Budgeted: N/A  
Current Year Cost: N/A  
Annual Cost: FY 2020-21 $18,255,224

Staffing Impact: No  
# of Positions:  
Sole Source: N/A

Current Fiscal Year Revenue: N/A  
Funding Source: Other: 100% (City of Lake Forest)  
County Audit in last 3 years No


RECOMMENDED ACTION(S)

1. Approve and authorize execution of the agreement for law enforcement services with the City of Lake Forest, for the term July 1, 2020 through June 30, 2021, in an amount not to exceed $18,255,224.

2. If no law enforcement services agreement between the County of Orange and the City of Lake Forest has been entered by June 30, 2021, delegate to the Sheriff-Coroner authority to execute a written amendment to this law enforcement services agreement that extends the term for a specified term between July 1, 2021 and August 31, 2021, and provides that the County will continue during the period of extension to provide all or a specified part of the law enforcement services previously provided to the City of Lake Forest, and that the City of Lake Forest will pay the full costs of such services.
3. Delegate to the Sheriff-Coroner authority to execute written amendments to this law enforcement services agreement that increase or decrease the total Fiscal Year 2020-21 cost of services by 1 percent or less of $18,255,224 and that do not materially change other provisions of the agreement.

4. Delegate to the Sheriff-Coroner authority to execute an amendment to this agreement to substitute the City of Lake Forest's amended or new Traffic Violator Apprehension Program resolution, as long as the amendment does not materially change any other provision of this agreement.

SUMMARY:

Approval of the agreement with the City of Lake Forest will allow the Sheriff-Coroner Department to continue to provide law enforcement services to maintain the safety and welfare of residents of Lake Forest.

BACKGROUND INFORMATION:

The City of Lake Forest has been contracting with the County of Orange (County) for the Sheriff-Coroner (Sheriff) to provide law enforcement services since 1992. The table below notes when the Board of Supervisors (Board) approved the most recent agreements and each agreement's annual adjustment amount.

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<td>$18,012,880</td>
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Proposed law enforcement services for FY 2020-21 include the positions and service levels as noted on the table below.
Position Title | Service Level
--- | ---
Lieutenant | 1.00
Sergeant - Administrative | 1.00
Sergeant - Patrol | 4.00
Investigator | 3.00
Deputy Sheriff II - Patrol | 31.00
Deputy Sheriff II - Motorcycle | 3.00
Deputy Sheriff II - Community Support | 2.00
Deputy Sheriff II - Commercial Vehicle Enforcement | 1.00
Community Services Officer - Parking Control | 5.00
Crime Prevention Specialist | 1.00
Investigative Assistant | 1.00
Office Specialist | 1.00

The total cost to the City of Lake Forest for the FY 2020-21 agreement is $18,255,224, which includes regional/shared staff.

Agreement costs include salaries, wages, employee benefits, services and supplies, transportation expenses, as well as division, department and County (County-Wide Cost Allocation Plan) overhead. The FY 2020-21 cost is 1.35 percent higher ($242,344) than the current fiscal year final adjusted agreement of $18,012,880. The net increase is due to updated salary and benefit changes approved by the Association of Orange County Deputy Sheriffs (AOCDS), Association of County Law Enforcement Managers (ACLEM), Orange County Managers Association (OCMA) and the Orange County Employees Association (OCEA) and a decrease in credits. The AOCDS agreement was approved by the Board on October 8, 2019. The Board approved the ACLEM, OCMA and OCEA agreements on October 22, 2019.

This agreement is submitted for approval less than 30 days prior to the start of the proposed agreement due to an extended negotiation period over the terms and conditions in the agreement, and the need to have the Lake Forest City Council approval before presenting the agreement to the Board for approval. The Lake Forest City Council approved this agreement at its June 2, 2020 meeting.

FINANCIAL IMPACT:
The City of Lake Forest is responsible for 100 percent of the costs related to this agreement. The FY 2020-21 Budget for the Sheriff-Coroner Department, as presented to the Board, includes appropriations and revenue for this agreement based on the FY 2019-20 agreement. Adjustment to reconcile positions with related appropriations and revenue to the adopted FY 2020-21 agreement will be requested in the FY 2020-21 Mid-Year Budget Report.

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A - City of Lake Forest Agreement
Attachment B - Redline Version of Previous Agreement
AGREEMENT

BETWEEN THE

CITY OF LAKE FOREST

AND THE

COUNTY OF ORANGE

THIS AGREEMENT is entered into this Twenty-sixth day of May 2020 which date is enumerated for purposes of reference only, by and between the CITY OF LAKE FOREST, hereinafter referred to as “CITY”, and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WITNESSETH:

WHEREAS, CITY wishes to contract with COUNTY for law enforcement services; and

WHEREAS, COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
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SIGNATURE PAGE | 23 |

Attachment A - Regular Services by County
Attachment B - City Ordinances
Attachment C - Payment
Attachment D - County Billing Policy
Attachment E - Forfeited and Seized Asset Policy
Attachment F - TVAP Resolution
Attachment G - TVAP Form
A. TERM:

The term of this Agreement shall commence July 1, 2020 and terminate June 30, 2021 unless earlier terminated by either party or extended in the manner set forth herein.

B. OPTIONAL TERMINATION OR EXTENSION:

1. COUNTY or CITY may terminate this Agreement, without cause, upon one-hundred and eighty (180) days written notice to the other party.

2. If COUNTY and CITY have not entered into a written agreement by June 30, 2021 for COUNTY to provide to CITY, during all or part of the period between July 1, 2021 and June 30, 2022, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY’s Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, 2021 and August 31, 2021, and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, 2020 through June 30, 2021. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY’s Board of Supervisors and CITY’s Clerk.

C. REGULAR SERVICES BY COUNTY:

1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as “SHERIFF”, shall render to CITY law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of CITY other than licensing ordinances.
C. **REGULAR SERVICES BY COUNTY:** (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY’s Council.

3. The level of service, other than for licensing, to be provided by COUNTY for the period July 1, 2020 through June 30, 2021 is set forth in Attachment A and incorporated herein by this reference.

4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 shall be adjusted accordingly.

5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. SHERIFF shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.

6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF will notify CITY’s Manager within four (4) hours. SHERIFF will return the Lieutenant
C. **REGULAR SERVICES BY COUNTY:** (Continued)

   to CITY as soon as possible once the emergency situation is under control.

7. With respect to the licensing ordinances of CITY listed in Attachment B hereto, which is incorporated herein by this reference, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and complete investigations relating to such applications. Said investigations shall be forwarded to CITY Manager. COUNTY shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. COUNTY shall not provide any administrative or investigatory services related to the licensing ordinances listed in Attachment B hereto, except the investigations relating to initial applications for which this subsection provides.

8. With the limitations set forth, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment A, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY as set forth in Attachment C and incorporated herein by this reference and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the current year’s COUNTY law enforcement cost study. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY’s Board of Supervisors and CITY’s Clerk. Amendments to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2.
C.  REGULAR SERVICES BY COUNTY: (Continued)

Prior approval by COUNTY’s Board of Supervisors and CITY’s Council is required before execution of any amendment that brings the aggregate total of changes in costs payable by CITY to more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2 of this Agreement.

D.  ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

1.  Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year’s COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

2.  Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

the normal and regular ongoing services that SHERIFF otherwise would
provide to CITY pursuant to this Agreement. Such supplemental services
shall be provided only by regularly appointed full-time peace officers, at
rates of pay governed by a Memorandum of Understanding between
COUNTY and the bargaining unit representing the peace officers providing
the services. Such supplemental services shall include only law
enforcement duties and shall not include services authorized to be provided
by a private patrol operator, as defined in Section 7582.1 of the Business
and Professions Code. Law enforcement support functions, including, but
not limited to, clerical functions and forensic science services, may be
performed by non-peace officer personnel if the services do not involve
patrol or keeping the peace and are incidental to the provision of law
enforcement services. CITY shall reimburse COUNTY its full, actual costs
of providing such supplemental services at an amount computed by
SHERIFF, based on the current year’s COUNTY law enforcement cost
study. The cost of these supplemental services shall be in addition to the
Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
SHERIFF shall bill CITY immediately after each such event.

3. Supplemental services for events operated by public entities on non-CITY
property. At the request of CITY, through its City Manager, and within the
limitations set forth in this subsection D-3, SHERIFF may provide
supplemental law enforcement services to preserve the peace at special
events or occurrences that occur on an occasional basis and are operated
by public entities on non-CITY property. SHERIFF shall determine
personnel and equipment needed for such supplemental services, and will
provide such supplemental services only if SHERIFF is able to do so
without reducing services that SHERIFF otherwise would provide to CITY
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual
costs of providing such supplemental services at an amount computed by
SHERIFF, based on the current year’s COUNTY law enforcement cost
study. The cost of these supplemental services shall be in addition to the
Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
SHERIFF shall bill CITY immediately after each such event.

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
the services of the Sheriff at events, for which CITY issues permits, that are
operated by private individuals or entities or public entities. SHERIFF shall
determine personnel and equipment needed for said events. If said events
are in addition to the level of services listed in Attachment A of this
Agreement, CITY shall reimburse COUNTY for such additional services at
an amount computed by SHERIFF, based upon the current year’s COUNTY
law enforcement cost study. The cost of these services shall be in addition
to the Maximum Obligation of CITY set forth in Subsection G-2 of this
Agreement. SHERIFF shall bill CITY immediately after said services are
rendered.

5. In accordance with Government Code Section 51350, COUNTY has
adopted Board Resolution 89-1160 which identifies Countywide services,
including but not limited to helicopter response. SHERIFF through this
contract provides enhanced helicopter response services. The cost of
enhanced helicopter response services is included in the cost of services
set forth in Attachment C and in the Maximum Obligation of CITY set forth
in Subsection G-2. COUNTY shall not charge any additional amounts for
enhanced helicopter services after the cost of services set forth in
Attachment C and in the Maximum Obligation set forth in Subsection G-2
has been established without written notification to the CITY.
E. PATROL VIDEO SYSTEMS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called “PVS”) that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.

2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

   The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2020 through June 30, 2021.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth
E. PATROL VIDEO SYSTEMS: (Continued)

in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade PVS as needed. The costs of replacing/upgrading PVS shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade PVS.

F. LICENSING SERVICES BY CITY:

Upon receipt from SHERIFF of investigations of applications for licenses referred to in Subsection C-7 of this Agreement, CITY Manager shall determine whether to grant or deny the licenses and will issue the licenses or notify the applicants of denial. CITY shall provide all attorney services related to the granting, denial, revocation and administration of said licenses and the enforcement of CITY ordinances pertaining to said licenses.

G. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.

2. Unless the level of service set forth in Attachment A is increased or decreased pursuant to mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the period July 1, 2020 through June 30, 2021, shall be $18,255,224 as set forth in Attachment C.
G. PAYMENT: (Continued)

The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY’s Maximum Obligation.

3. COUNTY shall invoice CITY monthly. During the period July 1, 2020 through June 30, 2021, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2020 and June 30, 2021.

4a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 2020-21 cost set forth in Attachment C nor in the Fiscal Year 2020-21 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2020, and CITY’s Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for
G. **PAYMENT:** (Continued)

such increases on a pro-rata basis over the portion of the period between
July 1, 2020 and June 30, 2021 remaining after COUNTY notifies CITY that
increases are payable. If the changes result in the COUNTY incurring or
becoming obligated to pay for decreased costs for or on account of
personnel whose costs are included in the calculations of costs charged to
CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
the extent such decreases are attributable to work performed by such
personnel during the period July 1, 2020 through June 30, 2021, and
CITY’s Maximum Obligation hereunder shall be deemed to have decreased
accordingly. COUNTY shall reduce required payment by CITY in full for
such decreases on a pro-rata basis over the portion of the period between
July 1, 2020 and June 30, 2021 remaining after COUNTY notifies CITY that
the Maximum Obligation has decreased.

4b. If CITY is required to pay for increases as set forth in Subsection G-4a
above, COUNTY, at the request of CITY, will thereafter reduce the level of
service to be provided to CITY as set forth in Attachment A of this
Agreement to a level that will make the Maximum Obligation of CITY
hereunder for the period July 1, 2020 through June 30, 2021 an amount
specified by CITY that is equivalent to or higher or lower than the Maximum
Obligation set forth in Subsection G-2 for said period at the time this
Agreement originally was executed. The purpose of such adjustment of
service levels will be to give CITY the option of keeping its Maximum
Obligation hereunder at the pre-increase level or at any other higher or
lower level specified by CITY. In the event of such reduction in level of
service and adjustment of costs, the parties shall execute an amendment to
this Agreement so providing. Decisions about how to reduce the level of

//
G. PAYMENT: (Continued)

service provided to CITY shall be made by SHERIFF with the approval of CITY.

5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors’ approved County Billing Policy, which is attached hereto as Attachment D and incorporated herein by this reference.

6. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.

7. As payment for the Licensing Services described in Subsection C-7 of this Agreement, COUNTY shall retain all fees paid by applicants for licenses pursuant to CITY ordinances listed in Attachment B hereto. Retention of said fees by COUNTY shall constitute payment in full to COUNTY for costs incurred by COUNTY in performing the functions related to licensing described in Subsection C-7; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference between the amount of fees retained by COUNTY and the fees that were set forth in the ordinances listed in Attachment B at the time this Agreement was executed. If CITY increases the fee schedule for the licensing ordinances set forth in Attachment B, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.

8. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY-established rates and will be credited to CITY on an annual basis.

9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto, which is incorporated herein by this reference.
H. **NOTICES:**

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

   **CITY:**
   ATTN: CITY MANAGER
   100 Civic Center Drive
   LAKE FOREST, CA 92630 – 8855

   **COUNTY:**
   ATTN: LAW ENFORCEMENT CONTRACT MANAGER
   SHERIFF-CORONER DEPARTMENT
   320 NORTH FLOWER STREET, SUITE 108
   SANTA ANA, CA 92703

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. **STATUS OF COUNTY:**

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY’s agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.
J. **STATE AUDIT:**

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period, until final resolution of said audit, claim or litigation.

K. **ALTERATION OF TERMS:**

This Agreement fully expresses all understanding of CITY and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

L. **INDEMNIFICATION:**

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of CITY, or for any illegality or unconstitutionality of CITY’s municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission
L. **INDEMNIFICATION:** (Continued)

of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, and with counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors...
L. **INDEMNIFICATION:** (Continued)

contractors in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

M. **TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

1. COUNTY has established a Traffic Violator Apprehension Program ["the Program"], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF’s law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the amount and under the terms and conditions set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter called a “TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY’s participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY’s Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY’s amended or new TVAP resolution for Attachment F hereto, as long as said
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

amendment to this Agreement does not materially change any other provision of this Agreement.

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.

3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:
   - Ten one hundredths of one (0.10) Sergeant
     (8 hours per two-week pay period)
   - One (1) Staff Specialist
     (80 hours per two-week pay period)
   - One (1) Office Specialist
     (80 hours per two-week pay period)

4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by the CITY’s fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase. In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY’s
M. TRAFFIC VIOLATOR APPEHENSION PROGRAM: (Continued)

TVAP resolution in effect at the time of purchase.

5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY’s share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

N. MOBILE DATA COMPUTERS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, mobile data computers (hereinafter called “MDCs”) that are or will be mounted in patrol vehicles and motorcycles, designated by COUNTY for use within CITY limits.

2. SHERIFF has the exclusive right to use said MDCs for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and
N. MOBILE DATA COMPUTERS: (Continued)

ccontributions to a fund for replacement and upgrade of such MDCs when
they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance
and replacement/upgrade of MDCs, are included in the costs set forth in
Attachment C and the Maximum Obligation of CITY set forth in Subsection
G-2 of this Agreement unless CITY has already paid such costs. CITY shall
not be charged additional amounts for maintenance or
replacement/upgrade of said MDCs during the period July 1, 2020 through
June 30, 2021.

4. If, following the initial acquisition of MDCs referenced above, CITY requires
MDCs for additional patrol cars or motorcycles designated for use in the
CITY, or for CITY’s Emergency Operations Center, COUNTY will purchase
said additional MDCs. Upon demand by COUNTY, CITY will pay to
COUNTY a) the full costs of acquisition and installation of said additional
MDCs, and b) the full recurring costs for said MDCs, as deemed necessary
by COUNTY, including the costs of maintenance, and contributions to a
fund for replacement and upgrade of such MDCs when they become
functionally or technologically obsolete. Said costs related to additional
MDCs are not included in, and are in addition to, the costs set forth in
Attachment C and the Maximum Obligation of CITY set forth in Subsection
G-2 of this Agreement.

5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
replacing/upgrading MDCs shall be paid by COUNTY from the replacement/
upgrade funds to be paid by CITY in accordance with the foregoing. CITY
shall not be charged any additional charge to replace or upgrade MDCs.
O. E-CITATION UNITS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.

2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2020 through June 30, 2021.

4. If, following the initial acquisition of E-Citation units referenced above, CITY requires additional E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY.
O. E-CITATION UNITS: (Continued)

set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade E-Citation units.
IN WITNESS WHEREOF, the parties have executed the AGREEMENT in the County of Orange, State of California.

