

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 immediately prior to a Board meeting.*

February 28, 2023

CONSENT

13. Deleted

DISCUSSION

31. Continued to 3/14/23, 9:30 a.m.
40. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted by *Health Care Agency, OC Public Works and Public Defender* in 2/28/23 grant report and other actions as recommended - All Districts

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

Item: 40

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

- S41A. **Chairman Wagner** - Orange Park Acres Advisory Committee - Reappoint Cynthia Reina and Nancy Flathers, and appoint David Clemson, Orange, for terms ending 12/31/25
- S41B. **Chairman Wagner** - Establish Orange County Hall of Fame Ad Hoc Committee
- S41C. Revised Title to read:
County Executive Office - Acting as the Board of Supervisors and Orange County Flood Control District - Approve amendment 5 to Option Agreement with Majestic Realty Co. ~~for additional time~~ to finalize negotiations with United States Army Corps of Engineers for Section 408 Permit approval, extending term to 2/28/24; authorize Chief Real Estate Officer or designee to execute amendment ~~and~~ *with* minor modifications under certain conditions; and make California Environmental Quality Act (CEQA) exemption findings under CEQA Guidelines Section 15378 - All Districts
- S41D. **Clerk of the Board** - Approve revised 2023 Chairman's Appointments to CalOptima
- S41E. **Chairman Wagner and Supervisor Foley** - Adopt resolution to "Support Armenian Human Rights and End the Blockade of the Lachin Corridor"; and direct CEO Legislative Affairs to send a five-signature letter to Co-Chairs of Congressional Caucus on Armenian Issues, Orange County House of Representatives Members and California's US Senators

REVISIONS AND SUPPLEMENTALS TO FEBRUARY 28, 2023 AGENDA - PAGE 1 OF 2

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

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- S41F. **Sheriff-Coroner** - Approve contract MA-060-23010736 with Secure Guard Security Services Inc. for unarmed security guard services, one-year term (\$192,700); and authorize County Procurement Officer or Deputized designee to execute contract - District 2
- SCS1. **County Executive Office** - CONFERENCE WITH LABOR NEGOTIATOR - Pursuant to Government Code Section 54957.6:
Agency Negotiator: Colette Farnes
Employee Organizations: Association of Orange County Deputy Sheriffs (AOCDS), Orange County Employees Association (OCEA), Orange County Attorneys Association (OCAA), International Union of Operating Engineers (IUOE), United Domestic Workers of America (UDWA) and other non-represented employees
Re: Terms and Conditions of Employment
- SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Orange County Flood Control District v. Vargas, Riverside Superior Court Case No. RIC2003107; Vargas v. Orange County Flood Control District Case Number: CVRI2205294



Continuation or Deletion Request

2023 FEB 24 AM 10:54
RECEIVED
BOARD OF SUPERVISORS

Date: 02/24/23
To: Clerk of the Board of Supervisors
From: Kim Hostler *[Signature]*
Re: ASR Control #: 23-000119, Meeting Date 02/28/202 Agenda Item No. #
13
Subject: Appointment: Santiago Geologic Hazard Abatement District Board of
Directors

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

Comments:

Request deletion of Agenda Item No. # 13

Comments: Qualified candidates/nominees were not identified prior to the ASR deadline.



Continuation or Deletion Request

Date: February 27, 2023
To: Clerk of the Board of Supervisors
From: Clayton Chau, Agency Director, Health Care Agency *Clayton Chau MD*
Re: ASR Control #: 23-000154, Meeting Date 02/28/23 Agenda Item No. # 31
Subject: Appeal Hearing Panel Appointments

Request to continue Agenda Item No. # 31 to the 3/14/23 Board Meeting.

Comments:

Request deletion of Agenda Item No. # _____

Comments:



AGENDA STAFF REPORT

Agenda Item

40

ASR Control 22-001221

MEETING DATE: 02/28/23
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
 Julie Bechtol (714) 834-2009

SUBJECT: Grant Applications/Awards Report

CEO CONCUR Concur	COUNTY COUNSEL REVIEW No Legal Objection	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
Levine Act Review Completed: N/A
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 – Naloxone Distribution Project – \$157,500
2.	Approve Grant Application – Health Care Agency – California Healthy Brain Initiative State and Local Public Health Partnerships to Address Dementia – \$708,000
3.	Approve Grant Application – Health Care Agency – Building Our Largest Dementia (BOLD) Public Health Programs to Address Alzheimer’s Disease and Related Dementias – \$2,250,000
4.	Approve Grant Award – OC Public Works – Safe Streets and Roads for All (SS4A) Grant Program – \$808,000
5.	Approve Grant Award – Public Defender – Public Defense Pilot Program – \$3,984,665.26
6.	Receive and File Grants 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



Grants Report

DRAFT

County Executive Office/Legislative Affairs

February 28, 2023
Item No: 40

County of Orange Report on Grant Applications/Awards

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

On February 28, 2023, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

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

ACTION ITEMS:

1. Approve Grant Application – Health Care Agency – Naloxone Distribution Project – \$157,500
2. Approve Grant Application – Health Care Agency – California Healthy Brain Initiative State and Local Public Health Partnerships to Address Dementia – \$708,000
3. Approve Grant Application – Health Care Agency – Building Our Largest Dementia (BOLD) Public Health Programs to Address Alzheimer's Disease and Related Dementias – \$2,250,000
4. Approve Grant Award – OC Public Works – Safe Streets and Roads for All (SS4A) Grant Program – \$808,000
5. Approve Grant Award – Public Defender – Public Defense Pilot Program – \$3,984,665.26
6. Receive and File Grants Report.

