

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

No new supplemental items will be added to the agenda following close of business on Friday.

April 27, 2021

DISCUSSION

15. Continued to 5/11/21, 9:30 a.m.
38. Continued to 6/22/21, 9:30 a.m.
41. Continued to 5/11/21, 9:30 a.m.
51. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted by *Health Care Agency, Probation, OC Community Resources, Sheriff-Coroner, John Wayne Airport and OC Public Works* in 4/27/21 grant report and other actions as recommended; *adopt resolution authorizing HCA Director or designee to submit and execute application, related documents and amendments to State Department of Resources Recycling and Recovery for Local Enforcement Agency grant, five-year terms; adopt resolution amending Resolution 16-087, replacing paragraph 1 and 2 for SB 81 Juvenile Hall Multipurpose Rehabilitation Center; adopt resolution approving standard agreements AP-2122-22 (\$14,055,978) and TV-2122-22 (\$870,945) with California Department of Aging for Older Americans Act Programs, 7/1/21 – 6/30/22; and authorizing OC Community Resources Director or designee to execute agreement, amendments and related documents; and adopt resolution authorizing OCPW Director or designee to apply for and accept Orange County Transportation Authority Comprehensive Transportation Program grant for Debris Boom Project 2021 and execute application and cooperative agreement* - All Districts
53. Revised Title to read:
County Executive Office - Consider first reading of “An Ordinance of the County of Orange, California Amending Section 1-4-33 Regarding Competitive Bidding and Repealing Sections 1-4-34 and 1-4-35 and Amending Section 1-4-36 of the Codified Ordinances of the County of Orange Regarding the Disposition of County Surplus Personal Property”; ~~and~~ set second reading and adoption for 5/11/21, 9:30 a.m.; *and adopt resolution repealing Resolution 20-158* - All Districts
54. Revised Title to read:
County Executive Office - Direct the Auditor-Controller to revise appropriations, revenues, transfers in/out, reserves and obligated fund balances in accordance with Government Code Sections 29130, 29125 and 25252; allocate \$5,000,000 in American Rescue Plan Act funding equally between five supervisorial districts for economic support to *arts-related* small businesses and non-profit organizations and \$10 million in American Rescue Plan Act funding for meal gap programming for seniors, persons with disabilities and other individuals experiencing food insecurity as result of COVID-19; authorize members of the Board of Supervisors to allocate their districts’ designated funding; and direct OC Community Resources Director or designee to negotiate and execute contracts as needed; *allocate \$25 million in American Rescue Plan Act funding equally between five supervisorial districts for economic support to small business in response to COVID-19; and direct Auditor-Controller to make related budget adjustments* - All Districts (Requires 4/5 vote of members present)

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

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.

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

Items: 51, 53 and 54

S u p p l e m e n t a l I t e m (s)

- S54A. **Chairman Do** - Orange County Veterans Advisory Council - Appoint Marcos Anthony Villa, Laguna Hills, to complete term ending 3/4/22
- S54B. **County Executive Office** - Approve lease agreement with GVI-SW Bell Ave Owner, LLC for Sheriff-Coroner use of industrial and warehouse space at 1382 Bell Avenue, Tustin, 20 year term renewable for two additional five-year terms; authorize Chief Real Estate Officer or designee to execute related documents, option terms and make changes under certain conditions; and make California Environmental Quality Act and other findings - District 3
- S54C. **Supervisor Foley** - Assessment Appeals Board No. 3 - Appoint Vincent Howard, Newport Beach, to complete term ending 9/3/23
- S54D. **Supervisor Foley** - Airport Land Use Commission for Orange County - Appoint Charles Klobe, Newport Beach, to complete term ending 5/2/22
- S54E. **Supervisor Foley** - Orange County Human Relations Commission - Appoint Susan Seely, Newport Beach, for term ending 4/26/23
- S54F. **Chairman Do** - Approve revised 2021 Chairman's appointment of Supervisor Don Wagner to Commission to End Homelessness
- S54G. **County Executive Office** - Receive update from County Executive Office, Health Care Agency, and other County departments concerning efforts to address and mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency, and provide direction to the County Executive Officer and other County Officers concerning ongoing County operations, allocation of County resources and personnel, maintenance of essential public services and facilities, temporary suspension and/or closure of non-essential public services and facilities, management of County property and finances, measures necessary to protect public health and safety, and expenditures necessary to meet the social needs of the population - All Districts
- S54H. **Supervisor Foley** - Development Processing Review Committee - Appoint Nathan Searless, Rossmoor, for term concurrent with 2nd District Supervisor's term of office
- S54I. **Supervisor Foley** - Orange County Audit Oversight Committee - Appoint Yvonne Rowden, Costa Mesa, for term concurrent with 2nd District Supervisor's term of office
- S54J. **Supervisor Foley** - Airport Land Use Commission for Orange County - Appoint Pete Hardin, Costa Mesa, to complete term ending 5/6/24

REVISIONS AND SUPPLEMENTALS TO APRIL 27, 2021 AGENDA - PAGE 2 OF 3

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

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.

- S54K. **Supervisor Bartlett** - Adopt resolution approving County of Orange's participation in Action for Spent Fuel Solutions Now Coalition; and make findings under Government Code Section 26227
- S54L. **Supervisor Foley** - Orange County Historical Commission - Appoint Armando de la Libertad, Costa Mesa, for term concurrent with 2nd District Supervisor's term of office
- S54M. **Supervisor Wagner** - Orange County Human Relations Commission - Appoint Dr. Dorothy O'Neill, Anaheim Hills, for term ending 4/26/23
- S54N. **Supervisor Bartlett** - Orange County Behavioral Health Advisory Board - Appoint Denis James Taylor, San Juan Capistrano, to complete term ending 3/9/23
- SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Ciera Stoelting, et al., v. County of Orange Case Number: 8:20-cv-00665
- SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION - Pursuant to Government Code Section 54956.9(d)(2):
Number of Cases: Five Cases
- SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - INITIATION OF LITIGATION - Pursuant to Government Code Section 54956.9(d)(4):
Number of Cases: One Case
- SCS5. **County Executive Office** - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957(b):
Title: Public Defender



Continuation or Deletion Request

Date: April 26, 2021
To: Clerk of the Board of Supervisors
From: Clayton Chau, Agency Director, Health Care Agency
Re: ASR Control #: 20-000892, Meeting Date 4/27/21 Agenda Item No. # 15
Subject: **Renewal Amendment No. 2 for Non-Emergency Transportation Services**

Request to continue Agenda Item No. # 15 to the 05/11/21 Board Meeting.


Comments: The Health Care Agency would need to move the above mentioned ASR based on guidance from County Counsel to provide time to resolve an issue with the provider.

Request deletion of Agenda Item No. # _____

Comments:



Continuation or Deletion Request

Date: April 15, 2021
To: Clerk of the Board of Supervisors
From: James Treadaway, OC Public Works Director 
Re: ASR Control #: 20-001190, Meeting Date 4/27 /2021 Agenda Item No. #
38
Subject: Approve County of Orange Unincorporated Areas Disaster Debris
Management Plan

Request to continue Agenda Item No. # 38 to the June 22, 2021 Board Meeting.

Comments:

Request deletion of Agenda Item No. # _____

Comments:



Continuation or Deletion Request

Date: April 21, 2021
To: Clerk of the Board of Supervisors
From: *James Treadaway* James Treadaway, Director OC Public Works
Re: ASR Control #: 21-000201, Meeting Date 4/27/21 Agenda Item No. # 41
Subject: Approve Records Retention Schedule for Clerk of the Board

Request to continue Agenda Item No. # 41 to the 5/11/21 Board Meeting.

Comments: This Agenda Staff Report is being continued to allow staff to conduct additional research.

Request deletion of Agenda Item No. # _____

Comments:



AGENDA STAFF REPORT

Agenda Item 51

ASR Control 21-000059

MEETING DATE: 04/27/21
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

CEO CONCUR Concur	COUNTY COUNSEL REVIEW Approved Resolution to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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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 – Health Care Agency – National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities – \$22,886,119.
2. Approve Grant Application and Adopt Resolution – Health Care Agency – Local Enforcement Agency Grant – \$45,813.
3. Approve Grant Award and Adopt Resolution – Probation – Juvenile Hall Multi-Purpose Rehabilitation Center – \$17,500,000.
4. Approve Grant Award and Adopt Resolution – OC Community Resources – Area Plan Program – \$14,055,978.
5. Approve Grant Award and Adopt Resolution – OC Community Resources – Senior Community Service Employment Program – \$870,945.
6. Approve Grant Award – OC Community Resources –Veterans’ Employment-Related Assistance Program – \$500,000.

7. Approve Grant Application – Sheriff-Coroner’s Department – Operation Stonegarden Grant Program Funds – \$310,554.
8. Approve Grant Application – John Wayne Airport – Airport Improvement Program (AIP) -Zero Emissions Airport Vehicle – \$783,670.05.
9. Approve Grant Application and Adopt Resolution– OC Public Works – Measure M2 Environmental Cleanup Program (ECP) - Orange County Debris Boom Project 2021– \$160,000.
- 10 Receive and File Grant Report.

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A- Grants Report
- Attachment B- HCA LEA Resolution
- Attachment B- Probation Juvenile Hall Resolution
- Attachment B - OCCR- Area Plan Grant Resolution
- Attachment B- OCCR- Senior Community Services Employment Program
- Attachment B- OCPW -Measure M 2 Resolution



Revision to ASR and/or Attachments

RECEIVED
CLERK OF THE BOARD

APR 21 2021

Date: April 21, 2021
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer
Re: ASR Control #: 21-000291, Meeting Date 4/27/21, Item No. # 53
Subject: Amendment to Competitive Bidding and County Surplus Personal Property
Ordinances

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.04.21 10:01:39
-0700

Explanation:

The County Executive Office requests the addition of a Recommended Action and Attachment D to repeal the emergency contracting authority of the County Executive Officer.

Revised Recommended Action(s)

6. Adopt Resolution to repeal Resolution No. 20-158 regarding emergency contracting authority (COVID-19).

Make modifications to the:

Subject Background Information Summary Financial Impact

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

Attachment D - Draft Resolution Repealing Resolution No. 20-158 Authorizing Emergency Contracting Authority

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA REPEALING
EMERGENCY CONTRACTING AUTHORITY

April 27, 2021

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

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

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

WHEREAS, Government Code Section 25502.7 allows the Board of Supervisors, whenever it has proclaimed a local emergency pursuant to Government Code Section 8630, to direct its purchasing agent to engage independent contractors to perform services related to the local emergency for the county and officers thereof, with or without the furnishing of materials, within the amounts the Board of Supervisors may establish; and

WHEREAS, Government Code Section 25502.7 further allows the Board of Supervisors to establish rules and regulations to effectuate the purpose of the section, which must include provisions for informal bidding procedures to the extent that such procedures are feasible under emergency circumstances; and

WHEREAS, on March 26, 2020, the Board of Supervisors approved Resolution No. 20-023 to streamline the engagement of independent contractors performing services related to the COVID-19 Emergency and the renewal and extension of County contracts during the COVID-19 Emergency; and

WHEREAS, on April 21, 2020, the Board of Supervisors approved Resolution No. 20-031 to repeal and restate Resolution No. 20-023 to modify the procurement authority delegated in Resolution No. 20-023; and

WHEREAS, on August 28, 2020, the Governor of the State of California announced the Blueprint for a Safer Economy, which provides a blueprint for the safe progression toward opening up the economy in California during the COVID-19 Emergency; and

WHEREAS, on November 17, 2020, the Board of Supervisors approved Resolution No. 20-158 to repeal and restate Resolution No. 20-031 to provide for the wind down of emergency procurement procedures for County contracts, which were adopted in response to the COVID-19 Emergency; and

WHEREAS, Orange County is beginning to open up businesses and activities as outlined in the Blueprint for a Safer Economy; and

WHEREAS, as of April 11, 2021, over 700,000 people in Orange County have been fully vaccinated and the positivity rate for COVID-19 cases has declined to less than 2 percent in the County of Orange; and

WHEREAS, in consideration of the above, the Board of Supervisors does hereby find that it is appropriate to repeal Resolution No. 20-158.

NOW, THEREFORE, BE IT RESOLVED by the Orange County Board of Supervisors that Resolution No. 20-158 is hereby repealed.



Revision to ASR and/or Attachments

RECEIVED
CLERK OF THE BOARD

APR 22 2021

APR 22 PM4:14

Date: April 22, 2021
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer 
Re: ASR Control #: 21-000255, Meeting Date 4/27/21, Item No. # 54
Subject: FY 2020-21 April Budget Adjustments

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.04.22 16:00:23 -0700

Explanation: Language was added to allocate \$25M in American Rescue Plan Act funds.

Revised Recommended Action(s)

9. Allocate \$25 million in American Rescue Plan Act funding equally between the five supervisorial districts for economic support to small businesses within Orange County, in response to COVID-19.
10. Authorize the Board of Supervisors' members to allocate their districts' designated funding to meet the economic needs of small businesses in their districts.
11. Authorize the Board of Supervisors' members to establish small business definitions by region or supervisorial district.
12. Authorize the OC Community Resources Director or designee to negotiate and execute contracts as needed for administration and implementation of the small business economic support program.
13. Direct Auditor-Controller to increase services and supplies appropriations in OC Community Resources, Budget Control 012 (100-012-012-2700-1900), by \$25,000,000 offset by a corresponding increase in American Rescue Plan Act funds (100-012-012-2700-7060). **(Requires four-fifths vote)**

Make modifications to the:

Subject Background Information Summary Financial Impact

SUMMARY:

The FY 2020-21 April Budget Adjustments provides the Board of Supervisors, members of the public, County departments and other interested parties with an overview on various departmental issues requiring recommended changes to the County's budget. Allocating \$10 million in American Rescue Plan Act funding for meal gap programming, ~~and~~ \$5 million for economic support to arts-related small businesses and nonprofits, **and \$25 million for economic support to small businesses** will provide much needed resources for response and recovery efforts related to the COVID-19 emergency.

BACKGROUND INFORMATION

Second paragraph:

The County Executive Office (CEO) now recommends the FY 2020-21 April Budget Adjustments. In the current fiscal year, the County is anticipating receipt of American Rescue Plan Act (ARPA) funding from the U.S. Department of Treasury. In anticipation of available ARPA funding, the CEO recommends allocating funding to reimburse for actual departmental costs for COVID-19 related expenses. In addition, CEO recommends allocating \$5 million of ARPA funding, \$1 million to each supervisorial district, for economic support to arts-related small businesses and non-profit organizations; ~~and~~ \$10 million of ARPA funding, \$2 million to each supervisorial district, for meal gap programming; **and \$25 million of ARPA funding, \$5 million to each supervisorial district, for economic support to small businesses.** The budget adjustment requests, including the requested appropriation, revenue, transfers in/out, reserve changes and appropriation of ARPA funding are summarized in Attachment A.

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



Memorandum

Date: April 21, 2021
To: Clerk of the Board
CC: County Executive Office
From: Supervisor Katrina Foley, 2nd District
Re: Item No. 54, Meeting Date 4/27/21
Subject: FY 2020-21 April Budget Adjustment

RECEIVED
CLERK OF THE BOARD
APR 21 2021

Supervisor Katrina Foley, 2nd District, intends to propose a revision to Item 54 of the April 27, 2021 meeting of the Orange County Board of Supervisors.

Proposed Revision

Allocate an additional \$25 million in American Rescue Plan Act (ARPA) funding equally between the five supervisorial districts (\$5 million per district) for economic rent relief for commercial tenants and landlords within Orange County in response to COVID-19.

Reasons for Proposal

- (1) On March 11, 2021, President Joseph Biden signed the American Rescue Plan Act of 2021 into law, which provides \$1.9 trillion in economic stimulus to address the impacts of the COVID-19 pandemic on the economy.
- (2) According to the National Association of Counties, the County of Orange is estimated to receive \$615,905,908 in direct funding as a result of the legislation.
- (3) On April 6, 2021, Governor Gavin Newsom announced that California will fully reopen the economy on June 15, 2021 if vaccine supply is sufficient for those above 16 who wish to receive one and if hospitalization rates remain low.
- (4) Since the onset of the pandemic, many small businesses throughout Orange County have incurred debt or accrued deferred payment obligations as a result of the pandemic. This includes deferred rent owed to commercial landlords and pending payments to lenders for COVID-19 emergency disaster loans. Some loans will be forgiven, but other deferred rent and emergency loan payments are coming due.
- (5) These financial obligations will inhibit the ability of many small businesses to fully recover and move forward.
- (6) As the County of Orange prepares to receive its first round of ARPA funding, it is critical that support for commercial tenants and landlords is prioritized ahead of June 15, 2021.



Revision to ASR and/or Attachments

RECEIVED
CLERK OF THE BOARD

APR 16 2021

Date: April 16, 2021
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer *Michelle Aguirre*
Re: ASR Control #: 21-000255, Meeting Date 4/27/21, Item No. # 54
Subject: FY 2020-21 April Budget Adjustments

Explanation: Language was updated to remove duplicative language and to clarify that the budget adjustments are for arts-related small businesses and non-profits.

Revised Recommended Action(s)

2. Allocate \$5 million in American Rescue Plan Act funding equally between the five supervisorial districts for economic support to **arts-related** small businesses and non-profit organizations ~~including arts-related small businesses and non-profits~~ within Orange County, in response to COVID-19.
3. Authorize the Board of Supervisors' members to allocate their districts' designated funding to meet the economic needs of **arts-related** small businesses and non-profit organizations, ~~including arts-related small businesses and non-profits~~ in their districts.
4. Authorize the Board of Supervisors' members to establish **arts-related** small business and non-profit organization definitions by region or supervisorial district.
5. Authorize the OC Community Resources Director or designee to negotiate and execute contracts as needed for administration and implementation of the **arts-related** small business and non-profit economic support program, ~~including arts-related small businesses and nonprofits~~.

Make modifications to the:

Subject Background Information Summary Financial Impact

SUMMARY:

The FY 2020-21 April Budget Adjustments provides the Board of Supervisors, members of the public, County departments and other interested parties with an overview on various departmental issues requiring recommended changes to the County's budget. Allocating \$10 million in American Rescue Plan Act funding for meal gap programming and \$5 million for economic support to ~~arts-related~~ small businesses and nonprofits, ~~including arts-related small businesses and nonprofits,~~ will provide much needed resources for response and recovery efforts related to the COVID-19 emergency.

BACKGROUND INFORMATION

Second paragraph:

The County Executive Office (CEO) now recommends the FY 2020-21 April Budget Adjustments. In the current fiscal year, the County is anticipating receipt of American Rescue Plan Act (ARPA) funding from the U.S. Department of Treasury. In anticipation of available ARPA funding, the CEO recommends allocating funding to reimburse for actual departmental costs for COVID-19 related expenses. In addition, CEO recommends allocating \$5 million of ARPA funding, \$1 million to each supervisorial district, for economic support to ~~arts-related~~ small businesses and non-profit organizations, ~~including arts-related small businesses and non-profits,~~ and \$10 million of ARPA funding, \$2 million to each supervisorial district, for meal gap programming. The budget adjustment requests, including the requested appropriation, revenue, transfers in/out, reserve changes and appropriation of ARPA funding are summarized in Attachment A.

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

Attachment A - FY 2020-21 April Budget Adjustments



Attachment A

APRIL BUDGET ADJUSTMENTS

FY 2020-21



Acknowledgement:

Cover images courtesy of Orange County Community Resources

Current and Future Orange County Affordable Housing & Supportive Housing Developments:

<p><i>The Depot at Santiago Santa Ana, CA</i></p>	<p><i>The Cove Newport Beach, CA</i></p>	<p><i>Placentia Veterans Village Placentia, CA</i></p>
<p><i>Westminster Crossing Westminster, CA</i></p>	<p><i>Potters Lane Midway City, CA</i></p>	<p><i>Santa Ana Veterans Village Santa Ana, CA</i></p>
<p><i>Salerno at Cypress Irvine, CA</i></p>	<p><i>Santa Ana Art Collective Santa Ana, CA</i></p>	<p><i>Oakcrest Yorba Linda, CA</i></p>

FY 2020-21 APRIL BUDGET ADJUSTMENTS

TABLE OF CONTENTS

BUDGET ISSUES	1
BUDGET ADJUSTMENT SUMMARY	7



County of Orange
 FY 2020-21 ASR 21-000255
 April 27, 2021

BUDGET ISSUES

For the budget issues discussed below, the County Executive Office (CEO) evaluated Departments Second Available Financing and Departments most recent Expense and Revenue projections and in order to address the current year projected appropriations overruns and various other departmental issues requiring changes to the County's budget, the CEO recommends the following actions.

Projected Appropriations Shortfalls

The following departments anticipate appropriations overruns:

Budget Control	Appropriations
County Executive Office (017)	\$ 1,600,000
District Attorney-Public Administrator (026)	2,576,797
Public Administrator (029)	23,203
CEO Real Estate (035)	450,000
IT Support Services (037)	1,031,826
Health Care Agency (042)	10,000,000
Human Resources (054)	5,250,000
Sheriff-Coroner (060)	22,315,357
Trial Courts (081)	150,000
Grand Total	\$ 43,397,183

In order to address the current year appropriations overrun of \$43,397,183, CEO recommends the following:

County Executive Office (Fund 100, Department 017, Budget Control 017)

- In County Executive Office, Budget Control 017, increase services and supplies by \$1,675,000 offset by an increase of \$75,000 to intrafund transfers, an increase of \$200,000 in state revenue to allow for the reimbursement of Census eligible costs, an increase of \$1,210,000 in federal disaster revenue to allow for the reimbursement of COVID-19 eligible costs and an increase of \$190,000 in miscellaneous revenue for Cal-Card and office furniture rebates.

District Attorney-Public Administrator (Fund 100, Department 026, Budget Control 026) and Public Administrator (Fund 100, Department 026, Budget Control 029)

In order to address current year incurred expenditures related to the Osborne building improvement project, CEO recommends the following actions to re-allocate the funds budgeted for this project to the budget in which costs are being charged:

County of Orange
 FY 2020-21 ASR 21-000255
 April 27, 2021

- In Countywide Capital Projects Non-General Fund 15D establish transfers out to District Attorney-Public Administrator (DA-PA), Budget Control 026, of \$2,576,797 and establish transfers out to Public Administrator, Budget Control 029, of \$23,203 offset by a net decrease of \$2,600,000 to buildings and improvements.

In DA-PA, Budget Control 026, establish transfers in from Countywide Capital Projects Non-General Fund 15D of \$2,576,797 offset by a corresponding increase to services and supplies.

In Public Administrator, Budget Control 029, establish transfers in from Countywide Capital Projects Non-General Fund 15D of \$23,203 offset by a corresponding increase to services and supplies.

CEO Real Estate (Fund 100, Department 017, Budget Control 035)

- In CEO Real Estate, Budget Control 035, increase services and supplies by \$450,000 offset by a corresponding increase in other charges for services revenue for the Joplin facility and COVID-19 overhead costs that are not claimable under the CARES Act.

Real Estate Development Program (Fund 135, Department 017, Budget Control 135)

- In Real Estate Development Program, Fund 135, increase services and supplies by \$450,000 offset by a decrease of \$100,000 in fund balance restricted and an increase of \$350,000 in rents and concessions revenue to recognize unanticipated lease revenue and reimburse eligible CEO Real Estate costs.

OCIT Shared Services (Fund 100, Department 017, Budget Control 037)

- In OCIT Shared Services, Budget Control 037, increase intrafund transfers by \$1,031,826 offset by a corresponding increase to charges for services to Non-General Fund departments.

Health Care Agency (Fund 100, Department 042, Budget Control 042)

- In Health Care Agency, Budget Control 042, increase services and supplies by \$10,000,000 offset by a corresponding increase in federal disaster revenue due to higher than budgeted COVID-19 related expenses.

Human Resource Services (Fund 100, Department 017, Budget Control 054)

- In Human Resource Services, Budget Control 054, increase salaries and employee benefits by \$4,950,000 and services and supplies by \$300,000 offset by a net increase of \$5,250,000 in federal disaster revenue to reimburse costs incurred by Extra Help employees at vaccination sites and other costs in support of COVID-19.

Sheriff-Coroner (Fund 100, Department 060, Budget Control 060)

- In Sheriff-Coroner, Budget Control 060, authorize Auditor-Controller to increase transfers out to Sheriff-Coroner Construction and Facility Development, Fund 14Q, by up to \$22,315,357 offset by a corresponding increase in Proposition 172 revenue in

excess of budget and current year projections for the Musick Expansion project, as identified by the County Budget Office.

In Sheriff-Coroner Construction and Facility Development, Fund 14Q, authorize Auditor-Controller to increase transfers in from Sheriff-Coroner, Budget Control 060, by up to \$22,315,357 offset by a corresponding increase in building and improvements for the Musick Expansion project, as identified by the County Budget Office.

Trial Courts (Fund 100, Department 017, Budget Control 081)

- In Trial Courts, Budget Control 081, increase services and supplies by \$150,000 offset by a corresponding increase in federal revenue for Orange County Victim Services grant.

Other Issues

County Executive Office (Department 017)

Miscellaneous (Fund 100, Department 017, Budget Control 004)

- In Miscellaneous, Budget Control 004, establish transfers out to OCIT Countywide Services, Fund 289, of \$82,347 offset by an equivalent decrease to contingency appropriations to reimburse OCIT for interest paid to the General Fund, as recommended by the State Controller's Office in the FY 2021-22 CWCAP review.

In OCIT Countywide Services, Fund 289, establish transfers in from Miscellaneous, Budget Control 004, of \$82,347 offset by an equivalent increase to special items to reimburse OCIT for interest paid to the General Fund, as recommended by the State Controller's Office in the FY 2021-22 CWCAP review.

Countywide IT Projects Non-General Fund (Fund 15I, Department 017, Budget Control 15I)

- In Countywide IT Projects Non-General Fund 15I, establish transfers in from Miscellaneous, Budget Control 004, of \$20,000,000 offset by an equivalent increase to special items. The use of appropriations savings will not result in service or program reductions.

In Miscellaneous, Budget Control 004, establish transfers out to Countywide IT Projects Non-General Fund 15I, of \$10,000,000 offset by a decrease of \$9,316,123 to contingency appropriations and an increase of \$683,877 in federal disaster revenue to recognize one-time unanticipated revenue. The use of appropriations savings in Miscellaneous will not result in service or program reductions.

In General Fund 100, increase General Purpose Revenue in excess of budget, by \$10,000,000 offset by an equivalent increase in Miscellaneous, Budget Control 004 transfers out to Countywide IT Projects Non-General Fund 15I.

Capital Projects (Department 036)

Capital Projects (Fund 100, Department 036, Budget Control 036)

- In Capital Projects, Budget Control 036 increase transfers out to Countywide Capital Projects Non-General Fund 15D, by \$352,680 offset by a corresponding increase to miscellaneous revenue to recognize additional El Toro Improvement Fund revenue and ensure it is available for future eligible expenses.

In Countywide Capital Projects Non-General Fund 15D, increase transfers in from Capital Projects, Budget Control 036, by \$352,680 offset by a corresponding increase in special items to recognize additional El Toro Improvement Fund revenue and ensure it is available for future eligible expenses.

Countywide Capital Projects Non-General Fund (Fund 15D, Department 036, Budget Control 15D)

- In Countywide Capital Projects Non-General Fund 15D, establish transfers in from Probation, Budget Control 057, of \$9,000,000, Sheriff-Coroner, Budget Control 060, of \$6,000,000 and Social Services Agency, Budget Control 063, of \$5,000,000 and increase transfers in from Miscellaneous, Budget Control 004, by \$10,000,000 offset by a net increase of \$30,000,000 in special items. The use of appropriations savings will not result in service or program reductions.

In Probation, Budget Control 057, establish transfers out to Countywide Capital Projects Non-General Fund 15D of \$9,000,000 offset by a decrease of \$5,213,718 in salaries and employee benefits and an increase of \$3,786,282 in state revenue. The use of appropriations savings in Probation will not result in service or program reductions.