DATED: _____________________

CITY OF LAKE FOREST

ATTEST: _____________________
City Clerk

BY: _____________________
Mayor

APPROVED AS TO FORM:

BY: _____________________
City Attorney

DATED: _____________________

COUNTY OF ORANGE

BY: _____________________
Chairwoman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

Attest:

_____________________
Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: _____________________
Deputy

DATED: 5/26/20

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## LEVEL OF SERVICE PROVIDED BY SHERIFF:

<table>
<thead>
<tr>
<th>Title</th>
<th>Detail</th>
<th>Quantity</th>
<th>Frequency</th>
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<td>each, 80 hrs./ per two wk. pay period</td>
</tr>
<tr>
<td><strong>ADDITIONAL SERVICES:</strong></td>
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</tr>
<tr>
<td>Crime Prevention Specialist</td>
<td>Crime Prevention</td>
<td>1.00</td>
<td>80 hrs./ per two wk. pay period</td>
</tr>
<tr>
<td>Community Services Officer</td>
<td>Parking Control</td>
<td>5.00</td>
<td>each, 80 hrs./ per two wk. pay period</td>
</tr>
<tr>
<td>Deputy Sheriff II</td>
<td>Community Support</td>
<td>2.00</td>
<td>each, 80 hrs./ per two wk. pay period</td>
</tr>
<tr>
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<tr>
<td><strong>TOTAL</strong></td>
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<td>54.00</td>
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</tr>
</tbody>
</table>

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

## REGIONAL / SHARED STAFF:

<table>
<thead>
<tr>
<th>Title</th>
<th>Regional Team</th>
<th>Quantity</th>
<th>% Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TRAFFIC:</strong></td>
<td></td>
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<tr>
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<td><strong>AUTO THEFT:</strong></td>
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<td><strong>COURTS:</strong></td>
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<td>Investigative Assistant</td>
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<td><strong>MOTORCYCLE (shared Supervision):</strong></td>
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</tr>
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CITY OF LAKE FOREST

LICENSING

ADULT ORIENTED BUSINESS
ADULT ORIENTED LIVE ENTERTAINMENT
BINGO GAME
BINGO OFFICIAL
CANVASSER/SOLICITOR
DANCE INSTRUCTOR (NUDE)
DANCE STUDIO (NUDE)
ESCORT
ESCORT BUREAU
FIGURE MODEL (NUDE)
FIGURE MODEL STUDIO (NUDE)
GUN DEALER
INTERLOCUTRIX (NUDE)
INTRODUCTORY SERVICE
JUNK COLLECTOR
JUNK DEALER
MASSAGE PARLOR (Includes FBI Fees)
MASSAGIST (Includes FBI Fees)
PEDDLER
POOL ROOM
PUBLIC DANCE
RAP SESSION (NUDE)
SECONDHAND DEALER (Pawnbroker)
TAXICAB STAND
## ORANGE COUNTY SHERIFF-CORONER
### FY 2020-21 LAW ENFORCEMENT CONTRACT
#### CITY OF LAKE FOREST

**PAYMENT**
(Subsection G-2)

### COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

<table>
<thead>
<tr>
<th>Title</th>
<th>Detail</th>
<th>Quantity</th>
<th>Cost of Service (each)</th>
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#### REGIONAL / SHARED STAFF:

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<th>Cost $</th>
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<td><strong>TRAFFIC:</strong></td>
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<td>Investigative Assistant</td>
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<td>3.00</td>
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<td><strong>MOTORCYCLE (shared Supervision):</strong></td>
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<td>Sergeant</td>
<td>Motorcycle Supervision</td>
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</table>

#### OTHER CHARGES AND CREDITS (Subsection G-2):

**OTHER CHARGES:**
- Annual leave paydowns and apportionment of cost of leave balances paid at end of employment;
- Premium pay for bilingual staff, on call, and education incentive pay;
- Contract administration; data line charges; services and supplies; enhanced helicopter response services; E-Citation recurring costs for eleven (11) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for thirty-two (32) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for twenty-one (21) units; and transportation charges.

**CREDITS:**
- AB 109 (2011 Public Safety Realignment), estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2020-21.

**TOTAL OTHER CHARGES AND CREDITS**

$2,620,865

**TOTAL COST OF SERVICES (Subsection G-2)**

$18,255,224
I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County’s cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.

B. Received by the County - The phrase “received by the County”, as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County’s possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.

B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:

1. Annual Billings that total $10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.
2. Quarterly Billings that are greater than $10,000 but not more than $200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.

3. Monthly Billings that are greater than $200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)
VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.

- Payments transmitted to the County via the U.S. Mail that have the payer’s postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.

- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus $100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.
IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced $48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be $44,000, representing 11/12ths of the total amount. In July 19X1, the $44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.
ATTACHMENT E

POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS

BACKGROUND

The Orange County Sheriff’s Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff’s Department to contract cities, the following policy is in effect.

CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel, and subsequently forfeited to COUNTY’s Sheriff Department, hereinafter referred to as “SHERIFF”, the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to guidelines by the forfeiting agency of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by SHERIFF, to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, pursuant to the forfeiting agency’s guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of assets. In his application, SHERIFF shall specify the percentage of shared assets returned to SHERIFF that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY’s law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY’s manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF’s Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

Assets (cash or property) that are returned to SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and SHERIFF shall also abide by those conditions. SHERIFF and CITY’s manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.
RESOLUTION NO. 2000-55

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAKE FOREST,
CALIFORNIA, ADOPTING THE TRAFFIC
VIOLATOR APPREHENSION PROGRAM
INSTITUTED BY THE ORANGE COUNTY
SHERIFF-CORONER

WHEREAS, the Orange County Sheriff-Coroner (hereinafter "the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

WHEREAS, the Sheriff operates said Traffic Violator Apprehension Program in the incorporated areas of Orange County and in the cities in Orange County that contract for the Sheriff’s law enforcement services, including this City; and

WHEREAS, the operation of the Traffic Violator Apprehension Program on an area-wide basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of Lake Forest because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, the Orange County Board of Supervisors already has adopted fees for the unincorporated areas" of the County that are identical to those described herein; and

WHEREAS, the Orange County Board of Supervisors has directed the establishment in the County Treasury of an interest-earning, budgeted special revenue fund, called "the Traffic Violator Fund" and designated as Fund No. 13B, to be controlled by the Sheriff; and
WHEREAS, the Orange County Board of Supervisors has directed that the proceeds of the County fees that are identical to the fees described herein be deposited in the Traffic Violator Fund; and

WHEREAS, the Orange County Board of Supervisors had directed that the Traffic Violator Fund be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff's law enforcement services; and

WHEREAS, the Orange County Board of Supervisors bas directed that permissible expenditures from the Traffic Violator Fund include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program; and

WHEREAS, the Orange County Board of Supervisors has directed that until further order of that Board, the balance remaining in the Traffic Violator Fund at the close of any fiscal year shall be carried forward and accumulated in said Fund for the above-described purposes; and

WHEREAS, the Sheriff has advised this Council of his plans to seek adoption, by the City Councils of each of the other cities that contract for the Sheriff's law enforcement services, of fees identical to those described herein, to be used for the Traffic Violator Apprehension Program; and

WHEREAS, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in this City during the normal course of duty; and

WHEREAS, the Sheriff impounds said vehicles pursuant to his authority under the California Vehicle Code as follows:

<table>
<thead>
<tr>
<th>Vehicle Code Section and Impound Ground</th>
</tr>
</thead>
<tbody>
<tr>
<td>14602.6 Suspended, revoked or unlicensed driver/30-day hold</td>
</tr>
<tr>
<td>22651(a) Unattended vehicle on bridge</td>
</tr>
<tr>
<td>22651(d) Vehicle blocking driveway</td>
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<tr>
<td>22651(e) Vehicle blocking fire hydrant</td>
</tr>
<tr>
<td>22651(f) Vehicle blocking freeway</td>
</tr>
<tr>
<td>22651(h) (1) Driver arrested</td>
</tr>
<tr>
<td>22651(h) (2) Order of suspension or revocation pursuant to Section 13388</td>
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</tbody>
</table>
22651 (i)(l) Multiple parking citations
22651 (j) Lack of vehicle registration
22651 (k) Parking over seventy-two hours
22651 (l) Parking in a construction zone
22651 (m) Violation of special events restriction
22651 (n) No parking zone
22651 (o)(1) Delinquent vehicle registration
22651 (p) Driver unlicensed or license suspended
22651 (r) Vehicle blocking another vehicle
22651 (t) Notice to appear/illegal amber lights
22655.3 Removal for investigation (fleeing in violation of Section 2800.1 or 2800.2)
22655.5 (b) Vehicle is evidence of crime
22669 Abandoned vehicle; and

WHEREAS, Vehicle Code Section 22850.5 authorizes this Council, by Resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage or release of properly impounded vehicles; and

WHEREAS, the Sheriff is proposing adoption of the following fees pursuant to Vehicle Code Section 22850.5:

(a) $152 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code Section 14602.6, which relates to the licensing status of the driver; and/or

(b) $50 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above; and

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles property impounded pursuant to or on account of violation of Vehicle Code Section 14602.6 exceed $152 per impound; and

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles property impounded pursuant to or on account of violations of the other Vehicle Code provisions listed above exceed $50 per impound; and
WHEREAS, the above-described difference in costs is attributable to the additional costs of ascertaining the licensing status of the driver and complying with the complex requirements of Vehicle Code Section 14602.6; and

WHEREAS, persons whose vehicles are impounded, rather than the public as a whole, should bear the administrative costs of processing such impounds; and

WHEREAS, Vehicle Code Section 22850.5 imposes the following restrictions on the imposition of an administrative fee:

(a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of the Civil Code unless the sale is sufficient in amount to pay the lienholder’s total charges and proper administrative costs; and

(b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and

WHEREAS, it also is unfair to impose the administrative fee authorized by Vehicle Code Section 22850.5 in the following circumstances: (1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from a location where it is not permitted; (2) when the vehicle was stolen; (3) when the vehicle was left by an ill or injured driver; and, (4) when it was demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a notice of public hearing with respect to the proposed new fees was given in accordance with applicable law; and

WHEREAS, a public hearing pertaining to said proposed new fees was held on May 16, 2000.
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. That this Council finds, in accordance with California Public Resources Code Section 21080(b)(8), that the charges listed herein below are only for the purposes of meeting the operating expenses and are, therefore, exempt from compliance with the California Environmental Quality Act.

SECTION 2. That on July 1, 2000, the administrative fees indicated below shall become effective for the removal, impound, storage or release of vehicles properly impounded after removal from locations in this City in accordance with or on account of violation of the provisions of the Vehicle Code listed below:

(a) A fee of $152 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code Section 14602.6; and

(b) A fee of $50 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code Section:

- 14602.6 Suspended, revoked or unlicensed driver/30-day hold
- 22651(a) Unattended vehicle on bridge
- 22651(d) Vehicle blocking driveway
- 22651(e) Vehicle blocking fire hydrant
- 22651(f) Vehicle blocking freeway
- 22651(h)(l) Driver arrested
- 22651(h)(2) Order of suspension or revocation pursuant to Section 13388
- 22651(i)(l) Multiple parking citations
- 22651(j) Lack of vehicle registration
- 22651(k) Parking over seventy-two hours
- 22651(l) Parking in a construction zone
- 22651(m) Violation of special events restriction
- 22651(n) No parking zone
- 22651(o)(1) Delinquent vehicle registration
- 22651(p) Driver unlicensed or license suspended
- 22651(r) Vehicle blocking another vehicle
- 22651(t) Notice to appear/illegal amber lights
- 22655.3 Removal for investigation
  (fleeing in violation of Section 2800.1 or 2800.2)
- 22655.5(b) Vehicle is evidence of crime, or
Abandoned vehicle.

SECTION 3. That the Sheriff is authorized to collect said fees, on behalf of this City, at the time of release of vehicles that are subject to the fees.

SECTION 4. That said fees shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

SECTION 5. That said fees shall only be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and such fees, if otherwise applicable, shall be imposed only upon the person requesting that hearing or appeal.

SECTION 6. That said fees shall not be imposed in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts to promptly remove the vehicle from a location where it is not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; and (d) when it was demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

SECTION 7. That at Sheriff headquarters or at any Sheriff substation, a registered owner or agent of a registered owner who believes he/she/it is exempt from either of said fees in accordance with any of the above-listed criteria may apply in writing for a waiver of the fee and shall present such supporting information or documentation as the Sheriff may request.

SECTION 8. That upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall promptly determine whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.
SECTION 9. That until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.

SECTION 10. That expenditures of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials, and supplies utilized in the Traffic Violator Apprehension Program.

SECTION 11. That until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.

SECTION 12. The Interim City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 1st day of August, 2000.

RICHARD T. DIXON, MAYOR

ATTEST:

NANCY C. LACEY, INTERIM CITY CLERK

APPROVED AS TO FORM:

GREGORY G. DIAZ, CITY ATTORNEY
I, Nancy C. Lacey, Interim City Clerk of the City of Lake Forest, do HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Lake Forest at a regular meeting thereof, held on the 1st day of August, 2000, by the following vote:

AYES: 5 COUNCIL MEMBERS: Herzog, McCullough, Rudolph, Wilson, Dixon

NOES: 0 COUNCIL MEMBERS: None

ABSENT: 0 COUNCIL MEMBERS: None

ABSTAIN: 0 COUNCIL MEMBERS: None

NANCY C. LACEY
INTERIM CITY CLERK
## CONTRACT CITY

<table>
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<tr>
<th>Participating City Request to Purchase From the TVA in FY</th>
<th>Date</th>
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### QUANTITY | ITEM DESCRIPTION | APPLICABILITY TO TVA PROGRAM | ESTIMATED COST |
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### CERTIFICATION

THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM

CITY MANAGER REQUEST:

Printed Name: __________________________________________

Signature: ___________________________________________ DATE __________________________

### APPROVALS

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT

Recommended For Approval

CITY POLICE SERVICES CHIEF MANAGER – TVA PROGRAM

OCSD BUDGET USE ONLY
AGREEMENT

BETWEEN THE

CITY OF LAKE FOREST

AND THE

COUNTY OF ORANGE

THIS AGREEMENT is entered into this Twenty-sixth Twenty-third day of May 20192020 which date is enumerated for purposes of reference only, by and between the CITY OF LAKE FOREST, hereinafter referred to as “CITY”, and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WITNESSETH:

WHEREAS, CITY wishes to contract with COUNTY for law enforcement services; and

WHEREAS, COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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Attachment A Regular Services by County
Attachment B City Ordinances
Attachment C Payment
Attachment D County Billing Policy
Attachment E Forfeited and Seized Asset Policy
Attachment F TVAP Resolution
Attachment G TVAP Form

Page 2 of 24
A. TERM:
The term of this Agreement shall commence July 1, 2019 and terminate June 30, 2020 unless earlier terminated by either party or extended in the manner set forth herein.

B. OPTIONAL TERMINATION OR EXTENSION:
1. COUNTY or CITY may terminate this Agreement, without cause, upon one-hundred and eighty (180) days written notice to the other party.
2. If COUNTY and CITY have not entered into a written agreement by June 30, 2020 for COUNTY to provide to CITY, during all or part of the period between July 1, 2020 and June 30, 2021, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY’s Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, 2020 and August 31, 2020, and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, 2019 through June 30, 2020. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY’s Board of Supervisors and CITY’s Clerk.

C. REGULAR SERVICES BY COUNTY:
1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as “SHERIFF”, shall render to CITY law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of CITY other than licensing ordinances.
C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY’s Council.

3. The level of service, other than for licensing, to be provided by COUNTY for the period July 1, 2019 through June 30, 2020 is set forth in Attachment A and incorporated herein by this reference.

4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 shall be adjusted accordingly.

5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. SHERIFF shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.

6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF 

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determines that the Lieutenant is needed elsewhere, SHERIFF will notify
CITY’s Manager within four (4) hours. SHERIFF will return the Lieutenant

C.  REGULAR SERVICES BY COUNTY: (Continued)

to CITY as soon as possible once the emergency situation is under control.

7. With respect to the licensing ordinances of CITY listed in Attachment B
hereto, which is incorporated herein by this reference, SHERIFF shall
receive applications for CITY licenses pursuant to said ordinances and
complete investigations relating to such applications. Said investigations
shall be forwarded to CITY Manager. COUNTY shall not provide any
advisory, administrative, hearing or litigation attorney support or services
related to licensing. COUNTY shall not provide any administrative or
investigatory services related to the licensing ordinances listed in
Attachment B hereto, except the investigations relating to initial applications
for which this subsection provides.

8. With the limitations set forth, SHERIFF, on behalf of COUNTY, and CITY
Manager, on behalf of CITY, are authorized to execute written amendments
to this Agreement to increase or decrease the level of service set forth in
Attachment A, when SHERIFF and CITY Manager mutually agree that such
increase or decrease in the level of service is appropriate. Any such
amendment to the Agreement shall concomitantly increase or decrease the
cost of services payable by CITY as set forth in Attachment C and
incorporated herein by this reference and the Maximum Obligation of CITY
set forth in Subsection G-2, in accordance with the current year’s COUNTY
law enforcement cost study. SHERIFF and CITY Manager shall file copies
of any such amendments to this Agreement with the Clerk of COUNTY’s
Board of Supervisors and CITY’s Clerk. Amendments to this Agreement
executed by SHERIFF and CITY Manager may not, in the aggregate,
increase or decrease the cost of services payable by CITY by more than
one percent (1%) of the total cost originally set forth in Attachment C and
the Maximum Obligation originally set forth in Subsection G-2.

C. REGULAR SERVICES BY COUNTY: (Continued)

Prior approval by COUNTY’s Board of Supervisors and CITY’s Council is
required before execution of any amendment that brings the aggregate total
of changes in costs payable by CITY to more than one percent (1%) of the
total cost originally set forth in Attachment C and the Maximum Obligation
originally set forth in Subsection G-2 of this Agreement.

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

1. Enhanced services for events on CITY property. At the request of CITY,
through its City Manager, SHERIFF may provide enhanced law enforcement
services for functions, such as community events, conducted on property
that is owned, leased or operated by CITY. SHERIFF shall determine
personnel and equipment needed for such enhanced services. To the
extent the services provided at such events are at a level greater than that
specified in Attachment A of this Agreement, CITY shall reimburse COUNTY
for such additional services, at an amount computed by SHERIFF, based on
the current year’s COUNTY law enforcement cost study. The cost of these
enhanced services shall be in addition to the Maximum Obligation of CITY
set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY
immediately after each such event.

2. Supplemental services for occasional events operated by private
individuals and entities on non-CITY property. At the request of CITY,
through its City Manager, and within the limitations set forth in this
Subsection D-2, SHERIFF may provide supplemental law enforcement
services to preserve the peace at special events or occurrences that occur
on an occasional basis and are operated by private individuals or private
entities on non-CITY property. SHERIFF shall determine personnel and
equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

the normal and regular ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between COUNTY and the bargaining unit representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year’s COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will
provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY

D. **ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY**: (Continued)

pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year’s COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of the Sheriff at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year’s COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.

5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in
Attachment C and in the Maximum Obligation set forth in Subsection G-2 has been established without written notification to the CITY.

E. PATROL VIDEO SYSTEMS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called “PVS”) that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.

2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2019 through June 30, 2021.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they...
become functionally or technologically obsolete. Said costs related to
additional PVS are not included in, and are in addition to, the costs set forth

E. PATROL VIDEO SYSTEMS: (Continued)
in Attachment C and the Maximum Obligation of CITY set forth in
Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade PVS as needed. The costs of
replacing/upgrading PVS shall be paid by COUNTY from the
replacement/upgrade funds to be paid by CITY in accordance with the
foregoing. CITY shall not be charged any additional charge to replace or
upgrade PVS.

F. LICENSING SERVICES BY CITY:

Upon receipt from SHERIFF of investigations of applications for licenses
referred to in Subsection C-7 of this Agreement, CITY Manager shall determine
whether to grant or deny the licenses and will issue the licenses or notify the
applicants of denial. CITY shall provide all attorney services related to the
granting, denial, revocation and administration of said licenses and the
enforcement of CITY ordinances pertaining to said licenses.

G. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to
COUNTY the full costs of performing the services mutually agreed upon in
this Agreement. The costs of services include salaries, wages, benefits,
mileage, services, supplies, equipment, and divisional, departmental and
COUNTY General overhead.

2. Unless the level of service set forth in Attachment A is increased or
decreased pursuant to mutual agreement of the parties, or CITY is required
to pay for increases as set forth in Subsection G-4, the Maximum Obligation
of CITY for services, other than Licensing Services, set forth in Attachment
A of this Agreement, to be provided by the COUNTY for the period July 1,
2019 through June 30, 2020, shall be $17,659,901 as set forth in Attachment C.