If you or your staff have any questions or require additional information on any of the items in this report, please contact Julie Bechtol at 714-834-2009.



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / **GRANT AWARD**

Today's Date:	02/15/2023
Requesting Agency/Department:	OCHCA – Mental Health Recovery Services (MHRS)
Grant Name and Project Title:	Naloxone Distribution Project
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	Department of Health Care Services (DHCS)
Application Amount Requested:	2100 units of Naloxone (at \$75 per unit, that equates to \$157,500 in Naloxone distribution)
Application Due Date:	Ongoing project
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	N/A
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	In the last two years, HCA has received over 5,500 units through this ongoing grant.
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: This is a non-competitive allocation, based on a formula calculated by the state for each County
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The Health Care Agency (HCA) Mental Health Recovery Services (MHRS) is requesting to apply for this grant opportunity for free naloxone units, through the Department of Health Care Services (DHCS) Naloxone Distribution Project. Naloxone is a non-addictive medication that blocks the effects of opioids, and can quickly reverse an opioid overdose. Recent statistical information showed that 39,000 units of Naloxone has been approved for distribution in Orange County since the Naloxone Distribution Project implementation in October 2018.

OC HCA has an established Naloxone Policy and Procedure in place that includes training, storage, distribution and disposal, and meets criteria to submit applications to DHCS to participate in the Naloxone Distribution Project. Through the Naloxone Distribution Project, fifteen OC HCA – MHRS SUD County Clinics will gain additional access to Naloxone free of



**CEO-Legislative Affairs Office
Grant Authorization eForm**

charge and will be able to distribute to those individuals that qualify. Additionally, O&E and CYP programs will gain access to Naloxone free of charge and will be able to distribute to those individuals that qualify. HCA – MHRs will receive the Naloxone free of charge for a total savings of \$157,500 Naloxone can be reordered, free of charge, as long as the project remains active with DHCS.

Board Resolution Required?

(Please attach document to eForm)

Yes

No

Deputy County Counsel Name:

(Please list the Deputy County Counsel that approved the Resolution)

Recommended Action/Special Instructions

(Please specify below)

Authorize the Health Care Agency Director or designee to apply for Naloxone units from the California Department of Health Care Services free of charge for a total savings of \$157,500 (based on 2100 units requested).

Department Contact :

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

Veronica Kelley, Chief of Mental Health and Recovery Services
vkelly@ochca.com phone: 714-834-7024

Name of the individual attending the Board Meeting:

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

Veronica Kelley, Chief of Mental Health and Recovery Services
vkelly@ochca.com phone: 714-834-7024



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / **GRANT AWARD**

Today's Date:	February 17, 2023
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	2023-2025 California Healthy Brain Initiative State and Local Public Health Partnerships to Address Dementia
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Public Health Alzheimer's Disease Program
Application Amount Requested:	\$708,000 – 2 Years
Application Due Date:	March 17, 2023
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	N/A
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
<p>The California Department of Public Health (CDPH) Alzheimer's Disease Program (ADP)i is soliciting applications from local health jurisdictions (LHJs) to promote cognitive health, address cognitive impairment for people living in the community, and help meet caregiver needs. The purpose of the Request for Application (RFA) is to advance cognitive health as an integral component of public health. LHJs receiving funds shall incorporate all of the following fundamental planning principles: eliminating health disparities, improving health equity, collaborating across multiple sectors, and leveraging public and private resources for sustained impact.</p> <p>Required goals of the funding include:</p> <ul style="list-style-type: none"> • Monitoring data and evaluating programs to contribute to evidence-based practice. • Educating and empowering the public with regard to brain health and cognitive aging • Mobilizing public and private partnerships to engage local stakeholders in effective community-based interventions and best practices. • Strengthening the knowledge, skills, and abilities of health care professionals who deliver care services to people with Alzheimer's disease and other dementias and their family caregivers. 	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

HCA anticipates returning to the Board in April for approval to accept funding, if awarded.

Board Resolution Required?

(Please attach document to eForm)

Yes

No

Deputy County Counsel Name:

(Please list the Deputy County Counsel that approved the Resolution)

Recommended Action/Special Instructions

(Please specify below)

The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to apply for this grant award, and delegate authority to the Health Care Agency Director, or designee, to execute the application and any forms needed for this application.

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

Department Contact:

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

Dr. Regina Chinsio-Kwong, 714 834-2729, rchinsiokwong@ochca.com

Name of the individual attending the Board Meeting:

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

Dr. Clayton Chau



**CEO-Legislative Affairs Office
Grant Authorization eForm**

Attachment A

GRANT APPLICATION / **GRANT AWARD**

Today's Date:	February 1, 2023
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	BOLD Public Health Programs to Address Alzheimer's Disease and Related Dementias
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	Centers for Disease Control and Prevention (CDC)
Application Amount Requested:	\$2,250,000 – 5 Years
Application Due Date:	March 23, 2023
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	N/A
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
<p>The funding opportunity carries out actions from the Building Our Largest Dementia (BOLD) Infrastructure for Alzheimer's Act PL 115-406 and will fund public health departments to increase their capacity to contribute to the field of Alzheimer's Disease and Related Dementias (ADRD) with an emphasis on increasing awareness and understanding among the general public, providers, and other professionals of ADRD topics including risk reduction, early diagnosis of ADRD, prevention and management of comorbidities leading to preventable hospitalizations, and caregiving for persons with dementia. Recipients are also expected to increase coordination of statewide efforts including improvement of community-clinical linkages between clinical, services, supports and community resources.</p> <p>HCA anticipates returning to the Board in September for approval to accept funding if awarded.</p>	
Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the Resolution)</small>	
Recommended Action/Special Instructions	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

(Please specify below)

The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to apply for this grant award, and delegate authority to the Health Care Agency Director, or designee, to execute the application and any forms needed for this application.