In Sheriff-Coroner, Budget Control 060, establish transfers out to Countywide Capital Projects Non-General Fund 15D of \$6,000,000 offset by a decrease of \$1,000,000 in intangible assets and an increase of \$5,000,000 in Proposition 172 revenue in excess of budget and current year projections. The use of appropriations savings in Sheriff-Coroner will not result in service or program reductions.

In Social Services Agency, Budget Control 063, establish transfers out to Countywide Capital Projects Non-General Fund 15D of \$5,000,000 offset by a corresponding decrease to other charges. The use of appropriations savings in Social Services Agency will not result in service or program reductions.

In Miscellaneous, Budget Control 004, increase transfers out to Countywide Capital Projects Non-General Fund 15D by \$10,000,000 offset by an increase of \$4,825,604 in miscellaneous revenue and \$5,174,396 increase in federal disaster revenue to recognize one-time unanticipated revenue. The use of appropriations savings in Miscellaneous will not result in service or program reductions.

Treasurer-Tax Collector (Department 074)

Treasurer-Tax Collector (Fund 100, Department 074, Budget Control 074)

- In Treasurer-Tax Collector (TTC), Budget Control 074, establish transfers out to Countywide IT Projects Non-General Fund 15I, of \$600,000 offset by an equivalent decrease in intangible assets for unspent funding of the TTC Fund Accounting System upgrade project which will be re-budgeted in FY 2021-22.

In Countywide IT Projects Non-General Fund 15I, establish transfers in from TTC, Budget Control 074, of \$600,000 offset by an equivalent increase in special items for unspent funding of the TTC Fund Accounting System upgrade project which will be re-budgeted in FY 2021-22.

OC Public Works (OCPW) (Department 080)

Building & Safety General Fund (Fund 100, Department 080, Budget Control 071)

- In Building & Safety General Fund, Budget Control 071, increase services and supplies by \$241,827 offset by a corresponding increase to transfers in from Building & Safety – Operating Reserve, Fund 113 to ensure sufficient funding for current permitting operations.

In Building & Safety - Operating Reserve, Fund 113 increase transfers out to Building & Safety General Fund, Budget Control 071 by \$241,827 offset by a corresponding decrease to fund balance restricted due to lower than anticipated permit revenue as a result of COVID-19.

Parking Facilities (Fund 137, Department 080, Budget Control 137)

- In Parking Facilities, Fund 137, increase salaries and employee benefits by \$78,951 offset by a corresponding decrease to fund balance restricted due to lower than budget parking revenue.

American Rescue Plan Act (ARPA) Appropriations

In anticipation of available ARPA funding, direct the Auditor-Controller to allocate up to the amounts identified in the table below, appropriate upon receipt and reimburse actual department costs of COVID-19 related expenses that are not covered by other sources of federal revenue, as identified by the County Budget Office. The following are

County of Orange
 FY 2020-21 ASR 21-000255
 April 27, 2021

Department COVID-19 expenditure estimates for the current fiscal year and include costs associated with Workers' Compensation claims (County Executive Office), public health facility (CEO Real Estate), emergency paid sick leave for employees and other public health expenses such as public safety measures undertaken in response to COVID-19:

Department	ARPA Estimates
District Attorney - Public Administrator	\$ 273,881
Probation	717,765
Public Defender	319,685
Sheriff-Coroner	338,121
Child Support Services	545,442
Health Care Agency	30,203,788
OC Community Resources	3,798,995
Social Services Agency	3,049,247
Airport - Operating	292,387
OC Public Works	818,489
OC Waste & Recycling Enterprise	165,535
Assessor	226,105
Auditor-Controller	175,978
CEO Real Estate	2,557,590
Clerk of the Board	12,788
County Counsel	24,000
County Executive Office	5,250,930
Human Resource Services	945,171
Registrar of Voters	103,740
Total	\$ 49,819,636

Note: Amounts include General Fund and Non-General Fund Department needs.

OC Community Resources (Fund 100, Department 012, Budget Control 012)

- In OC Community Resources, Budget Control 012, increase services and supplies by \$10,000,000, \$2,000,000 per Board district, offset by a corresponding increase in American Rescue Plan Act revenue for meal gap programming.
- In OC Community Resources, Budget Control 012, increase services and supplies by \$5,000,000, \$1,000,000 per Board district, offset by a corresponding increase in American Rescue Plan Act revenue for economic support to arts-related small businesses and non-profit organizations within Orange County.

Budget Adjustment Summary

Budget Control Name	Fund	Dept Code	Budget Control	Budget Unit	Rev Source	Object	Balance Sheet Acct	Dept Rev Source	Dept Obj Code	Dept Bal Sheet Code	Appropriations	Revenue	Inc/Dec Reserves	Net County Cost
Projected Appropriations Shortfalls														
Increase Appropriations and Revenue for Census and COVID-19														
County Executive Office	100	017	017	5100		1900			0000		1,675,000			
County Executive Office	100	017	017	5100		5100			H042		(75,000)			
County Executive Office	100	017	017	1300	6970			0000				200,000		
County Executive Office	100	017	017	5100	7060			FEMA				1,210,000		
County Executive Office	100	017	017	5200	7670			0000				190,000		
											1,600,000	1,600,000	0	0
Add Appropriations and Increase Transfers for Osborne Building														
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-P125		4200			0000		(2,600,000)			
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-P125		4800			T026		2,576,797			
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-P125		4800			T029		23,203			
District Attorney - Public Administrator	100	026	026	026-7000		1900			0000		2,576,797			
District Attorney - Public Administrator	100	026	026	026-7000	7811			T15D				2,576,797		
Public Administrator	100	026	029	029-1100		1900			0000		23,203			
Public Administrator	100	026	029	029-1100	7811			T15D				23,203		
											2,600,000	2,600,000	0	0
Increase Appropriations and Revenue for CEO Real Estate Services														
CEO Real Estate	100	017	035	6100		1900			0000		450,000			
CEO Real Estate	100	017	035	6100	7590			0000				450,000		
											450,000	450,000	0	0
Increase Appropriations and Revenue for Real Estate Development Fund														
Real Estate Development Program	135	017	135	6100		1900			0000		450,000			
Real Estate Development Program	135	017	135	6100			9720						(100,000)	
Real Estate Development Program	135	017	135	6100	6620			0000				350,000		
											450,000	350,000	(100,000)	0
Allocation of OCIT Billings from Expenditures to Revenues														
OCIT Shared Services	100	017	037	037-3400		5100			0000		1,031,826			
OCIT Shared Services	100	017	037	037-3400	7590			0000				1,031,826		
											1,031,826	1,031,826	0	0
Increase Appropriations and Revenue for COVID-19														
Health Care Agency	100	042	042	042-1400		1900			0000		10,000,000			
Health Care Agency	100	042	042	042-1400	7060			CV19				10,000,000		
											10,000,000	10,000,000	0	0

Budget Adjustment Summary

Budget Control Name	Fund	Dept Code	Budget Control	Budget Unit	Rev Source	Object	Balance Sheet Acct	Dept Rev Source	Dept Obj Code	Dept Bal Sheet Code	Appropriations	Revenue	Inc/Dec Reserves	Net County Cost
Increase Appropriations and Revenue for Extra Help Employees at Vaccination Sites														
Human Services	100	017	054	2201		0102			0000		3,750,000			
Human Services	100	017	054	2201		0103			0000		1,200,000			
Human Services	100	017	054	2610		1900			0000		300,000			
Human Services	100	017	054	2610	7060			FEMA				5,250,000		
Increase Appropriations and Revenue for Extra Help Employees at Vaccination Sites											5,250,000	5,250,000	0	0
Add Appropriations and Increase Federal Revenue for Victim Services Grant														
Trial Courts	100	017	081	081-5500		1900			0000		150,000			
Trial Courts	100	017	081	081-5500	7110			0000				150,000		
Add Appropriations and Increase Federal Revenue for Victim Services Grant											150,000	150,000	0	0
Other Issues														
Reimburse OCIT for Interest Paid to GF														
Miscellaneous	100	017	004	004-5500		5200			0000		(82,347)			
Miscellaneous	100	017	004	004-5500		4802			T289		82,347			
OCIT Countywide Services	289	017	289	289-3342		5000			0000		82,347			
OCIT Countywide Services	289	017	289	289-3342	7810			T004				82,347		
Increase Appropriations and Transfers for Countywide IT Projects NGF											82,347	82,347	0	0
Increase Appropriations and Transfers for Countywide IT Projects NGF														
Miscellaneous	100	017	004	004-5500		5200			0000		(9,316,123)			
Miscellaneous	100	017	004	004-5500		7060		FEMA				683,877		
Miscellaneous	100	017	004	004-5500		4801			T15I		20,000,000			
County General Fund-Level Transactions	100	001	100	100-0100	6210							509,000		
County General Fund-Level Transactions	100	001	100	100-0100	6260			0000				9,491,000		
Countywide IT Projects Non-General Fund	15I	017	15I	15I-10GF		5000			0000		20,000,000			
Countywide IT Projects Non-General Fund	15I	017	15I	15I-10GF	7810			T004				20,000,000		
Increase Appropriations and Transfers for Countywide IT Projects NGF											30,683,877	30,683,877	0	0
Increase Appropriations for EI Toro Improvement Fund Earned Revenue														
Capital Projects	100	036	036	036-P000		4801			T15D		352,680			
Capital Projects	100	036	036	036-PE18	7670			0000				352,680		
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-P000		5000			0000		352,680			
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-P000	7810			T036				352,680		
Increase Appropriations for EI Toro Improvement Fund Earned Revenue											705,360	705,360	0	0

Budget Adjustment Summary

Budget Control Name	Fund	Dept Code	Budget Control	Budget Unit	Rev Source	Object	Balance Sheet Acct	Dept Source	Dept Obj Code	Dept Bal Sheet Code	Appropriations	Revenue	Inc/Dec Reserves	Net County Cost
Increase Appropriations and Transfers for Countywide Capital Projects NGF														
Probation	100	057	057	057-4000		0101			0000		(980,000)			
Probation	100	057	057	057-8000		0101			0000		(790,000)			
Probation	100	057	057	057-2000		0101			0000		(1,800,000)			
Probation	100	057	057	057-7000		0101			0000		(307,165)			
Probation	100	057	057	057-4000		0200			0000		(480,000)			
Probation	100	057	057	057-8000		0200			0000		(80,000)			
Probation	100	057	057	057-2000		0200			0000		(776,553)			
Probation	100	057	057	057-8000	6830			012Y				2,078,900		
Probation	100	057	057	057-9400	6830			012Y				505,579		
Probation	100	057	057	057-9700	6830			012Y				448,424		
Probation	100	057	057	057-7000	6830			012Y				103,711		
Probation	100	057	057	057-9400	6830			5700				147,985		
Probation	100	057	057	057-3500	6970			0109				501,683		
Probation	100	057	057	057-2000		4801			T15D		9,000,000			
Sheriff-Coroner	100	060	060	060-P19H		4252			0000		(1,000,000)			
Sheriff-Coroner	100	060	060	060-9493		6700		0050				5,000,000		
Sheriff-Coroner	100	060	060	060-9475		4801			T15D		6,000,000			
Social Services Agency	100	063	063	063-2269		3800			0000		(5,000,000)			
Social Services Agency	100	063	063	063-2269		4801			T15D		5,000,000			
Miscellaneous	100	017	004	004-5500		7670						1,963,852		
Miscellaneous	100	017	004	004-5500		7670						2,812,502		
Miscellaneous	100	017	004	004-5500		7670			0000			49,250		
Miscellaneous	100	017	004	004-5500		7060		FEMA				5,174,396		
Miscellaneous	100	017	004	004-5500		4801			T15D		10,000,000			
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-P0GF	7810				T057			9,000,000		
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-P0GF	7810				T060			6,000,000		
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-P0GF	7810				T063			5,000,000		
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-P0GF	7810				T004			10,000,000		
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-P0GF		5000			0000		30,000,000			
Increase Appropriations and Transfers for Countywide Capital Projects NGF											48,786,282	0	0	0

Budget Adjustment Summary

Budget Control Name	Fund	Dept Code	Budget Control	Budget Unit	Rev Source	Object	Balance Sheet Acct	Dept Rev Source	Dept Obj Code	Dept Bal Sheet Code	Appropriations	Revenue	Inc/Dec Reserves	Net County Cost
Re-Budget of TTC Fund Accounting System Upgrade														
Treasurer-Tax Collector	100	074	074	1001		4801			T151		600,000			
Treasurer-Tax Collector	100	074	074	1001		4251			0000		(600,000)			
Countywide IT Projects Non-General Fund	151	017	151	15HK01		5000			0000		600,000			
Countywide IT Projects Non-General Fund	151	017	151	15HK01	7810			T074				600,000		
Re-Budget of TTC Fund Accounting System Upgrade											600,000	600,000	0	0
Add Appropriations and Increase Transfers for Building & Safety														
Building & Safety General Fund	100	080	071	071-0950		1900			0000		241,827			
Building & Safety General Fund	100	080	071	071-0950	7811			T113				241,827		
Building & Safety - Operating Reserve	113	080	113	113-0950		4800			T071		241,827			
Building & Safety - Operating Reserve	113	080	113	113-0950			9720						(241,827)	
Add Appropriations and Increase Transfers for Building & Safety											483,654	241,827	(241,827)	0
Add Appropriations for Parking Facilities														
Parking Facilities	137	080	137	137-1800		0101			0000		78,951			
Parking Facilities	137	080	137	137-0950			9720						(78,951)	
Add Appropriations for Parking Facilities											78,951	0	(78,951)	0
Add Appropriations and Revenue for Economic Support														
OC Community Resources	100	012	012	012-2700		1900			0000		5,000,000			
OC Community Resources	100	012	012	012-2700	7060			0000				5,000,000		
Add Appropriations and Revenue for Economic Support											5,000,000	5,000,000	0	0
Add Appropriations and Revenue for the Meal Gap Programming														
OC Community Resources	100	012	012	012-2700		1900			0000		10,000,000			
OC Community Resources	100	012	012	012-2700	7060			0000				10,000,000		
Add Appropriations and Revenue for the Meal Gap Programming											10,000,000	10,000,000	0	0
GRAND TOTALS											117,952,297	117,531,519	(420,778)	0





COUNTY OF ORANGE

333 W. Santa Ana Blvd., 3rd Floor, Santa Ana, CA 92701

Tel: 714.834.2345

www.ocgov.com

**Visit the County website at www.ocgov.com for more information about
County programs and Board meeting dates and agendas.**

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RECEIVED
CLERK OF THE BOARD

APR 14 2021

SS4A

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Chairman Andrew Do, Supervisor, 1st District

Date: 04/14/21

RE: Add Supplemental Item to 04/27/2021 Board Meeting Agenda –Appoint Marcos Anthony Villa to OC Veterans Advisory Council

Please place a supplemental item on the agenda for the April 27, 2021 Board of Supervisors agenda to appoint Marcos Anthony Villa to the at large seat on the OC Veterans Advisory Council for term (03/05/20 – 03/04/22).

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



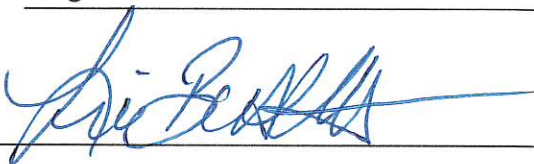
Written Concurrence for Out-of-District Appointment to
Board, Commission, or Committee

Supervisor Proposing Appointment: Andrew Do, First District Date: 04/12/21

Board, Commission, or Committee: OC Veterans Advisory Council

Proposed Appointee's Name: Marcos Villa

Proposed Appointee's City of Residence: Laguna Hills

Concurring Supervisor's Signature: 

Concurring Supervisor: Lisa Bartlett, Fifth District



APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

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

VETERAN ADVISORY COUNCIL

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: [] First [] Second [] Third [] Fourth [X] Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

MARCOS

ANTHONY

VILLA

First Name

Middle Name

Last Name

Street Address

City

State

Zip Code

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER: NEW VISTA SCHOOL / NEW VISTA CAREER ACADEMY

OCCUPATION/JOB TITLE: DIRECTOR

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

ARE YOU A CITIZEN OF THE UNITED STATES: [X] YES [] NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? [X] YES [] NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: LAGUNA HILLS, ORANGE COUNTY

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
VFW, DANA POINT	03/2014	CURRENT
AMERICAN LEGION, NEWPORT	01/2016	CURRENT
VETERAN BUSINESS NETWORK OF OC	02/2021	CURRENT
COMPTON VETERANS	01/2020	CURRENT

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

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

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

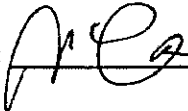
YES NO

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

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

I WISH TO SERVE ON THE VETERAN ADVISORY COUNCIL TO ADVOCATE FOR AND BRING RESOURCES TO THE VETERAN COMMUNITY.

DATE: 3/31/2021

APPLICANTS SIGNATURE: 

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

Date Received: _____	Received by: _____ Deputy Clerk of the Board of Supervisors
Date referred: _____	
To: <input type="checkbox"/> BOS District 1	<input type="checkbox"/> BOS District 2
<input type="checkbox"/> All BOS	<input type="checkbox"/> BCC Contact Person Name _____
<input type="checkbox"/> BOS District 3	<input type="checkbox"/> BOS District 4
<input type="checkbox"/> BOS District 5	

MARCOS VILLA

Current: Director New Vista Career Academy
Location: Laguna Hills, CA 92653
Phone:
Email:

Performance-Focused Leader

Marcos Villa is the Director of the New Vista Career Academy, a post-secondary vocational program for adults with Autism Spectrum Disorder (ASD). The mission of the New Vista Career Academy is to help individuals with high functioning autism learn skills for the adult world specific to managing and maintaining employment and healthy living.

Mr. Villa has been instrumental in the growth of the New Vista School Career Academy. In 2019 the program became an official vendor of the Regional Center of Orange County. Working with numerous local for-profit and non-profit organizations, Mr. Villa has expanded the work place training options for clients, as well as providing community and volunteer outreach.

Under his leadership, the Career Academy has implemented transitional skills education programs, public speaking, health and fitness instruction, client leadership roles, community volunteer engagement, and daily living directives.

Mr. Villa's goal is to continue to grow the vocational and educational programs for the Career Academy, and provide individualized instruction for clients. He believes that all adults deserve the opportunity to reach their potential.

PROFESSIONAL SYNOPSIS

- Mr. Villa is a United States Marine veteran. He served in Iraq from March 2009 to October 2009 and received numerous awards in program management
- Served as a finance manager for Marine Aviation Group 39
- Oversaw budgets for 8 companies Squadrons
- Served as finance trainer and platoon sergeant
- Received nonprofit leadership achievement for his work with Toys for Tots
- He is a horticulturist dedicated to developing pathways that provide access to resources for disadvantaged youth and military veterans. Mr. Villa helped with creating educational programs and sustainable garden systems for Culinary Arts Kids Eat, and Los Angeles
- Mr. Villa serves on the advisory board for Seasonally Fresh as a veteran and micro-farm specialist.
- Serves on the Chapman Policy Institute as an education program specialist.
- Serves the the Veteran Business Network of OC as a Director of Fundraising.
- Serves on Compton Veterans as a Treasurer.

EDUCATION

MBA Graduate, Brandman University

Marcos Villa

MILITARY/CIVILIAN WORK EXPERIENCE

New Vista Career Academy

08/2017 – Current

Laguna Hills, Ca

Hours per week: 40

Executive Director: Bill Bermingham 949-455-1270 (contact me first)

Program Director

The Career Academy Program Director conceives, organizes, promotes and implements effective education and career development programs that help students realize their career pathway. The Program Director is responsible for managing programs and operations ensuring a positive experience for participants and their families. The Program Director must understand the driving forces behind student behavior and support positive interventions that are carried out by staff through effective training and development. This job involves both short- and long-term programs that help young adults transform into responsible and well-trained employees ready to join the workforce.

- Develops and implements operational infrastructure for accepting, onboarding, and developing programs for incoming students.
- Evolves internship program to help students generalize skills for appropriate communications and behaviors on the job.
- Creates and implements a methodology for determining viable career paths for students.
- Evaluates and reports on student progress through standardized vocational assessments of students.
- Provides post-secondary educational supports for each student for academics and employment.
- Aligns Special Education policies and procedures with the program, as well as state and federal guidelines for the educational requirements for special education students.
- Develops and models excellent interpersonal, communication, organizational and time management skills.
- Manages and grows job coaching staff, maintains forward looking semester class schedules, and manages staff assignments inclusive of direct and adjunct employees.
- Works with all staff and when necessary community representatives to establish relationships for the Academy's Transition Program, curriculum, and instructional resources (and their evaluation) on a systematic basis.

- Coordinates appraisal, placement, transfer, and dismissal procedures for students receiving services.
- Works with the Executive Director to clearly define expectations for staff performance regarding instructional strategies, classroom management, and communication with the parents, and provides in-service training and encouragement for all staff members.
- Recognizes the line of authority, personnel policies and regulations, the limits of responsibility, and the importance of conferring with superiors and subordinates in a professional manner.
- Interviews, recommends, orients, matches staff members with job assignments, and evaluates all staff within the Program.
- Develop the budget for Transition Program based on documented projected needs in a fiscally responsible manner.
- Through innovation and creative approaches, identifies and builds a common vision that produces objective decisions without procrastination or bias.
- Projects a positive image to the community through the dissemination of ideas, information, and responsiveness to parental concerns.
- Directs planning activities and implements programs based on the identification, analysis, and applied research derived from collaborative staff efforts.
- Provides leadership in a professional and ethical manner which fosters a clear sense of mission of excellence and achievement.
- Communicates and promotes high expectations for staff and students through the recognition of excellence and achievement.
- Ensures the dissemination of ideas and information to all staff regarding the effective resolution of conflicts in a timely manner.
- Initiates and supports programs and actions that facilitate an environment that are caring and conducive to the achievement of the Academy's mission.
- Strives to improve leadership skills through self-initiated professional growth and development activities by utilizing information and insights gained in professional efforts for self-improvement.

Volt Information Sciences

04/2014 – 06/2015

Orange, Ca 92865

Hours per week: 40

Financial Analyst

Developed, maintained, and managed financial reports for national and global vendor accounts. Used cyber security technologies to review and analyze data and determined financial viability for vendor accounts. Prepared Federal tax documents and managed financial reporting systems. Coordinated fiscal closing and submitted reporting documents the IRS.

United States Marine Corp

06/2009 – 04/2014

San Diego, Ca 92058

Hours per week: 40

Fiscal Manager

Managed funds and planned logistics support for nine MCAS Aircraft Squadron accounts. Developed financial plans and implemented strategies aligned to mission success. Monitored transferred and maintained funds totaling in \$6.4M. Supervised, audited, and processed 8,400 travel claims that accounted for \$2.8M. Implemented and directed fiscal closing procedures. Citi Bank Account Manager responsibilities included setting up, monitoring and maintaining government travel cards. Informed and educated travelers about responsibilities and Federal guidelines. Trained senior and executive leaders, audited internal managing systems and implemented strategies that enhanced operations. Reported financial metrics to executive leadership. Worked together with senior leaders to develop plans that supported aviation logistics, supply-chain operations, and executive directive.

MILITARY/CIVILIAN EDUCATION

Brandman University
Irvine, Ca
Degree: November / 2020
Major: MBA
Minor: Organizational Leadership
GPA: 3.45

Brandman University
Irvine, Ca
Degree: May / 2017
Major: Business Administration
GPA: 3.0

JOB RELATED TRAINING

Nonprofit Executive Leadership, Brandman University
2021

ServeSafe Food Protection Manager, Archis Acres
2016 - 2021

Sustainable Agriculture Training, Cal Poly Pomona
2016

Microsoft, Office Suites, Brandman University
2016

Excel Level 2, New Horizon
2014

Sergeants Leadership Course, USMC

2014

Supply Chain Management Technician, USMC
2006

ADDITIONAL INFORMATION

Demonstrated ability to develop and implement operations procedures, performance managing programs. Exceptional communications and team building skills. Diplomatic and collaborative partner with experience developing and implementing community and economic incentive programs. Intermediate technical and software manipulation, and customer relations managing skill and experience. Strong organizational skills with experience supporting and leading community projects.

Created, developed, and implemented a state approved job and life skill program for young adults with autism and learning disabilities.



County Executive Office

Memorandum

April 20, 2021

RECEIVED
CLERK OF THE BOARD

APR 20 2021

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com
, c=US
Date: 2021.04.20 13:39:11
-0700'

Subject: Exception to Rule 21

S54B

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 27, 2021, Board Hearing.

Agency: County Executive Office

Subject: Sheriff-Coroner Lease Agreement at 1382 Bell Avenue in Tustin

Districts: 3

Reason for supplemental: The County Executive Office is requesting this Supplemental Item be placed on the April 27, 2021, Board agenda in order to allow time for the buildup of a central facility in Tustin targeted for a year-end completion date that will house Sheriff-Coroner technological services currently located at four different sites. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Andrew Do, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT


RECEIVED
CLERK OF THE BOARD
APR 20 2021

MEETING DATE: 04/27/21

LEGAL ENTITY TAKING ACTION: Board of Supervisors


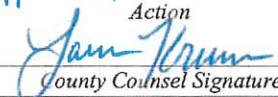
BOARD OF SUPERVISORS DISTRICT(S): 3

SUBMITTING AGENCY/DEPARTMENT: County Executive Office

DEPARTMENT HEAD REVIEW: 
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Dave Fontneau (714) 704-7919
Thomas A. Miller (714) 834-6019

SUBJECT: Sheriff-Coroner Lease Agreement at 1382 Bell Avenue in Tustin

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
 <small>Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2021.04.20 13:38:41 -0700</small>	<i>Approved to Form</i> Action  County Counsel Signature	Discussion 3 Votes Board Majority
CEO Signature		

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** FY 2021-22
\$3,672,000

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: State: 80% (Prop. 172), GF: 20% **County Audit in last 3 years:** No

Prior Board Action: N/A

RECOMMENDED ACTION(S)

- Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Class 1, (Existing Facilities) pursuant to CEQA Guidelines, Section 15301.
- Approve and execute the acquisition Lease Agreement between the GVI-SW Bell Ave Owner, LLC, a Delaware limited liability company, and the County of Orange, for Sheriff-Coroner's use of approximately 120,000 square feet of industrial and warehouse space located at 1382 Bell Avenue in Tustin, with a 20 year term renewable for two additional five-year terms.
- Authorize the Chief Real Estate Officer or designee to execute subsequent documents related to the Lease Agreement, including signing the Occupancy Letter upon substantial completion of the Tenant Improvements, exercising the options to extend and the option to terminate and any amendments that make non-monetary and/or monetary changes that do not increase County costs by more than \$50,000 per fiscal year, as approved by County Counsel.

SUMMARY:

Approval of the proposed Lease Agreement will allow Sheriff-Coroner's Technology Division to occupy the leased premises for a 20-year initial lease term to house equipment, provide information technology services, service radio communications for all law enforcement agencies throughout Orange County and operate a real-time crime analysis center and Emergency Call Center.

BACKGROUND INFORMATION:

Sheriff-Coroner's Technology Division (Sheriff) currently operates at the following locations: within a portion of the County-owned facility located at 840 North Eckhoff in the City of Orange, the Emergency Call Center at the County-owned Loma Ridge facility, at a leased facility at 1045 Fuller Street in Santa Ana and a portion of the Brad Gates Building, 320 N. Flower Street in Santa Ana. Collectively, these supporting services, operations and housing of equipment will be relocated from these four facilities to the proposed leased facility at 1382 Bell Avenue in the City of Tustin (Facility). This Facility has approximately 120,000 square feet of industrial and warehousing space, along with approximately 362 parking spaces for County's exclusive use. The Facility building is comprised of the following: two floors in the front half of the building with approximately 30,000 square feet of ground-floor space and approximately 30,000 square feet of second-floor space, along with the balance of ground-floor space in the back one-half of the building of approximately 60,000 square feet. This will be a highly secured Facility without public access, housing specialized technical operations, services, training and equipment, operating 24 hours daily.