G. PAYMENT: (Continued)

The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY’s Maximum Obligation.

3. COUNTY shall invoice CITY monthly. During the period July 1, 2019 through June 30, 2020, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2019 and June 30, 2020.

4a. At the time this Agreement is executed, there are unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 2019-2021 cost set forth in Attachment C nor in the Fiscal Year 2019-2021 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work
performed by such personnel after July 1, 20192020, and CITY’s Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for

G. PAYMENT: (Continued)

such increases on a pro-rata basis over the portion of the period between July 1, 20192020 and June 30, 20202021 remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 20192020 through June 30, 20202021, and CITY’s Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 20192020 and June 30, 20202021 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

4b. If CITY is required to pay for increases as set forth in Subsection G-4a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY as set forth in Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 20192020 through June 30, 20202021 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-2 for said period at the time this Agreement originally was executed. The purpose of such adjustment of service levels will be to give CITY the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by CITY. In the event of such reduction in level of
service and adjustment of costs, the parties shall execute an amendment to
this Agreement so providing. Decisions about how to reduce the level of

G. PAYMENT: (Continued)

service provided to CITY shall be made by SHERIFF with the approval of
CITY.

5. CITY shall pay COUNTY in accordance with COUNTY Board of
Supervisors’ approved County Billing Policy, which is attached hereto as
Attachment D and incorporated herein by this reference.

6. COUNTY shall charge CITY late payment penalties in accordance with
County Billing Policy.

7. As payment for the Licensing Services described in Subsection C-7 of this
Agreement, COUNTY shall retain all fees paid by applicants for licenses
pursuant to CITY ordinances listed in Attachment B hereto. Retention of
said fees by COUNTY shall constitute payment in full to COUNTY for costs
incurred by COUNTY in performing the functions related to licensing
described in Subsection C-7; provided, however, that if any of said fees are
waived or reduced by CITY, CITY shall pay to COUNTY the difference
between the amount of fees retained by COUNTY and the fees that were
set forth in the ordinances listed in Attachment B at the time this Agreement
was executed. If CITY increases the fee schedule for the licensing
ordinances set forth in Attachment B, either party shall have the right to
seek amendment of this Agreement with respect to the division of the
increased fees between CITY and COUNTY.

8. Fees generated or collected by SHERIFF contract personnel for copying of
documents related to the services provided in this Agreement will be at
COUNTY-established rates and will be credited to CITY on an annual basis.
9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto, which is incorporated herein by this reference.

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

   CITY: ATTN: CITY MANAGER
   25550100 COMMERCENTRE DRIVE Civic Center Drive
   LAKE FOREST, CA  92630 – 8855

   COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER
   SHERIFF-CORONER DEPARTMENT
   320 NORTH FLOWER STREET, SUITE 108
   SANTA ANA, CA  92703

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF COUNTY:

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY’s agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees
shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.

J. **STATE AUDIT:**

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period, until final resolution of said audit, claim or litigation.

K. **ALTERATION OF TERMS:**

This Agreement fully expresses all understanding of CITY and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

L. **INDEMNIFICATION:**

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of CITY, or for any illegality or unconstitutionality of CITY’s municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its
L. **INDEMNIFICATION:** (Continued)

of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or
independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, and with counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

1. COUNTY has established a Traffic Violator Apprehension Program [“the Program”], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF’s law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the amount and under the terms and conditions set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter called a “TVAP resolution”], and has directed that the revenue from such fee be used for the Program. CITY’s participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and
adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY’s Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY’s amended or new TVAP resolution for Attachment F hereto, as long as said

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

amendment to this Agreement does not materially change any other provision of this Agreement.

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.

3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:

- Ten one hundredths of one (0.10) Sergeant
  (8 hours per two-week pay period)

- One (1) Staff Specialist
  (80 hours per two-week pay period)

- One (1) Office Specialist
  (80 hours per two-week pay period)

4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by the CITY’s fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their
entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase. In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY’s

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

TVAP resolution in effect at the time of purchase.

5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY’s share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

N. MOBILE DATA COMPUTERS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, mobile data computers (hereinafter called “MDCs”) that are or will be mounted in patrol vehicles and motorcycles, designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said MDCs for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2019 through June 30, 2021.

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars or motorcycles designated for use in the CITY, or for CITY’s Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
5. COUNTY will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade MDCs.

O. E-CITATION UNITS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.

2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

   The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2019 through June 30, 2021.

4. If, following the initial acquisition of E-Citation units referenced above, CITY requires additional E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY,
CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY.

O. E-CITATION UNITS: (Continued)

set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade E-Citation units.
IN WITNESS WHEREOF, the parties have executed the AGREEMENT
in the County of Orange, State of California.

DATED: __________________________

CITY OF LAKE FOREST

ATTEST: __________________________

City Clerk

BY: __________________________

Mayor

APPROVED AS TO FORM:

BY: __________________________

City Attorney

DATED: _________________________

COUNTY OF ORANGE

BY:____________________________
Chairwoman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535
Attest:
Robin Stieler  
Clerk of the Board  
County of Orange, California

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

BY:________________________
    Deputy

DATED:_______________________
June 16, 2020

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 23, 2020, Board Hearing.

Agency: OC Community Resources
Subject: Irvine Lake Shoreline Fishing Operations and Maintenance Contract Extension
Districts: 3

Reason for supplemental: The County Executive Office is requesting this item be placed on the June 23, 2020, Board agenda in order to ensure public shoreline fishing operations at Irvine Lake continue while a long-term agreement for recreational use at Irvine Lake is negotiated. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 06/23/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 3
SUBMITTING AGENCY/DEPARTMENT: OC Community Resources
DEPARTMENT HEAD REVIEW: 
DEPARTMENT CONTACT PERSON(S): Dylan Wright (714) 480-2788
Stacy Blackwood (949) 923-3743

SUBJECT: Irvine Lake Shoreline Fishing Operations and Management Contract Extension

<table>
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<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
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<tr>
<td>Funded</td>
<td>Approved as to form</td>
<td>Discussion</td>
</tr>
<tr>
<td>CEO Signature</td>
<td>County Counsel Signature</td>
<td>3 Votes Board Majority</td>
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Budgeted: N/A  
Current Year Cost: Annual Cost: FY2020-21: $490,520

Staffing Impact: # of Positions: N/A  
Sole Source: Yes  
Current Fiscal Year Revenue: N/A  
Funding Source: OC Parks/Budget Control Fund 405: 100%  
County Audit in last 3 years: No  

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or authorized Deputy to execute Amendment Number One to the sole-source contract with James Productions, Inc. for shoreline fishing operations at Irvine Lake to extend the contract to June 30, 2021, and make other minor modifications, in an amount not to exceed $490,520, for a revised two-year cumulative total contract amount not to exceed $1,016,640.

SUMMARY:

Approval of the sole source contract with James Productions, Inc. will support the public shoreline-fishing program at Irvine Lake.
well as the Oak Canyon Special Event Facility, located proximate to Irvine Lake, under licenses with the County. As an existing licensee, James is the only vendor that offers both years of knowledge and expertise in managing recreation operations at Irvine Lake and can provide services to manage shoreline fishing operations at the Property during the limited time that a long-term agreement is being negotiated. The proposed amendment is an amendment to a sole source contract and a completed Sole Source Request Form is attached to this Agenda Staff Report.

The contractor’s performance has been confirmed as at least satisfactory. OC Community Resources has verified there are no concerns that must be addressed with respect to Contractor’s ownership/name, litigation status or conflicts with County interests. This contract includes a subcontractor. See Attachment D for information regarding subcontractor and Contract Summary Form.

Compliance with CEQA: The proposed project was previously determined to be Categorically Exempt from CEQA pursuant to Section 15301 (Class 1) of the CEQA Guidelines, which provides for the exception of maintenance and operation of an existing public facility involving negligible or no expansion of existing or former use, on June 25, 2019, when it was originally approved.

FINANCIAL IMPACT:

Appropriations for this contract are included in the OC Parks FY 2020-21 Budget and will be included in the budgeting process for future fiscal years.

This contract contains language allowing OC Community Resources to terminate or modify the contract without penalty in the event that funding is reduced and/or not available.

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A – Amendment Number One
Attachment B – Sole Source Form
Attachment C – Contract MA-012-19011945 Redline
Attachment D – Contract Summary Form
AMENDMENT NUMBER ONE
TO CONTRACT NUMBER MA-012-19011945
WITH JAMES PRODUCTIONS, INC.
FOR
SHORELINE FISHING AT IRVINE LAKE

This Amendment to Contract MA-012-19011945 herein referred to as “Amendment” is made and entered into upon execution of all necessary signatures between the County of Orange, OC Community Resources, OC Parks, a political subdivision of the State of California, hereinafter referred to as “County” and James Productions, Inc., with a place of business at 1116 North Olive Street, Anaheim, CA 92801, hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, County and Contractor entered into Contract Number MA-012-19011945 hereinafter referred to as “Contract”, for Preparing County Property for Shoreline Fishing at Irvine Lake commencing on June 25, 2019 through and including June 24, 2020, in an amount not to exceed $526,120.00; and

WHEREAS, Parties now desire to extend Contract expiration date and increase Contract; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the Parties mutually agree as follows:

ARTICLES

1. Revise Articles, Section 18, Notices, to delete the existing “County” addressee, address and contact information and replace it with the following:

“County: County of Orange
OC Community Resources, Purchasing and Contract Services
Attn.: Hong Lin
601 North Ross St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 973-6636
Email: Hong.Lin@ocparks.com”

2. Replace Attachment A of Contract with Attachment A-1 to this Amendment.

3. Replace Attachment B of Contract with Attachment B-1 to this Amendment.

4. Pursuant to Attachment A-1, the Contract expiration date shall be amended to be June 30, 2021, with an additional $490,520.00, for a new Not to Exceed total of $1,016,640.00.
5. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

James Productions, Inc.*
* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Garrett B James
Print Name

President
Title

Signature
Date

******************************************************************************

APPROVED AS TO FORM:
County Counsel
By

COUNTY OF ORANGE
A political subdivision of State of California

Signature
F.I. Tuitaliepa
Print Name
Procurement Manager
Title

Date 6/5/2020

Date
SCOPE OF WORK

IRVINE LAKE FISHING SCOPE OF WORK

James Productions, Inc.

PURPOSE: To prepare and use County property for shoreline fishing at Irvine Lake by the general public.

TERM: Effective as of June 25, 2020 and coterminous with County’s license (“License”) for shoreline fishing with Serrano Water District and Irvine Ranch Water District dated June 8, 2020, if not otherwise terminated earlier pursuant to the terms and conditions of this agreement.

AVAILABILITY: Lake will be open for parking at 6:30 AM and fishing from 7AM – 4PM three (3) days a week. (Friday to Sunday).

Fishing by the general public shall be limited to shoreline areas as defined within the License, tentatively scheduled to take place across the earth bridge (trout island) to the gate on the east side of the entrance and to from the shoreline down the cement boat launch behind the storage shed. Additional areas, based on seasonal needs and water level fluctuation, may include areas of the north/west side of the lake. County and vendor will work cooperatively to redefine the areas available for shoreline fishing on an as needed basis, subject to the terms and limitations of the License.

Visitor parking will be located near or around the tackle shop. Visitors will walk to fishing spots as directed by signage posted by vendor.

Visitors shall be limited to 5 total combined for Trout, catfish, bluegill etc. --- All Bass fish are subject to catch and release. No trout catch and release. Carp no limit.

FEES: Fees are based on current approved fee schedule from OC Parks. County will utilize existing parking vendor, PCI Inc. to collect parking fee per vehicle. Terms and conditions of fees are subject to change at the discretion of County.

COUNTY ASSISTANCE: As needed and deemed appropriate by County, County will assist with shoreline fishing and other services by providing staff support.

Projected Monthly Cost Not to Exceed: $380,520.00

(breakdown as indicated in Attachment B-1: Compensation/Payment Instructions/Pricing.)
ATTACHMENT A-1
SCOPE OF WORK

I. SERVICE FOR PREPARATION OF COUNTY PROPERTY FOR SHORELINE FISHING

Vendor shall provide the following services in an amount **not to exceed** as listed herein:

1. **Asphalt Repair**
   Entrance pothole and apron clean up. (County to supply over all asphalt replace/repair if needed after initial work completed by vendor) $10,000.00

II. MONTHLY OPERATIONAL COSTS

1. **Weekends Ops Staff**
   Based on: Open 3 Days Friday Saturday and Sunday (36 Hour week)
   Hours of operation – 7:00am – 4:00pm
   Manager, Assistant Manager, 2 Maintenance personnel
   3 Security Patrol (boat and shore) Per Month $14,975.00

2. **Trash Removal**
   Two 3-yard Bins – Weekly Dump Per Month: $445.00
   30 Trash Cans – Placed throughout lake area

3. **Toilets**
   16 Toilets – With Tray Per Month: $1,990.00
   2 ADA – Serviced 1 Time Per Week

4. **Miscellaneous Per Month**
   Utilities, fuel for boat and truck, repairs Per month $6,500.00

5. **Monthly Tractor Work**
   To ensure roads and parking are clear and fisher persons have access designated shoreline fishing areas Per Month $1,725.00

6. **Weekly Staffing Overhead**
   Office Administration, support staff Etc. office supplies, accounting, transportation, IT Support, etc. Per month $5,850.00

7. **Internet Connection** Per Month $225.00
ATTACHMENT B-1
COMPENSATION/PAYMENT INSTRUCTIONS/PRICING

I. Compensation: This is a Contract between the County and Contractor for Irvine Lake Shoreline Fishing.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for providing and performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

Total Contract amount not to exceed $490,520.00 (four hundred ninety thousand five hundred twenty dollars).

II. Pricing:

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<th>Qty</th>
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<td>2 MONTHLY</td>
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<td>3 INSURANCE (NOT TO EXCEED $100,000.00)</td>
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Subtotal $390,520.00
Tax $n/a
Total Not To Exceed $490,520.00

III. Payment Terms – Payment in Arrears: Payment will be net (30) days after receipt of an invoice in a format acceptable to the County, verified and approved by the agency/department and subject to processing requirements of the County. Contractor shall reference Contract number on invoice. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

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

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

1. Contractor’s name and address
2. Contractor’s remittance address, if different from 1, above
3. Name of County Agency/Department
4. Delivery/service address
5. Contract Number: **MA-012-19011945**
6. Date of Order
7. Product/service description, and prices
8. Contractor’s Federal Tax I.D. Number
9. Sales Tax, if applicable
10. Freight/delivery charges, if applicable
11. Total

**Billing Address:** All invoices must be mailed and bill to:

OC Community Resources
Attn: Accounts Payable
601N Ross Street, 6th Floor
Santa Ana, CA 92701

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

**VII. Payment (Electronic Funds Transfer (EFT)):**

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. I. To request a form, please contact the agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
## SECTION II – DEPARTMENT INFORMATION  (Complete in its entirety)

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</thead>
<tbody>
<tr>
<td>James Productions Inc</td>
<td>012-C021962-HL-SS</td>
</tr>
</tbody>
</table>

**Is the above named vendor a retired employee of the County of Orange?**  
- ☐ Yes  
- ☒ No  

*If “Yes”, review and Approval is required from CEO Human Resource Services prior to contract execution.*

<table>
<thead>
<tr>
<th>Contract Term (Dates):</th>
<th>Is Agreement Grant Funded?</th>
<th>Percent Funded:</th>
<th>Proprietary?</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 months</td>
<td>☐ Yes ☒ No</td>
<td>☐ Yes ☒ No</td>
<td>☐ Yes ☒ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Amount?</th>
<th>Is this renewable?</th>
<th>If yes, how many years?</th>
</tr>
</thead>
<tbody>
<tr>
<td>$490,520.00</td>
<td>☒ Yes. One-year renewal</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Request:</th>
<th>Renewal Year:</th>
<th>Did vendor provide a sole source affidavit?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ New ☐ Multi-Year ☒ Renewal ☐ Amendment ☐ Increase</td>
<td>1</td>
<td>☐ Yes ☒ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Board Date:</th>
<th>ASR Number:</th>
<th>If not scheduled to go to the Board explain why?</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/23/20</td>
<td>Supplemental</td>
<td></td>
</tr>
</tbody>
</table>

**Does Contract include Non-Standard Language?**  
- If yes, explain in detail.  
  - Yes. Indemnification

<table>
<thead>
<tr>
<th>Was Contract Approved by Risk Mgmt.?</th>
<th>Was Contract Approved by County Counsel?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ Yes</td>
<td>☒ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Were any exceptions taken?</th>
<th>If yes, explain in detail.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

☒ DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.

☐ Solicitation Exemption  
*(For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)*
SECTION III – SOLE SOURCE JUSTIFICATION

1. **Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.)* Attach additional sheet if necessary.

   This is a service contract where the vendor has provided services to perform clean-up and repairs for shoreline fishing at Irvine Lake, since June 25, 2019 (Board Approved date: June 25, 2019, ASR #S68I). Vendor was tasked to remove weeds, repair trails, asphalt parking areas, install signage and fish cleaning stations and set up an existing modular building to accommodate fisherman registration. Subsequently, after the initial clean-up, vendor continues to carry out the day to day operation of shoreline fishing at the lake. For this extension request, vendor will continue to manage the day to day operation of the shoreline fishing at Irvine Lake.

2. **Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor’s proposal that provides a detailed description of the services/supplies.)* Attach additional sheet if necessary.

   County has a license agreement with James Productions, Inc. to manage RV Storage and Oaks Canyon special events facility. Real Estate is negotiating a license renewal with Serrano Water District and Irvine Ranch Water District to allow County and its vendor (James Productions, Inc.) to facilitate shoreline fishing along the edge of Irvine Lake. Vendor will continue to manage fishing and handle day to day operations for shoreline fishing.

3. **Explain why the recommended vendor is the only one capable of providing the required services and/or commodities.** How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County’s requirements. Include vendor affidavit and/or other documentation which supports your sole source. *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.)* Attach additional sheet if necessary.

   County currently utilizes James Productions Inc. on a license agreement to manage both the RV storage lot adjoining the shoreline fishing area and a lease for the Oak Canyon special event facility adjacent to Irvine Lake. Due to this proximity and availability, and since this is only a temporary license agreement with the water districts, the County will benefit from James Productions’ on-site knowledge, with their existing staff and maintenance equipment being onsite.
4. **How does recommended vendor’s prices or fees compare to the general market?**
   
   Attach quotes for **comparable** services or supplies. Attach additional sheet if necessary.
   
   There are currently no comparable as this is a unique service request.

5. **If the recommended vendor was not available, how would the County accomplish this particular task?**
   
   Attach additional sheet if necessary.
   