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

Department Contact:

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

Dr. Regina Chinsio-Kwong, 714 834-2729, rchinsiokwong@ochca.com

Name of the individual attending the Board Meeting:

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

Dr. Clayton Chau



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / GRANT AWARD

Today's Date:	February 28, 2023
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	Safe Streets and Roads for All (SS4A) Grant Program - Orange County Local Road Safety Plan (LRSP)
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	U.S. Department of Transportation Infrastructure Investment and Jobs Act (also referred to as the "Bipartisan Infrastructure Law" or "BIL")
Application Amount Requested:	\$808,000
Application Due Date:	September 15, 2022
Board Date when Board Approved this Application:	August 23, 2022
Awarded Funding Amount:	\$808,000
Notification Date of Funding Award:	January 31, 2023
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO) No	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	This is a <u>NEW</u> grant, which will be recurring annually for five years; we have not been awarded this grant in the past.
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input checked="" type="checkbox"/> Amount <u>\$202,000</u> No <input type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	Fund 115
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
<p>This grant facilitates development of a comprehensive safety action plan, referred to as, Local Road Safety Plan (LRSP). The LRSP will lay the framework for identifying, analyzing, and prioritizing roadway safety improvements on the County's local roads, and provide eligibility for future grant awards for implementation of safety improvement projects, identified in the LRSP. The process of developing a LRSP results in a prioritized list of issues, risks, actions, and improvements catered towards reducing fatalities and serious injuries. This systematic process not only considers engineering, but also the other "E's" such as equity, engagement, education/encouragement, and evaluation, when developing the LRSP, allowing the County to be proactive, rather than reactive, in its efforts to increase roadway safety.</p> <p>The total cost of developing a LRSP is estimated at \$1,010,000. The requested grant amount is \$808,000 (80%) and the local match is \$202,000 (20%).</p>	
Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the Resolution)</small>	N/A
Recommended Action/Special Instructions <small>(Please specify below)</small>	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

<ol style="list-style-type: none">1. Authorize the Director of OC Public Works or designee to accept grant funds for the development of Local Road Safety Action Plan (LRSP);2. Authorize the Director of OC Public Works or designee to sign cooperative agreements with the U.S. Department of Transportation, and to invoice for the development Local Road Safety Action Plan (LRSP);	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Sonica Kohli, 714/647-3910, Sonica.Kohli@ocpw.ocgov.com	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Kevin Onuma, County Engineer, OC Public Works Nardy Khan, Deputy Director, OC Infrastructure Programs, OC Public Works	



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / GRANT AWARD

Today's Date:	February 22, 2023
Requesting Agency/Department:	Public Defender
Grant Name and Project Title:	Public Defense Pilot Program
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Board of State and Community Corrections
Application Amount Requested:	\$3,984,665.26
Application Due Date:	December 6, 2022
Board Date when Board Approved this Application:	December 6, 2022
Awarded Funding Amount:	\$3,984,665.26
Notification Date of Funding Award:	February 22, 2023
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 21- 22 Round 1 Applied: \$4,004,654.76 Awarded: \$4,004,654.76
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Population Driven Allocation
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	
Will the grant/program create new part or full-time positions?	Yes
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
<p>The funding for the grant comes from the State Budget Act for fiscal year 2021-22, which allocated \$49,500,000 a year for three years to Counties to implement four recently enacted criminal justice mandates. Utilizing grant funding, Public Defender funds programs to represent clients within the scope of the grant—those falling under Penal Code sections 1172.6 (homicide resentencing), 3051 (youthful offender parole), 1172.1 (resentencing upon recommendation of the Secretary of CDCR) and 1473.7 (providing for vacating prior convictions under certain circumstances). This is the second round of funding for this grant and covers a period from March 1, 2023 to March 1, 2024.</p>	
Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Resolution adopted by the Board at the meeting on December 7, 2021.
Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the Resolution)</small>	Mark Servino & Brittany McLean
Recommended Action/Special Instructions	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

(Please specify below)	
Authorize the Public Defender, or designee, to accept the second round of funding under the California Board of State and Community Corrections Public Defense Pilot Program.	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Martin Schwarz Public Defender martin.schwarz@ocpubdef.com (657) 251-8879	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Martin Schwarz Public Defender	



MEMORANDUM

To: Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Date: February 16, 2023

RE: Appointment to the Orange Park Acres Advisory Committee

S41A

I would like to add these appointments to the Tuesday, February 28, 2023 Board meeting as a supplemental item. The Orange Park Acres Advisory Committee is synonymous with the Orange Park Association Board. To be up to date with the County's Orange Parks Acres Advisory Committee, I would like to submit the following applicants for appointment with their term dates:

- Reappoint Cynthia Reina for a term of January 1, 2023 – December 31, 2025
- Reappoint Nancy Flathers for a term of January 1, 2023 – December 31, 2025
- Appoint David Clemson for a term of January 1, 2023 – December 31, 2025 replacing Mark Sandford

2023 FEB 16 PM 1:23
RECEIVED
CLERK OF THE BOARD
COUNTY OF ORANGE



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. This application shall be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility.

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:

OPA Advisory Committee

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Form fields for applicant name (Cynthia Lynn Reina), residence address (Orange CA), phone numbers, and email address.

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

NAME OF COUNTRY OF CITIZENSHIP:

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

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

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

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
OPA Womens League	1/29/22	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, EXCLUDING ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA 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 the Treasurer of Orange Park Association for the last three years. All board members serve on the Advisory Committee. I have been re-elected at the Jan 28th annual meeting for the next 3 years.