The proposed lease is in substantially the same form as the County's standard acquisition lease template, providing the County with a 20-year term (240 months) (Lease). The County has the right to terminate the Lease one time after 15 years of the initial term with at least 12 months' prior written notice and a penalty equal to the unamortized costs at a rate of six percent over the remaining Lease term, subject to the schedule included in the Lease. The Lease commences on the first day of the first full calendar month following the Final Completion Date of the GVI-SW Bell Ave Owner, LLC (Lessor)-provided Tenant Improvements. The rent is \$306,000 per month or \$2.55 per square foot per month, which is equal to \$3.672 million for the first year's rent. The rent is based on the Lessor providing all repairs and maintenance of the interior and exterior of the Facility, along with the Lessor's Insurance and Taxes. The County will provide for its own janitorial services and supplies, utilities and security.

The full rent schedule is as follows:

Term	Dates	Price Per Sq. Ft.	Monthly Rent	Square Feet	No. of Mos./Yrs.	Aggregate Rent
Months	1 - 12	\$ 2.55	\$ 306,000.00	120,000	12	\$ 3,672,000.00
Months	13 - 24	\$ 2.63	\$ 315,180.00	120,000	12	\$ 3,782,160.00
Months	25 - 36	\$ 2.71	\$ 324,635.40	120,000	12	\$ 3,895,624.80
Months	37 - 48	\$ 2.79	\$ 334,374.46	120,000	12	\$ 4,012,493.54
Months	49 - 60	\$ 2.87	\$ 344,405.70	120,000	12	\$ 4,132,868.35
Months	61 - 72	\$ 2.95	\$ 354,737.87	120,000	12	\$ 4,256,854.40
Months	73 - 84	\$ 3.04	\$ 365,380.00	120,000	12	\$ 4,384,560.03
Months	85 - 96	\$ 3.14	\$ 376,341.40	120,000	12	\$ 4,516,096.83
Months	97 - 108	\$ 3.23	\$ 387,631.64	120,000	12	\$ 4,651,579.74
Months	109 - 120	\$ 3.33	\$ 399,260.59	120,000	12	\$ 4,791,127.13
Months	121 - 132	\$ 3.43	\$ 411,238.41	120,000	12	\$ 4,934,860.94
Months	133 - 144	\$ 3.53	\$ 423,575.56	120,000	12	\$ 5,082,906.77
Months	145 - 156	\$ 3.64	\$ 436,282.83	120,000	12	\$ 5,235,393.98
Months	157 - 168	\$ 3.74	\$ 449,371.32	120,000	12	\$ 5,392,455.80
Months	169 - 180	\$ 3.86	\$ 462,852.46	120,000	12	\$ 5,554,229.47
Months	181 - 192	\$ 3.97	\$ 476,738.03	120,000	12	\$ 5,720,856.35
Months	193 - 204	\$ 4.09	\$ 491,040.17	120,000	12	\$ 5,892,482.04
Months	205 - 216	\$ 4.21	\$ 505,771.38	120,000	12	\$ 6,069,256.51
Months	217 - 228	\$ 4.34	\$ 520,944.52	120,000	12	\$ 6,251,334.20
Months	229 - 240	\$ 4.47	\$ 536,572.85	120,000	12	\$ 6,438,874.23

Rent for the two options to extend is based on market rents at the time of each respective option(s) start date(s).

The Lessor is also providing the County with 20 months of free rent totaling \$8,222,334.59 (Free Base Rent). The Free Base Rent is spread throughout the term according to the following: one month per year of term during the initial Lease term or the County, at its sole discretion, can elect before the Commencement Date to convert the Free Base Rent into cash and/or use as additional Tenant Improvement Allowance (Improvement Allowance) as discussed below.

In addition to the Lessor performing the Tenant Improvements, the Lessor is providing an Improvement Allowance not to exceed \$75 per Rentable Square Feet totaling \$9 million toward the Tenant Improvements, or for any other Lease-related expense, improvement or otherwise, as determined by the County. Additionally, the Lessor is providing the County with a supplemental allowance of \$25 per Rentable Square Feet totaling \$3 million to be used at County's sole discretion toward Furniture, Fixtures & Equipment, relocation costs or cabling and telecommunications. Also, the Lessor is providing the following at its own expense: paint the exterior of the Building; repair, re-slurry and re-stripe the parking areas serving the Building; provide landscaping to be in a condition consistent with similar buildings in the market; and all path-of-travel shall be Americans with Disabilities Act compliant as required by the City of Tustin.

The Sheriff, along with support from County Executive Office-Real Estate and Jones Lang LaSalle Brokerage, Inc. have conducted an extensive site search through central Orange County and, although various sites were given significant review and consideration, the subject site at 1382 Bell Avenue in Tustin met all of the critical requirements as follows: central to Orange County; direct line of sight to Loma Ridge

Emergency Center for critical microwave data and radio communications; approximately 120,000 square feet; industrial/warehouse space; minimum 350 parking spaces; ability to secure the entire perimeter and control ingress/egress; interior space for servicing various law enforcement radio/communications equipment on motorcycles, patrol vehicles, SUVs and large special use trucks, including Fire Engines and inmate transport buses; staging and storing of various specialized Sheriff vehicles; 150 maximum capacity training center; and shipping and receiving warehouse.

Therefore, based on the Sheriff's critical need for additional and suitable space that will enable collaboration and coordination throughout these services and operations within one Facility that meets all of the Sheriff's specific requirements, and well within fair market rent in central Orange County for similar Industrial/Warehouse buildings, the Sheriff recommends that the Board of Supervisors approve the proposed Lease.

Compliance with CEQA: The proposed project is Categorical Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301 because it involves leasing of existing facilities, involving no improvements or expansion.

General Plan Conformity: The County satisfied the requirements of Government Code section 65402, providing notice and seeking General Plan conformity from the City of Tustin. This project is in conformance with the City of Tustin's General Plan.

FINANCIAL IMPACT:

Appropriations for this lease agreement will be included in the Sheriff-Coroner's FY 2021-22 Recommended Budget, Budget Control 060, as a result of cost savings from operational changes and efficiencies, and will be included in the budgeting process in future years.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Lease Agreement

Attachment B - Lease Summary

Attachment C - Acquisition Questionnaire for Lease

Attachment A



PM 1239-70
Sheriff/Coroner
1382 Bell Avenue
Tustin, California, 92780

LEASE

THIS IS A LEASE AGREEMENT (hereinafter referred to as “**Lease**”) made April ___, 2021 (“**Effective Date**”), by and between GVI-SW BELL AVE OWNER, LLC, a Delaware limited liability company (hereinafter referred to as “**Lessor**”), and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**”) without regard to number and gender. The Lessor and County may individually be referred to herein as a “**Party**,” or collectively as the “**Parties**.”

1. DEFINITIONS (1.0 SA)

The following words in this Lease shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**Building**” means the building commonly known as 1382 Bell Avenue, Tustin, California, constituting a portion of the Premises.

“**CEO/Office of Risk Management**” means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, County of Orange, or upon written notice to Lessor, such other entity as shall be designated by the County Executive Officer.

“**County Counsel**” means County Counsel County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the Board of Supervisors.

“**Sheriff**” means the Sheriff of the County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

2. PREMISES (1.1 SA)

Lessor leases to County that certain property described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by this reference made a part hereof, of approximately 120,000 rentable square feet (“**RSF**”) in the building located at 1382 Bell Avenue, Tustin, California (the “**Premises**”), together with non-

Attachment A

exclusive, in common use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to the Premises.

3. USE (1.2 SA)

County shall use the Premises for general office and warehouse purposes or any other lawful purpose County shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

4. PARKING (1.3 N)

Throughout the Term of the Lease and including any Extension Term pursuant to Clause 7 (OPTION TO EXTEND TERM), County shall have the exclusive right, without additional charge, to use all the parking spaces on the Premises as shown on Exhibit B.

Lessor shall also provide (as part of the above described County parking spaces) parking for disabled persons (“**ADA Spaces**”) in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

County shall have the right, at its sole discretion and in accordance with applicable laws, to install security fences and access control points around the Building’s parking lot without Lessor approval.

5. TERMINATION OF PRIOR AGREEMENTS (1.4 SA) - *intentionally omitted*

6. TERM (1.5 SA)

The Term of this Lease shall be twenty (20) years (“**Term**”), commencing the first day of the first full calendar month following the Final Completion Date set out in Clause 13 (CONSTRUCTION) below, (the “**Commencement Date**”).

The Parties agree that the Commencement Date of this Lease will be confirmed in writing by either Party upon demand by the other.

7. OPTION TO EXTEND TERM (1.6 N)

Provided there is no current County Default under this Lease (as further defined in Clause 28 DEFAULTS AND REMEDIES), either at the time of the exercise of the Option or upon commencement of the Extension Term, County shall have the option to extend the term (the “**Option(s)**”) of this Lease for two (2) five (5) year periods (each an “**Extension Term**”) exercised by the Chief Real Estate Officer and memorialized in an amendment on the same terms and conditions of this Lease except this Clause 7, Clause 10 (RENT ADJUSTMENT), and such other terms and conditions clearly not applicable during the Extension Term. The Fair Market Rental Value shall be negotiated at the time of the Option(s) as set forth below and shall not exceed fair market value at the time of the renewal notice. County shall give Lessor no less than nine (9) months advance written notice of its intent to exercise its Option(s) to extend the Term. Time is of the essence in the exercise of the Option(s). The Option(s) shall be personal to County and shall not be exercised by any assignee or sublessee of County. “**Term**” as used in this Lease shall mean the initial Term and the Extension Term(s) if the Option(s) are duly exercised.

Attachment A

Mutual Agreement. Lessor and County shall have thirty (30) days after County exercises any Option to extend in which to agree on the Fair Market Rental Value, as defined below, for the Extension Term. If Lessor and County are unable to agree on the Fair Market Rental Value for the Extension Term within such thirty (30) days, the provisions of the Appraisal section below shall apply.

Factors for Determining Fair Market Rental Value. The “**Fair Market Rental Value**” of the Premises (or applicable portion thereof) shall be the amount that a willing, comparable, new (i.e., non-renewal) or renewal, non-equity tenant would pay, and that a willing landlord of a comparable flex space in Orange County would accept at arms’ length. Appropriate consideration shall be given to (A) the annual rental rate per rentable square foot; (B) the definition of rentable square feet for purposes of comparing the rate; (C) location, quality and age of the Premises; (D) the financial condition (e.g., creditworthiness) of County; (E) escalation (including type, base year and stop) and abatement provisions reflecting free rent and/or no rent during the period of construction; (F) brokerage commissions, if any; (G) length of the lease Term; (H) size and location (including floor level) of the Premises; (I) building standard work letter and/or tenant improvement allowance, if any (taking into consideration the cost of anticipated tenant improvements as compared to market tenant improvement allowances), provided, however, the Fair Market Rental Value shall not include any tenant improvements or any alterations made by County; (J) condition of space; (K) lease takeover/assumptions; (L) moving expenses and other concessions; (M) extent of services to be provided; (N) distinctions between “gross” and “net” leases; (O) base year figures or expense stops for escalation purposes for both operating costs and ad valorem/real estate taxes; (P) the time the particular rental rate under consideration becomes or is to become effective; (Q) applicable caps on the amount of real estate taxes and assessments passed through to tenants; and (R) other generally applicable conditions of tenancy for the space in question. County shall obtain the same rent and other benefits that Lessor would otherwise give to any comparable prospective tenant.

Appraisal. If after the expiration of the thirty (30) day period described in the Mutual Agreement section above, the Parties have not mutually agreed on the Fair Market Rental Value for the Extension Term in question, then the Parties shall use the following method to determine the Fair Market Rental Value (the “**Three Broker Method**”): within ten (10) business days after the expiration of such thirty-day period, each Party shall give written notice to the other setting forth the name and address of a “Broker” (as hereinafter defined) selected by such Party who has agreed to act in such capacity, to determine the Fair Market Rental Value. If either Party has failed to select a Broker as aforesaid, the Fair Market Rental Value shall be determined by the Broker selected by the other Party. Each Broker shall thereupon independently make his or her determinations of the Fair Market Rental Value within twenty (20) days after the appointment of the second Broker. If the two Brokers’ determinations are not the same, but the higher of such two values is not more than one hundred five percent (105%) of the lower of them, then the Fair Market Rental Value shall be deemed to be the average of the two values. If the higher of such two values is more than one hundred five percent (105%) of the lower of them, then the two Brokers shall jointly appoint a third Broker within ten (10) days after the second of the two determinations described above has been rendered. The third Broker shall independently make his determination of the Fair Market Rental Value within twenty (20) days after his appointment. The highest and the lowest determinations of value among the three Brokers shall be disregarded and the remaining determination shall be deemed to be the Fair Market Rental Value.

Broker. For the purpose of this Clause 7, “**Broker**” shall mean a real estate broker or salesperson licensed in California, who has been regularly engaged in such capacity in the business of commercial office leasing in the Orange County market for at least ten (10) years immediately preceding such person’s appointment hereunder. Each Party shall pay for the cost of its Broker and one half of the cost of the third Broker.

Attachment A

8. OPTION TO TERMINATE LEASE (1.7 N)

County shall have the option to terminate this Lease one time at the end of the one hundred and eightieth (180th) month of the Term. County shall give Lessor at least twelve (12) months' notice of said termination with a termination fee equal to Seven Million Five Hundred Thirty-Five Thousand Seven Hundred Sixty-Nine and No/100 Dollars (\$7,535,769.00) ("**Termination Fee**"). Said Termination Fee is due on or before thirty (30) days prior to the termination date.

9. RENT (1.8 SA)

County agrees to pay to Lessor as rent for the Premises the sum of \$306,000.00 per month (Modified Gross – net of utilities, janitorial and security) commencing on the Commencement Date and adjusted annually pursuant to the Rent Adjustment schedule in Clause 10 (RENT ADJUSTMENT) below.

To obtain rent payments and payment of any other amounts ("**Additional Rent**"), hereunder Lessor (or Lessor's designee) shall submit to Sheriff, in a form reasonably acceptable to the Sheriff, a written claim for said rent payments.

Payment shall be due and payable within twenty (20) days after the later of the following:

- A. The first day of the month following the month earned; or
- B. Receipt of Lessor's written claim by the Sheriff.

10. RENT ADJUSTMENT (1.9 N)

The monthly rent payable by County for the Premises ("**Rent**") shall be automatically adjusted as follows:

Term	Dates	Price Per Sq. Ft.	Monthly Rent	Square Feet	No. of Mos./Yrs.	Aggregate Rent
Months	1 - 12	\$ 2.55	\$ 306,000.00	120,000	12	\$ 3,672,000.00
Months	13 - 24	\$ 2.63	\$ 315,180.00	120,000	12	\$ 3,782,160.00
Months	25 - 36	\$ 2.71	\$ 324,635.40	120,000	12	\$ 3,895,624.80
Months	37 - 48	\$ 2.79	\$ 334,374.46	120,000	12	\$ 4,012,493.54
Months	49 - 60	\$ 2.87	\$ 344,405.70	120,000	12	\$ 4,132,868.35
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Months	73 - 84	\$ 3.04	\$ 365,380.00	120,000	12	\$ 4,384,560.00
Months	85 - 96	\$ 3.14	\$ 376,341.40	120,000	12	\$ 4,516,096.80
Months	97 - 108	\$ 3.23	\$ 387,631.64	120,000	12	\$ 4,651,579.74
Months	109 - 120	\$ 3.33	\$ 399,260.59	120,000	12	\$ 4,791,127.13
Months	121 - 132	\$ 3.43	\$ 411,238.41	120,000	12	\$ 4,934,860.94
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Months	157 - 168	\$ 3.74	\$ 449,371.32	120,000	12	\$ 5,392,455.80
Months	169 - 180	\$ 3.86	\$ 462,852.46	120,000	12	\$ 5,554,229.47
Months	181 - 192	\$ 3.97	\$ 476,738.03	120,000	12	\$ 5,720,856.35
Months	193 - 204	\$ 4.09	\$ 491,040.17	120,000	12	\$ 5,892,482.04
Months	205 - 216	\$ 4.21	\$ 505,771.38	120,000	12	\$ 6,069,256.51
Months	217 - 228	\$ 4.34	\$ 520,944.52	120,000	12	\$ 6,251,334.20
Months	229 - 240	\$ 4.47	\$ 536,572.85	120,000	12	\$ 6,438,874.23

Attachment A

Additionally, Lessor shall provide County with fifteen (15) months of Rent abatement totaling five million six hundred and ninety-one thousand two hundred and sixty-seven and 65/100 dollars (\$5,691,267.65) (“**Free Base Rent**”). Said Free Base Rent shall be spread throughout the Term according to the following: one (1) month per year of Term during the initial fifteen (15) years of the initial Lease Term OR County, at County’s sole discretion, can elect before the Commencement Date to convert the Free Base Rent into additional Improvement Allowance as defined below in Clause 13 (CONSTRUCTION). Finally, if County waives in writing or fails to timely exercise its right to terminate this Lease pursuant to Clause 8 (OPTION TO TERMINATE LEASE), Lessor shall provide County with an additional five (5) months of Rent abatement totaling two million five hundred and thirty-one thousand sixty-six and 94/100 dollars (\$2,531,066.94) (“**Additional Free Base Rent**”). Said Additional Free Base Rent shall be spread throughout the Term according to the following: one (1) month per year of Term during the final five (5) years of the initial Lease Term OR County, at County’s sole discretion, upon at least thirty (30) days prior written notice to Lessor, can elect any time after waiving its right to terminate this Lease pursuant to Clause 8 (OPTION TO TERMINATION LEASE), to convert all or any portion of the Additional Free Base Rent into additional allowance to be used by County to pay for work performed by Lessor following the expiration of the fifteenth (15th) year of the Term pursuant to the terms of Clause 17 (COUNTY-REQUESTED ALTERATIONS).

11. ADJUSTMENT FOR COST OF LESSOR SERVICES (2.0 SA) - *intentionally omitted*

12. RIGHT OF FIRST OFFER TO PURCHASE THE BUILDING (2.1 N)

During the Term and Extension Term(s), County will have a continuing exclusive four (4) week right to negotiate, prior to the Lessor commencing marketing of the Building for sale. If Lessor and County do not agree upon the terms upon which the County will purchase the Building within such four (4) week period, then Lessor shall be free to sell the Building to any party on any terms Lessor desires.

13. CONSTRUCTION (2.2 N)

A. **Improvement Allowance:** In addition to performing the Work, as defined below in Subclause B, Lessor hereby agrees to provide County with a tenant improvement allowance (“**Improvement Allowance**”) not to exceed seventy-five dollars (\$75.00)/per RSF (totaling \$9,000,000.00) toward the Work or for any other Lease related expense, improvement or otherwise, as determined by the County. Additionally, Lessor shall provide a supplemental allowance of twenty-five dollars (\$25.00)/RSF (totaling \$3,000,000.00) to be used at County’s sole discretion toward FF&E, relocation costs, cabling and telecommunications (“**Supplemental Allowance**”).

B. **Completion Schedule:** Lessor hereby agrees to complete, at Lessor’s expense using the Improvement Allowance and Supplemental Allowance at the County’s direction, the alterations, repairs, and other work (the “**Work**”) in accordance with the plans and specifications attached hereto and made a part hereof as Exhibit C and in accordance with Schedule 1 to Exhibit C, including but not limited to the following: (i) repair, re-slurry and re-stripe the parking areas serving the Building; (ii) landscaping to be in a condition consistent with similar buildings in the market (i.e. no major landscape upgrades from what currently exists at the Premises); and (iii) all path-of-travel/ADA modifications as required by the City of Tustin. Lessor agrees to use commercially reasonable efforts to cause the Substantial Completion of the Work to occur within two hundred seventy (270) days of the Effective Date (the “**Scheduled Delivery Date**”). As used in this Lease, “**Substantial Completion**” or “**Substantially Completed**” means that the Work shall have been completed in accordance with the provisions of this Lease, Exhibit C, and any mutually approved plans and specifications, evidenced by signed off permits for such Work which have been issued in connection with such Work, subject

Attachment A

to any “punch list” items, if any. Upon Substantial Completion, Lessor shall send County a “**Work Acceptance Letter**,” attached hereto as Exhibit F. County shall approve and accept the Work by signing the Work Acceptance Letter, which may be subject to completion of items on a punch list, attached to the Work Acceptance Letter by County. County shall not be required to send back the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County’s sole and reasonable discretion. The “**Final Completion Date**” means Lessor’s completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list (if any). The determination of whether the Final Completion Date has occurred will be made in County’s sole and reasonable discretion.

C. **County Remedies:** If the Substantial Completion of the Work fails to occur on or prior to that date which is thirty (30) days following the Scheduled Delivery Date, other than as a result of an event of Force Majeure (as defined in Clause 49 (FORCE MAJEURE)), or a delay caused by County, Lessor shall be obligated to pay a penalty to County of two thousand dollars (\$2,000.00) per day for the period from the Scheduled Delivery Date through the day prior to the Final Completion Date. The Parties agree that this amount is a reasonable and fair assessment of the County’s damages in such a situation. County shall be entitled to pursue all available remedies at law or equity and pursuant to this Lease (as further defined in Clause 28 (DEFAULTS AND REMEDIES)).

D. **Approvals:** All planning and architectural/design costs required to accomplish the Work (including, without limitation, the cost of obtaining all permits and other necessary governmental approvals) shall be Lessor’s responsibility, deducted from the Improvement Allowance and shall be approved by County. Such approvals will not be unreasonably withheld or delayed and if a written disapproval of any request by Lessor is not received within five (5) working days after submission, such request shall be deemed approved. Such approvals by the County shall not relieve Lessor of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

E. **Punch List:** Upon Substantial Completion (as defined above) of the Work, Lessor shall request the County approval and acceptance of such Work, which approval will not be unreasonably withheld or delayed. Said approval shall be manifested by letter from the County (the Work Acceptance Letter), and may be subject to completion of items on a “punch list,” which shall be generated by County and included in the Work Acceptance Letter. County shall not be required to send the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County’s sole and reasonable discretion.

In the event County’s approval and acceptance of the Work is given along with a punch list, Lessor shall use its commercially reasonable efforts to complete all punch list items within thirty (30) days following receipt of the Work Acceptance Letter. Should the items on the punch list not be completed within sixty (60) days other than as a result of actions (or inactions) of County or events of Force Majeure, Lessor shall be obligated to pay a penalty to County of five hundred dollars (\$500.00) per day for the period from the date Lessor receives the Work Acceptance Letter through the Final Completion Date or County shall have the option to complete the Work and deduct the actual and reasonable cost thereof, including labor, materials, and overhead from any Rent payable.

G. **Project Management Oversight:** County may, at County’s option, select a project manager or construction manager, at County’s sole discretion, cost and expense or deducted from the Improvement Allowance or Supplemental Allowance, to assist in County’s oversight of the Work (the “**Project Manager**”). The Project Manager will represent the County’s best interest during the construction of the Work to confirm

Attachment A

that the Work is being performed pursuant to the terms of this Lease and will act as the liaison between Lessor and County in all items that are subject to approval by County as provided in Clause 13(D) above. County acknowledges that Lessor will also be deducting a construction management fee from the Improvement Allowance equal to one and three quarters percent (1.75%) of the total cost of the Work (not to exceed \$210,000) and that such construction management is in addition to any fees charged by the Project Manager selected by County, if applicable.

H. County Alterations to Work: - *intentionally omitted*

I. **Performance of Work:** Lessor agrees that any Work being constructed by, or under the direction of, Lessor shall be constructed in substantial compliance with County approved plans and if and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 *et seq.*, which requires those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of County. In partial satisfaction of the requirements of Section 22000 *et seq.*, if applicable: (a) Lessor shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor's bonds as required by the California Public Contracts Code and shall require its contractor or contractors to pay the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 29 (LABOR CODE COMPLIANCE) of this Lease; (b) Lessor shall publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 *et seq.*, and shall provide County a list of all bids received for the contract; and (c) thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements.

J. **Force Majeure Delay:** The occurrence of an event of Force Majeure (as defined in Clause 49 (FORCE MAJEURE)) shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage (except the obligations imposed with regard to the payment of Rent and other sums to be paid by County pursuant to this Lease), provided the affected Party gives the other Party notice within thirty (30) days of the event causing the prevention, delay or stoppage.

14. PAINTING BY LESSOR (2.3 SA) – *intentionally omitted*

15. CARPETING BY LESSOR (2.4 SA) – *intentionally omitted*

16. ALTERATIONS (2.5 N)

County may make improvements and changes in the Premises, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by the County in its discretion following the prior written notice to Lessor; provided, however that if such improvements or changes affect the Building systems, the structural portions of the Building, or can be seen from the exterior of the Premises, then County shall obtain the prior written consent of Lessor (which shall not be unreasonably withheld, conditioned or delayed) prior to the performance of the same. It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or placed upon the Premises by County shall be considered as personal property of County, as defined below in Clause 32 (COUNTY PROPERTY), who shall have the right, but not the obligation, to remove same, and County will repair all damage to the Premises caused by the removal of such items at its sole cost and expense. All such work will be properly permitted (including the issuance of a permit, if required) and constructed by a licensed contractor in a good and workmanlike fashion at County's sole cost and expense, including, paying to Lessor within thirty (30) days following written notice a construction oversight fee in an amount equal to five percent (5%) of the hard cost

Attachment A

of the work performed by or on behalf of County. County agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear exempted.

17. COUNTY-REQUESTED ALTERATIONS (2.6 N)

County may, during the Term of the Lease, request Lessor to make improvements and changes to the Premises as well as request Lessor to complete Additional Services to the Premises. Lessor shall not unreasonably withhold, condition or delay its consent to any such request. “**Additional Services**” are defined as any services requested by County that are in addition to and outside the scope of the Services completed by Lessor as such are defined below. All plans and working drawings for the improvements and changes, as well as the final work, shall have the written approval of the County and Lessor. All such improvements and changes and any Additional Services requested by County shall be made by Lessor, at Lessor’s sole cost, and reimbursed monthly as Additional Rent by County upon receipt by County from Lessor of a written claim for such reimbursement. County acknowledges that Lessor will also be charging a construction management fee equal to five percent (5%) of the hard cost of the work performed pursuant to this Clause 17 (COUNTY-REQUESTED ALTERATIONS) and that such construction management fee is in addition to any fees charged by the project manager selected by County, if applicable.

County shall have the right to audit said claim and require additional reasonable support documentation from Lessor prior to making reimbursement payment. County shall evidence acceptance of such claim by written letter to Lessor. Such acceptance by County will not be unreasonably withheld or delayed and if a written disapproval of any claim by Lessor is not received within thirty (30) working days after submission, such claim shall be deemed accepted. Once Lessor’s claim has been accepted by County as complete and adequate, the claim amount shall be reimbursed by County to Lessor at the same time as the next scheduled monthly Rent payment following the date of written acceptance of said claim.

Lessor agrees that any County requested improvement being constructed by, or under the direction of Lessor in accordance with this Clause 17, shall be constructed in substantial compliance with County approved plans and to the extent applicable, in compliance with Federal, California, city and local laws, including by not limited to, the requirement of California Public Contract Code Section 22000 et seq., and shall require, to the extent applicable, its contractor or subcontractors to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 29 (LABOR CODE COMPLIANCE) of this Lease.

Following the written approval to let a contract for improvements in accordance with this Clause 17, Lessor shall, to the extent applicable, publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 et seq., and shall provide County a list of all bids received for the contract. Thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements. County’s approval of the bid shall be limited to the dollar value only, to ensure it is within County’s budget.

18. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (2.7 SA)

Lessor agrees that County may install, at County’s sole cost and expense, telecommunication devices in, on, or around the Premises and Building in accordance with the relevant and applicable County telecommunications network plans and specifications, provided that the provisions of Clause 16 (ALTERATIONS), shall be applicable to such work. It shall be County’s responsibility to obtain all governmental permits and/or approvals required for such installation; however, Lessor shall reasonably

Attachment A

cooperate with County as necessary or appropriate, and at no additional cost to Lessor, to obtain said permits and/or approvals. Lessor does not represent that such approvals can be obtained. Additionally, subject to Lessor's commercially reasonable Building standard rules and regulations, County or County's subcontractor has the right to enter the Premises and/or Building to maintain, repair or replace the County telecommunications network consistent with said contract between County and service provider. County may, in its discretion, remove any cabling, conveyance systems or cabling conduit installed by County. When the Lease is terminated, County reserves all rights to remove, in its discretion, any such telecommunication improvements from the Premises and/or Building.

19. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (2.8 N)

A. Lessor Services. Lessor shall provide, at its sole cost and expense (except as otherwise provided in this Lease) any and all necessary repair, maintenance and replacement for the Premises and Building (and systems therein) in good order, condition and repair and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the Heating, Ventilation, Air Conditioning ("HVAC") system, the plumbing, electrical and mechanical systems, fire/life safety system, elevators, roof, paving, fire extinguishers, pest control, and whether capital or non-capital (the "Services"). Notwithstanding the foregoing, County shall be responsible, at its sole cost and expense, for the costs (including an administrative charge of ten percent (10%)) to repair, and/or replace any damages to the Premises or project which are in excess of normal wear and tear and caused by negligence of County or its agents, representatives, employees or invitees. Provided, however, the terms of this sentence shall not apply to any HVAC units serving the Premises unless and until such applicable individual HVAC unit(s) has/have been replaced by Lessor. Any repairs or replacements performed by Lessor must be at least equal in quality and workmanship to the original work and be in accordance with all applicable laws and local permit regulations. The Services shall be made promptly to keep the Premises and the Building in the condition described in this Clause 19. Should Lessor default in its obligations under this clause, the County may exercise those remedies set forth in Clause 19(B) below.

Lessor shall replace the existing HVAC units when they are no longer operable. In regards to the newly replaced units, County has the obligation to contribute to the cost of repairing or replacing the new units if County's use of said units is above and beyond that of normal wear and tear; and County's contribution shall be based on the remaining useful life remaining of the HVAC unit. For avoidance of doubt, if Lessor replaces a HVAC unit which has a useful life of ten (10) years, and said unit needs to be fixed or replaced due to County's excess use or negligence, at year five (5), then the cost of the repairs and/or replacement shall be split 50/50.

B. County Remedies. If Lessor fails to provide the Services within fifteen (15) days after County provides written notice thereof to Lessor specifying any such default and affording Lessor such fifteen (15) day period to complete the cure of such default, provided, however, that if the cure cannot reasonably be completed within such time period, Lessor shall be afforded an additional reasonable amount of time to complete the cure, as long as Lessor commences the cure within such time period and diligently pursues same to completion, without limiting any available remedy to County (including, but not limited to, County Remedies as defined in Clause 28 (DEFAULTS AND REMEDIES)), County may (upon written notice to Lessor and Lessor's lender, to the extent contact information for such lender has been provided in writing to County), and, at its sole discretion, perform or arrange for the performance of such Services, and deduct the cost thereof plus an administrative charge of ten percent (10%) of the cost from any Rent payable without further notice;

Attachment A

or in the event that Lessor fails to provide required Services to the Premises sixty (60) days after the 15-day written notice, above, to Lessor, Lessor shall be obligated to pay a penalty to County of one hundred (\$100.00) per day until such Services are provided by Lessor.

C. Warranties. Lessor shall keep in force, all standard manufacturers' warranties including any existing extended warranties for all building equipment. When manufacturers' warranties for the HVAC, roof and elevator expire, Lessor will contract with an industry standard maintenance company ("**Vendor**") that specializes in the maintenance of such equipment (and for the roof) for regular and scheduled inspections as recommended by the manufacturer, and shall promptly authorize said Vendor to perform any and all reasonably required maintenance to the equipment and roof necessary to keep the same in good condition and repair. Lessor shall authorize Vendor(s) to provide County with copies of said report(s) upon County request. Should Lessor fail to comply with the provisions of this clause, County may exercise those remedies set forth in Clause 19(B) above.

In order for the County to comply with the California Code of Regulations, Title 8, Section 5142 ("**Regulation 5142**"), and as it may be subsequently amended, Lessor shall regularly inspect and maintain the HVAC system as required by Regulation 5142 and provide repair and maintenance accordingly. Inspections and maintenance of the HVAC system shall be documented in writing and Lessor shall retain such records for at least five (5) years. Lessor shall make all HVAC records required by this section available to County for examination and copying, within forty-eight (48) hours of a written request. Lessor acknowledges that County may be subject to fines and/or penalties for failure to provide said records to regulatory agencies within the given timeframes. Should County incur fines and/or penalties as a direct result of Lessor's failure to provide said records to County in a timely manner and as set forth herein, Lessor shall reimburse County for said fines and/or penalties within thirty (30) days upon written notice. Should Lessor fail to reimburse County within thirty (30) days, County may deduct the amount of the fine and/or penalty from any Rent payable without further notice.

D. HVAC System. Air conditioning will be supplied to cause the temperature in the Premises and Building at a temperature consistent with other office buildings in Orange County, California, which are typically not less than 70° F nor greater than 75° F, during all Normal Business Hours as defined below in Clause 19(E).

E. Normal Business Hours. - *Intentionally Omitted*

F. Emergency Services. If County requires same day emergency repairs and/or services ("**Emergency Services**") and Lessor cannot be contacted for such Emergency Services (as determined by the County), or the Emergency Services are necessary to remedy the emergency condition or to prevent imminent danger to persons or property, then if Lessor following such contact by County is unable or refuses to provide the necessary Emergency Services, County may have the necessary repairs made and/or provide Emergency Services to remedy the emergency condition, and deduct the cost thereof, including labor, materials, and overhead from any Rent payable without further notice.

G. Operations Shutdown. Should County be forced to completely shut down its operations within the Premises and/or Building due to Lessor's failure to provide Services or Emergency Services required by this Clause 19 for a period of forty eight (48) consecutive hours, excluding weekends and holidays, then Rent shall abate hereunder until Lessor provides the Services or Emergency Services required by this Clause 19.

Attachment A

20. UTILITIES (2.9 N)

County shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises. Lessor shall be responsible for any other costs, taxes, and/or assessments not provided for in this clause.

County shall not be responsible for any operating expense pass-throughs (other than utilities, janitorial and security costs) during the Term or any Extension Term.

21. INSURANCE (3.0 SA)

Commercial Property Insurance: Lessor shall obtain and keep in force during the Term of this Lease a policy or policies of commercial property insurance written on ISO form CP 00 10 10 12, or a substitute form providing coverage at least as broad, with all risk or special form coverage, covering the loss or damage to the Premises to the full insurable value of the improvements located on the Premises (including the full value of all improvements and fixtures owned by Lessor) at least in the amount of the full replacement cost thereof, and in no event less than the total amount required by any lender holding a security interest.

Lessor agrees to and shall include in the policy or policies of commercial property insurance a standard waiver of the right of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees by the insurance company issuing said policy or policies. Lessor shall provide the County of Orange with a Certificate of Insurance as evidence of compliance with these requirements prior to the Commencement Date of this Lease.

Commercial General Liability Insurance: Lessor shall obtain and keep in force during the Term of this Lease a policy or policies of commercial general liability insurance covering all injuries occurring within the building and the Premises. The policy or policies evidencing such insurance shall provide the following:

- A. 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 an additional insured, or provide blanket coverage which will state, ***AS REQUIRED BY WRITTEN AGREEMENT***;
- B. A primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Lessor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing;
- C. Lessor 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.
- D. Shall provide a limit of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate; and
- E. 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).

Attachment A

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. Prior to the Commencement Date of this Lease and upon renewal of such policies, Lessor shall submit to County a Certificate of Insurance and required endorsements as evidence that the foregoing policy or policies are in effect.

If Lessor fails to procure and maintain the insurance required to be procured by Lessor under this Lease, County may, but shall not be required to, order such insurance and deduct the cost thereof plus any County administrative charges from the rent thereafter payable.

22. INDEMNIFICATION (3.1 SA)

Lessor hereby agrees to indemnify, hold harmless, and defend County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the Premises, except for liability arising out of the negligence of County, its elected and appointed officials, officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event County is named as co-defendant, Lessor shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Lessor shall pay County's litigation costs, expenses and attorneys' fees. In the event judgment is entered against County and Lessor because of the concurrent negligence of County and Lessor, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

County hereby agrees to indemnify, hold harmless, and defend Lessor, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the Premises, except for liability arising out of the negligence of Lessor, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

23. TOXIC MATERIALS (3.2 SA)

County hereby warrants and represents that County will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively "Toxic Materials"). County shall be responsible for and shall indemnify and hold Lessor, its officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Premises by County. If the storage, use, and disposal of Toxic Materials on the Premises by County results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, County shall promptly take any and all action necessary to clean up such contamination.

Likewise, Lessor hereby warrants and represents that Lessor has in the past and will hereafter comply with all laws and regulations relating to the storage, use and disposal of Toxic Materials. If the previous, current and future storage, use, and disposal of Toxic Materials on the Premises by Lessor results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination (and such violation does

Attachment A

not arise out of any acts or omissions of County, its agents, employees or contractors), Lessor shall promptly take any and all action necessary to clean up such contamination.

24. BUILDING AND SAFETY REQUIREMENTS (3.3 N)

During the Term and Extension Term(s) of this Lease, Lessor, at Lessor's sole cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended, including but not limited to the California Building Code, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code but only to the extent required by any governmental authority with jurisdiction thereof; provided, if any work is required to comply with any such laws, rules, regulations, building codes, statutes, and orders as a result of a change in County's use to something other than general office or warehouse or any alterations made by or on behalf of County, then such work shall be performed by Lessor at the sole cost and expense of County.

Included in this provision is compliance with the Americans with Disabilities Act ("ADA") and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA. However, Lessor shall not be responsible for any ADA violations resulting from alterations made by County or the placement of County's furniture, fixtures or equipment by County.

Lessor shall use commercially reasonable efforts to repair and maintain the Premises as a "safe place of employment," as defined in the California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the date of this Lease, and as they may be subsequently amended. County agrees to notify Lessor of any repair or maintenance necessary within the Premises or Building to comply with such Act and Lessor agrees to diligently act to repair or maintain appropriately so long as such repair or maintenance of the Premises is a Lessor expense as defined in Clause 19(A) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES) above. In the event that such repair or maintenance is necessary and is the result of County negligence, provided that County approves a work order with associated expense estimate, Lessor agrees to perform such repair or maintenance and County agrees to reimburse Lessor within thirty (30) days.

In the event Lessor neglects, fails, or refuses to maintain said Premises as aforesaid, following thirty (30) days after written notice from County to Lessor providing notice of such neglect or failure or refusal County may, notwithstanding any other termination provisions contained herein:

A. Thirty (30) days (extended to the extent of any Force Majeure or County delay) following a second written notice of such neglect or failure or refusal, County may terminate this Lease with written notice to the Lessor; or

B. At County's sole option, cure any such default by performance of any act, including payment of money, and subtract the cost thereof plus reasonable administrative costs (ten percent (10%)) from the Rent.

Lessor agrees to reimburse and indemnify, and defend County for any expenses incurred because of the failure of the Premises to conform with any and all applicable laws, rules, regulations, building codes, statutes, and orders (other than non-compliance that is the result of a change in County's use to something other than general

Attachment A

office or warehouse or any alterations made by or on behalf of County to the Premises), including the costs of making any alterations, renovations, or accommodations required by the ADA, or any governmental enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against County resulting from a violation or violations of the above-cited laws, rules, regulations, building codes, statutes, and orders and regulations, and all reasonable legal expenses incurred in defending claims made under the above-referenced laws, rules, regulations, building codes, statutes, and orders, including reasonable attorneys' fees. Should Lessor fail to comply with the provisions of this Clause, the County may also exercise those remedies set forth in Clause 19(B) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES).

25. ASSIGNMENT AND SUBLETTING (3.4 SA)

- A. **General.** County shall not assign this Lease or sublet the Premises in whole or in part without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall respond in writing to County's request to assign this Lease or sublet all or any portion of the Premises within fifteen (15) days of County's request. In the event Lessor withholds consent to any such request by County, Lessor shall provide reasonable details of its reason for such withholding of consent. In the event Lessor fails to timely respond to County's request, Lessor shall be deemed to have approved such request.
- B. **Justifications for Withholding Consent.** By way of example and not limitation, Lessor shall be deemed to have reasonably withheld consent to a proposed assignment or sublease if in Lessor's reasonable opinion (i) the Premises are or may be in any way materially adversely affected thereby; (ii) the business reputation of the proposed assignee or subtenant is unacceptable; or (iii) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations of the subject sublease or assignment. Notwithstanding anything to the contrary contained herein, in no event shall it be reasonable for Lessor to withhold its consent on the basis that there is vacancy in the Building or based on the fact that the proposed assignee or sublessee currently leases space in the Building or has been or is currently in negotiations with Lessor to lease space at the Building.
- C. **Excess Profit.** If County shall make any assignment or sublease, with Lessor's consent, for a rental in excess of the rent payable under this Lease, Lessor shall be entitled to fifty percent (50%) of such excess net of County's costs which includes but is not limited to transaction costs, down time, tenant improvements, free rent, County administrative costs and commissions.

26. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (3.5 SA)

This Lease and all rights of the County hereunder are subject and subordinate to any mortgage or deed of trust which does now or may hereafter cover the Premises or any interest of Lessor therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such mortgage or deed of trust except, insofar as County is meeting its obligations under this Lease, any foreclosure of any mortgage or deed of trust shall not result in the termination of this Lease or the displacement of County.

In the event of transfer of title of the Premises, including any proceedings brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust, or by any other transfer of title covering the Premises, County shall attorn to and recognize any subsequent title holder as the Lessor under all terms, covenants and conditions of this Lease. So long as County is not in County Default per Clause 28 (DEFAULTS AND REMEDIES), County's possession of the Premises shall not be disturbed by the Lessor,

Attachment A

or its successors in interest, and this Lease shall remain in full force and effect. Said attornment shall be effective and self-operative immediately upon succession of the current title holder, or its successors in interest, to the interest of Lessor under this Lease.

Notwithstanding the above and to the extent Lessor currently has a Lender with an interest in the Premises, Lessor shall obtain and deliver to County a *Subordination, Attornment and Non-Disturbance Agreement* from Lessor's Lender. Lessor shall require all future lenders on the Premises, upon initiation of their interest in the Premises or within a reasonable time thereafter, to enter into a *Subordination, Attornment and Non-Disturbance Agreement* with County, thereby insuring County of its leasehold interests in the Premises. Said *Subordination, Attornment and Non-Disturbance Agreement* shall be in the form attached hereto and by this reference made a part hereof as Exhibit E or in a commercially reasonable form required by Lender and reasonably approved by the Sheriff, the Chief Real Estate Officer and County Counsel. Accordingly, notwithstanding anything to the contrary herein, County's obligation to enter into an agreement to subordinate its interest under this Lease to a lien or ground lease not in existence as of the date of this Lease shall be conditioned upon the holder of such lien, or a ground Lessor, as applicable, confirming in writing that County's leasehold interest hereunder shall not be disturbed so long as no County Default exists under this Lease.

Foreclosure shall not extinguish this Lease, and any lender or any third party purchasing the Premises at foreclosure sale shall do so subject to this Lease and shall thereafter perform all obligations and be responsible for all liabilities of the Lessor under the terms of this Lease.

Upon default by Lessor of any note or deed of trust, County may, at its option, make all lease payments directly to Lender, and same shall be applied to the payment of any and all delinquent or future installments due under such note or deed of trust.

27. ESTOPPEL CERTIFICATE (3.6 SA)

County agrees that the Sheriff shall furnish upon receipt of a written request from Lessor or the holder of any deed of trust or mortgage covering the Premises or any interest of Lessor therein ("**Lessor Representative**"), County's standard form *Estoppel Certificate* (consistent with the form attached hereto in Exhibit E) containing information as to the current status of the Lease. Said standard form *Estoppel Certificate* shall be completed by County in a timely manner and shall be approved by Chief Real Estate Officer and County Counsel.

28. DEFAULTS AND REMEDIES (3.7 SA)

County Default:

County shall be deemed in default of this Lease if: a) in the event of any monetary breach of this Lease by County, Lessor shall notify County in writing of such breach, and County shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, County fails within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**County Default**").

Lessor Default:

Attachment A

Lessor shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by Lessor, County shall notify Lessor in writing of such breach, and Lessor shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, Lessor fails within fifteen (15) days after receipt by Lessor of written notice specifying wherein such obligation of Lessor has not been performed; provided however, that if the nature of Lessor's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then Lessor shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "Lessor Default").

County Remedies:

If the Lessor Default is a result of a monetary breach by Lessor in the payment of any amounts due hereunder, County may withhold such amount from the next scheduled Rent payment. County's remedies as the result of Lessor Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

Lessor Remedies:

If the County Default is a result of a monetary breach by County in the payment of the Rent, pursuant to Clause 9 (RENT), Lessor may declare all rent payments to the end of County's current fiscal year to be due, including any delinquent rent from prior budget years. However, in no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the Term of this Lease. Lessor's remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity. Upon a County Default for failure to pay Rent and County abandons the Premises, in addition to any other remedies available to Lessor at law or in equity and under this Lease, Lessor shall have the remedy described in California Civil Code Section 1951.4 (Lessor may continue this Lease in effect after County's Default for failure to pay Rent and abandonment and recover Rent as it becomes due, provided County has the right to sublet or assign, subject only to reasonable limitations).

29. LABOR CODE COMPLIANCE (3.8 SA)

Lessor acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the Commencement Date of the Term of this Lease or any such future improvements or modifications performed by Lessor at the request of County shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than \$1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, Lessor shall 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. Lessor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for County within the Premises. Lessor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

Attachment A

As required by applicable law, Lessor shall maintain payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request, Lessor shall provide the County updated, certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for Lessor to perform improvements or modifications on space currently leased by County or for which County has entered into a lease or lease amendment.

30. RIGHT TO WORK AND MINIMUM WAGE LAWS (3.9 SA)

In accordance with the United States Immigration Reform and Control Act of 1986, Lessor shall require its employees that directly or indirectly service the Premises or this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Lessor shall also use commercially reasonable efforts to verify that its contractors or any other persons servicing the Premises or 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.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, Lessor 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. Lessor shall use commercially reasonable efforts to verify that all its contractors or other persons servicing the Premises on behalf of the Lessor also pay their employees no less than the greater of the Federal or California Minimum Wage.

Lessor shall use commercially reasonable efforts to verify 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.

Notwithstanding the minimum wage requirements provided for in this clause, Lessor, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause 29 (LABOR CODE COMPLIANCE) of this Lease.

31. DEBT LIMIT (4.0 SA)

Lessor acknowledges and agrees that the obligation of the County to pay rent under this Lease is contingent upon the availability of County funds which are appropriated or allocated by the County's Board of Supervisors for the payment of rent hereunder. In this regard, in the event that this Lease is terminated due to an uncured default of the County hereunder, Lessor may declare all rent payments to the end of County's current fiscal year to be due, including any delinquent rent from prior budget years. In no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the Term of the Lease. The Parties acknowledge and agree that the limitations set forth above are required by Article 16, section 18, of the California Constitution. Lessor acknowledges and agrees that said Article 16, section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts with the provisions of this paragraph. Notwithstanding the foregoing, Lessor may have other rights or civil remedies to seek relief due to the County's Default under the Lease.

Attachment A

32. COUNTY PROPERTY (4.1 N)

All trade fixtures, merchandise, inventory, telecommunications equipment, supplemental air conditioning equipment and all personal property placed in or about the Premises by, at the direction of or with the consent (express or implied) of the County, its employees, agents, licensees or invitees, shall be at the sole risk of the County, and Lessor shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of Lessor's negligence or willful misconduct and not otherwise waived pursuant to Clause 33 (LESSOR'S RIGHT OF ENTRY) below and not covered by the insurance consistent with Clause 60 (COUNTY INSURANCE) herein. Lessor hereby waives any and all lien rights, whether statutory or common law or established pursuant to this Lease, that Lessor may have as "landlord" with respect to any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of County presently or which may hereafter be situated within the Premises.

33. LESSOR'S RIGHT OF ENTRY (4.2 N)

Upon reasonable verbal notice (which shall not be less than forty-eight (48) hours) to County (except in an emergency [which shall mean immediate risk of injury to person or property] in which case no notice shall be required, provided that Lessor shall first call County) and in the presence of County, Lessor, its agents, employees and contractors and any mortgagee of the Premises shall have the right to enter the Premises during regular business hours (a) to inspect the Premises; (b) to exhibit the Premises to prospective tenants during the last six (6) months of Term or any Extension Term, as applicable, or any time County is in material default hereunder, or purchasers of the Premises; (c) for any purpose which Lessor shall deem necessary for the operation and maintenance of the Premises; and (d) to abate any condition which constitutes a violation of any covenant or condition of this Lease. Notwithstanding the foregoing, the County reserves the right to restrict access to portions of the Premises based on the County's use as defined in Clause 3 (USE) and if County elects to restrict such access, Lessor shall have no obligation to provide any services and/or perform any of its obligations within such portion of the Premises unless and until such access is granted.

34. SIGNAGE (4.3 SA)

Lessor agrees to allow County to install and maintain any sign or display upon or in front of the Premises and/or Building. Such signage shall comply with all applicable laws and zoning and site plan requirements.

35. AUTHORITY (4.4 SA)

The persons executing the Lease below on behalf of County or Lessor warrant that they have the power and authority to bind County or Lessor to this Lease.

36. LEASE ORGANIZATION (4.5 SA)

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

37. SUCCESSORS IN INTEREST (4.6 SA)

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto. In the event Lessor transfers its interest in the Premises or the Building, Lessor shall be released from liability hereunder which accrues after the date of such transfer, provided that the transferee has assumed all of Lessor's rights

Attachment A

and obligations hereunder.

38. AMENDMENT (4.7 SA)

This Lease sets forth the entire agreement between Lessor and County and any modification must be in the form of a written amendment.

39. PARTIAL INVALIDITY (4.8 SA)

If any term, covenant, condition, or provision of this Lease 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.

40. WAIVER OF RIGHTS (4.9 SA)

The failure of Lessor or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Lessor or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

41. HOLDING OVER (5.0 SA)

In the event County shall continue in possession of the Premises after the Term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

42. EARTHQUAKE SAFETY (5.1 N)

Lessor hereby confirms that to Lessor's actual knowledge as of the Effective Date, the Premises was in compliance with all applicable seismic safety regulations and building codes at the time of construction.

43. QUIET ENJOYMENT (5.2 SA)

Lessor agrees that, subject to the terms, covenants and conditions of this Lease, County may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Premises.

44. ADMINISTRATIVE COSTS (5.3 N)

Lessor shall compensate County for the administrative costs absorbed by County which occur as a result of negotiating and administering documents (i.e., Non-Disturbance and Atornment Agreements and Estoppel Certificates) ninety (90) days after the commencement of this Lease if required to satisfy Lessor's Lender whether or not said Lender decides to grant a loan to Lessor. Said compensation amount shall be determined by multiplying the hourly rate of the County staff by the number of hours spent to negotiate, prepare and execute said documents and shall be paid to County within thirty (30) days of Lessor's receipt of County's invoice for said administrative services. Said administrative costs shall not exceed one thousand five hundred dollars (\$1,500.00). Should Lessor fail to compensate County within said thirty (30) days, County has the option to deduct the amount from Rent payable.

Attachment A

45. GOVERNING LAW AND VENUE (5.4 SA)

This agreement 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 agreement, 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.

46. ATTORNEYS' FEES (5.5 SA)

In the event of a dispute between Lessor and County concerning claims arising out of this Lease, or in any action or proceeding brought to enforce or interpret any provision of this Lease or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

47. TIME (5.6 SA)

Time is of the essence of this Lease.

48. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (5.7 SA)

In accordance with California Civil Code 1938(e), "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."

Pursuant to California Civil Code 1938, Lessor hereby represents that the Premises has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. However, if it is determined that a violation of handicapped access laws (including the Americans with Disabilities Act) existed at the Premises as of the Commencement Date, Lessor shall correct such non-compliance at Lessor's cost.

49. FORCE MAJEURE (5.8 N)

For purposes of this Lease, the term "**Force Majeure**" means an actual delay caused by any of the following events which are beyond the control of either Party: act of God, unavailability of equipment or materials (but only if such equipment and materials were ordered in a timely fashion), enemy or terrorist act, act of war, riot or civil commotion, strike, lockout or other labor disturbance, fire, earthquake, explosion, pandemic, epidemic, governmental delays (including nonstandard delays in issuance of any permit or other necessary governmental approval or the scheduling of any inspections or tests), nonstandard delays by third party utility providers, or any other matter of any kind or character beyond the reasonable control of the Party delayed or failing to perform under this Lease despite such Party's best efforts to fulfill the obligation. "**Best Efforts**" includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure shall not include inability to obtain financing or other lack of funds. Lessor and

Attachment A

County shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by Force Majeure.

50. CONDEMNATION (5.9 N)

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, “**Condemnation**”), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If all or a material portion of the rentable area of the Premises are taken by Condemnation, County may, at County’s option, to be exercised in writing within thirty (30) days after Lessor shall have given County written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. Lessor shall also have the right to terminate this Lease if there is a taking by Condemnation of any portion of the Building or property which would have a material adverse effect on Lessor’s ability to profitably operate the remainder of the Building. If neither Party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken or for severance damages. County hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

51. CONSENT OR APPROVAL (6.0 SA)

Unless expressly stated otherwise, where the consent or approval of a Party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

52. UNENFORCEABLE PROVISIONS (6.1 SA)

If any paragraph or clause hereof shall be determined illegal, invalid or unenforceable, it is the express intention of the Parties hereto that the remainder of the Lease shall not be affected thereby, and it is also the express intentions of the Parties hereto that in lieu of each paragraph or clause of this Lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this Lease a paragraph or clause as similar in terms to such illegal or invalid or unenforceable paragraph or clause as may be possible and may be legal, valid and enforceable.

53. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (6.2 SA)

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure as defined above in Clause 49 (FORCE MAJEURE), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

54. STATE AUDIT (6.3 SA)

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Lease involves expenditures and/or potential expenditures of State funds aggregating in excess of ten thousand dollars (\$10,000), Lessor shall be subject to the examination and audit of the Auditor General of the

Attachment A

State of California for a period of three years after final payment by County to Lessor under this Lease. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

55. DESTRUCTION OF OR DAMAGE TO PREMISES (6.4N)

“**Partial Destruction**” of the Premises shall mean damage or destruction to the Premises, for which the repair cost is less than twenty-five percent (25%) of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

“**Total Destruction**” of the Premises shall mean damage or destruction to the Premises, for which the repair cost is twenty-five percent (25%) or more of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

In the event of a Partial Destruction of the Premises, Lessor shall immediately pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be completed by Lessor, at Lessor’s sole cost, within two hundred and ten (210) days of the occurrence of said Partial Destruction or within an extended time frame as may be authorized, in writing, by County. The Partial Destruction of the Premises shall in no way render this Lease and/or any option to purchase, granted herein, null and void; however, rent payable by County under the Lease shall be abated in proportion to the extent County’s use and occupancy of the Premises is adversely affected by said Partial Destruction, demolition, or repair work required thereby. Should Lessor fail to complete necessary repairs, for any reason, within two hundred and ten (210) days, or other time frame as may be authorized by County, County may, at County’s sole option, terminate the Lease or complete necessary repair work and deduct the actual and reasonable cost thereof, including labor, materials, and overhead from any rent thereafter payable.

In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for occupancy, this Lease and/or any option granted herein shall in no way be rendered null and void and Lessor shall immediately instigate action to rebuild or make repairs, as necessary, to restore the Premises (including replacement of all tenant improvements) to the condition which existed immediately prior to the destruction. All rent payable by County shall be abated until complete restoration of the Premises is accepted by County. In the event Lessor refuses to diligently pursue or is unable to restore the Premises to an occupiable condition (including replacement of all tenant improvements) within three hundred sixty (360) days of the occurrence of said destruction or within an extended time frame as may be authorized, in writing, by County, County may, at County’s sole option, terminate this Lease or complete the restoration and deduct the actual and reasonable cost thereof, including labor, materials, and overhead from any rent payable thereafter.