   OC Parks would have to hire full time staff to complete, which is not feasible as the recruitment process is time consuming and the services required are ongoing.

6. **Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.**
   
   Vendor has had no name change, litigation or judgments in the past 7 years.

7. **If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years?**  ☒ Yes   ☐ No
   
   If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

8. **Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption)**
   
   Attach additional sheet if necessary.
SECTION IV – AUTHOR/REQUESTOR

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Stacy Blackwood</td>
<td>June 8, 2020</td>
</tr>
</tbody>
</table>

SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>F.I. Tuitelelapaga</td>
<td>June 8, 2020</td>
</tr>
</tbody>
</table>

SECTION VII – DEPARTMENT HEAD APPROVAL

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Dylan Wright</td>
<td>June 8, 2020</td>
</tr>
</tbody>
</table>

SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed $250,000, Capitol Assets and services exceeding $75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County’s online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

<table>
<thead>
<tr>
<th>Board of Supervisor Notification Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CPO: □Approved □Denied</th>
<th>CFO: □Approved □Denied</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CPO Authorized Signature:</th>
<th>Date:</th>
<th>CFO Authorized Signature:</th>
<th>Date:</th>
</tr>
</thead>
</table>
Workflow History - 012-C021962-ML-SS

<table>
<thead>
<tr>
<th>User</th>
<th>Group</th>
<th>Date</th>
<th>Action</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hang Le</td>
<td>CPO SS Housing</td>
<td>Jun 8, 2020</td>
<td>Requestor</td>
<td></td>
</tr>
<tr>
<td>Hang Le</td>
<td>CPO SS Housing</td>
<td>Jun 8, 2020</td>
<td>Approver</td>
<td></td>
</tr>
<tr>
<td>Ana Figueroa</td>
<td>CPO SS Housing</td>
<td>Jun 9, 2020</td>
<td>Approved</td>
<td></td>
</tr>
</tbody>
</table>

Bid #012-C021962-ML-SS - SOLE SOURCE - JAMES PRODUCTIONS INC - IRVINE LAKE RV STORAGE

This bid is on Hold.

Agency Information: County of Orange, CA (See agency's bids)
Department: OC Community Resources-Purchasing (See department's bids)
Bid Classifications: Classification Code
Bid Regions: Regions
Bid Contact: See contact information
Revise Bid: Click here to revise your bid information.
Copy Bid: Click here to copy the bid and relist it as a new bid
Report Flags: My department considered the EPP policy when creating this bid. (Y/N) Y
  If yes, please briefly explain how. If no, state why. (Electronic submissions whenever)
Advertisement Notification: Send an Advertisement Email

Approval

View Approval Flow: View Approval Flow
Approval Status: Approved

Description

Bid Number: 012-C021962-ML-SS
Title: SOLE SOURCE - JAMES PRODUCTIONS INC - IRVINE LAKE RV STORAGE
Budgeted Amount: $690,520.00
Standard Disclaimer: The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.
Description: Sole Source Notification only for OCCR/OC Parks with James Productions Inc. This is a contract extension for one (1) additional year.
CONTRACT NUMBER MA-012-19011945
BETWEEN
OC COMMUNITY RESOURCES/OC PARKS
AND
JAMES PRODUCTIONS, INC.
FOR
PREPARATION OF COUNTY PROPERTY FOR SHORELINE FISHING

This Contract for Preparing County Property for Shoreline Fishing at Irvine Lake, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, OC Community Resources OC Parks, a political subdivision of the State of California, with a place of business at 1770 N Broadway, Santa Ana, CA 92706, hereinafter referred to as “County” and James Productions, Inc., with a place of business at 1116 North Olive Street, Anaheim CA 92801; hereinafter referred to as “Contractor”, with County and Contractor, sometimes individually referred to as “Party” or collectively referred to as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated herein by this reference:

Attachment A - Scope of Work
Attachment B – Compensation/Payment Instructions/Pricing

RECITALS

WHEREAS, County desires to enter into a Contract with Contractor for preparations and repairs to provide recreational shoreline fishing at Irvine Lake; and

WHEREAS, the Contractor is the Sole Provider due license agreement between Parties in support of shoreline fishing at Irvine Lake; and

WHEREAS, the County agrees to pay the Contractor the fees as further set forth in Attachment B, Compensation/Payment Instructions/Pricing; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:
ARTICLES

I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

F. Acceptance/Payment: Unless otherwise agreed to in writing by County, 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 County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnities as identified in paragraph “Z” below, and as more fully described in paragraph “Z,” harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties,
faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

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

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

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

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

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

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

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

O. **Insurance Provisions:** Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

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

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

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

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

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

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

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, employees and agents** 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 County of Orange shall be excess and non-contributing.

The Marine Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1) An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, employees, and agents** as Additional Insureds. Blanket coverage may also be provided which will state- **As Required By Written Agreement**.

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

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, employees, and agents**, or provide blanket coverage, which will state **As Required By Written Contract**.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.
Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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 agency/department address listed on the solicitation.

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

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

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

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.
The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

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

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

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

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

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

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

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

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

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

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

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

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

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this
agreement shall be forwarded to the County’s project manager.
BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

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

II. **ADDITIONAL TERMS AND CONDITIONS**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services related to the preparation of County’s property adjacent to Irvine Lake from Contractor as further detailed in Scope of Work, identified and incorporated herein by this reference as “Attachment A” to facilitate shoreline fishing by the general public.

2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and continuing for ONE YEAR from that date, unless otherwise terminated by County in accordance with the terms of Section K thereof.

3. **Compensation/Payment Instructions and Pricing:** (See Attachment B), the contents which are incorporated herein.

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

5. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “Z” above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
   a) Terminate the Contract immediately, pursuant to Section K herein;
   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
   c) Discontinue payment to the 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 County those monies disallowed pursuant to the above.

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

8. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

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

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

11. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

12. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.”

13. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

14. **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 by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

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 County 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.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

15. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

16. Headings: The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

17. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.

18. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and
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: James Productions, Inc
Attention: Garry James
1116 North Olive Street, Anaheim CA 92801
Phone: 714-270-0653
Email: garry@jamesevents.com

For Program: OCCR/OC Parks
Attn: John Gannaway
Address: 13042 Old Myford Road, Irvine CA
Phone: 949-973-6864
Email: John.Gannaway@ocparks.com

Assigned DPA: OC Community Resources
Purchasing & Contract Services
Attn: Hong Lin
1770 N Broadway, 601 North Ross St., 6th Floor
Santa Ana, CA 92701, Santa Ana, CA 92706-2606
Phone: 714-973-6636
Email: Hong.Lin@ocparks.com

19. 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.

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

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.
21. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County’s project manager shall have the right to require the removal and replacement of the Contractor’s project manager and key personnel. The County’s project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County’s project manager. The County’s project manager shall review and approve the appointment of the replacement for the Contractor’s project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

22. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

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

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

24. **Taxpayer ID Number:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

25. **Waivers-Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

James Productions, Inc.*

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Garrett B James                  President
Print Name                      Title

______________________________
Signature                      6/20/19

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

______________________________
Signature                      Date

COUNTY OF ORANGE, a political subdivision of the State of California
IRVINE LAKE FISHING SCOPE OF WORK
James Productions, Inc.

PURPOSE: To prepare and use County property for shoreline fishing at Irvine Lake by the general public.

TERM: Effective as of June 25, 2020 and coterminous with County’s license (“License”) for shoreline fishing with Serrano Water District, and Irvine Ranch Water District, and The Irvine Company dated June 8, 2020, if not otherwise terminated earlier pursuant to the terms and conditions of this agreement.

AVAILABILITY: Lake will be open for fishing three (3) days a week, 7AM to 4PM5PM. (Friday to Sunday)

Fishing by the general public shall be limited to shoreline areas as defined within the License, tentatively scheduled to take place across the earth bridge (trout island) to the gate on the east side of the entrance and to from the shoreline down the cement boat launch behind the storage shed. Additional areas, based on seasonal needs and water level fluctuation, may include areas of the north/west side of the lake. County and vendor will work cooperatively to redefine the areas available for shoreline fishing on an as needed basis, subject to the terms and limitations of the License.

Fishing by the general public shall be limited to a maximum occupancy of 225 visitors for shoreline fishing at any given time unless County provides permission to increase that number. County reserves the right to raise or lower the maximum occupancy in its sole discretion.

A California Fishing license will be required of all persons fishing, as required by the State.

Visitor parking will be located near or around the tackle shop. Visitors will walk to fishing spots as directed by signage posted by vendor.

Visitors shall be limited to 5 total combined for Trout, catfish, bluegill etc. --- All Bass fish are subject to catch and release. No trout and catfish catch and release. Carp no limit.

FEES: Fees are based on current approved fee scheduled from OC Parks. County will utilize existing parking vendor, PCI Inc. to collect parking fee per vehicle. Terms and conditions of fees are subject to change at the discretion of County.

COUNTY ASSISTANCE: As needed and deemed appropriate by County, County will assist with shoreline fishing and other services by providing staff support.
Projected One-Time Start-up & Monthly Cost Not to Exceed: $380,520,526,429.00
(breakdown as indicated in Attachment B-1: Compensation/Payment Instructions/Pricing.)
ATTACHMENT A-1
SCOPE OF WORK

1. **SERVICE DESCRIPTION OF SERVICES** FOR PREPARATION OF COUNTY PROPERTY FOR SHORELINE FISHING

Vendor shall provide the following services in an amount **not to exceed** those listed herein:

1. **Signage**
   - New Entrance Sign/Banner (2 sides) $1,000.00
   - Internal and Road Banners – directional, rules, etc. $2,000.00

2. **Security Lighting**
   - Repair/replace lights, repair electrical gate, repair electrical $2,900.00

3. **Tractor Work**
   - Roads, Parking and Shoreline $18,000.00

4.1. **Asphalt Repair**
   - Entrance pothole and apron clean up. (County to supply over all asphalt replace/repair if needed after initial work completed by vendor) $10,000.00

5. **Fencing**
   - Fishing Person Line Up / Clean Up / Security Fencing: A new secure area will be created for the shoreline fishing-related activities. Fencing needs to be repaired all around the lake for security and safety.
     - Fish Cleaning Station $7,500
     - Lake Edge Clean Up $1,000.00
     - Clean up Dumpsters (40-yard) one time clean up $4,000.00
     - Clean up Dumpsters (40-yard) one time clean up $1,500.00

6. **Tackle/RV Storage**
   - Best would be to use a portion of the existing building using part for RV Storage and part for tackle shop to start with. $2,900.00

7. **Boat on the Lake Security and Patrol**
   - One Boat / Outboard – to buy or rework existing boat $3,900.00
ATTACHMENT A
SCOPE OF WORK

8. Truck
   4WD Pick-Up, pull cars out, jump cars, trash ——— $3,500.00

II. MONTHLY OPERATIONAL COSTS

1. Weekends Ops Staff
   Based on: Open 3 Days Friday Saturday and Sunday (36 Hour week)
   Hours of operation – 7:00am – 54:00pm
   Manager, Assistant Manager, 2 Maintenance personnel
   3 Security Patrol (boat and shore) Per Month $14,975.00

2. Trash Removal
   Two 3-yard Bins – Weekly Dump Per Month: $445.00
   30 Trash Cans – Placed throughout lake area

3. Toilets
   16 Toilets – With Tray Per Month: $1,990.00
   2 ADA – Serviced 1 Time Per Week

4. Miscellaneous Per Month
   Utilities, fuel for boat and truck, repairs Per month $6,500.00

5. Monthly Tractor Work
   To ensure roads and parking are clear and fisher persons have access designated shoreline
   fishing areas Per Month $1,725.00

6. Weekly Staffing Overhead
   Office Administration, support staff Etc. office supplies, accounting, transportation, IT
   Support, etc. Per month $5,850.00

7. Internet Connection Per Month $225.00
I. Compensation: This is a Contract between the County and Contractor for Irvine Lake Shoreline Fishing.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for providing and performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

**Total Contract amount not to exceed $526,120**

II. Pricing:

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>ASPHALT REPAIR (NOT TO EXCEED $10,000.00)</td>
<td>TBD</td>
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<tr>
<td>MONTHLY</td>
<td>12</td>
<td>$31,710.00</td>
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<tr>
<td>INSURANCE (NOT TO EXCEED $100,000.00)</td>
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<td>7</td>
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</tbody>
</table>

**Subtotal**

$390,520

**Tax**

$0

**Total Not To Exceed**

$490,520

III. Payment Terms – Payment in ArrearsAdvance: Payment in advance is authorized for START UP ($53,700.00) and will be net (30) days after receipt of an invoice in a format acceptable to the County, verified and approved by the agency/department and subject to processing requirements of the County. Contractor shall reference Contract number on invoice. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

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

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

1. Contractor’s name and address
2. Contractor’s remittance address, if different from 1, above
3. Name of County Agency/Department
4. Delivery/service address
5. Contract Number: **MA-012-19011945**
6. Date of Order
7. Product/service description, and prices
8. Contractor’s Federal Tax I.D. Number
9. Sales Tax, if applicable
10. Freight/delivery charges, if applicable
11. Total

**Billing Address:** All invoices must be mailed and bill to:
OC Community Resources
Attn: Accounts Payable
6001770 N Ross Street, 6th -Broadway, 4th Floor
Santa Ana, CA 9270192706

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

VII. **Payment (Electronic Funds Transfer (EFT)):**

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
Contract Summary Form

James Productions, Inc.

SUMMARY OF SIGNIFICANT CHANGES

Amendment Number One decreases the contract not to exceed amount to $490,520 (from $526,120) and removes costs for and references to initial site preparation activities that no longer apply.

SUBCONTRACTORS

This contract includes the subcontractor shown below.

<table>
<thead>
<tr>
<th>Subcontractor Breakdown</th>
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<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Service(s)</td>
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<tr>
<td>Amount</td>
</tr>
<tr>
<td>Diamond Environmental</td>
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<tr>
<td>Portable Toilets</td>
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<td>$1,990</td>
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CONTRACT OPERATING EXPENSES

Expense for Amendment Number One to the contract (MA-012-19011945) with James Productions, Inc is $490,520 for a one-year contract.

The contract provides for ongoing maintenance and operations to support public shoreline fishing, including trash removal, maintenance and operations personnel, monitoring and patrol, public restrooms, utilities and limited insurance costs.
June 17, 2020

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 23, 2020, Board Hearing

Agency: John Wayne Airport
Subject: Approve Amendment Number Two with Universal Protection Service, LP
Districts: 2

Reason for supplemental: This item must be heard as soon as possible because Approval of Amendment Number Two with Universal Protection Service, LP dba Allied Universal Security Services will allow John Wayne Airport to move forward with a phased transition to private security personnel staffing the terminal curbside, traffic management and Air Cargo gate assignment. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 6/23/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport
DEPARTMENT HEAD REVIEW: Barry A. Rondinella (949) 252-5183
DEPARTMENT CONTACT PERSON(S): Scott Hagen (949) 252-5241

SUBJECT: Approve Amendment Number Two with Universal Protection Service, LP

Budgeted: N/A  
Current Year Cost: N/A  
Annual Cost: 
FY 2020-21 $564,000  
FY 2021-22 $562,000

Staffing Impact: N/A  
# of Positions:  
Current Fiscal Year Revenue: N/A  
Funding Source: Airport Operating Fund 280:100%  
Sole Source: No  
County Audit in last 3 years No

Prior Board Action: 11/19/2019 #18, 1/10/2017 #27

RECOMMENDED ACTION(S):

1. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

2. Authorize the County Procurement Officer, or authorized Deputy, to execute Amendment Number Two to the Contract with Universal Protection Service, LP dba Allied Universal Security Services for Armed and Unarmed Security Guard Services, effective July 1, 2020, through January 31, 2022, in the amount of $1,126,000, for a new contract amount not to exceed $3,626,000.
SUMMARY:
Approval of Amendment Number Two with Universal Protection Service, LP dba Allied Universal Security Services will allow John Wayne Airport to move forward with a phased transition to private security personnel staffing the terminal curbside, traffic management and Air Cargo gate assignment.

BACKGROUND INFORMATION:
On January 10, 2017, the Board of Supervisors (Board) awarded a three-year contract to Universal Protection Service, LP effective February 1, 2017, through January 31, 2020, for a total three-year cost of $3,275,547, renewable for two additional one-year periods. Security posts under this Contract included:

1. One armed security supervisor;
2. Three armed security guard post positions at separate airfield vehicle access gates;
3. One unarmed post for the Terminal C Sterile Area exit stairway and escalator; and
4. One unarmed security guard post for concession product inspections prior to entry into the terminal Sterile Area.

On November 19, 2019, the Board approved Amendment Number One to the Contract with Universal Protection Service, LP dba Allied Universal Security Services (AUS) for two years, effective February 1, 2020, through January 31, 2022, in an amount not to exceed $2.5 million. Under this Amendment, a Site Supervisor was added to provide administrative support under the Contract, and the additional services contingency was increased to cover unanticipated security guard services that fall within the Scope of Work but are not part of the schedule of services specified in the Contract.

Recently, John Wayne Airport (JWA) and the Orange County Sheriff’s Department (OCSD) reworked the security model at the airport to provide both robust security and cost containment. OCSD proposed a plan to shift services for terminal curbside, traffic management to a private vendor in a two-phased approach. Phase I will become effective in July 2020, and Phase II will commence in July 2021. By accepting the OCSD proposal, JWA would allow a higher concentration of law enforcement personnel in the most vulnerable areas of JWA.

JWA approached our current security vendor, AUS, and asked for a proposal to provide curbside traffic management and air cargo gate service that OCSD would relinquish. AUS is the incumbent private security provider for JWA. In Phase One, AUS would staff three terminal curbside traffic management posts on the arrival level roadway, provide a lead officer to cover traffic officer breaks and lunches and staff the Air Cargo gate at the cost of $564,006. In Phase Two, AUS would staff three additional terminal curbside, traffic management posts on the departure level roadway at the cost of $561,738. These additional posts would fall under the existing AUS Supervisor’s span of control. The AUS proposal includes adding an armed security position at the Air Cargo vehicle gate in support of air cargo (FedEx and UPS) aircraft operations that take place Monday through Friday from 2 p.m. to 8 p.m.

JWA seeks Board approval to proceed with approval of Amendment Number Two to the Contract with AUS to obtain the additional private security personnel to staff the terminal curbside, traffic management assignments, as well as the armed Air Cargo gate assignment.

AUS’s performance has been confirmed as at least satisfactory. JWA has verified there are no concerns that must be addressed with respect to the Contractor’s ownership/name, litigation status or conflicts with County interests.
The Contract does not currently include subcontractors or pass through to other providers. See Attachment B for the Contract Summary Form. Prior to contract expiration, JWA plans to issue a solicitation to continue services.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment; or a reasonably foreseeable indirect physical change in the environment. The proposed additional security protection services does not commit the County to a project-specific course of action and therefore is not subject to CEQA. This proposed activity is, therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:
Appropriations for the Contract Amendment are included in the FY 2020-21 Budget for Airport Operating Fund 280 and will be included in the budgeting process for future years.