DATE: 1/31/23

APPLICANTS SIGNATURE: *Cynthia Lewis*

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"/> 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	

Cynthia "Cindy" Reina

Summary

HR Generalist / Manager with multi-functional experience in full cycle recruiting, benefits, compensation, training and project management, and employee relations; Strong interpersonal skills, results oriented and a passion for excellence.

Education

Professional Human Resources Certificate (PHR)	HRCI
Masters of Arts <i>Organizational Management</i>	University of Phoenix
BA in Management <i>Certificate: Industrial Relations</i>	University of Phoenix University of Phoenix

Computer Systems and Skills

Microsoft Office, Lotus Notes, ATS systems Kenexa (Webhire), Genesis, PeopleSoft, Kronos, Quickbooks and Quicken, typing 75 wpm

Professional Experience

HR Consultant / Self Employed 1099

5/2009 - present

Work with small businesses fulfilling their HR needs with record keeping, employee handbooks, I-9 audits and corrections, recruiting, benefit open enrollment and administration, safety, and any other HR needs the business requests.

Henkel of America (formerly Ablestik Laboratories), Rancho Dominguez

6/2004 – 6/2009

Sr. HR Generalist

- Full cycle recruiting for all levels of the organization; working closely with managers on their hiring strategies and participating in career and campus fairs representing the company.
- Led benefit open enrollment meetings; liaison between employees and benefit companies and COBRA company
- Conducted HR trainings of new policies, procedures, and compliance
- Responsible for the Purchasing card for HR Department; justifying expenses against the established budget.
- Team Leader for the Ablestik Recreation committee; Responsible for planning company events and obtaining discounts for employees.
- Managed job requisitions assigned to the Helpmates Temporary Staffing Agency, monitoring the length of assignments to avoid co-employment relationship issues.
- Negotiated external recruiter fees when as necessary for our hard-to-fill positions.
- Responsible for project management within HR. Projects to include Job descriptions, Compensation market data surveys, Sarbanes Oxley audit and company/HR audits for ISO or safety compliance and Data management for PeopleSoft to SAP conversion.

Helpmates Staffing, Cerritos
HR Generalist/Office Manager

10/2002 – 6/2004

- Placed at Ablestik Laboratories to evaluate their recruiting needs and establish a recruitment system for placing candidates within the organization. Performed full cycle recruiting for all open to fill positions
- Managed various HR projects as assigned.

RapidText, Newport Beach, CA
Human Resources Manager

8/2001 – 10/2002

- Managed all employee records and personnel transactions.
- Negotiated and managed employee benefit plan with broker; coordinated open enrollment for all employees.
- Conducted management training in interviewing techniques, performance reviews, safety and sexual harassment.
- Advised management in appropriate resolution of employee relation issues.
- Responded to inquiries regarding policies, procedures and programs.
- Performed full cycle recruiting for all open positions.
- Created and administered a new employee orientation program.
- Investigated on-the-job accidents and prepared reports for insurance carrier.
- Conducted exit interviews to determine reasons behind separation.
- Prepared reports and recommended policies and procedures updates.
- Created an employee handbook.
- Represented the organization at unemployment hearings.
- Contacted outside agencies to provide employee services and discounts.

Bristol West Insurance, Anaheim, CA
Recruitment Specialist

4/1998 – 6/2001

- Developed and implemented effective recruitment strategies in order to attract and screen high quality candidates for various positions.
- Created recruitment plans with management to meet organizational needs.
- Interviewed candidates, making determination on skills, experience and attributes; eliciting information that provided both tangible and intangible characteristics from candidates.
- Conducted background checks, negotiated offers and performed new hire orientation.
- Negotiated contracts with firms and agencies when utilizing temporary staff.
- Conducted exit interviews and provided feedback to organization.
- Assisted in developing and implementing of HR policies and procedures and their dissemination through the employee manual, communication and/or meetings.
- Assisted with various projects to include planning company events, benefit open enrollment, unemployment responses, and benchmarking other organizations for best practices, benefits and compensation.

Kaiser Permanente Hospital, Anaheim, CA
Human Resources Manager

11/1982 – 12/1997

- Supervised the Human Resource office support staff in the areas of Benefits, Records, Payroll, and Workers Compensation/State Disability.
- Conducted formal training programs and orientations.
- Assisted in the change efforts and re-organization of HR department, from decentralized to centralized, with Anaheim office closure date in June 1997.
- Instrumental in Human Resources readiness for JCAHO compliance in October 1997 inspection.



APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

RECEIVED CLERK OF THE BOARD

FEB 03 2023

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. This application shall be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility.

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:

OPA Advisory Committee

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Form fields for name (Nancy Louise Flathers), address (Orange CA), and contact information (Home Phone Number, Cell Phone Number, Email Address).

Form fields for CURRENT EMPLOYER, OCCUPATION/JOB TITLE, BUSINESS ADDRESS, and BUSINESS PHONE NUMBER.

Form fields for citizenship (USA) and voter registration (Orange).

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

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
OPA Trail Committee	09/1988	Present
OPA Women's League	01/1990	Present
OPA Association Board of Directors	12/2021	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, EXCLUDING ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA 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 a resident of Orange Park Acres for 45 years and having served on the Orange Park Board of Directors for the last year I understand the importance of preserving our equestrian lifestyle and the need to protect it and promote it through effective communication between our association and the county and the city.