Further, Lessor, at County’s request and subject to availability, shall provide a suitable, County-approved temporary facility (“**Facility**”) for County’s use during the restoration period for the Premises. The Facility may be leased, at market rate, under a short-term lease, for which the County will reimburse Lessor the cost thereof, on a monthly basis.

Notwithstanding anything to the contrary in this Clause 55, Lessor and County shall each have the right to terminate this Lease, exercisable by notice to the other Party within one hundred and twenty (120) days after the damage or destruction, in each of the following instances: (i) If more than fifty percent (50%) of the full insurable value of the Building is damaged or destroyed; or (ii) If the Premises or the Building sustains Total Destruction or the Premises is legally declared unsafe or unfit for occupancy during the last twelve (12) months of the Term, in which case notice of termination shall be given as soon as is commercially reasonable.

Attachment A

56. SECURITY SERVICES (6.5 SA)

During the Term (as the same may be extended), County may, at its sole cost and expense, engage its own security personnel to provide security to the Premises and to County's employees, personnel, agents, licensees and/or invitees going to and from the Premises. Such security personnel shall be solely for the benefit of County and shall not be relied on by Lessor. County shall indemnify, defend and hold Lessor harmless from any third-party claim (including reasonable legal defense costs) arising from or in connection with County's security personnel being present at the Premises or Building.

57. COMMISSION (6.6 SA)

County's obligations and responsibilities under this Lease are contingent upon the Lessor paying to County's broker, Jones Lang LaSalle, a commission as a result of this lease transaction. Said commission shall be paid to Jones Lang LaSalle after execution of this Lease by County consistent with a separate agreement between Lessor and Jones Lang LaSalle.

Should Jones Lang La Salle not receive the above amount within the specified time period, County may deduct any unpaid amount from future Rent.

58. NOTICES (6.7 SA)

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: Lessor

GVI-SW BELL AVE OWNER, LLC
c/o GEM Realty Capital, Inc.
900 N. Michigan Avenue, Suite 1450
Chicago, Illinois 60611
Attn: Steve Benos

with a copy to:

GVI-SW BELL AVE OWNER, LLC
c/o Steelwave
3335 Susan Street, Suite 250
Costa Mesa, CA 92626
Attn: Property Manager

To: County

County of Orange
Sheriff-Coroner
320 N. Flower Street
Santa Ana, CA 92703
Attn:
Real Estate Manager

With a copy to:

County Executive Office
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701
Attention: Thomas A. Miller, Chief Real
Estate Officer

59. ATTACHMENTS (6.8 S)

This Lease includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS

Attachment A

Exhibit A - Description of Premises

Exhibit B - Depiction of Premises

Exhibit C - The Work

Exhibit D - *Intentionally Omitted*

Exhibit E - Form of Subordination, Attornment and Non-Disturbance Agreement and Estoppel Certificate

Exhibit F - Work Acceptance Letter

60. COUNTY INSURANCE (N)

County shall maintain a program of self-insurance at its own expense for its liability exposures including commercial general liability with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate, auto liability with a minimum limit of \$1,000,000 per occurrence, Workers Compensation with statutory limit and Employers' Liability insurance with a \$1,000,000 limit. Evidence of the County's self-insurance shall be provided upon request, with Lessor and Lessor's Property Manager named as an Indemnified Party on the County's program of self-insurance.

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Attachment A

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

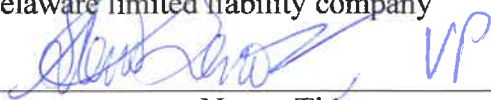
APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: 
Deputy

LESSOR

GVI-SW BELL AVE OWNER, LLC
A Delaware limited liability company

By:  VP
Name, Title

By: _____
Name, Title

RECOMMENDED FOR APPROVAL:

OCSD

By: 
Director of Administration

COUNTY EXECUTIVE OFFICE

By: 
Real Estate Manager

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE BOARD
PER GC § 25103, RESO. 79-1535

Attest:

COUNTY

COUNTY OF ORANGE

ROBIN STIELER
Clerk of the Board of Supervisors
of Orange County, California

Chairman of the Board of Supervisors
Orange County, California

Attachment A

EXHIBIT A

DESCRIPTION OF PREMISES

PROJECT NO: PM 1239-70
PROJECT: Lease

DATE: 3-16-2021
VERIFIED BY: JWb

All the Premises shown crosshatched on a plot plan marked Exhibit B, attached hereto and made a part hereof, and being legally described as follows:

The Land referred to herein below is situated in the City of Tustin, County of Orange, State of California, and is described as follows:

PARCEL 2, AS SHOWN ON A MAP FILED IN BOOK 52 PAGE 38 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND AS RESERVED IN THE DEED FROM THE IRVINE COMPANY, A MICHIGAN CORPORATION, SUCCESSOR BY MERGER WITH IRVINE INDUSTRIAL COMPLEX, A CALIFORNIA CORPORATION, RECORDED MAY 30, 1980 IN BOOK 13622, PAGE 996 OFFICIAL RECORDS.

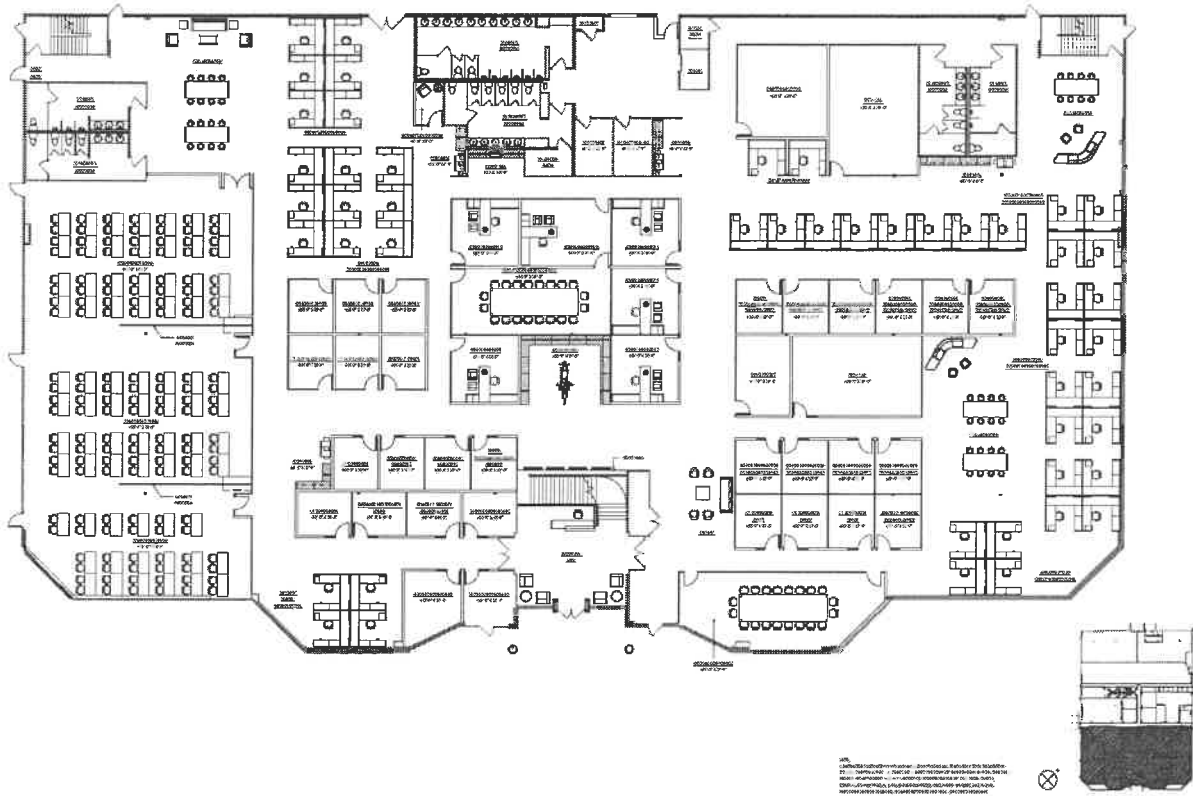
NOT TO BE RECORDED

Attachment A

EXHIBIT B

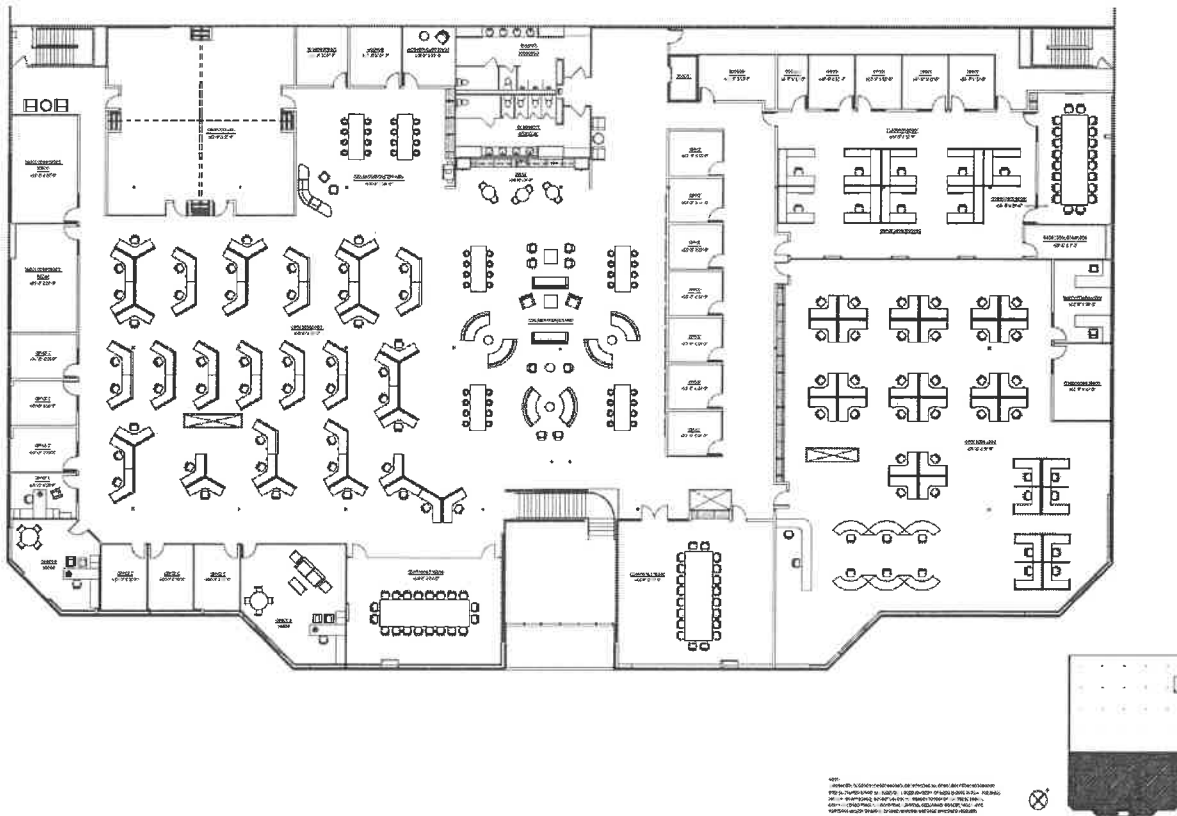
DEPICTION OF PREMISES

Ground floor Office:



Attachment A

Second Floor Office:



Attachment A

EXHIBIT C

WORK LETTER

This Work Letter shall supplement the terms and conditions relating to the construction of the Work in the Premises as set forth in Clause 13 (CONSTRUCTION) of the Lease. If any conflict shall arise between this Exhibit C and the Lease, the terms and conditions of the Lease shall prevail. This Work Letter is essentially organized chronologically and addresses the issues of the construction, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Work Letter to Clauses or Sections of “this Lease” or “the Lease” shall mean the relevant portion of Clauses 1 through 60 of the Lease to which this Work Letter is attached as Exhibit C and of which this Work Letter forms a part, and all references in this Work Letter to Sections of “this Work Letter” shall mean the relevant portion of Sections 1 through 6 of this Work Letter. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

SECTION 1. - CONSTRUCTION DRAWINGS FOR THE PREMISES

Space Plan. Lessor and its architect shall prepare the final space plan for construction of the Work (collectively, the “**Final Space Plan**”), and shall deliver the Final Space Plan to County for County’s approval, such approval not to be unreasonably withheld, conditioned or delayed. County shall have five (5) business days to review and approve such Final Space Plan. If County does not approve the Final Space Plan in accordance with this Section, County shall provide reasons for said disapproval and allow Lessor ten (10) business days to provide the revised Final Space Plan taking into account County’s reasons for disapproval. Failure of County to reasonably disapprove any draft of the Final Space Plan within said five (5) business day period shall be deemed to constitute County’s approval thereof. This process shall be repeated until the Final Space Plan has been approved; it being agreed that County’s right to raise objections (following County’s initial objections to Lessor’s first submission of the Final Space Plan) shall be limited to (a) the revisions made to the previous submission of the Final Space Plan in order to address County’s prior objections or changes which are derivative of changes resulting from such prior objections and/or (b) revisions to design elements not previously a part of the Final Space Plan previously submitted to County.

Final Working Drawings. Lessor and its architect and engineers shall complete the architectural and engineering drawings for the Premises. The final architectural working drawings shall be in a form which is complete to allow subcontractors to bid on the Work and to obtain all applicable permits (collectively, the “**Final Working Drawings**”) and shall submit the same to County for County’s approval, such approval not to be unreasonably withheld, conditioned or delayed. County shall approve or reasonably disapprove any draft of the Final Working Drawings within seven (7) business days after County’s receipt thereof; provided, however, that (i) County shall not be entitled to disapprove any portion, component or aspect of the Final Working Drawings which are consistent with the Final Space Plan unless (y) County agrees to pay for the additional cost (if any) resulting from such change in the Final Space Plan as part of the over-allowance amount pursuant to Section 2 below, and (z) County agrees that any such delays caused by such change(s) shall be deemed a delay caused by the County for all purposes of this Work Letter,

Attachment A

Schedule 1 attached hereto and the Lease, and (ii) any disapproval of the Final Working Drawings by County shall be accompanied by a detailed written explanation of the reasons for County's disapproval. Failure of County to reasonably disapprove any draft of the Final Working Drawings within said seven (7) business day period shall be deemed to constitute County's approval thereof. This process shall be repeated until the Final Working Drawings have been approved; it being agreed that County's right to raise objections (following County's initial objections to Lessor's first submission of the Final Working Drawings) shall be limited to (a) the revisions made to the previous submission of the Final Working Drawings in order to address County's prior objections or changes which are derivative of changes resulting from such prior objections and/or (b) revisions to design elements not previously a part of the Final Working Drawings previously submitted to County. The Final Working Drawings, as approved by Lessor and County, may be referred to herein as the "**Approved Working Drawings.**" County shall make no changes or modifications to the Final Space Plan or the Approved Working Drawings without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion if such change or modification would directly or indirectly delay the Substantial Completion of the Work or increase the cost of designing or constructing the Work. Lessor shall promptly submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to allow Contractor as that term is defined in Section 3, below, to commence and fully complete the construction of the Work (the "**Permits**"). County shall cooperate with Lessor in promptly executing permit applications and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Lessor, provided that Lessor may withhold its consent, in its sole discretion, to any change in the Approved Working Drawings if such change would directly or indirectly delay the Substantial Completion of the Work.

SECTION 2. - TIME DEADLINES (AS DEFINED IN SCHEDULE 1).

County shall use its good faith efforts and due diligence to cooperate with the Lessor, its architect, and the engineers to complete all phases of the construction drawings and the permitting process and to receive the Permits, and with Contractor (as defined below in Section 4) as soon as possible after the execution of the Lease, and, in that regard, shall meet with Lessor on a scheduled basis to be determined by Lessor, to discuss the progress in connection with the same. The applicable dates for approval of items, plans and drawings as described in this Section 1, above, and in this Work Letter are set forth and further elaborated upon in Schedule 1 attached hereto. County agrees to comply with the timeline in Schedule 1.

SECTION 3. - ALLOWANCE AMOUNT EXCEEDED

In the event that after County's execution of this Lease, any revisions, changes, or substitutions shall be made to (i) the Space Plan, (ii) the Approved Working Drawings (once the same are completed), (iii) the Work, or in the event that County requests revisions, changes, or substitutions which cause the Approved Working Drawings to not be a logical extension of the Space Plan, then any additional costs which arise in connection with such revisions, changes or substitutions shall be paid by County to Lessor within sixty (60) days following receipt of Lessor's written request therefor or as otherwise provided in the Lease. In addition, if the cost of the Work exceeds the

Attachment A

amount of the Allowance, County shall pay the excess amount to Lessor within sixty (60) days following receipt of Lessor's written request therefor.

SECTION 4. - CONTRACTOR'S WARRANTIES AND GUARANTIES

Lessor shall assign to County (on a non-exclusive basis) all warranties and guaranties by the Contractor who constructs the Work (the "Contractor") relating to the Work and pursuant to said assignment, County hereby waives all claims against Lessor relating to, or arising out of the construction of, the Work. Lessor shall independently retain Contractor, on behalf of County, to construct the Work in accordance with the Approved Working Drawings and Lessor shall supervise the construction by Contractor.

SECTION 5. - COUNTY'S COVENANTS

County hereby indemnifies, defends and holds harmless Lessor for any loss, claims, damages or delays arising from the negligence, acts or omissions of County, its agents, including, but not limited to any space planner, architect or engineer hired by County in connection with the Work.

SECTION 6. - MISCELLANEOUS

6.1 Freight Elevators. Lessor shall make the freight elevator (if applicable) reasonably available to County in connection with initial decorating, furnishing and moving into the Premises, if applicable.

6.2 County's Representative. County has designated the Sheriff's Real Estate Manager, whom as of the Effective Date is Deena Fulghum as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in this Work Letter.

6.3 Lessor's Representative. Lessor has designated Hayley Fisher as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to County, shall have full authority and responsibility to act on behalf of the Lessor as required in this Work Letter.

6.4 Time of the Essence in This Work Letter. Unless otherwise indicated, all references herein to a number of days shall mean and refer to calendar days. In all instances where County is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, at Lessor's sole option, at the end of such period the item shall automatically be deemed approved or delivered by County and the next succeeding time period shall commence.

6.5 Cooperation by County. County acknowledges that the timing of the completion of the Approved Working Drawings and the Work is of the utmost importance to Lessor. Accordingly, County hereby agrees to fully and diligently cooperate with all reasonable requests by Lessor in connection with or related to the design and construction of the Work, and in connection therewith, shall respond to Lessor's requests for information and/or approvals, except as specifically set forth herein to the contrary, within seven (7) business days following request by Lessor.

Attachment A

6.6 Punch List. Upon Substantial Completion of the Work, Lessor and County shall comply with the terms and conditions of Clause 13E (CONSTRUCTION) of the Lease with respect to preparation of a punch list and completion of such punch list items.

Attachment A

SCHEDULE 1 TO WORK LETTER

Estimated Schedule

Mutual Lease Execution	April 27, 2021
Design and Construction Drawings	June 29, 2021 (9 weeks)
Plan Check/Permit Approval	September 8, 2021 (6 weeks)
Construction Commencement: Interior TIs	August 4, 2021
Substantial Completion Date	January 7, 2022

Attachment A

EXHIBIT D

Intentionally Omitted

Attachment A

EXHIBIT E

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS IS A SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT, made _____, 2017, by and between the County of Orange ("County") and _____ ("Lender").

A. By lease dated _____, ("Lease"), _____ ("Lessor") leased to County and County leased from Lessor those certain Premises described as _____, Santa Ana, California.

B. Lender is the holder or about to become the holder of a mortgage or Deed of Trust ("Note") which constitutes or will constitute a lien against the Premises leased by County pursuant to the aforesaid Lease.

C. Lender has requested that County execute a Subordination, Attornment and Non-Disturbance Agreement in accordance with the terms of the Lease.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of the Lease, all rights of County thereunder are or shall become subordinate to the Note and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event that Lender succeeds to the interest of Lessor under the Lease, by reason of foreclosure of the Note, by other proceedings brought to enforce any rights of Lender under the Note, by deed in lieu of foreclosure, or by any other method, County shall promptly attorn to Lender under all of the terms, covenants, and conditions of the Lease for the balance of the then-current term (and any extension or renewals thereof which may be effective in accordance with any option therefor contained in the Lease), with the same force and effect as if Lender were the Lessor under the Lease. Lender or its successors in interest shall not disturb the interests of County under said Lease, but shall allow said interests to continue in full force and effect for the balance of the then-current term and any extension available to County which may be provided in accordance with the Lease. Said attornment shall be effective and self-operative immediately upon Lender's succession to the interest of Lessor under the Lease.

3. This agreement may not be modified orally or in any manner other than by written agreement signed by the parties hereto or their respective successors or assigns. All of the terms, covenants, and conditions herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

COUNTY:

By: _____ Date: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per Resolution No. 98-75 and Minute Order 3/10/1998
of the Board of Supervisors

APPROVAL AS TO FORM

County Counsel

By: _____ Date: _____
Deputy

LENDER:

(Lender Name, same as above)

By: _____

Name: _____
(Print)

Title: _____

Project/Parcel No.:

Attachment A

Project Name:

ESTOPPEL CERTIFICATE

TO:

As of the date of this Estoppel Certificate the undersigned, as a "tenant" under that lease dated _____, between _____ ("Lessor") and the County of Orange, a political subdivision of the State of California ("County"), does hereby acknowledge the following:

1. The aforesaid lease, subject to article 2 below, constitutes the entire agreement between Lessor and County and is in full force and effect.
2. (Check One)
 - The aforesaid lease has not been modified, altered, or amended.
 - The aforesaid lease has been modified pursuant to that document(s) attached hereto.
3. The term of the lease is _____ years. The lease commenced on _____ and will expire on _____.
4. The term of the lease is subject to County's option to terminate/extend as follows:

5. The lease rental rate is \$_____ per month, no rent has been paid in advance except as set forth in the lease, and County (in its capacity as "tenant," and not as a governmental agency) has received no notice of a prior assignment, hypothecation, or pledge of the lease from Lessor.
6. County has accepted and is now in possession of the leased premises.
7. The addresses for notices to be sent to County are set forth in Clause ____ (_____) of the lease.
8. County has no charge, lien, or claim of offset under this lease against rents or other charges due or to become due and, to the actual knowledge of County, Lessor is not now in default under the lease.

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL

COUNTY
COUNTY OF ORANGE

By _____
Deputy

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office/Real Estate

Date: _____

Certificate Date: _____

Attachment A

EXHIBIT F

WORK ACCEPTANCE LETTER

RE: Premises Located at 1382 Bell Avenue, Tustin, California 92780.

Lessor and County, without limiting any of County's rights and remedies expressly set forth in Exhibit C and this Lease or Lessor's obligations thereunder regarding completion of Lessor's Work in accordance with Clause 13 (CONSTRUCTION), agree and acknowledge that:

Check all that apply:

<input type="checkbox"/>	<p>LESSOR WORK <u>IS</u> COMPLETE, COUNTY ACCEPTS POSSESSION OF THE PREMISES (WITH NO PUNCH LIST ITEMS):</p> <p>The Work to the Premises constructed by Lessor has been completed and accepted by County without any outstanding punch list items. The Premises are in acceptable condition and Lessor delivered in compliance with all of the requirements contained in <u>Exhibit C</u> and Clause 13 (CONSTRUCTION) of the Lease.</p>
<input type="checkbox"/>	<p>LESSOR WORK <u>IS</u> COMPLETE WITH <u>PUNCH LIST ITEMS OUTSTANDING</u>, COUNTY ACCEPTS POSSESSION OF THE PREMISES:</p> <p>The Work to the Premises constructed by Lessor has been SUBSTANTIALLY COMPLETED and accepted by County WITH THE EXCEPTION OF THE FOLLOWING OUTSTANDING PUNCH LIST ITEMS (see itemized list below).</p> <p>Lessor has thirty (30) days following receipt of this Work Acceptance Letter to complete all punch list items.</p> <p>Punch List Items Remaining of The Work: (Attach additional pages if necessary)</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Attachment A

	Anticipated Punch List Completion Date: _____
<input type="checkbox"/>	<p>LESSOR WORK IS <u>NOT</u> COMPLETE, COUNTY REJECTS POSSESSION OF THE PREMISES:</p> <p>Lessor has not completed the Work per the requirements defined in the Lease specifically in Clause 13 (CONSTRUCTION) and <u>Exhibit C</u>.</p>

The information set forth in this Acknowledgment is true and correct as of the date hereof. This Acknowledgment shall be binding on the Parties and upon the successors and assigns of County.

Lessor: _____ Print Name: _____ Title: _____ Date: _____	Sheriff's Real Estate Manager: _____ Print Name: _____ Title: _____ Date: _____
---	--

Attachment B

PM 1239-70
Sheriff/Coroner
1382 Bell Avenue
Tustin, California, 92780

LEASE SUMMARY

LESSOR

GVI-SW BELL AVE OWNER, LLC, a Delaware limited liability company

COUNTY

County of Orange

LOCATION

1382 Bell Avenue, Tustin CA 92780

PREMISES

Approximately 120,000 rentable square feet of industrial and warehouse space, together with non-exclusive, in common use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to the Premises.

PARKING

County shall have the exclusive right, without additional charge, to use all the parking spaces on the Premises. Lessor shall also provide parking for disabled persons in accordance with the American with Disabilities Act, Section 7102 of the California Uniform Building Code.

County shall have the right, at its sole discretion and in accordance with applicable laws, to install security fences and access control points around the Building's parking lot without Lessor approval.

USE

County shall use the Premises for general office and warehouse purposes or any other lawful purpose. County shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

TERM

20 years, commencing the first day of the first full calendar month following the Final Completion Date of the Work ("Commencement Date").

Attachment B

PM 1239-70
 Sheriff/Coroner
 1382 Bell Avenue
 Tustin, California, 92780

OPTION TO EXTEND

County shall have the option to extend the Term (the “Option(s)”) of this Lease for two (2) five (5) year periods beyond the initial twenty (20) year Term (each an “Extension Term”). The Fair Market Rental Value, which shall be negotiated at the time of the Option(s) as set forth below, shall not exceed fair market value at the time of the County’s notice to Lessor of its intent to exercise its Option(s) to extend. County shall give Lessor written notice of its Option(s) to extend the Term no sooner than twelve (12) months and no later than nine (9) months prior to the expiration of the initial Term or the then current Extension Term, as applicable.

RENT

Term	Dates	Price Per Sq. Ft.	Monthly Rent	Square Feet	No. of Mos./Yrs.	Aggregate Rent
Months	1 - 12	\$ 2.55	\$ 306,000.00	120,000	12	\$ 3,672,000.00
Months	13 - 24	\$ 2.63	\$ 315,180.00	120,000	12	\$ 3,782,160.00
Months	25 - 36	\$ 2.71	\$ 324,635.40	120,000	12	\$ 3,895,624.80
Months	37 - 48	\$ 2.79	\$ 334,374.46	120,000	12	\$ 4,012,493.54
Months	49 - 60	\$ 2.87	\$ 344,405.70	120,000	12	\$ 4,132,868.35
Months	61 - 72	\$ 2.96	\$ 354,737.87	120,000	12	\$ 4,256,854.40
Months	73 - 84	\$ 3.04	\$ 365,380.00	120,000	12	\$ 4,384,560.03
Months	85 - 96	\$ 3.14	\$ 376,341.40	120,000	12	\$ 4,516,096.83
Months	97 - 108	\$ 3.23	\$ 387,631.64	120,000	12	\$ 4,651,579.74
Months	109 - 120	\$ 3.33	\$ 399,260.59	120,000	12	\$ 4,791,127.13
Months	121 - 132	\$ 3.43	\$ 411,238.41	120,000	12	\$ 4,934,860.94
Months	133 - 144	\$ 3.53	\$ 423,575.56	120,000	12	\$ 5,082,906.77
Months	145 - 156	\$ 3.64	\$ 436,282.83	120,000	12	\$ 5,235,393.98
Months	157 - 168	\$ 3.74	\$ 449,371.32	120,000	12	\$ 5,392,455.80
Months	169 - 180	\$ 3.86	\$ 462,852.46	120,000	12	\$ 5,554,229.47
Months	181 - 192	\$ 3.97	\$ 476,738.03	120,000	12	\$ 5,720,856.35
Months	193 - 204	\$ 4.09	\$ 491,040.17	120,000	12	\$ 5,892,482.04
Months	205 - 216	\$ 4.21	\$ 505,771.38	120,000	12	\$ 6,069,256.51
Months	217 - 228	\$ 4.34	\$ 520,944.52	120,000	12	\$ 6,251,334.20
Months	229 - 240	\$ 4.47	\$ 536,572.85	120,000	12	\$ 6,438,874.23

Attachment B

PM 1239-70
Sheriff/Coroner
1382 Bell Avenue
Tustin, California, 92780

RIGHT OF FIRST OFFER TO PURCHASE THE BUILDING

During the Term and Extension Term(s), County will have a continuing exclusive four (4) week right to negotiate, prior to the Lessor commencing marketing of the Building for sale. If Lessor and County do not agree upon the terms upon the County will purchase the Building within such four (4) week period, then Lessor shall be free to sell the Building to any party on any terms Lessor desires.