By transitioning to private security personnel, JWA would incur a cost savings of approximately $705,413 annually.

The Contract Amendment may be terminated by the County without penalty immediately with cause or after 30 days’ written notice without cause.

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A - Amendment Number Two with Universal Protection Services, LP dba Allied Universal Security Services (MA-280-17011051)
Attachment B - Contract Summary Form
Amendment Number Two
Contract MA-280-17011051
For
Armed Security Guard Services

This Amendment is made between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport ("County" or "JWA"), and Universal Protection Services, LP dba Allied Universal Security Services ("Contractor"), which are sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

Recitals

WHEREAS, the Parties entered into Contract MA-280-17011051 for Armed Security Guard Services (the "Contract"), effective February 1, 2017 through January 31, 2020, in the amount not to exceed $3,275,547; and

WHEREAS, pursuant to Amendment Number One, the Parties renewed the Contract for two (2) additional years, effective February 1, 2020 through January 31, 2022, with a new Contract amount not to exceed $2,500,000, and amended the Contract to reflect Contractor’s name change; and

WHEREAS, the Parties now desire to include additional items to the Contract’s Scope of Work; and

WHEREAS, the Parties now desire to increase the total Contract not-to-exceed amount to $3,626,000; and

WHEREAS, the Parties now desire to amend various Contract provisions to reflect revised County policies and update the Parties notice information; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

Articles

1. Section XIV, Curbside Traffic/Security Program shall be added to Contract Attachment A, Scope of Work and shall read in its entirety as follows:

XIV. CURBSIDE TRAFFIC/SECURITY PROGRAM
Contractor to provide curbside traffic control / security services at John Wayne Airport, as well as an armed guard at the cargo gate.

Curbside deployment would be implemented in two phases.

Phase 1 shall commence July 1, 2020 and shall be performed on the arrival level. This initial deployment shall consist of three (3) officers working during the main operating hours of the airport as well as site leads/breakers for both proposed shifts. The staffing plan for Phase 1 is as follows:

- Schedules for arrival level:

  Days shift: 7:00 am – 3:30 pm = 8 hours x 3 posts x 7 days = 168 HPW (hours per week)
  Swing shift: 2:30 pm – 11:00 pm = 8 hours x 3 posts x 7 days = 168 HPW
  Total hours: 336 HPW

- Lead/Breaker for both shifts: 112 HPW Total Phase 1 hours per week: 448 HPW.

Phase 2 shall consist of a similar deployment, which will begin July 1, 2021. Phase 2 deployment shall consist of three (3) additional officers working during the main operating
hours of the airport, deployed on the departure level of the airport. The proposed additional staffing plan for Phase 2 is as follows:

- Schedules for departure level:
  
  Day shift: 5:00 am - 1:30 pm = 8 hours x 3 posts x 7 days = 168 HPW
  Swing shift: 1:30 pm - 10:00 pm = 8 hours x 3 posts x 7 days = 168 HPW
  Total hours = 336 HPW
  Total Phase 2 additional hours per week: 336 HPW.

Total Curbside deployment beginning July 1, 2021 (Phase 1 and Phase 2 combined): 784 HPW

Officers hired for these posts would be subject to the same screening policies as those required under the current contract with JWA, and would be unarmed. Post specific training would focus on traffic control procedures as well as customer service and emergency response protocols. Contractor’s security professionals would be expected to enforce security rules and regulations, as well as loading and staging rules as prescribed by JWA. Security professionals would help maintain smooth traffic flow, monitor vehicles stopped at the terminal while actively loading and unloading baggage, assist emergency vehicles and personnel responding to incidents, provide information assistance to travelers, and assist with directing passengers to ground transportation (i.e. Uber/Lift/taxi service). Security professionals would monitor and assist pedestrians while crossing traffic lanes to enter and exit the parking areas and would monitor the coordination of the smooth flow of vehicle traffic and the safe crossing of pedestrians.

The lead officer would be tasked with supervising this detail exclusively, and would act as a roving breaker. No post would be unattended under this scenario. The lead would report to the supervisor on duty under the current Contract.

Beginning July 1, 2020, Contractor would also provide the addition of an armed officer post located at the Cargo Gate. The Cargo Gate officer will be responsible for access control, specifically unauthorized entry, inspection of access credentials, etc. at the Cargo Gate. Deployment proposed:

2:00pm – 8pm Monday through Friday  30 HPW

Description of Additional positions

Curbside Unarmed Guard: Unarmed security officers who are trained to perform traffic control procedures as well as customer service and emergency response protocols. These unarmed security professionals would be expected to enforce security rules and regulations, as well as loading and staging rules as prescribed by JWA. Security professionals would help maintain smooth traffic flow, monitor vehicles stopped at the terminal while actively loading and unloading baggage, assist emergency vehicles and personnel responding to incidents, provide information assistance to travelers, and assist with directing passengers to ground transportation (i.e. Uber/Lift/taxi service). Security professionals would monitor and assist pedestrians while crossing traffic lanes to enter and exit the parking areas and would monitor the coordination of the smooth flow of vehicle traffic and the safe crossing of pedestrians.

Curbside Lead Guard: The curbside lead guard will assist curbside guards perform same traffic control procedures and customer service. Lead guards will provide supervisory oversite of curbside program, and will provide meal and rest breaks for the curbside guards.
Armed Cargo Gate Guard: Armed cargo gate guard will be subject to the same training, backgrounding, and qualifications of a standard armed guard on the contract. This guard will monitor access control of cargo gate during operating hours in which cargo will be entering and leaving the cargo gate. Guard will check all credentials for access, and deny any unauthorized access.

2. Contract Attachment B shall be revised and replaced in its entirety as attached hereto.

3. Article I of the Contract’s General Terms and Conditions shall be amended to read in its entirety as follows:

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

4. Article S of the Contract’s General Terms and Conditions shall be amended to read in its entirety as follows:

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

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

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

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

5. Section 2 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
2. **CONTRACT Term:** This Contract shall be renewed, commencing on February 1, 2020, and shall be effective for two (2) years unless otherwise terminated as provided herein. *Total Two (2) Year Contract Not To Exceed $3,626,000.*

6. Section 7 of the Contract’s Additional Terms and Conditions shall be removed and amended to read in its entirety as follows:

7. **RESERVED**

7. Section 48 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:

48. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the County’s project coordinator and Contractor’s project coordinator routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by us certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

**County:** JWA, Operations  
**Attn:** Scott Hagen, Deputy Airport Director, Project Coordinator  
18601 Airport Way  
Santa Ana, CA 92707  
(949) 252-5241  
shagen@ocair.com

**cc:** JWA, Procurement  
**Attn:** Gene Duenas, CPPB, DPA  
Procurement Manager  
3160 Airway Avenue  
Costa Mesa, CA 92626  
(949) 252-5125  
gduenas@ocair.com

**Contractor:** Universal Protection Services, LP  
dba Allied Universal Security Services  
**Attn:** Tad Garabedian, Government Specialist  
765 The City Drive South, Suite 150  
Orange, CA 92868  
(714)260-0805  
Tad.garabedian@aus.com

8. All terms and conditions of the Contract, including any prior amendments/modifications, except as amended herein, shall remain in full force and effect.
Signature Page

In witness whereof, parties hereto have executed this Amendment to the Contract on the dates shown opposite their respective signatures below.

Universal Protection Service, LP dba Allied Universal Security Services*

Signature

Name

Title

Date

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

- The first signature must be one of the following: a Chairman of the Board; b President; c any Vice President.

- The second signature must be one of the following: a Secretary; b Chief Financial Officer; c any Assistant Secretary; or d any Assistant Treasurer.

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

County Authorized Signature

Signature

Name

Title

Date

Approved As To Form
Office of the County Counsel
County of Orange, California

Deputy

Date

Approved by Board of Supervisors on:

Date
ACTION BY WRITTEN CONSENT
OF THE GENERAL PARTNER OF
UNIVERSAL PROTECTION SERVICE, LP
May 21, 2020

The undersigned general partner (the “General Partner”) of Universal Protection Service, LP, a California limited partnership (the “Company”), acting in such capacity, hereby adopts the following resolutions pursuant to California law, the operating agreement of the General Partner and the Limited Partnership Agreement of the Company, which authorize the General Partner to so act:

RESOLVED, that the following employee of the Company, Steve Claton, President, Southwest Region, is hereby authorized to take the following actions: execute and deliver, on behalf of and in the name of the Company and any of its subsidiaries, any and all agreements, instruments, certificates and other documents, as deemed by such individual in the exercise of his judgment to be appropriate or necessary for the conduct of the business of the Company and its subsidiaries in the ordinary course regarding the following service contract amendment:

Amendment Number Two to Contract MA-280-17011051 for Armed Security Guard Services at John Wayne Airport between the Company and the County of Orange, CA,

including without limitation, executing and delivering in the Company’s name and on its behalf other documents relating to such service contract amendment, including, without limitation to, bonds and surety agreements and agreements of indemnity relating thereto, employment agreements, confidentiality agreements, real estate leases and equipment leases, and it is further

RESOLVED, that all actions previously taken by the Company and/or Steve Claton, in connection with the matters contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned general partner of the Company has executed this Action by Written Consent acting in such capacity as of the date first set forth above.

Universal Protection GP, LLC general partner of
Universal Protection Service, LP

By:  

David I. Buckman
Secretary
Attachment B
Contractor’s Pricing
05/14/2020

I. Compensation
This is an all-inclusive, not to exceed maximum firm fixed price Contract between County and Contractor for services defined in Attachment A - Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance and bonds, vehicles, equipment, tools, materials, overhead, travel, etc. required for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Article “C - Amendments - Changes/Extra Work” of County Contract Terms and Conditions.

II. Fees and Charges
County will pay the following fees in accordance with the provisions of this Contract based upon Contractor’s performance of the requested services as described in Attachment A - Scope of Work. Fees paid to Contractor shall be based upon operation hour.

Period 02/01/2020 – 01/31/2022
Contract Not To Exceed $3,626,000.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Hours</th>
<th>Unit</th>
<th>Hourly Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Armed Security Guard – Regular Rate</td>
<td>25,704</td>
<td>Hour</td>
<td>$25.14</td>
<td>$646,199.00</td>
</tr>
<tr>
<td>Armed Security Guard – Holiday/Overtime Rate</td>
<td>504</td>
<td>Hour</td>
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<td>238</td>
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<td>Armed Supervisor – Regular Rate</td>
<td>6,528</td>
<td>Hour</td>
<td>$28.10</td>
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<td>Armed Supervisor – Holiday/ Overtime Rate</td>
<td>128</td>
<td>Hour</td>
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<td>Hour</td>
<td>$31.06</td>
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<td>Armed Site Supervisor – Holiday/ Overtime Rate</td>
<td>40</td>
<td>Hour</td>
<td>$46.60</td>
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<td>Supervisor Vehicle</td>
<td>N/A</td>
<td>Monthly</td>
<td>$1,050.00</td>
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(without Curbside Traffic/Security Program) Sub-Total | $1,199,760.00
## Curbside Traffic/Security Program
### Period 07/01/2020 – 06/30/2021

<table>
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<tr>
<th>Description</th>
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<th>Unit</th>
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<th>Cost</th>
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<tbody>
<tr>
<td>Unarmed Curbside Guard</td>
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<td>Unarmed Curbside Guard OT/Holiday</td>
<td>342</td>
<td>Hour</td>
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<tr>
<td>Curbside Lead Officer</td>
<td>5,710</td>
<td>Hour</td>
<td>$24.75</td>
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<td>Curbside Lead Officer OT/Holiday</td>
<td>114</td>
<td>Hour</td>
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<td>$4,806.24</td>
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<td>Armed Cargo Gate Guard</td>
<td>1,529</td>
<td>Hour</td>
<td>$25.14</td>
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<td>Armed Cargo Gate Guard OT/Holiday</td>
<td>31</td>
<td>Hour</td>
<td>$37.71</td>
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Sub-Total: $564,006.15

### Period 07/01/2021 – 01/31/2022

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<td>Unarmed Curbside Guard</td>
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Sub-Total: $561,738.26

### (before Curbside Traffic/Security Program) Year 4

Additional Services Year 4: $1,199,760.00

### (before Curbside Traffic/Security Program) Year 5

Additional Services Year 5: $50,000.00

### Curbside Traffic/Security Program Period 07/01/2020 – 06/30/2021

Cost: $564,006.15

### Curbside Traffic/Security Program Period 07/01/2021 – 01/31/2022

Cost: $561,738.26

### Estimated Total

Cost: $3,625,264.41

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*Faithful Performance Bond for 25% of the annual amount is required per Contract.*

**A. Holidays Observed by Contractor:**

**B. Overtime Definition:**
As defined in Attachment A, Section III., P.

**C. Additional Services:**
As defined in Attachment A, Section XIII., and work not included in the Staffing Scheduled Services table, herein.

**D. Labor Rates**
### Labor Rate

<table>
<thead>
<tr>
<th>Description</th>
<th>02/01/2020 – 01/31/2022 (Hourly Rate)</th>
</tr>
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<tbody>
<tr>
<td>Armed Security Guard – Regular Rate</td>
<td>$25.14</td>
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<tr>
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<td>$46.60</td>
</tr>
</tbody>
</table>

### III. Payment Procedure

A. **Payment of Fee to Contractor:** On or before the 15th day of the month, Contractor shall submit a monthly invoice to JWA/Accounts Payable. Said monthly invoice shall separately specify the number of hours performed for the previous monthly period. Operation hours submitted shall not exceed the schedule identified Attachment D unless previously approved by County Project Coordinator.

B. The invoices shall be itemized and certified under penalty of perjury by a duly authorized representative of Contractor and shall be in a form and content satisfactory to County. County reserves the right to require additional substantiation of any such payment request submitted including but not limited to, shuttle driver logs, employee timekeeping system records, employee work schedules, GPS tracking reports, and other timekeeping records.

C. **Right to Offset:** County Project Coordinator, without waiver or limitation of County’s rights or remedies, reserves the right to offset fees for unsubstantiated operation hours.

D. **Basis of Deductions:** County reserves the right to impose deductions in addition to Attachment E - Basis of Deductions based on egregious Contract deficiencies found.

### IV. Invoicing

Invoices are to be submitted monthly in arrears, after services have been provided, to the address specified below. Payment will be next 30 days after receipt of an invoice in a format acceptable to County and verified and approved by County Project Coordinator and subject to routine processing requirements. County’s Project Coordinator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to County Auditor-Controller for processing of payment. Responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for services not provided or when goods or services do not meet Contract requirements. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

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

a. Contractor’s name and address
b. Contractor’s remittance address (if different from above)
c. Contractor’s Federal I. D. number
d. Name of County agency department
e. County Contract number
f. Service dates, hours and hourly rates with extended totals
g. Service description as listed in Item II—Fees and Charges above
h. Total Invoice Amount

Invoices and support documentation are to be forwarded to (not both):

John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

Or

Email to: AccountsPayable@ocair.com
**Contract Summary Form**

Universal Protection Service, LP dba Allied Universal Security Services

**SUMMARY OF SIGNIFICANT CHANGES**

2. Costs: increase of $1,126,000. Page 1

**SUBCONTRACTORS**

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

**CONTRACT OPERATING EXPENSES**

Period 02/01/2020 – 01/31/2022

Contract Not To Exceed $3,626,000.00

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<td>$19,006.00</td>
</tr>
<tr>
<td>Unarmed Security Guard – Regular Rate</td>
<td>12,138</td>
<td>Hour</td>
<td>$21.44</td>
<td>$260,239.00</td>
</tr>
<tr>
<td>Unarmed Security Guard – Holiday/ Overtime Rate</td>
<td>238</td>
<td>Hour</td>
<td>$32.17</td>
<td>$7,657.00</td>
</tr>
<tr>
<td>Armed Supervisor – Regular Rate</td>
<td>6,528</td>
<td>Hour</td>
<td>$28.10</td>
<td>$183,437.00</td>
</tr>
<tr>
<td>Armed Supervisor – Holiday/ Overtime Rate</td>
<td>128</td>
<td>Hour</td>
<td>$42.16</td>
<td>$5,396.00</td>
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<tr>
<td>Armed Site Supervisor – Regular Rate</td>
<td>2040</td>
<td>Hour</td>
<td>$31.06</td>
<td>$63,362.00</td>
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<tr>
<td>Armed Site Supervisor – Holiday/ Overtime Rate</td>
<td>40</td>
<td>Hour</td>
<td>$46.60</td>
<td>$1,864.00</td>
</tr>
<tr>
<td>Supervisor Vehicle</td>
<td>N/A</td>
<td>Monthly</td>
<td>$1,050.00</td>
<td>$12,600.00</td>
</tr>
</tbody>
</table>

(without Curbside Traffic/Security Program)Sub-Total* $1,199,760.00

*Faithful Performance Bond for 25% of this annual amount is required per Contract.*
## Curbside Traffic/Security Program

**Period 07/01/2020 – 06/30/2021**

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Hours</th>
<th>Unit</th>
<th>Hourly Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unarmed Curbside Guard</td>
<td>17,130</td>
<td>Hour</td>
<td>$21.44</td>
<td>$367,267.20</td>
</tr>
<tr>
<td>Unarmed Curbside Guard OT/Holiday</td>
<td>342</td>
<td>Hour</td>
<td>$32.17</td>
<td>$11,002.14</td>
</tr>
<tr>
<td>Curbside Lead Officer</td>
<td>5,710</td>
<td>Hour</td>
<td>$24.75</td>
<td>$141,322.50</td>
</tr>
<tr>
<td>Curbside Lead Officer OT/Holiday</td>
<td>114</td>
<td>Hour</td>
<td>$42.16</td>
<td>$4,806.24</td>
</tr>
<tr>
<td>Armed Cargo Gate Guard</td>
<td>1,529</td>
<td>Hour</td>
<td>$25.14</td>
<td>$38,439.06</td>
</tr>
<tr>
<td>Armed Cargo Gate Guard OT/Holiday</td>
<td>31</td>
<td>Hour</td>
<td>$37.71</td>
<td>$1,169.01</td>
</tr>
</tbody>
</table>

**Sub-Total** $564,006.15

**Period 07/01/2021 – 01/31/2022**

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Hours</th>
<th>Unit</th>
<th>Hourly Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unarmed Curbside Guard</td>
<td>20,424</td>
<td>Hour</td>
<td>$21.44</td>
<td>$437,890.56</td>
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<tr>
<td>Unarmed Curbside Guard OT/Holiday</td>
<td>408</td>
<td>Hour</td>
<td>$32.17</td>
<td>$13,125.36</td>
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<tr>
<td>Curbside Lead Officer</td>
<td>3,404</td>
<td>Hour</td>
<td>$24.75</td>
<td>$84,249.00</td>
</tr>
<tr>
<td>Curbside Lead Officer OT/Holiday</td>
<td>68</td>
<td>Hour</td>
<td>$42.16</td>
<td>$2,866.88</td>
</tr>
<tr>
<td>Armed Cargo Gate Guard</td>
<td>912</td>
<td>Hour</td>
<td>$25.14</td>
<td>$22,927.68</td>
</tr>
<tr>
<td>Armed Cargo Gate Guard OT/Holiday</td>
<td>18</td>
<td>Hour</td>
<td>$37.71</td>
<td>$678.78</td>
</tr>
</tbody>
</table>

**Sub-Total** $561,738.26

<p>| (before Curbside Traffic/Security Program) Year 4 | $1,199,760.00 |
| Additional Services Year 4                    | $50,000.00    |
| (before Curbside Traffic/Security Program) Year 5 | $1,199,760.00 |
| Additional Services Year 5                    | $50,000.00    |</p>
<table>
<thead>
<tr>
<th>Curbside Traffic/Security Program</th>
<th>$564,006.15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period 07/01/2020 – 06/30/2021</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Curbside Traffic/Security Program</th>
<th>$561,738.26</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period 07/01/2021 – 01/31/2022</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total</th>
<th>$3,625,264.41</th>
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</table>

Appropriations for the Contract Amendment are included in the FY 2020-21 Budget for Airport Operating Fund 280 and will be included in the budgeting process for future years.
June 17, 2020

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 23, 2020, Board Hearing.