DATE: 01/31/2023

APPLICANTS SIGNATURE: *Nancy L. Fletcher*

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

Date Received:	<u>2/3/23</u>	Received by:	<u>Maria Lopez</u>
Date referred:	<u>2/7/23</u>	Deputy Clerk of the Board of Supervisors	
To:	<input type="checkbox"/> BOS District 1	<input type="checkbox"/> BOS District 2	<input checked="" type="checkbox"/> BOS District 3
	<input type="checkbox"/> All BOS	<input type="checkbox"/> BCC Contact Person Name	<input type="checkbox"/> BOS District 4
			<input type="checkbox"/> BOS District 5

Employment History – Please note that dates are as memory serves.

Waitressed for the Rusty Pelican Corporation 1970's to 1980's

Worked at my husband's furniture manufacturing plant, Beach Manufacturing, from around 2004 to 2007, running errands and helping as needed. Worked at trade shows.

My main work has been a lifetime of riding, training, showing, breeding and selling horses.



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. This application shall be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility.

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:

OPA Advisory Committee

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

APPLICANT NAME AND RESIDENCE ADDRESS:

David Lawrence Clemson (First Name, Middle Name, Last Name)

Street Address, City (Corange), State (CA), Zip Code

Home Phone Number, Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

NAME OF COUNTRY OF CITIZENSHIP: USA

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

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

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

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, EXCLUDING ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA 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 would like to help preserve the CPA Community

DATE: 2/1/23 APPLICANTS SIGNATURE: *[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"/> All BOS	<input type="checkbox"/> BOS District 3
<input type="checkbox"/> BCC Contact Person Name _____	<input type="checkbox"/> BOS District 4
	<input type="checkbox"/> BOS District 5

David Clemson

Real Estate Sales Agent

Objectives

To Preserve and Protect OPA's Equestrian Community

To work with the County of Orange to advise on projects within OPA

Experience

Real Estate Agent

EXP Realty of California Inc

January 2020 to present

Remax

January 1991 to December 2019

Education

Cal State University Fullerton, School of Business

1991

High School Diploma

Graduate

Skills

Real estate, Office Procedures, Leadership, Sales, Customer Care

Top 1% Nationally in Real Estate for the past 20 years

Served on two Home Owners Associations

Volunteer on the OPA Trails Committee

Contact





MEMORANDUM

To: Robin Stieler, Clerk of the Board
From: Chairman Donald P. Wagner, Third District
Date: February 16, 2023
RE: Supplemental Item for February 28, 2023

S41B

Orange County is home to nationally ranked university teams, professional sports teams, world-class dining, shopping, and more.

Orange County residents have gone on to achieve great success and influence, inspiring the next generation to make a difference. Orange Countians are celebrated around the world, and they deserve recognition for putting our great County on the map.

Out of Orange County, we have seen Hall of Fame and Olympic medal-winning athletes, Hall of Fame musicians, Academy Award winners, and entrepreneurs with innovations that have changed the world. It is time for Orange County to recognize the leaders who made an impact. It is an opportunity to share with the public how Orange County truly is a great place to live, work, and raise the next generation of leaders.

I would like to add a supplemental item to the February 28, 2023, Board of Supervisors meeting to establish an ad hoc committee of Vice Chairman Andrew Do and myself to develop and provide recommendations to the Board on the establishment of an Orange County Hall of Fame. The work of this ad hoc committee is expected to be completed, and its recommendations will be brought to the Board, prior to December 31, 2023.

RECEIVED
2023 FEB 16 PM 1:23
CLERK OF THE BOARD
BOARD OF SUPERVISORS



Revision to ASR and/or Attachments

2023 FEB 23 P 11:3:58
RECEIVED
CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: 2/23/2023

To: Clerk of the Board of Supervisors

CC: County Executive Office

From: *DW* Doug Woodyard, Administrative Manager II, CEO Real Estate

Re: ASR Control #: N/A, Meeting Date 2/28/23, Item No. # S41C

Subject: Approve Fifth Amendment to Option Agreement with Majestic Realty Co.

Frank Kim
Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.02.23 15:47:49 -0800

Explanation:

The Recommended Action section, Recommended Action 2 is revised to provide more specific information on the agreement and purpose of the action.

Revised Recommended Action(s)

2. Authorize the Chief Real Estate Officer or designee to execute the Fifth Amendment to Option Agreement, with Majestic Realty Co., extending the option term ~~agreement through~~ from February 28, 2023 to February 28, 2024, in substantially the form attached with minor modifications that do not increase the liability or cost to the County, upon approval by County Counsel, to provide additional time for Majestic to finalize negotiations with the United States Army Corp of Engineers so that Majestic may execute the Master Lease Agreement with the County, which was previously approved by the Board of Supervisors for the development of a parcel owned by the Orange County Flood Control District.

Make modifications to the:

Subject Background Information Summary Financial Impact

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



County Executive Office

Memorandum

February 21, 2023

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2023.02.22 09:04:12
-08'00'

RECEIVED
2023 FEB 22 PM 1:42
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

S41C

The County Executive Office is requesting a Supplemental Agenda Staff Report for the February 28, 2023, Board Hearing.

Agency: County Executive Office – Real Estate
Subject: Approve Fifth Amendment Agreement with Majestic Realty Co.
Districts: All

Reason Item is Supplemental: Existing Option Agreement terminates on February 28, 2023.

Justification: The Option Agreement extension request was received from Majestic Realty Co. on February 9, 2023, and requires action by the Board of Supervisors at the February 28, 2023 hearing date or the current term to the Option Agreement will terminate. The Agenda Staff Report and attachments for this item were finalized after the filing deadline to the Clerk of the Board.