TENANT IMPROVEMENT ALLOWANCE

Lessor shall provide County with a tenant improvement allowance not to exceed seventy-five dollars (\$75.00)/per RSF (totaling \$9,000,000) toward the Work or for any other Lease related expense, improvement or otherwise, as determined by the County. Additionally, Lessor shall provide a supplemental allowance of twenty-five dollars (\$25.00)/RSF (totaling \$3,000,000.00) to be used at County's sole discretion toward FF&E, relocation costs, cabling and telecommunications.

ALTERATIONS

County may make improvements and changes in the Premises, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by the County in its discretion following the prior written notice to Lessor; provided, however that if such improvements or changes affect the Building systems, the structural portions of the Building, or can be seen from the exterior of the Premises, then County shall obtain the prior written consent of Lessor (which shall not be unreasonably withheld, conditioned or delayed) prior to the performance of the same. It is agreed that such fixtures, partitions, counters, shelving or equipment attached to or placed upon the Premises by County shall be considered as personal property of County, who shall have the right but not the obligation, to remove same, and County will repair all damage to the Premises caused by the removal of such items at its sole cost and expense. All such work will be properly permitted (including the issuance of a permit, if required) and constructed by a licensed contractor in a good and workmanlike fashion at County's sole cost and expense, including, paying to Lessor within thirty (30) days following written notice a construction oversight fee in an amount equal to five percent (5%) of the hard cost of the work performed by or on behalf of County. County agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear exempted.

COUNTY-REQUESTED ALTERATIONS

County may, during the Term of the Lease, request Lessor to make improvements and changes to the Premises as well as request Lessor to complete Additional Services to the Premises. Lessor shall not unreasonably withhold, condition or delay its consent to any such request. "Additional Services" are defined as any services requested by County that are in addition to and outside the scope of the Services completed by Lessor as such are defined below. All plans and working drawings for the improvements and changes, as well as the final work, shall have written approval of the County and Lessor. All such improvements and changes and any Additional Services requested by County shall be made by Lessor, at Lessor's sole cost, and reimbursed monthly as Additional Rent by County upon receipt by County from Lessor of a written claim for such reimbursement. County acknowledges that Lessor will also be charging

Attachment B

PM 1239-70
Sheriff/Coroner
1382 Bell Avenue
Tustin, California, 92780

a construction management fee equal to five percent (5%) of the hard cost of the work performed pursuant to this Clause 17 (COUNTY-REQUESTED ALTERATIONS) and that such construction management fee s in addition to any fees charged by the project manager selected by County, if applicable.

County shall have the right to audit said claim and require additional reasonable support documentation from Lessor prior to making reimbursement payment. County shall evidence acceptance of such claim by written letter to Lessor. Such acceptance by County will not be unreasonably withheld or delayed and if a written disapproval of any claim by Lessor is not received with thirty (30) working days after submission, such claim shall be deemed accepted. Once Lessor's claim has been accepted by County as complete and adequate, the claim amount shall be reimbursed by County to Lessor at the same time as the next scheduled monthly Rent payment following the date of written acceptance of said claim.

Lessor agrees that any County requested improvement being constructed by, or under the direction of Lessor in accordance with this Clause 17, shall be constructed in substantial compliance with County approved plans and to the extent applicable, in compliance with Federal, California, city and local laws, including by not limited to, the requirement of California Public Contract Code Section 22000 et seq., and shall require to the extent applicable, its contractor or subcontractors to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 29 (LABOR CODE COMPLIANCE) of this Lease.

INSURANCE

LESSOR shall provide:

Commercial Property and Fire Insurance: Full Value of Improvements (including the full value of all improvements and fixtures owned by Lessor)

General Comprehensive Liability Insurance:

\$1,000,000 per occurrence with a

\$2,000,000 aggregate.

SERVICES PROVIDED BY LESSOR

Lessor shall provide, at its sole cost and expense (except as otherwise provided in this Lease) any and all necessary repair, maintenance and replacement for the Premises and Building (and systems therein) including, but not limited to:

- Operating Expenses
- Structural portions of the Building /roof
- Parking facilities/paving
- Heating, ventilation, air conditioning ("HVAC") system
- Plumbing, electrical and mechanical systems
- Fire/life safety system

Attachment B

PM 1239-70
Sheriff/Coroner
1382 Bell Avenue
Tustin, California, 92780

- Elevators
- Interior and exterior maintenance repairs
- Janitorial Services
- Property/ Fire Insurance and Liability Insurance
- Taxes and Assessment

SERVICES PROVIDED BY COUNTY

County shall be responsible for utilities.

SIGNAGE

Lessor shall provide directory signage in the Building lobby and suite identification signage.

HOLDOVER

In the event County shall continue in possession of the Premises after the Term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

Attachment C

Real Property Acquisition Questionnaire* for ASR

(*Applies to property purchase, or acquisition lease, license or easement)

Instructions:

- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure that County leadership is fully informed.
- Insert the complete answer after each question below.
- When completed, save and include as an Attachment to your ASR.
- In the body of the ASR focus on the considerations relevant to the decision.
- If you need assistance, please contact CEO Real Estate.

1. What property interest is being considered for acquisition (fee, lease, license, easement)?

Lease for general office and warehouse purposes for the Sheriff.

a) Why is this property being considered for acquisition?

Sheriff needs the property to condense the Sheriff-Coroner's Technology Division ("Sheriff") current operations at the following locations: within a portion of the County-owned facility located at 840 North Eckhoff in the City of Orange, the Emergency Call Center at the County-owned Loma Ridge facility, at a leased facility at 1045 Fuller Street in Santa Ana and a portion of the Brad Gates Building, 320 N. Flower Street in Orange. Collectively, these supporting services, operations and housing of equipment will be relocated from these four facilities to the proposed leased facility at 1382 Bell Avenue in the City of Tustin.

b) How and who identified this property for a potential acquisition?

CEO/Real Estate and Sheriff have considered multiple acquisition scenarios and both agree this is the best option on the market at this time.

c) What factors are key in recommending this property for acquisition?

Low rent, convenient location that has optimal parking, and access to convenient public transportation are the key factors. Entering this lease will save time and resources that are currently spaced out over the county.

d) How does the proposed acquisition fit into the County's/District's strategic or general plan?

Providing a cost effective and convenient location for the Sheriff to provide services to Orange County residents fulfills the requirement of the County's strategic plan.

e) What are the short and long term anticipated uses of the property?

Sheriff will use the property for short and long term customer care and support.

f) Are there any limitations on the use of the property for its intended purposes?

No

2. What analysis has been performed as to whether to acquire the proposed real property interest?

CEO Real Estate Services, in collaboration with Jones, Lang, LaSalle Brokerage Firm, have determined that executing the original Lease under the agreed upon terms is the best option at this time to meet all of Sheriff's need and fits within budget constraints.

a) Have there been any internally or externally prepared reports regarding this property acquisition?

Yes

b) Who performed the analysis?

Jones Lang Lasalle Brokerage firm.

c) Provide details about the analysis and cost/benefit comparison.

The Lease is a total of 120,000 rentable square feet at a monthly rental rate of \$2.55 per rentable square foot (RSF). Lessor shall provide County with a tenant improvement allowance not to exceed seventy-five dollars (\$75.00)/per RSF (totaling \$9,000,000) toward the Work or for any other Lease related expense, improvement or otherwise, as determined by the County. The

Attachment C

monthly rental rate is extremely competitive for office space in the Tustin area. The tenant allowance will allow for much needed improvements, furniture, fixtures and equipment (FF&E).

3. How was the acquisition price, or lease/license rent, determined?
The lease rent was determined by **market rate analysis**.
 - a) Who performed the appraisal or market study and what certifications do they possess?
Jones Lang Lasalle Real Estate Brokerage firm.
 - b) How does the price/rent compare with comparable properties?
The rental amount is extremely competitive to the rental market in the Tustin Area.
 - c) Does the setting of the price/rent follow industry standards and best practices? **Yes**
 - d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable.
 - a) **Lessor is responsible for maintenance costs.**

4. What additional post-acquisition remodeling or upgrade costs will be needed for the property to meet its intended use?
The Lessor shall contribute \$75.00 per RSF or (\$9,000,000) tenant improvement allowance for mutually acceptable improvements to the premises.
 - a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? **No**
 - b) Include estimates of the costs. **N/A**
 - c) What department will be responsible for the costs? **N/A**

5. Can the County terminate the purchase/easement, lease/license? **Yes**
 - a) What would be necessary to terminate the agreement, and when can it be terminated?
County shall the option to terminate the Lease one time at the end of the one hundred and eightieth (180th) month of the Term. County shall give Lessor at least twelve (12) months' notice of said termination with a termination fee equal to Seven Million Five Hundred Thirty-Five Thousand Seven Hundred Sixty-Nine Dollars (\$7,535,769.00). Said Termination Fee is due on or before thirty (30) days prior to the termination date.
 - b) Are there penalties to terminate the purchase/easement, or lease/license?
Yes

6. What department will be responsible for the acquisition payments? **Sheriff**
 - a) Are the acquisition costs budgeted in the department's budget? **Yes**
 - b) What fund number will the funds for the acquisition ultimately be drawn from? Do we have a fund number? **Budget Control 060**
 - c) Will any restricted funds be used for the acquisition? (Check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.)
No
 - d) If restricted funds will be used, has County Counsel advised that this is an allowable use of the proposed restricted funds? **N/A**

7. Does the proposed purchase/lease/license/easement agreement comply with the CEO Real Estate standard language? **Yes**
 - a) List any modified clauses and reasons for modification.

Clause 3. PARKING; Lessor to include ADA spaces for the disabled.

Clause 7. OPTION TO EXTEND TERM; Based on Fair Market Value at time of extension

Clause 8. OPTION TO TERMINATE LEASE; Lessor agreed to a window (180th month of term) with a termination fee of \$7,535,769.00.

Clause 12. RIGHT OF FIRST OFFER TO PURCHASE THE BUILDING; County and Lessor will have a four week right to negotiate the purchase price.

Attachment C

- Clause 13. CONSTRUCTION; Specific monetary amounts and schedules to complete tasks in the lease agreement.
- Clause 16. ALTERATIONS; directions and fees associated with the alterations.
- Clause 17. COUNTY-REQUESTED ALTERATIONS; Specific directions and fees associated with additional alterations.
- Clause 19. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES; Costs that will be paid by Lessor and what will be the responsibility of County.
- Clause 20. UTILITIES; County will be responsible for utilities.
- Clause 24. BUILDING AND SAFETY REQUIREMENTS; Lessors responsibilities to keep the building a "safe place of employment".
- Clause 32. COUNTY PROPERTY; County has insured its FF&E and Lessor is not responsible.
- Clause 33. LESSOR'S RIGHT TO ENTRY; The procedures for the Lessor to enter the property.
- Clause 42. EARTHQUAKE SAFETY; Lessor's knowledge of when building was in compliance with seismic safety regulations.
- Clause 44. ADMINISTRATIVE COSTS; Lessor will compensate County for applicable administrative costs.
- Clause 49. FORCE MAJEURE; delays caused by acts that are beyond the control of both parties.
- Clause 50. CONDEMNATION; If the property is taken by eminent domain, the lease will terminate.
- Clause 55. DESTRUCTION OR DAMAGE TO THE PREMISES. Steps that Lessor must take if damage occurs.

8. If this is a lease, is it a straight lease, an operating agreement, a lease with an option to purchase, or a capital lease (see details below)? **Lease with an option to purchase**

Capital Lease Determination: At the inception of any *potential* capital lease, it is important to contact the Auditor-Controller's Capital Asset Unit for further guidance to ensure that proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County's Accounting Manual, Policy No. FA-1: *Accounting for Lease Purchases (Capital Leases)*, located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

- i) Lease transfers ownership to the County by the end of the term.
- ii) Lease contains an option to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example \$1 or \$1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)
- iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.*
- iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.*

*Criteria iii) and iv) don't apply if the lease term begins in the last 25% of a property's estimated useful life.

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller's Capital Asset Unit at capitalassets@ac.ocgov.com.



954C
MEMORANDUM

To: Clerk of the Board

From: Katrina Foley, Orange County Board of Supervisors 2nd District

Date: April 21, 2021

RECEIVED
CLERK OF THE BOARD

APR 21 2021

RE: Appointment of Vincent D. Howard to the Assessment Appeals Board No. 3

During the Orange County Board of Supervisors meeting on April 27, 2021, I would like to appoint Vincent D. Howard to the Assessment Appeals Board #3 to complete the term of September 7, 2020 to September 3, 2023. Vincent D. Howard will fill the 2nd District vacancy previously held by Julie J. Agin.

Please place this item on the 4/27/2021 agenda as a supplemental item.

CC: Frank Kim, Chief Executive Officer
Orange County Board of Supervisors



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

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

Assessment Appeals Board No.3

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Vincent		D	Howard	
<small>First Name</small>		<small>Middle Name</small>	<small>Last Name</small>	
_____		_____	_____	
Newport Beach		CA	_____	
<small>Street Address</small>		<small>City</small>	<small>State</small>	<small>Zip Code</small>
_____		_____	_____	_____
<small>Home Phone Number</small>		<small>Cell Phone Number</small>		
_____		_____		
<small>Email Address</small>				

CURRENT EMPLOYER: GIBSON & HUGHES

OCCUPATION/JOB TITLE: Trial Lawyer

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

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

ARE YOU A CITIZEN OF THE UNITED STATES: YES NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? YES NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Orange County Trial Lawyers Assoc.	2004	2021
Consumer Attorneys of CA	2004	2021
Orange County Trial Lawyers Charities	11/2020	2021

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

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

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

YES NO

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

2015 DUI/Misdemeanor

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

I want to serve my community.

DATE: 04/20/21

APPLICANTS SIGNATURE: 

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

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

Date referred: _____

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

All BOS BCC Contact Person Name _____

- Justice First; People Always -



VINCENT D. HOWARD

Howard is a trial attorney with GIBSON & HUGHES, LLP (2018-Present). He primarily focuses on representing Californian's who have been personally or catastrophically injured because of the negligence of others. He's been a plaintiff personal injury attorney and advocate since 2004.

In his practice, Howard focuses on zealous and compassionate representation of his clients. He also actively participates in local, state, and national trial lawyer associations that are dedicated to protecting consumer rights and their access to justice.

Before becoming an attorney, Howard served as a police officer for the United States Army (1988-1992). In addition to serving honorably during America's first major engagement with Iraq - Operation Desert Storm - Howard won numerous awards, including Marksmanship, Good Conduct, and Overseas Medals as well as a National Defense Ribbon.

Howard attended the University of Nevada at Reno, where he received a B.A. in Sociology and earned distinction as a scholar. He later attended Western State College of Law and earned the honor of being named a Dean Scholar and was later inducted into Western State College of Law's Alumni Hall of Fame

Howard is a client-focused, sympathetic, and easy to work with lawyer who values communication - at the same time, he is a savvy litigator with a deep interest in both the philosophy and mechanics of the law.

Howard has many accreditations and certifications. Howard was the 2016 President for the **Orange County Trial Lawyers Association (OCTLA)**. He served on the board of governors for the **American Association for Justice (AAJ)** (2016-2019), where he served as Co-Vice Chair for the Membership Committee (2018-2019), and he currently serves on the board of governors for the **Consumer Attorneys of California (CAOC)**, where he was a previous member of CAOC's Executive Committee and is the co-founder of CAOC's Diversity Committee. He is also a founding board member of **Orange County Trial Lawyer Charities (OCTLC)** (November 2020-present). He is a current and active member of all four organizations. He is a **Southern California Super Lawyer** (2013-2020) and in 2016, he was inducted into **Western State College of Law's Alumni Hall of Fame**. Howard often speaks at colleges, law schools, conventions, and seminars about diverse legal topics.

Education:

University of Nevada-Reno; *Bachelor of Arts-Sociology*; 1996-1999

University of Nevada-Reno; *PhD Candidate* (18 units completed); *Social Psychology*; 1999-2000

Western State College of Law; *Juris Doctor*; 2000-2003

Employment:

1988-1992 United States Army Military Police

2004-2007 Lopez Hodes Restaino Milman & Skikos

2007-2018 Howard Law, PC

2018-Present Gibson & Hughes

Major Practice Areas:

Personal & Catastrophic Injury

General Counsel



95410

MEMORANDUM

To: Clerk of the Board

From: Katrina Foley, Orange County Board of Supervisors 2nd District

Date: April 21, 2021

RECEIVED
CLERK OF THE BOARD

APR 21 2021

RE: Appointment of Charles Klobe to the Airport Land Use Commission for Orange County

During the Orange County Board of Supervisors meeting on April 27, 2021, I would like to appoint Charles Klobe to the Airport Land Use Commission for Orange County to complete the term of May 8, 2018 to May 2, 2022. Charles Klobe will fill the at large vacancy previously held by Devasis Ghose.

Please place this item on the 4/27/2021 agenda as a supplemental item.

CC: Frank Kim, Chief Executive Officer
Orange County Board of Supervisors



APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

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

Airport Land Use Commission for Orange County

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: [] First [x] Second [] Third [] Fourth [] Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Charles Alan Klobe
Newport Beach CA
Street Address City State Zip Code
Home Phone Number Cell Phone Number
Email Address

CURRENT EMPLOYER: Global Presenter

OCCUPATION/JOB TITLE: Audio Visual Systems/Secretary

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

ARE YOU A CITIZEN OF THE UNITED STATES: [x] YES [] NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? [x] YES [] NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Newport Heights Association (HOA President)	10/2018	Current
SPON (Still Protecting Our Newport) Board Member	7/2019	Current
_____	_____	_____

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

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

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

YES NO

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

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

I am interested in serving to help the county make better land use recommendations regarding development near airports.

DATE: 4/20/2021

APPLICANTS SIGNATURE: _____

Charles Klobe

Digitally signed by Charles Klobe
DN: cn=Charles Klobe, o=Global Presenter,
ou, email=cklobe@globalpresenter.com,
c=UY
Date: 2021.04.20 18:31:48 -0700'

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

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

Date referred: _____

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

All BOS BCC Contact Person Name _____



Charles Klobe

EMPLOYMENT HISTORY

Global Presenter Integrated Systems, Inc.
dba Global Presenter - Audiovisual Systems Design & Integration
Systems Design/Secretary

February 2010 – Present

Purchased mainline AV integration company from founders desiring to retire. Evolved firm into focus on classified meeting rooms installed nationwide. Responsibilities include the development of principles to allow all designs to pass security oversight as effortlessly as possible. Business evolved to direct responsibility of one major account and a few smaller accounts. Most projects require extensive coordination and travel.

Cashel Corporation - Holding Company
dba Integrated Media Systems - Audiovisual Systems Design & Contractor
Director of Technical Services

February 2004 – January 2010

Recruited by present owner to take over technical services group. Responsibilities included the recruitment and training of project managers and field installation personnel for three offices. Position evolved to direct responsibility of one major account. Acted as project manager for AV systems integration for a US Department of Energy affiliate working on classified systems. Managed the installation and implementation of over 18 million dollars in AV systems spread across one hundred fifty projects. All projects required extensive coordination and travel. Developed construction contacts and relationships related to client construction requirements. Largest single project was 4.5 million dollars. Completed investigation for DOE "Q" clearance. All projects were installed in Livermore, CA; Albuquerque, NM; and Washington, DC.

Southland Associates, LLC - Audiovisual System Design & Project Management

Principal

June 1997 – February 2004

Founded this firm to provide contract audiovisual system design and project management services to Audiovisual Contractors. Specialize in complex systems. Focus on Owner satisfaction with finished system. Perform preliminary system design. Interface with CAD Operators. Accurately troubleshoot and identify AMX and Crestron control system programming issues. Load, implement and test control code created by others. Interface with Owner representatives on site and engineering staff within Contractor's organization. Travel extensively to meet requirements of clients.

Faroudja Laboratories, Inc. - Video Systems Manufacturer
Director of Sales - Broadcast & Industrial Group

September 1996 - June 1997

Recruited as the North America Sales Manager to develop an outbound Sales Force for all dealers in North America. Promoted to Director of Sales after three months to create a separate sales channel for Broadcast & Industrial products using a combination of Regional Managers and Independent Sales Representatives. Responsible for the development of independent sales strategies for OEM accounts and industrial video systems dealers worldwide. Created strategic alliances with Audiovisual Consultants and manufacturers of supporting products. Recruited and hired Regional Managers and Independent Representatives for the United States. Dealer count was increased by over 40% in six months. Sales on target for 30% growth for fiscal 1997. Left to care for ill family member.

EMPLOYMENT HISTORY (Continued)

Panasonic Broadcast & Digital Systems - Video Systems Manufacturer***Presentation Systems Consultant***

January 1995 - September 1996

Recruited as an independent contractor to guide Panasonic through the launch of high quality multiscan video projection systems into a mature market. Responsible for the development of independent sales strategies for the Flagship Dealers in the eleven Western States. Also develop and maintain OEM accounts. Developed strategic alliances with Audiovisual Consultants and manufacturers of supporting products. Dealer and OEM sales reached \$ 350,000.00 per month in first year. Responsible for interface with Matsushita Television Systems Division Factory personnel in Japan. Recruited by Faroudja.

Cashel Corporation - Holding Company**dba Integrated Media Systems - Audiovisual Systems Design & Contractor****dba EnviroTech™ - Commercial Wall Treatment & Window Covering Contractor*****Founder/President***

April 1987 - January 1994

Founded this corporation upon the discovery of a need for high quality audiovisual systems for Corporate communications. Two partners were recruited who possessed complementary talents revolving around audiovisual systems design and installation. Performed all business start-up functions including: Incorporation, initial sales, building selection and lease negotiation, employee recruitment and training, and information systems selection and implementation. Responsibilities included general administrative, asset management, financial planning, and reporting, and maintaining banking relationships. Cashel owned two business units, which employed 14 professionals with combined sales of 3.5 million dollars in 1993. Cashel achieved consistent profits through high margins and strict cost management. Invoked buy-sell agreement, sold business to partner, and retired in January 1994.

Hoffman Video Systems - Professional & Broadcast Video Systems Integrator***General Manager***

July 1986 - April 1987

Responsible for the profitability of the Orange County Division. Recruited by Hoffman to replace former manager. Expanded and remodeled office adding 50% more space while maintaining same monthly cost. Doubled sales force to drive more sales through the channel. Retained all existing key personnel. Developed the divisions first forecast and budget. Revamped service department and added new service engineer. Launched first company newsletter. Brought inventory levels under control. Division consistently maintained highest gross margins with the lowest fixed monthly cost. Left to form Cashel Corporation.

A-VIDD Electronics Company - Professional Video & Personal Computer VAR***Branch Manager***

January 1983 - July 1986

Developed A-VIDD's first professionally designed retail storefront. Brought branch from the ground up to achieve target profits each year. The store consistently had the highest margins and was the most profitable in the 4-store chain. Coordinated with store planner, architect, and contractors as well as supervised overall construction to ensure the timely opening of the store within the budget. Recruited all personnel. Supervised retail operation, ensured customer satisfaction, established sales goals and quotas, planned local marketing activities and promotions. Had full branch P & L responsibility. Maintained the lowest turnover and the highest sales per employee in the chain. Recruited by Hoffman Video Systems.

A-VIDD Electronics Company - Professional Video & Personal Computer VAR***Video Systems Sales Engineer***

July 1981 - January 1983

Sold and designed professional and broadcast video systems. Recruited by A-VIDD to rebuild a once successful sales territory. Within two years, restored the territory and made it the highest producing in the company. Responsible for the design and sale of video production, post-production, and distribution systems. Facilitated order processing and tracking. Coordinated shipping, supervised installation, and provided training and support required maintaining customer satisfaction. Developed and implemented a plan which ultimately doubled equipment rental volume. As a Senior Video Systems Sales Engineer, recruited additional sales staff and supervised the shipping and receiving department. Tapped in January 1983 to spearhead store expansion.

EDUCATION

Brea-Olinda High School
Graduated 1974

ACTIVITIES, ACHIEVEMENTS AND MEMBERSHIPS

- Lifelong California resident, Near lifelong Orange County resident
- Current President Newport Heights Association (HOA)
- Board Member SPON (Still Protecting Our Newport)
- Guest speaker at the University of Southern California on cable television and its responsibilities to communities it serves to master's candidates in public administration
- Guest speaker at California State University of Fullerton to undergraduate students seeking employment in the television industry
- Candidate for a seat on the Brea City Council, 1982
- Former Licensed and Bonded California Contractor, # 737742 C-7 Low Voltage Systems (Audiovisual Systems)
- Complete OSHA 10-hour safety course w/Certificate
- Complete CAL OSHA 30-hour safety course w/Certificate

SUMMARY OF QUALIFICATIONS

Proven track record of . . .

- . . . possessing a bottom-line entrepreneurial spirit
- . . . inspiring extreme loyalty in employees and customers
- . . . developing and effectively managing people and business
- . . . creating an environment that motivates people to be highly productive
- . . . following through to the successful accomplishment of goals and objectives
- . . . effectively communicating with people on all levels and of varying backgrounds
- . . . identifying problem areas and their causes and generating, as well as implementing, corrective measures with minimal confusion and disruption



9548
MEMORANDUM

RECEIVED
CLERK OF THE BOARD

APR 21 2021

To: Clerk of the Board

From: Katrina Foley, Orange County Board of Supervisors 2nd District

Date: April 21, 2021

RE: Appointment of Susan Seely to the Orange County Human Relations Commission

During the Orange County Board of Supervisors meeting on April 27, 2021, I would like to appoint Susan Seely to the Orange County Human Relations Commission for the term of April 27, 2021 to April 26, 2023. Susan Seely will fill the expired at large seat previously held by Dr. Kerry Reynolds.

Please place this item on the 4/27/2021 agenda as a supplemental item.

CC: Frank Kim, Chief Executive Officer
Orange County Board of Supervisors



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

**NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP
(SEE LIST AT [HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT](http://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT)):**
OC Human Relations Commission

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Susan Melinda Seely

First Name	Middle Name	Last Name	Street Address	City	State	Zip Code	Home Phone Number	Cell Phone Number	Email Address
Susan	Melinda	Seely		Newport Beach	CA				

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: Immediate past Director at UC Irvine, Olive Tree Initiative

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

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

ARE YOU A CITIZEN OF THE UNITED STATES: YES NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? YES NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: _____

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

<u>ORGANIZATION/SOCIETY</u>	<u>FROM (MO./YR.)</u>	<u>TO (MO./YR.)</u>
Women In Leadership, Co-Chair	2002	Present
J Street, OC Chair	2015	Present
Leadership Tomorrow, Alumni	2004	Present

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

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

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

YES NO

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

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

Attached - at top of resume.