Agency: County Executive Office
Subject: Appointment of Interim Public Defender
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting that this item be added to the June 23, 2020, Board agenda as a Supplemental Agenda Staff Report in order to make the appointment of the Interim Public Defender effective as soon as possible. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: [Signature]
Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM  
AGENDA STAFF REPORT

MEETING DATE: 6/23/20  
LEGAL ENTITY TAKING ACTION: Board of Supervisors  
BOARD OF SUPERVISORS DISTRICT(S): All Districts  
SUBMITTING AGENCY/DEPARTMENT: County Executive Office  
DEPARTMENT HEAD REVIEW:  
DEPARTMENT CONTACT PERSON(S):  
   Tom Hatch (714) 834-2836  
   Pia Rose (714) 834-7361

SUBJECT: Appointment of Interim Public Defender

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEO Signature</td>
<td>County Counsel Signature</td>
<td>Discussion 3 Votes Board Majority</td>
</tr>
</tbody>
</table>

Budgeted: N/A  
Current Year Cost: N/A  
Annual Cost: See Financial Impact Section

Staffing Impact: No  
# of Positions: N/A  
Sole Source: N/A

Current Fiscal Year Revenue: N/A  
Funding Source: GF: 100%  
County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S)
Consider and Approve appointment of Martin Schwarz as the Interim Public Defender, at an annual salary of $247,145.60 ($118.82 per hour) and an estimated annual total compensation of $390,068 including benefits, effective 5 p.m. on July 2, 2020.

SUMMARY:
Appointing Martin Schwarz as the Interim Orange County Public Defender and setting his salary consistent with the Salary Schedule will fill the current vacancy in the position of Orange County Public Defender until a permanent appointment occurs.
BACKGROUND INFORMATION:

The appointment of Martin Schwarz as the Interim Orange County Public Defender effective 5 p.m. on July 2, 2020, will fill the vacancy by the retirement of Public Defender Sharon Petrosino.

The Salary Schedule for the position of Public Defender is set at $118.82 per hour, which results in an annual salary of $247,145.60. It is recommended that the Board of Supervisors set the salary for Mr. Schwarz at this rate.

Mr. Schwarz serves as Chief Deputy Public Defender at the Public Defender’s Office, where he has worked for over 20 years. He earned his juris doctor degree from the University Of San Francisco School Of Law and a Bachelor of Arts degree from the University Of California at Santa Barbara. He is a member of the California State Bar, Orange County Bar Association, Orange County Criminal Justice Coordinating Council, Integrated Law and Justice Agency for Orange County and Countywide Integrated Law and Justice.

FINANCIAL IMPACT:

In accordance with the Salary Schedule, the annual salary for the Orange County Public Defender is $247,145.60 ($118.82 per hour). Salary and benefit appropriations are included in the Orange County Public Defender’s FY 2020-21 Budget for Budget Control 058 and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Resume
EDUCATION

UNIVERSITY OF SAN FRANCISCO SCHOOL OF LAW, San Francisco, CA
- Juris Doctor, 1996
- Intensive Advocacy Program
- Criminal Law Clinic

UNIVERSITY OF CALIFORNIA AT SANTA BARBARA, Santa Barbara, CA
- Bachelor of Arts in Political Science, 1992

ORGANIZATIONAL AND LEADERSHIP DEVELOPMENT
- Credentialed California County Senior Executive, California State Association of Counties Institute for Excellence in County Government Credential Program, 2018-2019
- Professional Development Experience (PDX—Catalyst) Cohort 4, 2016
- Orange County Leadership Academy (OCLA) Class 22, 2014-2015

EXPERIENCE

OFFICE OF THE PUBLIC DEFENDER, Orange County, CA 1997 – Present

Relevant Assignments and Duties:

Chief Deputy Public Defender (January 2020 – Present)

As Chief Deputy, I am responsible for the day-to-day operations of the main unit of the Orange County Public Defender’s Office, which includes 178 attorneys, 89 investigators and 20 paralegals. Specific job duties include:

- Directly supervising three senior assistant public defenders who manage the three divisions of the main unit of the Public Defender’s Office—Superior Court, Branch Courts and Special Operations.

- Responsibility for staffing within the main unit of the Public Defender’s Office and working with the senior assistant public defenders to analyze and respond to staffing needs.

- Directly supervising the Department’s assistant public defender in charge of training and overseeing and helping plan the training curriculum. Additionally, I provide training to new attorneys, investigators, paralegals and attorney managers within the Department.
Overseeing staff selection and promotions as well as all office recruitments, including managing the peer review process for promotions which include a peer review element.

Reviewing performance evaluations for every job classification within the main unit of the Department and overseeing bi-annual attorney staff assessments.

Participating in internal disciplinary investigations and interactive/accommodation meetings with the human resources staff.

Regularly conferring and collaborating with judges, the Superior Court’s executive team, the Probation Department’s executive team, the Sheriff’s command staff, the District Attorney’s executive team and other County departments regarding policy matters impacting the Public Defender’s Office or the criminal justice system.

Regularly attending a variety of stakeholder meetings with criminal justice partners which focus on issues ranging from improving work process efficiencies to improving outcomes for system-involved individuals.

**Senior Assistant Public Defender (April 2014 – January 2020)**

- As a Senior Assistant Public Defender, I served as one of four senior managers under the Public Defender of Orange County. The senior management team, in conjunction with the Public Defender, sets overall office policy, creates departmental standards, manages fiscal, budget and human resource issues and directs departmental operations to ensure quality legal representation of indigent clients in the Superior, Juvenile and Appellate Courts.

- My legal and administrative duties in this assignment included assisting in developing organizational plans, policies and procedures; directly supervising assistant public defenders in my division; facilitating management meetings of assistant public defenders in my division; conducting disciplinary internal investigations and interactive/accommodation meetings with human resources; responding to claims against the department; developing standards for staff recruitments; responding to Public Records Act requests; evaluating the work of supervising attorneys; approving and evaluating Executive Management Appraisal Program goals; reviewing attorney evaluations; supervising, through subordinates, the training and professional development of attorneys and support staff; attending stakeholder meetings, authorizing expert witness expenditures within policy limits; evaluating cases for conflicts of interest; interviewing candidates for attorney, investigator, investigative assistant and paralegal classifications during recruitments; evaluating staffing needs department-wide
with other senior managers and reassigning staff as appropriate; meeting with the supervising judges of the operations in my division; approving employee time cards; and representing the office at state-wide and national conferences.

MARTIN F. SCHWARZ

- From 2019 to 2020, I supervised the office’s Branch Court operations which includes the following areas of operation at the Central Justice Center, West Justice Center, North Justice Center and Harbor Justice Center:
  - Misdemeanor Trial Calendars
  - Preliminary Hearing Calendars
  - DUI Courts
  - Drug Courts

This division is staffed by 55 attorneys, 32 investigators, 4 paralegals and 21 clerical staff.

In this assignment, I attend a number of committees on behalf of the office as its designee including the Orange County Criminal Justice Coordinating Committee, Integrated Services working groups, the Drug/DUI Court Advisory Committee, Integrated Law and Justice Agency for Orange County, Countywide Integrated Law and Justice, Waymakers Governing Board and Orange County Family Violence Council. I also served as the Department’s Legislative’s Coordinator, a role I have held since 2015 and continue to hold.

- From 2016 to 2019, I supervised the office’s operation in the following areas:
  - Felony Trial Operations
  - Writs and Appeals
  - AB 109 (Realignment)

This division is staffed by 72 attorneys, 36 investigators, 10 paralegals and 12 clerical staff.

- In this assignment, I attended a number of committees on behalf of the office as its designee including the Orange County Criminal Justice Coordinating Committee and the Stepping Up Initiative.

- From 2014-2016, I supervised the office’s operations in the following areas:
Juvenile Court
- Delinquency
- Dependency
- Truancy
- Juvenile Collaborative Courts
  - Juvenile Drug Court

MARTIN F. SCHWARZ

- Boys Court
- Girls Court

Mental Health
- Probate
- Lanterman Act
- Lanterman-Petris-Short Act
- Sexually Violent Predator Act
- Assisted Outpatient Treatment
- Mentally Disordered Offender
- Restoration of Sanity

Adult Collaborative Courts
- Recovery Court
- Opportunity Court
- Veteran’s Treatment Court
- Homeless Outreach Court
- Assisted Intervention Court
- Whatever It Takes (W.I.T.) Court

Courtroom at the Jail (CJ1)

Adult Felony Probation Violations

New Leaf Program
- Expungements
- Petitions for Termination of Probation
- Petitions for findings of factual innocence
- Certificates of Rehabilitation

This division is staffed by 35 attorneys, 13 investigators, 5 paralegals and 14 clerical staff.

- In this assignment, I attended a number of committees on behalf of the office as its designee, including the Orange County Children’s Partnership, Juvenile Court Improvement Committee, Juvenile Court Stakeholders, Designated Facilities, Assisted Outpatient
Assistant Public Defender/Head of Court (2012 – 2014)

- Managing Attorney of the Orange County Public Defender’s Branch Office at the West Justice Center in Westminster, California. In this assignment I supervised a staff of 15 attorneys, 7 investigators, and 5 clerical employees. Staff handled all misdemeanor and felony cases through preliminary hearing occurring in the West Judicial District of Orange County. My legal and administrative duties included directly supervising the training and development of attorneys and support staff; facilitating staff meetings; attending stakeholder meetings; regularly meeting with judicial officers and the supervising judge of my branch court; resolving client complaints; compiling caseload statistics; writing monthly reports to senior management; assigning cases to attorneys; evaluating and coordinating workflow among attorneys and between attorneys and support staff; authorizing expert witness expenditures within policy limits; participating in staff reviews for promotions, assignments and professional development; approving employee time cards; approving annual leave for staff; interviewing attorney applicants during recruitments; providing court coverage for staff; interviewing internship applicants; and personally representing clients in complex and difficult trials and appeals.


- In this assignment, I have previously represented indigent clients facing all manner of felony charges, including homicides, sexual assault cases, gang cases, third strike cases and other serious and violent felonies.


- In this assignment, I have previously drafted and litigated all manner of pretrial motions, pretrial writs, appeals, post-conviction habeas petitions, appeals (as both appellant and respondent), petitions for review and post-conviction petitions for writs of habeas corpus in cases ranging from misdemeanors to capital cases in the Orange County Superior Court, the Appellate Division of the Orange County Superior Court, the Fourth District Court of Appeal, Division Three and the California Supreme Court.

- Representative published cases include *Myers v. Superior Court* (2004) 124 Cal.App.4th 1247 (the state may not justify a search of a probationer with a search and seizure condition not known to the officer at the time of the search); *People v. Herrera* (2006) 136 Cal.App.4th 1191 (the corpus delicti rule applies at preliminary...
Craft v. Superior Court (2006) 140 Cal.App.4th 1533 (failure to provide treatment toward competency to a defendant found incompetent violates the California Constitution’s speedy trial guarantee); J. D. v. Superior Court (2007) 157 Cal.App.4th 549 (a person being civilly committed under W & I Code section 1800 may not be compelled to testify by the state at the probable cause hearing); Lopez v. Superior Court (2008) 160 Cal.App.4th 824 (a contempt charge for violating a gang-abatement injunction may not be enhanced with a separate gang allegation); and Curry v. Superior Court (2013) 217 Cal.App.4th 580 (clarifying the foundational requirements for the admission of expert witness hearsay declarations at a preliminary hearing under Pen. Code, § 872, subd. (b)).

MARTIN F. SCHWARZ

Domestic Violence Court (2001)

- Represented clients charged with both felony and misdemeanor domestic violence charges. (2001)

Felony Preliminary Hearing Calendar (2000 – 2001)

- Represented indigent clients on all manner of felony charges through preliminary hearing. (2000 – 2001)


- Vertically represent indigent clients at every stage of misdemeanor proceedings including jury trial.


- Vertically represented juvenile clients charged with misdemeanors and felonies, including serious and violent felonies, at every stage of delinquency proceedings under Welfare & Institutions Code section 602.

OFFICE OF THE PUBLIC DEFENDER, Contra Costa County, CA

- Capital Case Law Clerk—Provided litigation support, primarily through legal research and drafting pre-trial motions, in capital cases.

AWARDS

North Orange County Bar Association Attorney of the Year Award (2016)

Orange County Deputy Public Defender’s Association Dean Allen Character Award (2011)
Attachment A

- The Dean Allen Award is presented to a senior attorney in recognition of the recipient’s mentorship of young lawyers, exemplary legal knowledge, dedication to the mission of the office and compassion to clients.

Orange County Deputy Public Defender’s Association Don Sims Award (1999)
- The Don Sims Award is awarded to a junior attorney in recognition of strong compassion and dedication to clients.

RECENT SELECTED PRESENTATIONS

Continuing Legal Education instructor in the areas of strike law, litigating prior convictions, gang law, discovery in criminal cases, in limine motions, DNA evidence, *Miranda* and voluntariness, plea

MARTIN F. SCHWARZ

bargaining, felony sentencing, search and seizure, and prosecutorial misconduct at seminars and conferences presented by the California Public Defender’s Association, the Training Department of the Orange County Public Defender’s Office, UC Irvine School of Law, Orange County Criminal Defense Bar Association, California Appellate Defense Counsel, North Orange County Bar Association and West Orange County Bar Association, including:

- 2020 Legislative Update, North Orange County Bar Association (January, 2020) Fullerton, California.

- *The Policing, Judicial, Prosecution and Defense Functions in Orange County*, University of California Irvine, School of Law, Criminal Law Clinic (January, 2020) Irvine, California.

- *The Duty to Collect and Preserve Evidence*, North Orange County Bar Association (May, 2018) Fullerton, California.


- *Legal and Ethical Issues in Social Media Investigation*, Orange County Public Defender’s Office (September, 2017) Santa Ana, California

- *Parole and Credits after The Public Safety and Rehabilitation Act*, North Orange County Bar Association (June 2017) Fullerton, California.

- *Court Appointed Dependency Counsel Funding*, Foster Youth Education Summit Team Lead Orientation (April, 2017) Webinar.
• Defense Discovery Obligations, Orange County Public Defender’s Office (March 2017) Santa Ana, California.

• Proposition 57, Orange County Criminal Defense Bar Association (January 2017) Santa Ana, California.


• The Duty to Collect and Preserve Evidence, Orange County Criminal Defense Bar Association (July, 2016) Santa Ana, California.

• The Orange County Criminal Justice System, Orange County Korean American Bar Association/Gyeonggi Bar Association (July, 2016) Santa Ana, California.

• Collection and Preservation of Evidence, California Appellate Defense Counsel, Central Orange County Chapter (January, 2016) Irvine, California.

• Finding the Courage to Address our Over-Reliance on Incarceration, League of Women Voters, Central Orange County Area, (January 2016) Tustin, California.


• Careers in Public Defense, University of California Irvine, School of Law, Criminal Law Society (October 2015) Irvine, California.

• Prosecutorial Misconduct: An Appellate Perspective, California Appellate Defense Counsel, Orange County Chapter (May, 2015) Irvine, California.

• Recognizing and Stopping Common Prosecutorial Misconduct, Orange County Criminal Defense Bar Association (April, 2015) Santa Ana, California.

• Felony Sentencing, Orange County Public Defender’s Office (March, 2015) Santa Ana, California.


• The Orange County Criminal Justice System, University of California Irvine, School of Law, Criminal Law Society (February, 2015) Irvine, California.


• Select Issues in Prosecutorial Misconduct, California Public Defenders Association Specialty Areas Conference (September, 2014) San Diego, California.

• When Statements Violate Miranda, Orange County Public Defender’s Office (March, 2014) Westminster, California.

MARTIN F. SCHWARZ

• The Determinate Sentencing Law, West Orange County Bar Association (March, 2014) Stanton, California.

• Felony Sentencing, Orange County Public Defender’s Office (December, 2014) Westminster, California.


• The Three Strike Law, Orange County Public Defender’s Office (September, 2013) Westminster, California.


• Case Law Update, Orange County Public Defender’s Office (October, 2013) Westminster, California.

• The Criminal Defense Attorney (Panelist), University of California, School of Law, Legal Professions Class (September, 2013) Irvine, California.

• Evidence Code Section 402, 403 and 405 Motions, Orange County Public Defender’s Office (June, 2013) Westminster, California.

• Gang Law: Attacking the Hypothetical, Orange County Criminal Defense Bar Association


• *Plea Bargaining*, Orange County Public Defender’s Office (February, 2013) Santa Ana, California.

• *Prosecutorial Misconduct during Trial*, California Public Defenders Association Specialty Areas Conference (September, 2012) San Diego, California.


**INTRADEPARTMENTAL TRAINING**

I provide frequent, in-house training to newly hired or promoted attorneys, investigators, paralegals and law clerks in the following areas:

• Defense Discovery Obligations

• Prosecution Discovery Obligations

• Ethics in Social Media Investigation

• Confidentiality
• Witness Subpoenas and Subpoenas Duces Tecum
• Prosecutorial Misconduct
• The Orange County Criminal Justice System

SELECTED RECENT WRITINGS


MARTIN F. SCHWARZ


• Schwarz, *Children are Different: When the Law Catches up with Science* (June, 2017) Orange County Lawyer, pages 30-33.


CURRENT AND PAST PROFESSIONAL ASSOCIATIONS

State Bar of California
Admitted to Practice December 3, 1996; State Bar Number 184062

Orange County Bar Association
Member, 1997 – Present
Judiciary Committee
• The mission of the Judiciary Committee is to evaluate candidates for appointment to the Orange County Court upon the request of the appointing authority or as the Committee deems appropriate.
Administration of Justice Committee, 2016 – Present
• The Administration of Justice Committee serves as a liaison between the OCBA and the judicial, legislative branches of government, and the California State Bar on all issues which affect the administration of justice.