Concur:

Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE: 02/28/22

LEGAL ENTITY TAKING ACTION: Board of Supervisors and the Orange County Flood Control District

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: County Executive Office

DEPARTMENT HEAD REVIEW: Frank Kim
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Thomas A. Miller (714) 834-6019
Brian Bauer (714) 834-5663

2023 FEB 28 PM 1:42
BOARD OF SUPERVISORS
COUNTY OF ORANGE
Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.02.22 08:57:09 -0800

SUBJECT: Approve Fifth Amendment to Option Agreement with Majestic Realty Co.

CEO CONCUR

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.02.22 08:56:50 -0800

CEO Signature

COUNTY COUNSEL REVIEW

Approved to Form

Action

County Counsel Signature

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

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

Levine Act Review Completed: Yes

Prior Board Action: 9/25/2018 #36; 10/25/2016 #S49G

RECOMMENDED ACTION(S)

1. Find that the subject activity is not a project within the meaning of CEQA guidelines Section 15378 and is therefore not subject to review under CEQA.
2. Authorize the Chief Real Estate Officer or designee to execute the Fifth Amendment to Option Agreement, with Majestic Realty Co., extending the agreement through February 28, 2024, in substantially the form attached with minor modifications that do not increase the liability or cost to the County, upon approval by County Counsel.

SUMMARY:

Approval of the Fifth Amendment to Option Agreement will provide Majestic Realty Co. with one additional year of option term to finalize negotiations with the United States Army Corps of Engineers for Section 408 Permit approval so that Majestic may enter into the Ground Lease, previously approved by the

Board of Supervisors, for the development of Orange County Flood Control District property in Chino, also known as the Majestic Chino Heritage Project.

BACKGROUND INFORMATION:

The Orange County Flood Control District (District) owns an approximately 95-acre vacant parcel located in the City of Chino, California (Property). The Property is located at the southeast corner of Mountain Avenue and Bickmore Avenue, in an industrial area within the Prado Flood Control Basin. The Property was acquired by the District for the Prado Dam element of the Santa Ana River Mainstem Project, to provide for the storage of floodwaters within the planned expansion of the Prado Dam Reservoir.

On October 25, 2016, in response to a Request for Qualifications, the Board of Supervisors (Board) selected Majestic Realty Co. (Majestic) to lease and develop the site and authorized the Chief Real Estate Officer or designee to execute an Option Agreement (Option), Fill Dirt License, and Master Lease with Majestic, upon satisfaction of conditions to the Option. Majestic paid the District \$10,000 upon execution of this Option. On September 25, 2018, the Board approved a First Amendment to Option Agreement, which allowed Majestic an additional 36 months on its option term, to obtain all entitlements necessary for development of the Project.

Majestic received City entitlement approvals for the Project in June 2021, which included two industrial buildings, totaling 2,082,174 square feet, pursuant to the Option Agreement with the County of Orange dated October 25, 2016. On June 29, 2022, the United States Corps of Engineers (Corps) issued an approval of the Project with various conditions outlined in the Corps Decision Letter and Section 408 Permit Approval and Conditions (Permit), which is attached hereto as Attachment B that complicate the development of the Project as currently planned. After the Permit letter, and through discussions with Majestic, the Corps agreed to modify a condition to the Permit to remove the most objectional term, a condition that restricted building on top of the 1941 flowage easement. This condition would have resulted in the elimination of a portion or entirety of the proposed southern building, approximately 914,000 square feet. Majestic has received some additional concessions from the Corps to the Permit conditions; however, the Corps has not yet issued further revised Permit conditions. Majestic has also identified at least three additional conditions that it needs the Corps to revise in the Permit prior to exercising its Option for which it has requested additional option term, as outlined below.

The Majestic Option term was extended for delays due to the COVID-19 pandemic, litigation (which was dismissed in September 2021), and delay by the Corps, with approval of the Board, through a Second, Third and Fourth Amendment to the Option. Majestic's current term under the Option Agreement, as amended, ends on February 28, 2023. In a letter from Majestic, dated February 9, 2023, which is attached hereto as Attachment C, Majestic requests an additional year of Option term to continue to work with congressional representatives and the Corps to address the final Permit conditions and work with County staff to meet all other conditions precedent to exercising the Option. Once conditions of the Option Agreement are fulfilled, the District and Majestic will enter into the previously Board-approved Master Ground Lease Agreement and Fill Dirt License Agreement, which will allow for development of the Property.

While discussions with the Corps in late 2022 indicated that the Permit conditions would be revised and finalized by the Corps, this has not occurred to date as all revisions requested by Majestic have not been made. For this reason, CEO Real Estate is bringing this action to the Board less than 30 days prior to the Option expiration, which while not in accordance with the Board directed procedure, is unavoidable.

Compliance with CEQA:

The proposed project was previously determined not to be a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change as determined on October 25, 2016, when the original option and lease agreement was approved by the Board of Supervisors.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Fifth Amendment to Option Agreement

Attachment B – Corps Decision Letter & 408 Permit Approval & Conditions

Attachment C – Majestic Request for Extension Letter, dated February 9, 2023



**FIFTH AMENDMENT TO
OPTION AGREEMENT**

THIS FIFTH AMENDMENT TO OPTION AGREEMENT (“**Fifth Amendment**”) is made as of February 28, 2023 (“**Commencement Date**”), by and between the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter called “**District**”), and MAJESTIC REALTY CO., a California corporation (together with its successors and/or assigns, hereinafter called “**Optionee**”). District and Optionee may sometimes hereinafter individually be referred to as “**Party**” or jointly as the “**Parties.**”