DATE: 4/15/21

APPLICANTS SIGNATURE: 

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

Date Received: _____	Received by: _____ Deputy Clerk of the Board of Supervisors
Date referred: _____	
To: <input type="checkbox"/> BOS District 1	<input type="checkbox"/> BOS District 2
<input type="checkbox"/> All BOS	<input type="checkbox"/> BCC Contact Person Name _____
<input type="checkbox"/> BOS District 3	<input type="checkbox"/> BOS District 4
<input type="checkbox"/> BOS District 5	

Susan Seely

Dynamic organization director who builds relationships of support and collaboration with stakeholders, philanthropists, community members, administrators and others resulting in program growth in scope and impact. Confident development professional skilled at building enthusiasm for and commitment to the vision and the goals of the organization. Dedicated and supportive team player with an extensive network and proven community-building experience. Approaches challenges with creativity and champions consistent and transparent communications. Seeking work with a values-driven organization focusing on sustainability, inclusivity, and building community around transformative social enterprise initiatives.

Skills

- Team management - Leads with organizational goal in mind; thinks and acts strategically
- Operations oversight – Efficient, organized and flexible work style
- A global awareness with cross-cultural literacy
- Industry partnership development and stakeholder relations
- Clear and compelling written and verbal communication skills
- Moves quickly, with regular communication and visible progress toward objectives

Experience

OLIVE TREE INITIATIVE, Director at UC Irvine:

2012 - 2020

A multi-campus initiative centered on experiential education as applied to regional conflict analysis and resolution.

- Led annual experiential education trips of 25-30 staff, faculty and students to D.C., New York, Jordan, Israel and the Palestinian Territories to provide insight into the myriad contradictory narratives involved in regional conflicts. Coordinated and staffed Community Trips to Egypt, Israel and the Palestinian Territories as well as to Northern Ireland/Republic of Ireland and Turkey/Armenia/Georgia.
- Oversaw social media campaigns to grow OTI membership and outreach. Oversaw production of newsletters, board reports and Advisory Board development.
- Managed a team of five office staff; provided professional mentorship and modeled habits of a healthy team environment. Oversaw hiring processes for full and part-time staff.
- Increased development and outreach nationally; oversaw two major fundraising events per year, cultivated relationships with elected officials to appear and speak on behalf of organization.
- Cultivated stakeholder relationships and collaborations with member universities resulting in increased name recognition, increased financial and community support and excitement around expanding programming.
- Offered programming and teaching around skills such as non-violent communication, critical media analysis and mediating difficult conversations.

JEFF HARLAN FOR COSTA MESA CITY COUNCIL, Campaign Recruitment and Engagement, AUGUST – NOVEMBER 2020

Coordinate virtual House Parties, phone-banking and text-banking, solicit campaign donations and volunteer engagement, in coordination with re-electing Mayor Foley and other regional campaigns.

MASSACHUSETTS OFFICE OF INTERNATIONAL TRADE AND INVESTMENT, DIRECTOR, MIDDLE EAST AND AFRICA

Worked in the MA Governor's administration to facilitate overseas engagement for small and medium-sized businesses. Provided diplomatic briefings, assisted in planning and executing trade delegations to the Middle East and Africa.

Volunteer

WOMEN IN LEADERSHIP, CO-CHAIR, **Board of Directors**

2020 - Present

Interview, endorse and support pro-choice women candidates to elected office; build community and resources for women candidates; event planning, networking and recruiting. As treasurer, managed finances and FEC filings. Member, BOD, 2002-Present; Treasurer from 2010 – 2012.

J STREET ORANGE COUNTY, **Chapter Chair**

2017- Present

Building and energizing the J Street presence and impact in OC, working in conjunction with National and regional J Street staff and leadership, in support of a Diplomacy First approach to Middle East issues. Liaison with local Congressional representatives for advocacy and legislative support.

Education

The University of Washington | Seattle, WA
Master of Arts (M.A.) International Studies- Middle East

University of California Santa Barbara | Santa Barbara, CA
Bachelor of Arts (B.A.) Political Science

La Sorbonne | Paris, France, Certificate, Political Science, French Studies

The University of Haifa | Haifa, Israel, Certificate, Arabic, Hebrew (Ulpan), Israel Studies
Orange Coast Community College, Certificate, Grant Writing

Affiliations and Activities

- Member, Leadership Tomorrow
- Founder and Legacy member, OC Community Scholar Program
- Member, Jewish Collaborative OC
- Advisor to AMWEC (American Muslim and Multi-faith Women's Empowerment Council)
- Board member, Calpak Education Services for Schools in Pakistan
- Past board member, Cal Southern University
- Member, Surfrider Foundation, Protect Our Winters, Sierra Club
- Past board member, National Conference for Community and Justice (formerly Christians and Jews)
- Campaign Manager for Costa Mesa City Council race; Treasurer for Costa Mesa City Council Race
- ADL Leigh Steinberg Glass Leadership Institute
- Pardes Institute's Rodef Shalom "Persuer of Peace" conflict resolution training
- Languages – French, Arabic, Hebrew



S54 F

MEMORANDUM

To: Robin Stieler, Clerk of the Board
From: Chairman Andrew Do, Supervisor, 1st District
Date: 04/22/21

RE: Add Supplemental Item to 04/27/2021 Board Meeting Agenda –Chairman’s Appointment to Commission to End Homelessness

Please add this memo and attachment as a Supplemental Item to the April 27, 2021 Board of Supervisors meeting agenda.

Recommended Action: Approve Chairman’s appointment of Supervisor Don Wagner to the Commission to End Homelessness as presented in Attachment A.

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

RECEIVED
CLERK OF THE BOARD

APR 22 2021

APR 22 PM 4:27

ATTACHMENT A

2021 CHAIR APPOINTMENTS

(Term of appointments are 1/1/21 - 12/31/21 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2021 APPOINTMENT
California State Association of Counties (CSAC) (Quarterly meetings; day/time varies)	Regular Member Alternate Member	Bartlett Chaffee
CalOptima (Monthly; first Thursday at 2:00 P.M.)	Regular Member Regular Member Alternate Member	Do Chaffee Bartlett
First 5 Orange County, Children & Families Commission (Bi-monthly as needed; first Wednesday at 9:00 A.M.)	Regular Member Alternate Member Nominations for Category 1 (Education) appointments* Nominations for Category 2 (Health) appointments* *The chair appoints 2 Supervisors to these slots as defined by Ord. Sec. 1-2-335 after the Regular Member is determined. These two appointments are not members of the commission, their sole duty is to make nominations to the BOS in April of each year for upcoming commission vacant slots	Chaffee Foley Foley Do
Coastal Greenbelt Authority (Bi-monthly; third Thursday at 5:30 P.M.)	Regular Member (May be a BOS Member or other County official)	Bartlett
Commission to End Homelessness (Bi-monthly; fourth or fifth Friday at 9:00 A.M.)	Regular Member (8/28/18 - 8/28/21) Regular Member (1/26/21 - 1/26/23)	Wagner Chaffee

ATTACHMENT A

2021 CHAIR APPOINTMENTS

(Term of appointments are 1/1/21 - 12/31/21 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2021 APPOINTMENT
Emergency Management Council (Quarterly; day/time varies)	Regular Member Alternate Member #1 Alternate Member #2 Alternate Member #3 Alternate Member #4	Bartlett Chaffee Wagner Do Foley
Law Library Board of Trustees (Monthly; third Tuesday at 12:00 P.M.)	Regular Member #1 (May be BOS member or OC resident) Regular Member #2 (Must be a member of California State Bar)	Sherry L. Leysen Michael Franco
Local Agency Formation Commission (LAFCO) (Monthly; second Wednesday at 8:00 A.M.)	Regular Member - (7/1/18 - 6/30/22)* Regular Member (7/1/19 - 6/30/23)** Alternate Member (7/1/19 - 6/30/23)*** *Provided for information only, this four-year appointment was approved by BOS on 1/23/18 **Provided for information only, this four-year appointment was approved by BOS on 1/29/19 ***Appoint a new alternate member to complete the existing term	Wagner Bartlett Foley
National Association of Counties (NACO) (Biennially; March and July)	Regular Member Alternate Member	Bartlett Chaffee
Newport Bay Watershed Executive Committee (Central (Newport Bay) Watershed Management Area) (Quarterly meetings; day/time varies)	Regular Member Alternate Member	Foley Bartlett

ATTACHMENT A

2021 CHAIR APPOINTMENTS

(Term of appointments are 1/1/21 - 12/31/21 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2021 APPOINTMENT
OC Operational Area Executive Board (Quarterly; day/time varies)	Regular Member Alternate Member	Chaffee Bartlett
OC Public Libraries Advisory Board (Thrice per year)	Regular Member Regular Member (Members represent library branches located in unincorporated areas)	Bartlett Wagner
One Water, One Watershed (As needed)	Regular Member (Current term 3/2/21 - 3/1/25)	Chaffee
Orange County Audit Oversight Committee (Quarterly Meetings; day/time varies)	Regular Member (BOS Chair) Regular Member (BOS Vice Chair)	Do Chaffee
Orange County Children's Partnership (Monthly, third Thursday at 8:30 A.M.)	Regular Member	Chaffee
Orange County Community Corrections Partnership (OCCCP) (Quarterly; fourth Thursday at 2:00 P.M.)	Regular Member (Same as BOS Regular Member on OCCJCC) Alternate Member (Same as BOS Alternate Member on OCCJCC)	Chaffee Foley
Orange County Criminal Justice Coordinating Council (OCCJCC) (Monthly; third Friday at 9:30 A.M.)	Regular Member (Same as BOS Regular Member on OCCCP) Alternate Member (Same as BOS Alternate Member on OCCCP)	Do Chaffee
Orange County Fire Authority (OCFA) (Monthly; fourth Thursday at 6:00 P.M.)	Regular Member Regular Member (Note: If these appointments change, a resolution for OCFA will be included with the ASR)	Bartlett Wagner

ATTACHMENT A

2021 CHAIR APPOINTMENTS

(Term of appointments are 1/1/21 - 12/31/21 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2021 APPOINTMENT
Orange County Housing Finance Trust (OCHFT) (Bi-Monthly)	Regular Member (5/21/19 - 5/20/21) Regular Member (1/26/21 - 1/25/23) Countywide Elected Official (5/21/19 - 5/20/21) Countywide Elected Official (5/21/19 - 5/20/21) *New 2-year appointments begin date of appointment	Chaffee Bartlett Don Barnes Shari Freidenrich
Orange County Juvenile Justice Coordinating Council (OCJJCC) (Quarterly, fourth Thursday at 3:30 P.M.)	Regular Member Alternate Member	Chaffee Foley
Orange County Local Remote Access Network (RAN) (As needed)	Regular Member Alternate Member (May be a BOS Member or staff representative)	Chaffee Wagner
Orange County Behavioral Health Advisory Board (formerly Orange County Mental Health Board) (Bi-monthly; second Tues. at 9:00 A.M.; fourth Wed at 9:00 A.M.)	Regular Member	Foley
Orange County Mosquito and Vector Control District (Monthly; third Thursday at 3:00 P.M.)	Regular Member (1/5/21 - 1/2/23)* (May be BOS or Designee) *Terms end first Monday in January	CEO Designee Elizabeth Guillen-Merchant

ATTACHMENT A

2021 CHAIR APPOINTMENTS

(Term of appointments are 1/1/21 - 12/31/21 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2021 APPOINTMENT
Orange County Parks Foundation Annual; third Friday in July at 10:00 A.M.)	County Director (May be a BOS Member or other)	Chaffee
Orange County Sanitation District (Monthly; fourth Wednesday at 6:00 P.M.)	Regular Member Alternate Member	Chaffee Wagner
Orange County Transportation Authority (OCTA) (Bi-monthly; second and fourth Monday at 9:00 A.M.)	Regular Member (1st District BOS Member) Regular Member (2nd District BOS Member) Regular Member (3rd District BOS Member) Regular Member (4th District BOS Member) Regular Member (5th District BOS Member)	Do Foley Wagner Chaffee Bartlett
Santa Ana River Flood Control Protection Agency (Seven per year; days vary; 4:00 P.M.)	BOS Representative OC Flood Control District Representative Alternate BOS Representative (May be BOS or staff designee) Alternate OCFCD Representative (May be BOS or staff designee)	Chaffee Wagner Alkamalee (Al) Jabbar James Tyler
South Coast Air Quality Management District (AQMD) (Monthly; first Friday at 9:00 A.M.)	Regular Member	Bartlett
South Orange County Watershed Management Area Executive Committee (Three times per year)	Regular Member Alternate Member	Bartlett Foley

ATTACHMENT A

2021 CHAIR APPOINTMENTS

(Term of appointments are 1/1/21 - 12/31/21 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2021 APPOINTMENT
Southern California Association of Governments (SCAG) Regional Council and General Assembly (Monthly; first Thursday at 12:15 P.M.)	Official Representative Alternate Representative	Wagner Chaffee
Southern California Home Financing Authority (SCHFA) (4-5 times per year)	Regular Member (BOS Chair) CEO or Designee Member	Do Frank Kim
Transportation Corridor Agency - Foothill/Eastern (Monthly; second Thursday at 9:30 A.M.)	Regular Member (3rd District BOS Member) Regular Member (4th District BOS Member) Regular Member (5th District BOS Member)	Wagner Chaffee Bartlett
Transportation Corridor Agency - San Joaquin Hills (Monthly; second Thursday at 9:30 A.M.)	Regular Member (3rd District BOS Member) Regular Member (5th District BOS Member)	Wagner Bartlett
Urban Counties Caucus (Monthly; first Wednesday at 4:00 P.M.)	Regular Member Alternate Member	Bartlett Chaffee



S546

MEMORANDUM

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Date: April 22, 2021

RE: April 27, 2021 Meeting Agenda

APR 22 PM 4:36

RECEIVED
CLERK OF THE BOARD

APR 22 2021

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.04.22 08:57:08 -0700

The County Executive Office is requesting that an item of business be added to the April 27, 2021, Meeting Agenda to (1) permit the County Executive Office, Health Care Agency and other County departments to provide an update to the Board of Supervisors (“Board”) concerning efforts to address and mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency; and (2) allow the Board to provide further direction to the County Executive Officer and other County Officers, as necessary.

Accordingly, please prepare the Meeting agenda item to read:

Receive update from County Executive Office, Health Care Agency, and other County departments concerning efforts to address and mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency, and provide direction to the County Executive Officer and other County Officers concerning on-going County operations., allocation of County resources and personnel, maintenance of essential public services and facilities, temporary suspension and/or closure of non-essential public services and facilities, management of County property and finances, measures necessary to protect public health and safety, and expenditures necessary to meet the social needs of the population.

Thank you.

ATTACHMENT

Attachemnt A-New Contracts Emergency Contracting Authority

cc: Board of Supervisors
County Executive Office
County Counsel



Line Number	Dept. Name	Procurement Date	MA, PO, CT #	Contract Term (If applicable)	Vendor/Contractor Name	Dollar Amount	Contract Type (Commodity, Capital Asset, Services, Human Services)	Description	Emergency Contract Action (New Contract, Contract Amendment, Emergency PO)	Emergency Authority	Funding Source
EMERGENCY CONTRACTS/AMENDMENTS ALREADY EXECUTED											
1	HCA	4/26/2021	MA-042-20011497	4/26/2021-5/31/2021	The Illumination Foundation	\$1,253,018.00	Human Services	COVID-19 Alternative Shelter Location Services	<u>Contract Amendment</u> Extend current COVID-related contract one month and increase dollar amount by \$1,253,018 for the month of May 2021 including staffing to continue providing 24/7 on-site health care services and client assistance to homeless individuals, facilities expenses and other operating expenses	Board Reso – Paragraph 1a - \$200K+	FEMA
EMERGENCY CONTRACTS/AMENDMENTS PENDING EXECUTION											
No activity to report.											



RECEIVED
CLERK OF THE BOARD

APR 23 2021

APR 23 AM 11:12

MEMORANDUM

To: Clerk of the Board

From: Katrina Foley, Orange County Board of Supervisors 2nd District

Date: April 22, 2021

[Handwritten signature] for AD

S54H

RE: Appointment of Nathan Searles to the Development Processing Review Committee

During the Orange County Board of Supervisors meeting on April 27, 2021, I would like to appoint Nathan Searles to the Development Processing Review Committee for the term concurrent with the 2nd District Supervisor's term of office. Nathan Searles will fill the expired 2nd District seat previously held by Richard Lutzky.

Please place this item on the 4/27/2021 agenda as a supplemental item.

CC: Frank Kim, Chief Executive Officer

Orange County Board of Supervisors



APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

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

Development Processing Review Committee

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: [] First [x] Second [] Third [] Fourth [] Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Nathan Andrew Searles (First Name, Middle Name, Last Name)

Rossmoor (Street Address, City, State, Zip Code)

Home Phone Number, Cell Phone Number

email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

ARE YOU A CITIZEN OF THE UNITED STATES: [x] YES [] NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? [x] YES [] NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Rossmoor Community Services District	12/20	04/21
California Creditors Bar Association	07/08	04/21
Junior Achievement of Orange County	09/17	04/21

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

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

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

YES NO

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

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

As an attorney and Rossmoor CSD Director, planning and review of government services is my best service to Orange County

DATE: 04/22/2021

APPLICANTS SIGNATURE: 

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

Date Received: _____

Received by: _____ Deputy Clerk of the Board of Supervisors

Date referred: _____

To: BOS District 1 BOS District 2 BOS District 3 BOS District 4 BOS District 5
 All BOS BCC Contact Person Name _____

NATHAN A. SEARLES

Experience

Rossmoor Community Services District, Rossmoor, CA 2020-Present
Director, elected November 2020

- Member of 5-person Board of Directors for Rossmoor CSD, established 1987. The Board is responsible for parkway maintenance and Tree City designation, 5 parks and community facilities, street sweeping and main interface to Orange County services of nearly 11,000 residents.

PRA Group, Norfolk, VA 2014-Present
Litigation Counsel, Office of General Counsel

- Prepare strategy and manage national defense counsel in federal and state court matters with monthly volume of 80-120 cases
- Research novel legal issues and create operation plans in dynamic legislative, regulatory and case law environment
- Defend depositions of executives and account representatives
- Directly defend PRA Group corporate entities and employees in California, Florida, and pro hoc vice in other states

Resurgence Legal Group, PC, Cypress, CA 2006-2014
Managing Attorney, In House Counsel

- Sole attorney responsible for 200-400 new cases each month
- Review and analyze collection matters for litigation and judgment execution
- Successfully represent client at contested trials and law & motion hearings
- Researched and prepared memorandum and briefs on complex law and motion topics
- Defend deposition of senior executive
- Manage paralegal and administrative staff including satellite employees

Contract Attorney, Corporate Litigation 2002 - 2006

- Supervised eleven attorney team in document review project for Texas law firm
- Coordinated discovery for high-stakes multi-district Antitrust litigation, Fortune 500 technology lawsuit
- Assisted trial team with discovery strategy in preparation for client side and opposing party depositions

Education

University of Florida, Levin College of Law, Gainesville, FL May 2002
Juris Doctor

University of Southern California, Marshall School of Business, Los Angeles, CA December 1999
Bachelor of Science, Business Administration

Licenses

Member, **The California Bar**, December 2004
Member, **The Florida Bar**, September 2002

Activities

California Creditors Bar Association, CA 2008-Present
President, 2012-2014
Secretary, 2010-2012

Junior Achievement of Southern California 2017-Present
Volunteer Teacher
Provide financial literacy instruction to elementary, middle and high school students in various schools



RECEIVED
CLERK OF THE BOARD

APR 23 2021

APR 23 AM 11:12

MEMORANDUM

To: Clerk of the Board

From: Katrina Foley, Orange County Board of Supervisors 2nd District

Date: April 22, 2021

RE: Appointment of Yvonne Rowden to the Orange County Audit Oversight Committee

During the Orange County Board of Supervisors meeting on April 27, 2021, I would like to appoint Yvonne Rowden to the Orange County Audit Oversight Committee for the term concurrent with the 2nd District Supervisor's term of office. Yvonne Rowden will fill the vacant 2nd District seat previously held by Richard D. Murphy.

Please place this item on the 4/27/2021 agenda as a supplemental item.

CC: Frank Kim, Chief Executive Officer

Orange County Board of Supervisors

[Handwritten signature]

[Handwritten mark]

S54I



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT [HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT](http://www.ocgov.com/gov/cob/bcc/contact)):

Orange County Audit Oversight Committee

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Yvonne

Rowden

First Name

Middle Name

Last Name

Costa Mesa

Street Address

City

State

Zip Code

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER: Retired

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

ARE YOU A CITIZEN OF THE UNITED STATES: YES NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? YES NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

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

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

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

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

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

YES NO

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

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

See attached.

DATE: 4/21/2021 APPLICANTS SIGNATURE: _____

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

Date Received: _____	Received by: _____
Date referred: _____	Deputy Clerk of the Board of Supervisors
To: <input type="checkbox"/> BOS District 1	<input type="checkbox"/> BOS District 2
<input type="checkbox"/> BOS District 3	<input type="checkbox"/> BOS District 4
<input type="checkbox"/> BOS District 5	<input type="checkbox"/> All BOS
<input type="checkbox"/> BCC Contact Person Name _____	

YVONNE ROWDEN

Experience

Career Executive Assignment B, Region Administrator

- Direct office managers in the administration, coordination, implementation and delivery of department programs and services, to ensure operational consistency and quality customer service.
- Train council, develop office managers collectively and individually to certify compliance with department goals and objectives.
- Interact with internal and external stakeholders.
- Responsible for operational policies that ensured consistent provisions of DMV programs and services to the public and industry clients

2000– 2012 Department of Motor Vehicles Fullerton, CA.

Manager V – Office Manager

- Plan, budget and evaluate processes to ensure that the office is fully staffed and functional.
- Communicate and direct compliance of department policies and procedures
- Ensure development and maintenance of a high quality public service program
- Implement new technology
- Project Management
- Develop employees through on-the-job and formal training programs
- Create effective relationships with the media, industry customers and other groups which have specific working involvement with DMV.

1992 – 2000 Department of Motor Vehicles Costa Mesa, CA.

Manager V – Office Manager

- Same as above

1990 – 1992 Department of Motor Vehicles Sacramento, CA.

Manager IV – Office Manager

- Same as above

1987 – 1990 Department of Motor Vehicles Victorville, CA.

Manager III – Office Manager

- Same as above

1987 – 1987 Department of Motor Vehicles Mountain View, CA.

Manager II – Operations Officer

- Assistant Office Manager
- Resolved the more complex driver license and vehicle registration situations.
- Identify staffing needs.
- Develop supervisors through on-the-job and formal training programs.
- Responsible for equipment, supplies and facility maintenance.
- All duties and responsibilities of the Office Manager in absentia

1984 – 1987 Department of Motor Vehicles Mountain View, CA.

Manager I – Driver License Supervisor

- Planned, scheduled, organized and directed the activities in the driver license section.
- Implemented Phase III Automation
- Trained and developed employees

1980 -1984 Department of Motor Vehicles San Jose, CA.

Licensing Registration Examiner

- Administered drive, vision, and written examinations.
- 1978 – 1980 Department of Motor Vehicles San Jose, CA.
- Program Technician I & II
- * Performed full spectrum of clerical duties

Education

2011 – DMV Leadership Development Academy Executive Program – University of California Davis

2009 – DMV Certificate of Completion – Leadership Tomorrow Program

2006 – DMV Leadership Development Academy Mid-Manager Program – University of California Davis

1983 – **BA** Political Science – San Jose State University

1996 – **MA** Public Administration – California State University Long Beach

1997 - Certificate of Completion – Mediation/Dispute Resolution

Professional memberships

1994 – 2004 American Society for Public Administration

- Charter Member – Ethics Committee

1998 – 2004 Beta Pi Sigma Sorority – Business and Professional Women

Community activities

2005 – 2021 City of Costa Mesa Housing and Public Service Ad-Hoc Committee (formally the Redevelopment and Residential Rehabilitation (3R) Committee

1998 – 2001 Orange County Transportation Authority – Citizen Advisory

Committee

1993 – 1997 City of Costa Mesa Human Relations Committee

Volunteer – Special Olympics, Salvation Army, Second Baptist Church
Learning Center, California State University Long Beach Alumni Association

April 21, 2021

Audit Oversight Committee

Having retired after more than 38 years (32 in management) of public service for the State of California Department of Motor Vehicles Field Office Division in the Career Executive Assignment (CEA) Region Administrator position, I will bring public agency audit and oversight knowledge and experience to the Audit Oversight Committee (AOC).

As the Regional Administrator, I directed diversified and geographically disbursed management teams in 21 Field Offices and two Business Service Centers. I was responsible for a personnel budget of over 25 million dollars, oversaw facilities valued in the 100's of million dollars and directed the appropriate allocation of those resources.

Like the County, the State mandates internal/external audits of all Departments within the Agency as specified by policy/procedures. As the Regional Administrator, I was responsible for ensuring offices within the region were in compliance. Follow-up and accountability for audit exceptions were noted and addressed as appropriate.

My desire to serve on the AOC allows me to continue volunteering my time and efforts to public service. I hope that my contribution to the AOC will help in boosting public confidence in County government.

By bringing excellent public relations skills, a clear and concise understanding of public program development and control, negotiation skills and techniques along with policy formulation, implementation and evaluation, I would be an asset to the Audit Oversight Committee. Your consideration of an appointment to this committee is appreciated.

Yvonne Rowden

April 21, 2021

Audit Oversight Committee

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Yvonne Rowden



Boards, Commissions and Committees

Board Roster - Orange County Audit Oversight Committee Secured

- Roster
- Reports
- History
- Secured Area
- Home

[Edit Board](#) [Edit Member](#)

File Number: 1182 COI Required: Term of Office: 4 years for Public Members Term Limits: None

[View Member](#) [Edit Appointment](#)

- Stella Acosta
- Drew Atwater ***EXPIRED***
- Bob Brown
- Doug Chaffee
- Andrew Do
- Frank Kim
- VACANT VACANT EXPIRED
- Mark Wille ***EXPIRED***

Name: VACANT VACANT

District: 2

Nomination Type: District

Position: Public Member

Appointed Date:

Appointed By: Board Of Supervisors

Beginning Term Date:

Expire Date: ~~1/2/2021~~ 1/3/23

Term Of Office: Concurrent with Superv

Original Appointment:

Status: Active

Ending Term Date:

Final Term:

Comments:

Last member Richard D. Murphy appointed by Supervisor Steel term ending 1/2/21

Last Modified By: mlopez Last Modified On: 3/19/2021 4:25:31 PM



RECEIVED
CLERK OF THE BOARD
APR 23 2021

APR 23 AM 11:12

MEMORANDUM

To: Clerk of the Board

From: Katrina Foley, Orange County Board of Supervisors 2nd District

Date: April 22, 2021

RE: Appointment of Pete Hardin to the Airport Land Use Commission for Orange County

During the Orange County Board of Supervisors meeting on April 27, 2021, I would like to appoint Pete Hardin to the Airport Land Use Commission for Orange County to complete the term of May 5, 2020 to May 6, 2024. Pete Hardin will fill the expired at large seat previously held by Mark Monin.

Please place this item on the 4/27/2021 agenda as a supplemental item.

CC: Frank Kim, Chief Executive Officer

Orange County Board of Supervisors

[Handwritten signature]

[Handwritten mark]

S54J



APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

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

Airport Land Use Commission

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: [] First [] Second [] Third [] Fourth [] Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Pete Hardin (First Name, Middle Name, Last Name)

Costa Mesa (Street Address, City, State, Zip Code)

Home Phone Number, Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER: (-)

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

ARE YOU A CITIZEN OF THE UNITED STATES: [X] YES [] NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? [X] YES [] NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Democratic Foundation of Orange County	11/19	present
November 10th Association	6/18	present
_____	_____	_____

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

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

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

YES NO

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

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

Please see attached.

DATE: 4/22/21

APPLICANTS SIGNATURE: 

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

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

Date referred: _____

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

All BOS BCC Contact Person Name _____

Pete Hardin application for County of Orange Board, Commission or Committee

Please briefly explain why you wish to serve on this board, committee, or commission.

Whether as a Marine Corps officer, local prosecutor, federal prosecutor, or simply helping to coach my eight-year old's sports teams, I have always been committed to serving the communities in which I live. Particularly because I live within such proximity to John Wayne Airport – less than one mile – I am interested in continuing my service to our community by serving on the Airport Land Use Commission. I am dedicated to protecting the public from adverse effects of airport noise, ensuring that the public is not endangered by potential aircraft incidents, and maintaining the integrity of their airport and our navigable airspace.