Orange County Criminal Justice Coordinating Council
2016 - Present

Integrated Law and Justice Agency for Orange County
2019 - Present

Countywide Integrated Law and Justice
2019 - Present

Orange County Superior Court Drug/DUI Court Advisory Committee
2019 - 2020

Waymakers Governing Board
2019 - 2020

Orange County Family Violence Council
2019 - 2020

California Public Defender’s Association (CPDA)
Board of Directors, 2014 – 2018 Member, 1997 – Present
• Chair, Problem Solving Court Committee
  o The committee addresses state-wide issues impacting collaborative courts.
• Chair, Juvenile Committee
  o The committee addresses state-wide issues on both juvenile delinquency and dependency issues.
• Member, Legislative Committee
  o The committee reviews pending legislation, drafts letters in support or opposition on behalf of CPDA, works with members of the Legislature on sponsored legislation and on amendments to pending bills, and guides CPDA’s lobbyist on the CPDA’s lobbying efforts.
• Member, Amicus Committee
  o The committee is charged with drafting amicus briefs in the Court of Appeal and the California Supreme Court on issues impacting public defender offices and clients state-wide.
• Member, Sex Offender and SVP Committee
  o The committee addresses state-wide developments impacting the prosecution of sex
offender cases and civil commitments under the Sexually Violent Predator Act.

- Coordinator of the annual Juvenile Defense Conference (2015-2018)

**Orange County Deputy Public Defender’s Association**
President, 2006 - 2007
Board Member, 2005 - 2007
Member, 1997 - Present

**Stepping Up Initiative**
2016 - 2018

**Orange County Blue Ribbon Commission on Children in Foster Care**
2014 - 2016
- Professional Development Subcommittee

**Orange County Children’s Partnership**
2014 - 2016

**Juvenile Court Stakeholders Committee**
2014 - 2016

**Juvenile Detention Alternatives Oversight Committee**
2014 - 2016

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**Assisted Outpatient Treatment Development Committee**
2014 - 2016

**Mental Health Services Act Steering Committee**
2014 – 2016

**Juvenile Court Improvement Committee**
2014 - 2016

**Behavioral Health Quarterly Designated Facilities Meeting**
2014 - 2016

**California Attorneys for Criminal Justice**
Member, 2008 - Present

**Orange County Attorney’s Association**
June 18, 2020

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 23, 2020, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approve 2020 Civil Unrest Emergency Proclamation
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this be placed on the June 23, 2020, Board agenda as a Supplemental item in order to ratify the emergency proclamation for recent events that required emergency response in Orange County. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:  
Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 06/23/2020
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Jeff Hallock (714) 647-1804
Donna Boston (714) 628-7054

SUBJECT: Adopt Resolution Ratifying 2020 Civil Unrest Emergency Proclamation

CEO CONCUR

COUNTY COUNSEL REVIEW
Approved as to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: No
Current Year Cost: See Financial Impact Section
Annual Cost: See Financial Impact Section

Staffing Impact: N/A
# of Positions: N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A

Prior Board Action: N/A

County Audit in last 3 years N/A

RECOMMENDED ACTION(S)


2. Direct Sheriff, through the Office of Emergency Services to Agendize a review of conditions of the Local Emergency for Board consideration at its next regularly scheduled meeting so the Board can evaluate whether the Local Emergency should be continued or terminated at that time.

SUMMARY:

Adopting a resolution to ratify a Proclamation of Emergency may create eligibility for public assistance for Orange County jurisdictions that incurred extensive costs to local budgets due to emergency response required in order to ensure peaceful events and public safety were maintained during the period of May 30, 2020, through June 14, 2020.
BACKGROUND INFORMATION:

The purpose of requesting ratification of the Proclamation of Local Emergency for the 2020 Civil Unrest is to document the circumstances underlying recent emergency response activities, to support local jurisdictions in their emergency response and to support local jurisdictions in the pursuit of potential state and federal financial assistance. There is no expectation or guarantee of state or federal funding being made available solely because of this requested action. Under the California Emergency Services Act §8685.2, local jurisdictions have up to 10 days after the actual occurrence of a disaster to proclaim a local emergency and submit it to the California Governor's Office of Emergency Services (Cal OES).

In the days immediately following the tragic death of George Floyd on May 25, 2020, in Minneapolis, Minnesota, numerous protests have occurred throughout the nation, including the County of Orange. Beginning on May 30, 2020, numerous acts of violence have been committed against first responders and members of peaceful protests. Jurisdictions within the County geographic region have suffered millions of dollars in emergency response costs, damage to public and private property, looting of businesses and arson. Injuries to first responders and the public included non-life threatening burns (from mortars/fireworks) and impacts from rocks and bottles. Between May 30, 2020, and June 14, 2020, approximately 137 events occurred in Orange County, with a total estimated 31,000 participants. Social media and message board posts included false rumors aimed at creating tension, violence and anxiety. Curfews were implemented by the cities of Anaheim, Costa Mesa, Garden Grove, Huntington Beach, Santa Ana and Tustin. The following jurisdictions activated their Emergency Operations Centers:

- County of Orange
- Anaheim
- Costa Mesa
- Dana Point
- Garden Grove
- Huntington Beach
- Irvine
- Laguna Beach
- La Palma
- Los Alamitos
- Laguna Beach
- Laguna Hills
- Los Alamitos
- Orange
- Placentia
- Tustin
- Santa Ana
- San Juan Capistrano
- Seal Beach
- Westminster

The following Orange County cities proclaimed a local emergency:

- City of Costa Mesa proclaimed a Local Emergency on May 31, 2020
- City of Santa Ana proclaimed a Local Emergency on May 31, 2020
- City of Tustin proclaimed a Local Emergency on May 31, 2020
- City of Huntington Beach proclaimed a Local Emergency on May 31, 2020
- City of Anaheim proclaimed a Local Emergency on June 1, 2020
- City of Garden Grove proclaimed a Local Emergency on June 2, 2020
- City of Dana Point proclaimed a Local Emergency on June 3, 2020

Regionally, the following counties have issued local emergency proclamations

- Los Angeles County (also received a Governor’s Proclamation of a State of Emergency)
- Riverside County
- San Diego County
FINANCIAL IMPACT:

Countywide initial damage reports, including cities and the County have an estimated $15 million in response costs and damage to public and private property. If funds are made available, from state and federal programs which provide public assistance in the form of reimbursement for response costs and damage to infrastructure, it will assist in the community recovery.

STAFFING IMPACT:

N/A

ATTACHMENT(S):
Attachment A – Resolution ratifying Proclamation of Local Emergency for 2020 Civil Unrest
Attachment B – Proclamation of Local Emergency for 2020 Civil Unrest
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
June 23, 2020

WHEREAS, Government Code section 8630 and section 3-1-6(a) of the Codified Ordinances of the County of Orange empower the Director of Emergency Services to request the Chair of the Emergency Management Council to proclaim the existence or threatened existence of a local emergency, subject to ratification by the Board of Supervisors within seven days; and

WHEREAS, Government Code Section 8685.2 provides that a local emergency may be proclaimed within 10 days after the conclusion of the local emergency to be eligible for Project allocations under the California Disaster Assistance Act; and

WHEREAS, in the days immediately following the tragic death of George Floyd on May 25, 2020 in Minneapolis, Minnesota numerous protests occurred throughout the Nation, including over 137 protest events in a two-week period with approximately 31,000 participants in the County of Orange.

WHEREAS, beginning on May 30, 2020, numerous acts of protest related violence have been committed against first responders and members of peaceful protests throughout the Nation. Further, jurisdictions within the geographic region of Orange County have suffered millions of dollars in emergency response costs, damage to public and private property and infrastructure, looting of businesses, and arson; and

WHEREAS, on May 30, 2020, due to ongoing acts of civil unrest and limited local resources, the Governor of California proclaimed a State of Emergency for all of Los Angeles County; and

WHEREAS, several cities in Orange County have issued Proclamations of Local Emergencies in response to civil unrest and have issued curfews to protect the public and property; and
WHEREAS, the impacts to public safety and other Departments and personnel in the County resulting from the number and magnitude of such unusual occurrences is extensive; and

WHEREAS, County and local jurisdictions are actively engaged in damage assessment; and

WHEREAS, at the request of the Director of Emergency Services, the Chair of the Emergency Management Council, on June 16, 2020, did proclaim the existence of local emergency within the County of Orange; and

WHEREAS, the Board of Supervisors does hereby find that the aforesaid conditions did warrant and necessitate the proclamation of the existence of a local emergency; and

WHEREAS, the Board of Supervisors also finds a local emergency does exist and shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors; and

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors does hereby ratify the Chair of the Emergency Management Council’s June 16, 2020, Proclamation of a Local Emergency.

BE IT FURTHER RESOLVED that all powers, functions, and duties of the emergency organization of the County of Orange shall be vested in such persons as prescribed by federal and state law, by County ordinances and resolutions, and by the Orange County Emergency Plan now in effect.

BE IT FURTHER RESOLVED that all County departments and agencies take those actions, measures, and steps deemed necessary to assure the safety and welfare of Orange County citizens and property, including requesting mutual aid to the extent such aid is necessary.
COUNTY OF ORANGE  
STATE OF CALIFORNIA  
PROCLAMATION OF A LOCAL EMERGENCY  

REQUEST FOR GOVERNOR TO DECLARE A STATE OF EMERGENCY  

WHEREAS, in accordance with Government Code Section 8630, a local emergency may be proclaimed by the Board of Supervisors of the County of Orange or by an official so designated by ordinance adopted by the Board of Supervisors; and  

WHEREAS, Government Code Section 8685.2 provides that a local emergency may be proclaimed within 10 days after the conclusion of the local emergency to be eligible for Project allocations under the California Disaster Assistance Act; and  

WHEREAS, Section 3-1-6(a) of the Codified Ordinances of the County of Orange provides that the Director of Emergency Services shall request the Board of Supervisors to proclaim a local emergency when the Board of Supervisors is in session and the Chair of the Emergency Management Council to so proclaim when the Board of Supervisors is not in session; and  

WHEREAS, the Board of Supervisors is not currently in session, and the Director of Emergency Services has requested that the Chair of the Emergency Management Council proclaim a local emergency; and  

WHEREAS, in the days immediately following the tragic death of George Floyd on May 25, 2020 in Minneapolis, Minnesota numerous protests occurred throughout the Nation, including over 137 protest events in a two-week period with approximately 31,000 participants in the County of Orange.
WHEREAS, beginning on May 30, 2020, numerous acts of protest related violence have been committed against first responders and members of peaceful protests throughout the Nation. Further, jurisdictions within the geographic region of Orange County have suffered millions of dollars in emergency response costs, damage to public and private property and infrastructure, looting of businesses, and arson; and

WHEREAS, on May 30, 2020, due to ongoing acts of civil unrest and limited local resources, the Governor of California proclaimed a State of Emergency for all of Los Angeles County; and

WHEREAS, several cities in Orange County have issued Proclamations of Local Emergencies in response to civil unrest and have issued curfews to protect the public and property; and

WHEREAS, the impacts to public safety and other Departments and personnel in the County resulting from the number and magnitude of such unusual occurrences is extensive; and

WHEREAS, County and local jurisdictions are actively engaged in damage assessment; therefore

IT IS HEREBY PROCLAIMED that a local emergency exists within the geographic area of the County of Orange;

IT IS FURTHER PROCLAIMED AND ORDERED that as of this date all County departments and agencies take those actions, measures and steps deemed necessary to assure the safety and welfare of Orange County residents and property, including requesting mutual aid to the extent such aid is necessary.
ACCORDINGLY, THE CHAIR OF THE BOARD OF SUPERVISORS

ACTING AS THE CHAIR OF THE EMERGENCY MANAGEMENT COUNCIL

HEREBY REQUESTS that the Governor of California proclaim a State of Emergency and make all relevant funds available to the County of Orange and all eligible community members and businesses, including but not limited to California Disaster Assistance Act funds and State Private Nonprofit Organization Assistance Program funds; that the Governor waive regulations that may hinder response and recovery efforts, and that the Governor request that the President of the United States make a Presidential Declaration of Emergency in and for the County of Orange and make all relevant program and funds available to the County of Orange and all eligible community members and businesses, including, but not limited to the Stafford Act, Federal Highways Administration funds, and aid provided by the Small Business Administration.

Date: 6/16/2020

Signed: 

Chairwoman of the Board of Supervisors Acting as the Chair of the Emergency Management Council County of Orange

If the Chair is not available, change to:

Signed: 

Vice-Chairman of the Board of Supervisors Acting as the Chair of the Emergency Management Council County of Orange
Revision to ASR and/or Attachments

Date:       June 22, 2020
To:         Clerk of the Board of Supervisors
CC:         County Executive Office
From:       Supervisor Doug Chaffee, Fourth District Supervisor
Re:         ASR Control #: N/A, Meeting Date 6/23/20, Item No. # S661
Subject:    Out of Area Service Agreement with City of Placentia and the Local Area Formation Commission

Explanation:

There was an update to Attachment A removing Orange County LAFCO as a party to the Agreement and a new copy of the Agreement is being provided.

☐ Revised Recommended Action(s)

☐ Make modifications to the:
   ☐ Subject  ☐ Background Information  ☐ Summary  ☐ Financial Impact

☒ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A - Out-Of-Area Service Agreement for Provision of Fire Protection and Emergency Medical Services to Unincorporated Area Within the City of Placentia
OUT-OF-AREA SERVICE AGREEMENT
FOR PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES
TO UNINCORPORATED AREA WITHIN THE CITY OF PLACENTIA

THIS OUT-OF-AREA SERVICE AGREEMENT ("Agreement") is made and entered into this ______ day of ____________________, 2020 (the “Effective Date”), by and between the City of Placentia, a charter city ("City") and the County of Orange, a political subdivision of the State of California ("County"). The City and County may each be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. The City previously contracted with the Orange County Fire Authority ("OCFA"), a joint powers authority governed by an Amended Orange County Fire Authority Joint Powers Agreement (the “JPA Agreement”), to provide fire suppression, protection, and prevention and emergency medical services, as well as those incidental services related to each (collectively “Fire & EMS Services”) since 1995.

B. On June 19, 2018, the City served OCFA with a “Notice of Withdrawal from Agreement and Automatic Term Renewal,” to terminate its membership in OCFA effective June 30, 2020.

C. On June 5, 2019, the City Council awarded a professional services agreement to Lynch EMS, Inc., for the provision of emergency medical services in the City beginning July 1, 2020. The City Council further directed staff to take the necessary actions to staff, equip, and fully implement the Placentia Fire and Life Safety Department to officially take command starting July 1, 2020.

D. An unincorporated area of the County, known as the “Hamer Island,” is located entirely within the City’s geographic boundaries and sphere of influence, and is comprised of approximately 75.9 acres of inhabited property depicted in Exhibit A hereto. The Hamer Island currently receives Fire & EMS Services from OCFA pursuant to the JPA Agreement.

E. Placentia Fire Station No. 2 is located approximately ¼ of a mile from Hamer Island. OCFA Station No. 10 is located approximately 2 ¼ miles away from Hamer Island.

F. City and County have separately requested OCFA to enter into an automatic aid agreement with the City, which is the standard utilized by all Orange County fire departments, to ensure that the residents of the Hamer Island will still have the opportunity to receive the shortest response times if calls for service are dispatched from Placentia Fire Station No. 2. However, OCFA declined those requests.

G. The County and City deem that it is in the best public safety interest of the residents of Hamer Island to receive Fire and EMS Services from the closest available station, to ensure there is no increase in response times.
H. The County has encouraged the City to seek the annexation of Hamer Island into the City. As a preliminary step in that process, the County has also encouraged the City to apply to the Orange County Local Agency Formation Commission (“LAFCO”) for approval of the City’s extension of Fire & EMS Services to the Hamer Island, in order to ensure that the shorter response times from Fire Station 2 continue to be available to the residents of the Hamer Island.

I. California Government Code Section 56133 authorizes the City to provide new or extended services by contract or agreement outside its jurisdictional boundaries if the City requests and receives approval from LAFCO, and LAFCO may authorize the City to provide new or extended services outside its jurisdictional boundaries, but within its sphere of influence, in anticipation of a later change of organization. Pursuant to California Government Code section 56133(a), an out-of-area service agreement must be approved by LAFCO. Subsection 56133(b) authorizes LAFCO to, at its discretion, approve an out-of-area service agreement for unincorporated territory within the City’s sphere of influence if the agreement is “in anticipation of a later change of organization.” To comply with section 56133(b), Orange County LAFCO’s “Policy & Procedures for the Review and/or Processing of Out-Of-Area Agreements by the Executive Officer (Gov’t Code §56133),” require that such out-of-area agreements “be considered in connection with future applications for related changes of organization” (OCLAFCO Bylaws, Policies and Procedures, pp. 201-203). This Agreement is not effective until approved by LAFCO.

J. The parties have determined that this is not a “fire protection contract” within the meaning of Government Code Section 56134.

K. Based upon the goals of the County and LAFCO to promote island annexations, the City intends to apply to LAFCO for annexation of Hamer Island into the City within 12 months. LAFCO may revoke its approval of this Agreement if, unless caused by LAFCO or the County, the City fails to comply with this deadline or LAFCO deems the City’s application for annexation of the Hamer Island is abandoned.

L. Annexation of the Hamer Island would require LAFCO approval, and would result in the transfer of all municipal services currently provided by the County to the City. Because the Hamer Island qualifies for the streamlined change of organization provisions of California Government Code Section 56375.3(a), LAFCO cannot deny a proper application for annexation submitted by the City, and protest proceedings would be waived.

M. The County supports the annexation of the Hamer Island by the City of Placentia, and in anticipation of the City providing Fire & EMS Services to the Hamer Island will pay the City’s costs of providing Fire & EMS Services to the Hamer Island.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises herein contained, it is hereby agreed by and between the City and County as follows:
AGREEMENT

1. **Recitals**

   The foregoing Recitals are true and correct and are expressly made part of this Agreement by this reference.

2. **Fire & EMS Services in the Hamer Island**

   2.1. **City Provision of Services.** The City shall provide Fire & EMS Services to the unincorporated area of the County known as the “Hamer Island,” and depicted in Exhibit A hereto as if it were within the City’s corporate boundaries.

   2.2. **Term of Service.** The City shall provide Fire & EMS Services to the Hamer Island from the Effective Date of this Agreement until such time as the City annexes the Hamer Island, at which time this Agreement shall self-terminate through the annexation process.

   2.3. **Level of Service.** The City shall maintain the same or better level of Fire & EMS Services to the Hamer Island as it maintains within the City in accordance with all applicable federal, State, and local laws and regulations.

3. **Compensation for Services**

   3.1. The City shall bear all costs of providing Fire & EMS Services to the Hamer Island except as provided in Section 3.2.