Recitals

- A. The Parties previously entered into that certain Option Agreement dated October 25, 2016 (“**Option Agreement**”), to allow the Optionee to: (i) investigate the development potential of the Premises, as defined in the Option Agreement; (ii) pursue certain Entitlements, as defined in the Option Agreement; (iii) enter into a Ground Lease, as defined in the Option Agreement, for the leasing and development of the Premises; and (iv) investigate the potential to utilize, excavate and remove certain soil and fill dirt located on the Excess Fill Dirt Site for use at the Premises, and acquire certain rights and interest in the Excess Fill Dirt Site pursuant to the Ground Lease, all as more fully set forth in the Option Agreement.
- B. The Parties amended the Option Agreement pursuant to a First Amendment to Option Agreement dated September 25, 2018 (“**First Amendment**”), which, among other things, extended the Option Term, and included Excess Dirt Site Fill #2, Excess Dirt Site Fill #3, Excess Dirt Site Fill #4, Excess Dirt Site Fill #5 and Excess Fill Dirt Site #6 (as defined therein) as part of the definition of Excess Fill Dirt Site (as defined in the Option Agreement) on the terms set forth therein.
- C. The Parties further amended the Option Agreement pursuant to a Second Amendment to Option Agreement dated December 13, 2021 (“**Second Amendment**”), to revise the Option Term, as set forth therein.
- D. The Parties further amended the Option Agreement pursuant to a Third Amendment to Option Agreement dated May 19, 2022 (“**Third Amendment**”), to again revise the Option Term, as set forth therein.
- E. The Parties further amended the Option Agreement pursuant to a Fourth Amendment to Option Agreement dated December 7, 2022 (“**Fourth Amendment**”), to again revise the Option Term to expire on February 28, 2023.

- F. The Parties now desire to further amend the Option Agreement, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, to further extend the term of the Option Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Option Agreement, and other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree to amend the Option Agreement as follows:

1. All terms not specifically defined herein shall have the meaning set forth in the Option Agreement, as amended.
2. Section 3 of the Option Agreement, entitled “TERM,” as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, is hereby deleted from the Option Agreement and the following is substituted:

“3. TERM (PM05.1 N)

The term of this Option Agreement commenced on October 25, 2016 and shall terminate on February 28, 2024 (“**Option Term**”) unless further extended by the Parties; provided that the duration of the Option Term and all obligations hereunder shall be tolled during any period of time, whether occurring before, on or after the date of the Fifth Amendment to this Lease, in which a lawsuit, action or court proceeding is pending that challenges or involves any Entitlements or otherwise challenges the validity of this Option Agreement, as well as during any period of time that a Force Majeure Event, as defined in Section 34 hereafter, exists.”

3. Except as specifically amended herein all terms and conditions of the Option Agreement, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, shall remain in full force and effect. To the extent there are conflicts between the Option Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment, this Fifth Amendment shall control.

[Intentionally left blank – signature pages follow]

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

OPTIONEE:



MAJESTIC REALTY CO.,
a California corporation

By: 
Name: EDWARD P. ROSKI, JR
Title: President and Chairman of the Board

By: _____
Name:
Title:

DISTRICT:

**ORANGE COUNTY FLOOD CONTROL
DISTRICT,
a body corporate and politic**

**Thomas A. Miller, Chief Real Estate Officer
County of Orange, Pursuant to Minute Order
Dated February 28, 2023**

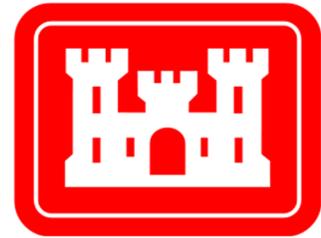
**APPROVED AS TO FORM:
COUNTY COUNSEL**

By: *Michael A. Haubert*
Deputy

Digitally signed by Michael A. Haubert
DN: cn=Michael A. Haubert, ou=County of
Orange, ou=County Counsel,
email=michael.haubert@occo.orgov.com, c=US
Date: 2023.02.17 13:49:25 -0800



DEPARTMENT OF THE ARMY
33 U.S.C. § 408 PERMISSION
U. S. Army Corps of Engineers
Los Angeles District



REQUESTER / NON-FEDERAL SPONSOR: Orange County Flood Control District, 300 North Flower Street, Santa Ana, CA 92703-5000

THIRD-PARTY PERMITTEE: Majestic Realty Co., 13191 Crossroads Parkway North Sixth Floor, City of Industry, CA 91746-3497

PERMISSION NUMBER: 408-SPL-2022-0009

ISSUING OFFICE: U.S. Army Corps of Engineers, Los Angeles District (USACE-SPL)

USACE-SPL SECTION 408 COORDINATOR: Mr. Rafi Talukder, (213) 452-3745,
spl.408permits@usace.army.mil

AFFECTED USACE PROJECT AND DESCRIPTION: Prado Dam, a feature for flood control in the Santa Ana River Main Stem flood control system (USACE Project)

LOCATION: LAT 33.957541° N, LONG -117.662515° W

APPROVED ALTERATION OF THE USACE PROJECT:

Majestic Chino Heritage Project: 1) excavate 600,000 cubic yards of material from five sites on Orange County Flood Control District-owned land within the Prado Dam Reservoir; 2) place the excavated material as fill on Orange County Flood Control-owned land encumbered by a USACE flowage easement and construct two warehouses; and 3) construct a 48-inch Reinforced Concrete Pipe (RCP) drain connection to Cypress Channel (Section 408 Activity).

The “approved plans and specifications,” dated 14 April 2019, upon which this Permission is based are retained by USACE-SPL and filed under the Permission Number listed above.