PETER HARDIN

SUMMARY OF QUALIFICATIONS

I am a criminal defense attorney based in Orange County, California. I have served as lead prosecutor in more than 30 trials as a Special Assistant United States Attorney, Deputy District Attorney, and Judge Advocate. As a Marine Corps officer in Helmand Province, Afghanistan, I led Marines and served as general counsel to senior military officers and staff. I have practiced in Orange County Superior Court as well as United States District and Ninth Circuit Courts. Originally licensed in New York, I became a member of the California bar in 2014.

PROFESSIONAL EXPERIENCE

HARDIN LAW GROUP, Orange County, California (www.HardinDefense.com)

June 2020 – Present

- Represent defendants, targets, and witnesses in criminal and civil investigations and prosecutions conducted by federal and state law enforcement agencies.
- Conduct investigations and identify potential defenses.
- Litigate, research, and draft motions and pleadings.

GREENBERG GROSS, LLP, Orange County and Los Angeles, California

September 2018 – June 2020

Counsel

- Represent defendants, targets, and witnesses in federal white-collar criminal and civil investigations and prosecutions conducted by the Department of Justice, Federal Trade Commission, and Consumer Financial Protection Bureau.
- Litigate, research, and draft motions and pleadings.
- Conduct internal investigations of and represent companies and corporate officers.
- Prepare presentations for clients and federal and state prosecutors and investigators.
- Supervise associate attorneys, including reviewing and editing work product.
- Coordinate document review projects with vendors, contract attorneys, and associates.

LARSON O'BRIEN, LLP, Los Angeles, California

October 2017 – September 2018

Litigation Associate

- Prepared for all aspects of government contracts fraud trial in the Southern District of California.
- Participated in all aspects of representing a client charged with bank fraud, wire fraud, and aggravated identity theft in the Southern District of New York.

UNITED STATES ATTORNEY'S OFFICE, Los Angeles, California

2015 – 2017

Special Assistant United States Attorney

- Litigated jury and CVB trials.
- Argued pretrial motions and evidentiary hearings.
- Conducted grand jury proceedings; indicted over 30 cases.
- Researched and authored motions, pleadings, and appellate briefs.
- Conducted investigations with federal, state, and local law enforcement agencies.

- Drafted warrants, prosecution memoranda, and indictments in financial and government entitlement program fraud, narcotics, and violent crimes cases.

ORANGE COUNTY OFFICE OF THE DISTRICT ATTORNEY, Orange County, California
2014 – 2015

Deputy District Attorney

- Represented the State of California as lead counsel in 11 jury trials, and 20+ preliminary hearings.
- Researched and drafted motions and pleadings; conducted discovery in connection with jury trials.

CAPTAIN, JUDGE ADVOCATE, UNITED STATES MARINE CORPS

2008 – 2013

Trial Counsel (August 2008 – July 2011), Marine Forces Reserve, New Orleans, Louisiana

- Represented the United States as lead counsel in 20+ trials and 50+ administrative disciplinary hearings; coordinated investigations and prosecutions with the Naval Criminal Investigative Service, Army Criminal Investigation Command, and state and local law enforcement agencies.

1st Reconnaissance Battalion Judge Advocate (August 2011 – May 2012), Helmand Province, Afghanistan

- Conducted war crimes investigations.
- Advised senior officers and staff on compliance with regulations and policies governing insurgent and terrorist detention and follow-on detainee operations, including criminal prosecution by the Islamic Republic of Afghanistan.

Operational Law and Legal Assistance Attorney (June 2012 – July 2013), Camp Pendleton, California

- Counseled senior staff on litigation matters and the interpretation of and compliance with governing domestic and international regulations and policy.

EDUCATION

THE GEORGE WASHINGTON UNIVERSITY LAW SCHOOL

Juris Doctor, May 2007

UNIVERSITY OF COLORADO AT BOULDER

Bachelor of Arts in English Literature, May 2002

BAR ADMISSIONS

- California, 2014
- Colorado, 2013
- New York, 2008

COMMUNITY INVOLVEMENT

- Board Member, Democratic Foundation of Orange County.
- Board Member, Center for Law and Military Policy.
- Board Member, November 10th Association.
- Volunteer, Veteran's Legal Institute.
- Active father to seven year-old; volunteer baseball, soccer, and football coach.



Board of Supervisors
Memorandum

To: Clerk of the Board

April 23, 2021
RECEIVED
CLERK OF THE BOARD

From: Supervisor Lisa A. Bartlett, 5th District

APR 23 2021

Subject: Board Resolution: "Action for Spent Fuel Solutions Now"

APR 23 AM 11:47

Please add the attached Board Resolution to the supplemental calendar for the April 27, 2021 Board of Supervisor meeting agenda. The title of the item should read:

Supervisor Bartlett
Board Resolution: "Action for Spent Fuel Solutions Now"

S54K

Supervisor Lisa A. Bartlett

Chairman Andrew Do

RESOLUTION OF THE BOARD OF SUPERVISORS
OF ORANGE COUNTY, CALIFORNIA

APRIL 27, 2021

Action for Spent Fuel Solutions Now

By the authority of the Orange County Board of Supervisors, the following resolution is hereby issued:

WHEREAS, San Onofre Nuclear Generating Station (SONGS) is a retired commercial nuclear power plant located in close proximity to Orange County residents; and

WHEREAS, since 2013 SONGS has been in the decommissioning process and as of August of 2020 all spent nuclear fuel has been packaged in stainless steel canisters that are designed for both storage and off-site transportation; and

WHEREAS, the federal government has failed to meet obligations to assume title, liability, and transportation of the spent fuel at SONGS as it was required to do beginning in 1998 under the Nuclear Waste Policy Act of 1982 (Public Law 97-425) and by contract; and

WHEREAS, the last currently operating nuclear power plant in California is expected to retire and be decommissioned in 2025, at which time California will hold the largest amount of stranded spent fuel in the nation; and

WHEREAS, nearly \$41 billion (including interest income) has been paid into the Nuclear Waste Fund managed by the U.S. Department of Energy, almost \$1 billion of which from SONGS customers including Orange County residents; and

WHEREAS, the lack of national policy prevents removal of the spent fuel from SONGS, impeding the decommissioning of the plant, restoration of the site and return of the land to the U.S. Navy; and

WHEREAS, the SONGS Strategic Plan, developed by a team of independent national experts, recommends the formation of a coalition of stakeholders to spur federal action aimed at removing spent fuel at San Onofre; and

WHEREAS, the Orange County Legislative Platform has continuously advocated for interim storage options to enhance safety and security and pursue longer term off-site fuel storage for SONGS; and

WHEREAS, a new Coalition, *Action for Spent Fuel Solutions Now*, provides an opportunity for stakeholders, including local governments, business and labor leaders, Native American leaders, environmental groups, and community members, to unite under a common goal to make offsite spent fuel storage and a permanent geological repository a priority;

WHEREAS, Orange County Supervisor Lisa Bartlett currently serves as a Co-Chair of the

recently formed Coalition alongside San Diego County Supervisor Jim Desmond.

NOW, THEREFORE, BE IT RESOLVED THAT THE ORANGE COUNTY BOARD OF SUPERVISORS:

1. Approves the County of Orange's participation in the Action for Spent Fuel Solutions Now Coalition; and,

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



RECEIVED
CLERK OF THE BOARD

APR 23 2021

APR 23 AM 11:19

MEMORANDUM

[Handwritten signature]

To: Clerk of the Board

From: Katrina Foley, Orange County Board of Supervisors 2nd District

Date: April 21, 2021

[Handwritten scribble]

S54L

RE: Appointment of Armando de la Libertad to the Orange County Historical Commission

During the Orange County Board of Supervisors meeting on April 27, 2021, I would like to appoint Armando de la Libertad to the Orange County Historical Commission for the term concurrent with the 2nd District Supervisor's term of office. Armando de la Libertad will fill the expired 2nd District seat previously held by Lee Ramos.

Please place this item on the 4/27/2021 agenda as a supplemental item.

CC: Frank Kim, Chief Executive Officer

Orange County Board of Supervisors



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

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

Orange County Historical Commission

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Armando de la Libertad
First Name Middle Name Last Name

Costa Mesa CA
Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

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

ARE YOU A CITIZEN OF THE UNITED STATES: YES NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? YES NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Global Parents for Eczema Resear	01/15	04/21
The Alumni Societ	01/16	04/21
_____	_____	_____

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

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

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

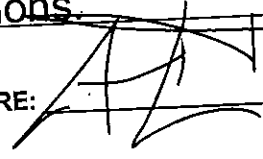
YES NO

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

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

I'd like to help document OC's rich and multi-faceted history for the benefit of future generations.

DATE: 04/21/21

APPLICANTS SIGNATURE: 

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

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

Date referred: _____

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

All BOS BCC Contact Person Name _____

ARMANDO DE LA LIBERTAD

Costa Mesa, California

EARTH-FIRST CORPORATE SOCIAL RESPONSIBILITY STRATEGIST, TRANSFORMATION LEADER, & CONVENER START UP & TURN AROUND AGENT | DELIVER SOLUTIONS, SYSTEMS CHANGE, & PARTNERSHIPS

Seasoned executive with robust experience in the corporate, non-profit, government, and startup sectors. Broad cross-functional background in management, inter-departmental collaboration, win-win partnerships, measured social impact, strategic philanthropy, government relations and advocacy, strategic planning, product development, and capacity-building. Adept at increasing efficiencies, leveraging technology, building systems of support and engagement, institutionalizing metrics, and promoting innovative solutions in complex environments. Champion for environmental sustainability, diversity & inclusion, economic advancement and social justice, personal well-being, and clean energy.

EXPERIENCE SUMMARY

SOUTHERN CALIFORNIA EDISON CORPORATE AFFAIRS, Costa Mesa, CA, 2021

Government Relations Manager, Local Public Affairs

Earn win-win outcomes, throughout Coastal Orange County, to help ensure reliable and affordable power, reduce carbon emissions, and create cleaner air for all. Building a clean energy future!

- Focus on matters of broad public interest such as grid resiliency and modernization, wildfire mitigation, major construction, and transportation & building electrification.
- Responsible for local government, community, and stakeholder engagement.
- Responsive to local and statewide climate action plans and just transition goals while supporting a 2045 vision that includes investment in clean energy generation, battery storage, and EV infrastructure.

A-Z TECHS, Costa Mesa, CA, 2017 – 2020

Chief Strategy Officer

Managing Partner of an IT consulting firm that helps organizations scale via cloud services, mobility, and security.

- Lead team operations of investment app development and product launch serving low-income parents.
- Manage company planning, timelines, team portal, cloud-based information sharing, partner responsibilities, discovery process for new clients, distinct business lines, and annual reviews.
- Identified cross-sell business development opportunities for top ten clients with plan to increased year-over-year estimated revenue by 25% across both business and non-profit clientele.
- Designed SIPS system (schedule, inbox, projects, service desk).

WELLS FARGO CORPORATE SOCIAL RESPONSIBILITY, Irvine, CA, 1999 – 2011, 2014 – 2017

Senior Vice President, Community Development & Vice President, Strategic Philanthropy

Led Community Relations and Community Affairs teams throughout Southern California and Nevada that secured top ratings by the O.C.C. across 3 CRA Exam cycles, once boasting \$160MM in lending, \$43MM in investments, and 250+ services. Designed technology upgrade for industry-leading financial education platform within 1 year while doubling annual campaign reach (volunteers, classes, hours, reach).

- Designed and executed \$4 million philanthropy budget supporting 300+ organizations, closed innovative \$30 million retail business transaction, \$1 million housing fund investment, and \$1 million small business loan fund.
- Led industry innovation via first brick-n-mortar financial education center, first financial education curriculum in Vietnamese, and first foreclosure prevention collaborative that assisted over 10,000 distressed home owners.
- Launched nationwide Individual Development Account Task Force for a future product launch across 50 states

THE DELHI CENTER, Santa Ana, CA, 2011 – 2014

Chief Executive Officer

Served as primary spokesperson, chair of working groups, and board liaison. Managed a team of 32.

- Identified one dozen key areas of need and established one dozen working groups with volunteer subject matter experts to transform service delivery and improve efficiencies throughout the organization.
- Tripled fundraising within 24 months and transformed business model via \$250,000 social enterprise, first local CDBG award in over a decade, a contract renewal with county's Head Start agency, and onsite programming fees.
- Increased organizational capacity by recruiting 5 new board members, over 1 dozen community ambassadors, 4 program managers, over 1 dozen new institutional funders, and 3 dozen non-profit partnerships.
- Launched 45 distinct program offerings in health, education, and financial stability reaching 30,000 individuals.
- Implemented organization-wide 3-year, cloud-based technology plan in partnership with GroundWork group.
- Pursued environmental sustainability agenda via solar viability study, water-saving features, and 'green' supplies.

U.S. DEPARTMENT OF COMMERCE, CENSUS BUREAU, Santa Ana, CA, 1999

Partnership Team Leader

U.S. HOUSE OF REPRESENTATIVES, OFFICE OF CONGRESSWOMAN SANCHEZ, Garden Grove, CA, 1997

Field Representative

U.S. DEPARTMENT OF STATE, BUREAU OF OVERSEAS BUILDINGS OPERATIONS, Washington, DC, 1996

Civil Engineer

FOUNDATIONAL LEADERSHIP EXPERIENCE

THREE AFFILIATED TRIBES, Fort Berthold Indian Reservation, North Dakota, 1995 – 1996

Economic Development Consultant, The Harvard Project on American Indian Economic Development

EDUCATION

MPP, Housing & Urban Economic Development, Harvard University, JFK School of Government, Cambridge, MA
BS, Civil Engineering, U.C. Berkeley, College of Engineering, Berkeley, CA

PROFESSIONAL ASSOCIATIONS

- Board Member, OppJar, Inc., Fresno, CA, 2019 – Present**
- Founder, Plasternatives, Costa Mesa, CA, 2019 – Present**
- Limited Partner, Seabirds Kitchen, Long Beach, CA, 2016 – Present**
- Co-Founder, Global Parents for Eczema Research, Ventura, CA, 2015 – Present**
- Member, The Alumni Society, Chicago, IL, 2016 – Present**
- Co-Founder, De La Libertad Scholarship Fund, Newport Beach, CA, 2002 – Present**

PAST VOLUNTEER SERVICE (MOST RECENT)

- Participant, FDA, Patient-Focused Drug Development Meeting, Washington, DC, 2019
- Member, Pfizer, Inc., Commercial Development, Multidisciplinary Advisory Board, New York, NY, 2018
- Board Member, Human Options, Inc., Irvine, CA
- Board Member, Affordable Housing Clearinghouse, Lake Forest, CA
- Board Member, Orange County Asian Pacific Islander Community Alliance, Garden Grove, CA
- Advisory Board Member, OC Black Chamber of Commerce, Santa Ana, CA
- Advisory Board Member, The Eli Home, Anaheim, CA
- Board Member, OC Hispanic Chamber of Commerce, Santa Ana, CA
- Social Enterprise Task Force Member, KidWorks, Santa Ana, CA
- Board Member, The Kennedy Commission, Santa Ana, CA
- Economic Committee Chair, Orange County Grantmakers, Irvine, CA
- Founding Member, OC Housing Trust, Irvine, CA
- Co-Founder, Exposure: A Women's Benefit Movement, San Diego, CA
- Fundraising Chair, National Scholastic Skateboarding League, Newport Beach, CA
- Chairman, Hispanic Education Endowment Fund (HEEF), Irvine, CA
- Founder, OC Home Ownership Preservation Collaborative (OC HOPC), Santa Ana, CA
- Co-Chair, The Slam Festival, Costa Mesa, CA
- Board Member, OC Affordable Home Ownership Alliance (OCAHOA), Irvine, CA
- Member, California Home Ownership Preservation Initiative (CHOPI), San Francisco, CA
- Co-Chair, Individual Development Account Task Force (national), Wells Fargo
- Member, Asset-Building Committee (national), Wells Fargo
- Member, Leading the Way Home Task Force (national), Wells Fargo
- Member, Home Mortgage Disclosure Act (HMDA) Task Force (national), Wells Fargo
- Chair, Information Technology Committee, Delhi Center
- Chair, Facilities Maintenance and Environmental Sustainability Committee, Delhi Center
- Chair, Capacity-Building Committee, Delhi Center
- Member, Board Development Committee, Delhi Center
- Member, Fund Development Committee, Delhi Center
- Member, Impact Report Committee, Delhi Center
- Member, Marketing & Communications Committee, Delhi Center
- Member, Tour Development Committee, Delhi Center

PROFESSIONAL DEVELOPMENT

- Support growth of small businesses in FinTech, technology, and e-commerce industries as startup limited partner.
- Bicultural and bilingual (Spanish) with full immersion program completed in Mérida, México.
- Travel and/or projects in China, Latin America, Israel, Kuwait, Europe, and the Mandan, Hidatsa, & Arikara Nation.



MEMORANDUM

To: Clerk of the Board

From: Donald P. Wagner

Jim Agull for DW

Date: April 23, 2021

[Signature]
RECEIVED
CLERK OF THE BOARD
APR 23 2021

APR 23 AM 11:54

RE: Appointment of Dr. Dorothy O'Neill to the Orange County Human Relations Commission

S54M

I would like to appoint Dr. Dorothy O'Neill to the Orange County Human Relations Commission for the term of April 27, 2021 to April 26, 2023. Dr. Dorothy O'Neill will be filling the At Large seat held by Dr. Kerry Reynolds. Please add this item to the Tuesday, April 27, 2021 Board of Supervisors meeting.

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

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

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

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

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

YES NO

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

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

I will draw on my expertise from years of caring for my patients and listening to the needs and concerns of Orange County families. I look forward to serving my community.

DATE: 04/23/21

APPLICANTS SIGNATURE: 

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

Date Received: _____	Received by: _____ Deputy Clerk of the Board of Supervisors
Date referred: _____	
To: <input type="checkbox"/> BOS District 1	<input type="checkbox"/> BOS District 2
<input type="checkbox"/> All BOS	<input type="checkbox"/> BCC Contact Person Name _____

Dr. Dorothy O'Neill Psy. D

Dr. O'Neill specializes in Prolonged Exposure (PE) a therapy that is used when working with PTSD. She works with veterans and active-duty military and received her training in PE with the Center for Deployment Psychology (CDP). She received additional training with Emory University, Atlanta Georgia. Dr. O'Neill was part of the consultant in training program

Dr. O'Neill is a Certified Integrated Behavioral Couples Therapy (IBCT) and works with couples

In addition to working in her private practice she presents on couples' therapy and Prolonged Exposure and facilitates workshops around the country.

Dr. O'Neill is an adjunct professor at Cal. State Northridge and Alliant International University. Irvine and LA. She has been a guest speaker at Chapman University, Long Beach University, Cal State Northridge University and Alliant University, Irvine and LA, CCHF, Oklahoma Conference, CCHF, Cincinnati Conference

Dr. O'Neill interned at Los Angeles Christian Health Clinic in Skid Row working with trauma and at Saddleback Church Lake Forest

She has authored a book on Successful marriages O'Neill, D.D. (2017) *The Rules of Engagement: Learning from Nine Couples Who Made Marriage Work*. New Jersey: BookBaby Publishers

Her second book is in production: *Soul to Sole coparenting through Divorce in the "New Family"* BookBaby Publishers

She has been published in several publications:

O'Neill, D. (2012). We Wait in Hope. *Christian Community Health Fellowship, Inc.* V32. No.1

O'Neill, D. (2018) *Growing your marriage Side by side*; Grapevine Magazine New Zealand

O'Neill, D (2020) *5 Successful Co-Parenting Strategies for Divorced Parents* Marriage.com

TheEpochTimes.com: (2021) Anaheim Therapist Helps Families with Anxiety amid Lockdowns

California Insider (2021) Interview on Children and the Pandemic

Dr. O'Neill is originally from the United Kingdom and has lived in the USA for the past 40 years. She is the mother of two daughter and lives in Anaheim Hills

She graduated with her Doctorate in Clinical Psychology Couples and Family Therapy, at Alliant International University, Irvine CA.



Board of Supervisors

Memorandum

To: Clerk of the Board

From: Supervisor Lisa Bartlett, 5th District

Subject: Appointment to Orange County Behavioral Health Advisory Board

April 23, 2021
RECEIVED
CLERK OF THE BOARD

APR 23 2021

APR 23 AM 11:54

Please add the following item to the supplemental calendar for the April 27, 2021 Board meeting agenda. The title of the item should read:

S54N

Supervisor Bartlett:

Orange County Behavioral Health Advisory Board – Appoint Denis James Taylor, San Juan Capistrano, as Public Interest/Behavioral Health for Term of Office beginning 3/10/21 and ending 3/9/23.



Supervisor Lisa Bartlett



Chair Andrew Do



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:

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

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

**NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP
(SEE LIST AT [HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT](http://www.ocgov.com/gov/cob/bcc/contact)):**

Behavioral Health Advisory Board

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Denis James Taylor
First Name Middle Name Last Name

Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: Harmonic Energetic Technologies

OCCUPATION/JOB TITLE: Software Designer

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

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

ARE YOU A CITIZEN OF THE UNITED STATES: YES NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: Canada

ARE YOU A REGISTERED VOTER? YES NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: _____

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

<u>ORGANIZATION/SOCIETY</u>	<u>FROM (MO./YR.)</u>	<u>TO (MO./YR.)</u>
<u>AFSP - Orange County</u>	<u>10/2014</u>	<u>Date</u>
<u>SJC Fiesta Association</u>	<u>1/2015</u>	<u>Date</u>
<u>Laguna Niguel Holiday Parade</u>	<u>1/2016</u>	<u>Date</u>

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

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

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

YES NO

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

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

I have been active for 6 years in Suicide Prevention in OC

as an advocate, spokesperson and group facilitator.

DATE: 01/20/2021

APPLICANTS SIGNATURE: 

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

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

Date referred: _____

To: BOS District 1 BOS District 2 BOS District 3 BOS District 4 BOS District 5
 All BOS BCC Contact Person Name _____

Volunteer Resume

Jim Taylor

I have been active in my communities for almost 30 years as a volunteer and advocate. This document serves to detail what I consider to be the highlights of my service. None of these positions are paid. In addition I have participated free of charge in fundraisers as a comedian, DJ, MC and/or auctioneer for many organizations from CHOC, CHP, LA City and County Fire, Huntington Beach Fire, Women's Shelters, Homeless Shelters, and numerous others, Pre-COVID. I have no difficulty speaking in front of thousands of people and embrace my position as a passionate layman in world of experts.

In my professional life I am a software designer/programmer and a professional comedian.

1991-1992 – Board Member – Samadana

- Samadana was formed to provide a safe environment for sexually abused disabled children with normal or higher than normal intelligence. At the time, placement for these children in protective facilities or foster care was exceedingly difficult.
- I was approached by Dr. Jim Colbert to serve on the board of directors. At the time I was a comedy radio host (KORG-AM 1190) and produced a comedy fundraiser for his organization.
- The Board consisted of physicians, administrators, and clinicians. My position was a public voice and a layman.
- I left in 1992 once the first home was opened and we began to receive children.
- <https://www.latimes.com/archives/la-xpm-1992-10-29-me-1063-story.html>

1995-2005 – Parents Without Partners Chapter #306

- I joined this organization in 1995 as a single parent and was soon invited to join the board as Director of Parent Education.
- My role was to organize educational events related to single parenting in the form of discussions, panel speakers and forums.
- I was elected President in 1998 and was annually re-elected for another 6 years.
- I left the organization after becoming engaged to my wife.

2014-2019 – American Foundation for Suicide Prevention – Orange County

- I served as the MC for the 2014 Out of the Darkness Walk to prevent suicide.
- I was invited to join the Board in 2014 and appointed Chairman, serving 5 years.
- My primary role was administration, but I also hosted many events.
- I interfaced with the National organization, attended suicide prevention trainings, and spoke to many groups regarding suicide prevention.
- I have worked with NAMI OC, Didi Hirsch and OC Links on suicide prevention efforts in Orange County.
- I co-hosted International Survivors of Suicide Loss Day events with Saddleback Church.

- My objectives were to help reduce the stigma associated with suicide and encourage open and frank discussions. I was able to secure exhibitor space for our booth at events where a mental health organization was not expected, and the results were heartening. We were invited into concerts in the park, gun shows and festivals.
- We participated in parades and have a booth at the annual Swallows Day Parade and Mercado.
- I am a staunch advocate for suicide prevention.

2015 to date – San Juan Capistrano Fiesta Association

- Fiesta is tasked with producing and funding the annual Swallows Day Parade and Mercado Street Faire, as well as all the related events.
- I had been announcing the parade for years and was approached to join Fiesta and accept a Board position.
- I served in many positions before being elected President in the spring of 2017 and still serve in this position.
- The organization has expanded its role in the community especially during the COVID crisis. We partnered with other non profits and operated 32 free prepared food events serving as many as 5,000 people per day. We also participated in 7 free grocery distributions and dispensed over 245 tons of free groceries. Fiesta also assists the City of San Juan Capistrano with volunteers for their events whenever asked.
- In the early days of the shutdown, Fiesta purchased thousands of masks and distributed them free of charge throughout the community, including nursing homes and hospital nurses.

2015 to date – Laguna Niguel Holiday Parade Committee

- This committee is tasked with producing the annual Laguna Niguel Holiday Parade.
- I had also been announcing for this parade for years and I asked to join the committee to coordinate announcers and scripts.
- Was appointed Chairman in 2018 and still serve in this position.

Contact Information

Denis James Taylor (Jim)



RECEIVED
CLERK OF THE BOARD

APR 20 2021

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 2
April 27, 2021

M E M O R A N D U M

April 20, 2021

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, April 27, 2021, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL --
EXISTING LITIGATION Pursuant to Government Code Section
54956.9(d)(1).
Name of Case: *Ciera Stoelting, et al., v. County of Orange*
Case Number: 8:20-cv-00665

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

Digitally signed by Leon Page
DN: cn=Leon Page, o,
ou=County Counsel,
email=leon.page@coco.ocgov.c
om, c=US
Date: 2021.04.20 15:38:31 -07'00'

Leon Page

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO



OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 3
April 27, 2021

MEMORANDUM

April 22, 2021

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

APR 22 AM 10:04
RECEIVED
CLERK OF THE BOARD
APR 22 2021

I am requesting a supplemental closed session to be held on Tuesday, April 27, 2021, for the Board to consider anticipated litigation pursuant to Government Code section 54956.9(d)(2).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL –
ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO
LITIGATION pursuant to Government Code section
54956.9(d)(2).
Number of Cases: Five Cases.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO



OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS-4
April 27, 2021

MEMORANDUM

April 22, 2021

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

APR 22 AM 10:04
RECEIVED
CLERK OF THE BOARD
APR 22 2021

I am requesting a supplemental closed session to be held on Tuesday, April 27, 2021, for the Board to consider anticipated and initiation of litigation pursuant to Government Code section 54956.9(d)(4).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL –
ANTICIPATED LITIGATION – INITIATION OF LITIGATION
pursuant to Government Code section 54956.9(d)(4).
Number of Cases: One Case.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

NMW:LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO



County Executive Office

Memorandum

SCSS

RECEIVED
CLERK OF THE BOARD

APR 22 2021

April 21, 2021

To: Clerk of the Board of Supervisors

From:

Tom Hatch, Chief Human Resources Officer

Concur:

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com, c=US
Date: 2021.04.22 11:22:17 -0700

Frank Kim, County Executive Officer

Subject: Request for a Supplemental Closed Session for April 27, 2021

For the April 27, 2021, meeting of the Board of Supervisors, the Human Resource Services Department requests that a closed session regarding the appointment of a public employee be added to the supplemental agenda:

Accordingly, please prepare the Agenda item to read:

"PUBLIC EMPLOYEE APPOINTMENT" - Pursuant to Government Code Section 54957(b).

Title: Public Defender

RECOMMENDED ACTION: Conduct Closed Session.

Thank you.

cc: Members, Board of Supervisors
Leon Page, County Counsel