   3.2. As part of the annexation process, both parties will negotiate a transfer of property taxes associated with the Hamer Island to the City effective upon the finalization of the annexation.

4. **Indemnification**

   4.1. **Definition.** As used in this Section 4, “Proceeding” means any threatened, pending, or completed claim, cause of action, civil liability, action, suit, arbitration, alternate dispute resolution process, investigation, administrative hearing, appeal, or any other proceeding, whether civil, criminal, administrative, investigative, or any other type whatsoever, whether formal or informal, including a proceeding initiated by the County to enforce the County’s rights hereunder.

   4.2. **Indemnification of County by City.** The City shall indemnify, defend, and hold the County, its officers, employees, agents, and those entities for which the County’s Board of Supervisors acts as governing body (“County Indemnitees”) harmless from and against all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys’ fees and disbursements, arising from or related to:

      4.2.1. Any Proceedings arising from Fire & EMS Services provided to the Hamer Island by the City.
4.2.2. Upon assumption by the City of the delivery of Fire and EMS Services to Hamer Island pursuant to this Agreement, any and all claims, lawsuits, or causes of action alleging that the City has failed to provide Fire & EMS Services to the Hamer Island in accordance with all applicable legal and regulatory requirements and standards of care.

4.2.3. Any breach of the representations or warranties made in Section 6 of this Agreement.

4.3. Indemnification of the City by the County. The County shall indemnify, defend, and hold the City, its officers, employees, and agents harmless from and against all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys’ fees and disbursements, arising from or related to any breach of the representations or warranties made in Section 6 of this Agreement.

5. City Personnel

5.1. It is understood and agreed that City employees are independent of the County. City’s assigned personnel shall not be entitled to any benefits payable to employees of the County. The County is not required to make any deductions or withholdings from the compensation payable to City personnel under the provisions of this agreement. City hereby indemnifies and holds the County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

5.2. If, in the performance of this agreement, any third persons are employed by City, such person shall be entirely and exclusively under the direction, supervision, and control of City. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by City, and the County shall have no right or authority over such persons or the terms of such employment.

5.3. It is further understood and agreed that as an independent contractor and not an employee of the County, neither the City nor City’s assigned personnel shall have any entitlement as a County employee, right to act on behalf of the County in any capacity whatsoever as agent, nor to bind the County to any obligation whatsoever. City’s assigned personnel shall not be covered by worker’s compensation; nor shall City’s assigned personnel providing services under this Agreement be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.

6. Representations and Warranties

The City represents and warrants that it has adequate financial, personnel, and physical resources to provide Fire & EMS Services to the Hamer Island in a manner at least consistent with its provision of Fire & EMS Services within the City’s corporate boundaries. County represents that it will approve development or issue discretionary permits within the Hamer Island.
Island after the Effective Date only as such approvals are consistent with the terms and conditions of this Agreement.

7. Term and Termination

7.1. This Agreement shall remain in effect until it has been terminated, or until the City has annexed the entirety of the unincorporated area of the County located within the City known as the “Hamer Island.”

7.2. This Agreement may be terminated by either party as to its rights and obligations under this Agreement upon 90 days prior written notice to the other party.

8. Injunctive Relief

The Parties agree that the City’s provision of Fire & EMS Services pursuant to this Agreement is unique and affects the health and safety of the public in and around the Hamer Island, and that no adequate remedy exists at law if the City fails to perform, or breaches, its obligations under this Agreement, that it would be difficult to determine the amount of damages resulting therefrom, and that such breach would cause irreparable injury to the County. Therefore, in addition to all other rights and remedies available at law or equity, the County shall be entitled to injunctive relief, including specific performance, to prevent or restrain any breach of this Agreement.

9. Subcontracts/Assignment

9.1. City shall obtain prior written approval from County before subcontracting any of the services delivered under this Agreement. However, the County acknowledges the City is contracting for provision of EMS services in the City using a private company that specializes in the provision of those services. County consents to the contract between Lynch EMS, Inc. and the City, and the use of Lynch EMS Inc. for the provision of EMS services in Hamer Island. City remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. City shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

9.2. This Agreement is not assignable by City in whole or in part, without the prior written consent of County.


10.1. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the obligations of the City and County described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect.
10.2. **Binding Effect.** The provisions of this Agreement shall bind and inure to the benefit of each of the Parties and all successors or assigns of the Parties.

10.3. **Waiver.** Failure of any Party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement will not be deemed a waiver of any right or remedy that Party may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants contained in this Agreement, nor will it constitute a precedent for interpretation of this Agreement.

10.4. **Severability.** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.6. **Authority to Execute Agreement.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

10.7. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.
11. Notice

Any notice or other communication required or permitted hereunder shall be in writing, and shall conclusively be deemed to have been given upon the date it is (i) enclosed in a sealed envelope addressed to the Party to whom it is intended, and deposited in the U.S. Mail with adequate postage; (ii) delivered to the office of the intended Party; (iii) sent by telefacsimile or other telegraphic communication in the manner provided in this Section with confirmation by U.S. Mail sent no later than the following day; or (iv) sent through other commercially reasonable means, such as overnight delivery by a reputable courier company. The addresses of the respective Parties for all notices shall be:

City of Placentia: Attn.: Damien R. Arrula, City Administrator
401 E. Chapman Ave.,
Placentia, CA  92870
Telefacsimile (714) 961-0283

County of Orange: Attn.: Frank Kim, County Executive Officer
333 W. Santa Ana Blvd.
Santa Ana, CA  92701
Telefacsimile (714) 834-3018
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the date first set forth above.

ATTEST:  

By:  
City Clerk

CITY OF PLACENTIA:

By:  
Mayor

APPROVED AS TO FORM:

By:  
City Attorney

APPROVED AS TO FORM:  

COUNTY OF ORANGE:

By:  
Supervising Deputy County Counsel

By:  
County Executive Officer

Certification

Based upon the recitals and the terms of this Agreement, the Orange County Local Agency Formation Commission authorizes the City of Placentia to provide Fire and EMS Services to the unincorporated County area referred to as the “Hamer Island” and shown in Exhibit A.

By:  
LAFCO Executive Officer
June 19, 2020

To: Clerk of the Board of Supervisors

From: Supervisor Doug Chaffee, Fourth District Supervisor

Subject: Exception to Rule 21

Supervisor Doug Chaffee is requesting a Supplemental Agenda Staff Report for the June 23, 2020, Board Hearing.

Agency: Fourth District

Subject: Out of Area Service Agreement with City of Placentia and the Local Area Formation Commission

Districts: 4

Reason for supplemental: This item needs to be heard at the next available board meeting, and the Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: [Signature]

Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
MEMORANDUM

To: Clerk of the Board of Supervisors

From: Supervisor Doug Chaffee, Fourth District Supervisor

Date: June 19, 2020

RE: June 23, 2020 Supplemental Agenda Item

Please prepare a supplemental agenda item for the June 23, 2020 Board meeting, with the following title:

Approve Out of Area Service Agreement with City of Placentia and the Local Area Formation Commission (LAFCO) for provision of public services in the unincorporated region of Hamer Island.

A copy of the proposed agreement is attached. Approval of the agreement will support the City of Placentia’s forthcoming application to annex Hamer Island and will improve the public services provided to Hamer Island residents.

Thank you.

cc: Board of Supervisors
    County Executive Office
    County Counsel
OUT-OF-AREA SERVICE AGREEMENT
FOR PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES
TO UNINCORPORATED AREA WITHIN THE CITY OF PLACENTIA

THIS OUT-OF-AREA SERVICE AGREEMENT (“Agreement”) is made and entered into this ______ day of __________________, 2020 (the “Effective Date”), by and between the City of Placentia, a charter city (“City”) and the County of Orange, a political subdivision of the State of California (“County”), and the Orange County Local Agency Formation Commission (“LAFCO”). The City, County, and LAFCO may each be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. The City previously contracted with the Orange County Fire Authority (“OCFA”), a joint powers authority governed by an Amended Orange County Fire Authority Joint Powers Agreement (the “JPA Agreement”), to provide fire suppression, protection, and prevention and emergency medical services, as well as those incidental services related to each (collectively “Fire & EMS Services”) since 1995.

B. On June 19, 2018, the City served OCFA with a “Notice of Withdrawal from Agreement and Automatic Term Renewal,” to terminate its membership in OCFA effective June 30, 2020.

C. On June 5, 2019, the City Council awarded a professional services agreement to Lynch EMS, Inc., for the provision of emergency medical services in the City beginning July 1, 2020. The City Council further directed staff to take the necessary actions to staff, equip, and fully implement the Placentia Fire and Life Safety Department to officially take command starting July 1, 2020.

D. An unincorporated area of the County, known as the “Hamer Island,” is located entirely within the City’s geographic boundaries and sphere of influence, and is comprised of approximately 75.9 acres of inhabited property depicted in Exhibit A hereto. The Hamer Island currently receives Fire & EMS Services from OCFA pursuant to the JPA Agreement.

E. Placentia Fire Station No. 2 is located approximately ¼ of a mile from Hamer Island. OCFA Station No. 10 is located approximately 2 ¼ miles away from Hamer Island.

F. City and County have separately requested OCFA to enter into an automatic aid agreement with the City, which is the standard utilized by all Orange County fire departments, to ensure that the residents of the Hamer Island will still have the opportunity to receive the shortest response times if calls for service are dispatched from Placentia Fire Station No. 2. However, OCFA declined those requests.

G. The County and City deem that it is in the best public safety interest of the residents of Hamer Island to receive Fire and EMS Services from the closest available station, to ensure there is no increase in response times.
H. The County has encouraged the City to seek the annexation of Hamer Island into the City. As a preliminary step in that process, the County has also encouraged the City to apply to LAFCO for approval of the City’s extension of Fire & EMS Services to the Hamer Island, in order to ensure that the shorter response times from Fire Station 2 continue to be available to the residents of the Hamer Island.

I. California Government Code Section 56133 authorizes the City to provide new or extended services by contract or agreement outside its jurisdictional boundaries if the City requests and receives approval from LAFCO, and LAFCO may authorize the City to provide new or extended services outside its jurisdictional boundaries, but within its sphere of influence, in anticipation of a later change of organization.

J. Based upon the goals of the County and LAFCO to promote island annexations, the City intends to apply to LAFCO for annexation of Hamer Island into the City within 12 months.

K. Annexation of the Hamer Island would require LAFCO approval, and would result in the transfer of all municipal services currently provided by the County to the City. Because the Hamer Island qualifies for the streamlined change of organization provisions of California Government Code Section 56375.3(a), LAFCO cannot deny a proper application for annexation submitted by the City, and protest proceedings would be waived.

L. The County supports the annexation of the Hamer Island by the City of Placentia, and in anticipation of the City providing Fire & EMS Services to the Hamer Island will pay the City’s costs of providing Fire & EMS Services to the Hamer Island.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises herein contained, it is hereby agreed by and between the City and County as follows:

AGREEMENT

1. Recitals

The foregoing Recitals are true and correct and are expressly made part of this Agreement by this reference.

2. Fire & EMS Services in the Hamer Island

2.1. City Provision of Services. The City shall provide Fire & EMS Services to the unincorporated area of the County known as the “Hamer Island,” and depicted in Exhibit A hereto as if it were within the City’s corporate boundaries.

2.2. Term of Service. The City shall provide Fire & EMS Services to the Hamer Island from the Effective Date of this Agreement until such time as the City annexes the Hamer Island, at which time this Agreement shall self-terminate through the annexation process.
2.3. **Level of Service.** The City shall maintain the same or better level of Fire & EMS Services to the Hamer Island as it maintains within the City in accordance with all applicable federal, State, and local laws and regulations.

3. **Compensation for Services**

3.1. The City shall bear all costs of providing Fire & EMS Services to the Hamer Island except as provided in Section 3.2.

3.2. As part of the annexation process, both parties will negotiate a transfer of property taxes associated with the Hamer Island to the City effective upon the finalization of the annexation.

4. **Indemnification**

4.1. **Definition.** As used in this Section 4, “Proceeding” means any threatened, pending, or completed claim, cause of action, civil liability, action, suit, arbitration, alternate dispute resolution process, investigation, administrative hearing, appeal, or any other proceeding, whether civil, criminal, administrative, investigative, or any other type whatsoever, whether formal or informal, including a proceeding initiated by the County to enforce the County’s rights hereunder.

4.2. **Indemnification of County by City.** The City shall indemnify, defend, and hold the County, its officers, employees, agents, and those entities for which the County’s Board of Supervisors acts as governing body (“County Indemnitees”) harmless from and against all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys’ fees and disbursements, arising from or related to:

   4.2.1. Any Proceedings arising from Fire & EMS Services provided to the Hamer Island by the City.

   4.2.2. Any Proceedings alleging that the City has failed to provide Fire & EMS Services to the Hamer Island in accordance with all applicable legal and regulatory requirements and standards of care.

   4.2.3. Any breach of the representations or warranties made in Section 6 of this Agreement.

4.3. **Indemnification of the City by the County.** The County shall indemnify, defend, and hold the City, its officers, employees, and agents harmless from and against all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys’ fees and disbursements, arising from or related to any breach of the representations or warranties made in Section 6 of this Agreement.

5. **City Personnel**

5.1. It is understood and agreed that City employees are independent of the County. City’s assigned personnel shall not be entitled to any benefits payable to employees of the
County. The County is not required to make any deductions or withholdings from the compensation payable to City personnel under the provisions of this agreement. City hereby indemnifies and holds the County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

5.2. If, in the performance of this agreement, any third persons are employed by City, such person shall be entirely and exclusively under the direction, supervision, and control of City. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by City, and the County shall have no right or authority over such persons or the terms of such employment.

5.3. It is further understood and agreed that as an independent contractor and not an employee of the County, neither the City nor City’s assigned personnel shall have any entitlement as a County employee, right to act on behalf of the County in any capacity whatsoever as agent, nor to bind the County to any obligation whatsoever. City’s assigned personnel shall not be covered by worker’s compensation; nor shall City’s assigned personnel providing services under this Agreement be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.

6. **Representations and Warranties**

The City represents and warrants that it has adequate financial, personnel, and physical resources to provide Fire & EMS Services to the Hamer Island in a manner at least consistent with its provision of Fire & EMS Services within the City’s corporate boundaries. County represents that it will approve development or issue discretionary permits within the Hamer Island after the Effective Date only as such approvals are consistent with the terms and conditions of this Agreement.

7. **Term and Termination**

7.1. This Agreement shall remain in effect until it has been terminated, or until the City has annexed the entirety of the unincorporated area of the County located within the City known as the “Hamer Island.”

7.2. This Agreement may be terminated by either party as to its rights and obligations under this Agreement upon 90 days prior written notice to the other party.

8. **Injunctive Relief**

The Parties agree that the City’s provision of Fire & EMS Services pursuant to this Agreement is unique and affects the health and safety of the public in and around the Hamer Island, and that no adequate remedy exists at law if the City fails to perform, or breaches, its obligations under this Agreement, that it would be difficult to determine the amount of damages resulting therefrom, and that such breach would cause irreparable injury to the County. Therefore, in
addition to all other rights and remedies available at law or equity, the County shall be entitled
to injunctive relief, including specific performance, to prevent or restrain any breach of this
Agreement.

9. Subcontracts/Assignment

9.1. City shall obtain prior written approval from County before subcontracting any of the
services delivered under this Agreement. However, the County acknowledges the
City is contracting for provision of EMS services in the City using a private company
that specializes in the provision of those services. County consents to the contract
between Lynch EMS, Inc. and the City, and the use of Lynch EMS Inc. for the
provision of EMS services in Hamer Island. City remains legally responsible for the
performance of all contract terms including work performed by third parties under
subcontracts. Any subcontracting will be subject to all applicable provisions of this
Agreement. City shall be held responsible by County for the performance of any
subcontractor whether approved by County or not.

9.2. This Agreement is not assignable by City in whole or in part, without the prior written
consent of County.


10.1. Entire Agreement. This Agreement contains the entire understanding between the
Parties relating to the obligations of the City and County described in this Agreement.
All prior or contemporaneous agreements, understandings, representations and
statements, oral or written, are merged into this Agreement and shall be of no further
force or effect.

10.2. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit
of each of the Parties and all successors or assigns of the Parties.

10.3. Waiver. Failure of any Party to insist upon strict performance of any of the terms,
conditions or covenants in this Agreement will not be deemed a waiver of any right
or remedy that Party may have and will not be deemed a waiver of any right or remedy
for a subsequent breach or default of the terms, conditions or covenants contained in
this Agreement, nor will it constitute a precedent for interpretation of this Agreement.

10.4. Severability. If any term, provision, covenant or condition of this Agreement is held
to be invalid, void or otherwise unenforceable, to any extent, by any court of
competent jurisdiction, the remainder to this Agreement shall not be affected thereby,
and each term, provision, covenant or condition of this Agreement shall be valid and
enforceable to the fullest extent permitted by law.

10.5. Governing Law. This Agreement shall be governed by and construed in accordance
with the laws of the State of California.

10.6. Authority to Execute Agreement. The persons executing this Agreement on behalf
of the parties hereto warrant that they are duly authorized to execute this Agreement.
on behalf of said parties and that, by so executing this Agreement, the parties hereto
are formally bound to the provisions of this Agreement.

10.7. **Counterparts.** This Agreement may be executed and delivered in any number of
counterparts, each of which, when executed and delivered shall be deemed an original
and all of which together shall constitute the same agreement. Facsimile or electronic
signatures will be permitted.

11. **Notice**

Any notice or other communication required or permitted hereunder shall be in writing, and
shall conclusively be deemed to have been given upon the date it is (i) enclosed in a sealed
envelope addressed to the Party to whom it is intended, and deposited in the U.S. Mail with
adequate postage; (ii) delivered to the office of the intended Party; (iii) sent by telefacsimile or
other telegraphic communication in the manner provided in this Section with confirmation by
U.S. Mail sent no later than the following day; or (iv) sent through other commercially
reasonable means, such as overnight delivery by a reputable courier company. The addresses
of the respective Parties for all notices shall be:

| City:          | City of Placentia |
|               | Attn.: Damian Arrula |
|               | 401 E. Chapman Ave., |
|               | Placentia, CA  92870 |
|               | Telefacsimile (714) 961-0283 |

| County:       | County Executive Officer |
|              | Attn.: Frank Kim |
|              | 333 W. Santa Ana Blvd. |
|              | Santa Ana, CA  92701 |
|              | Telefacsimile (714) 834-3018 |
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the date first set forth above.

ATTEST:

By: ________________________________
   City Clerk

CITY OF PLACENTIA:

By: ________________________________
   Mayor

APPROVED AS TO FORM:

By: ________________________________
   City Attorney

APPROVED AS TO FORM:

COUNTY OF ORANGE:

By: ________________________________
   County Executive Officer

APPROVED:

By: ________________________________
   LAFCO Executive Officer