I. General Conditions

1. USACE-SPL acknowledges that the Section 408 Activity shall be carried out by the Third-Party Permittee and that this Permission is being issued to the Requester, pursuant to the Requester’s obligations under any applicable U.S. Army Corps of Engineers (USACE) project agreement(s) and as codified in 33

U.S.C. 2213 (j). USACE-SPL reserves the right to enforce all conditions stated herein against the Requester directly. The Requester, Third-Party Permittee, and their contractor(s), shall comply with all General Conditions and Special Conditions detailed herein.

2. This permission doesn't grant any property rights or exclusive privileges to the Requester and the Third-Party Permittee. The flowage easements remain on the property as is and no change shall be made or imputed to the Project Cooperation Agreement affirming that the property shall remain in public ownership and limited to uses compatible with the Prado Dam Project, including inundation to any elevation for project operations.
3. The Requester and the Third-Party Permittee shall not build any structure within the existing flowage easement areas, to include any portion of the proposed commercial warehouses. Any request to encroach upon the flowage easement to construct surface parking lots, loading docks, utilities, and any other structure must be approved by the District prior to initiation of any such activity.
4. The Requester and the Third-Party Permittee shall not build any underground storage tanks, and on-site waste storage on the property. Above ground storage tanks, vehicles, storage containers, or any other article that could float during a flood must each be adequately anchored to prevent it from becoming dislodged due to buoyancy and/or swift currents.
5. In the event the Third-Party Permittee fails to maintain the Section 408 Activity in good condition and in conformance with the terms and conditions of this Permission or the agreement or separate permit referenced in General Condition 3 and Special Conditions, below, the Requester shall be responsible for taking any and all actions necessary to prevent or mitigate any interference with the operation and maintenance of the USACE Project that may result from the Third-Party Permittee's failure, in accordance with the following:
 - a. Except when immediate action is necessary to prevent or minimize injury to persons or damage to property or the environment, the Requester shall, prior to commencing any such actions other than the Section 408 Activity, provide notice to USACE-SPL of the proposed actions and obtain USACE-SPL's approval.
 - b. When the Requester takes immediate action to prevent injury to persons or damage to property or the environment, the Requester shall notify the USACE-SPL Section 408 Coordinator of such actions as soon as reasonably practicable and shall obtain USACE-SPL's approval of any additional actions reasonably necessary to prevent or mitigate the interference with the operation of the USACE Project.
 - c. In the event that the Requester fails to prevent interference or potential interference with the operation of the USACE Project resulting from

modifications or alterations by the Third-Party Permittee, the Requester then shall be responsible to remove the Section 408 Activity in a manner acceptable to USACE-SPL. Removal shall be conducted only after consultation with USACE-SPL and upon amendment of this Permission.

6. The Requester shall be bound by the following requirements, and prior to the commencement of any construction related to the Section 408 Activity, the Requester shall enter into an agreement with, or issue a separate permit to, the Third-Party Permittee which shall impose the following requirements on the Third-Party Permittee:
 - a. This Permission only authorizes the Third-Party Permittee and the Requester to undertake the Section 408 Activity described herein under the authority provided in Section 14 of the Rivers and Harbors Act of 1899, as amended (33 U.S.C. 408). This Permission does not obviate the need to obtain other federal, state, or local authorizations required by law. This Permission does not grant any property rights or exclusive privileges, and the Third-Party Permittee and the Requester must have appropriate real estate instruments in place prior to construction and/or installation.
 - b. Any Lease or Sub-Lease instrument shall include an indemnification clause binding the Requester fully indemnifying the United States, the Secretary of the Army, the Army Corps of Engineers, or any officer or employee thereof, from any future claim for damages to property, injuries to persons, or lives lost as a proximate or indirect result of inundation of the property pursuant to the operation of Prado Dam. Any Lease or Sub-Lease instrument shall also include a waiver clause binding the Third-Party Permittee fully waiving and affirmatively disclaiming any future claim against the United States, the Secretary of the Army, the Army Corps of Engineers, or any officer or employee thereof, for any and all damages to property, injuries to persons, or lives lost as a proximate or indirect result of inundation of the property pursuant to the operation of Prado Dam. Such indemnification and waiver clauses shall be disclosed to the USACE for timely review and approval prior to the signing of any real estate instrument between the Requester and the Third-Party Permittee, and the Third-Party Permittee and any sub-lessee.
 - c. The time limit for completing the Section 408 Activity ends two (2) years after the effective date of this Permission. If the Third-Party Permittee finds that it requires more time to complete the Section 408 Activity, the Requester shall submit a request for a time extension to USACE-SPL for consideration at least one month before the above time limit is reached. Should construction activities fail to commence within two (2) years after the effective date of this Permission, this Permission shall be immediately revoked.

- d. Without prior written approval of the USACE, the Third-Party Permittee and the Requester must neither transfer nor assign this Permission nor grant any interest, privilege, or license whatsoever in connection with this Permission. Any sublet of the premises must be reviewed and approved by the USACE prior to signing of the real estate instrument to ensure that all appropriate indemnification and waiver clauses are fully and accurately addressed. Failure to comply with this condition will constitute noncompliance for which the Permission may be revoked immediately by the USACE.
- e. The Third-Party Permittee and the Requester understand and agree that, if future operations by the United States require the removal, relocation, or other alteration of the Section 408 Activity herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said work will cause unreasonable conditions and/or obstruction of the USACE Project authorized design, the Third-Party Permittee and the Requester will be required upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim can be made against the United States on account of any such removal or alteration.
- f. The United States will in no case be liable for:
 - 1. any damage or injury to the structures or work authorized by this Permission that may be caused or result from future operations undertaken by the United States, and no claim or right to compensation will accrue from any damage; or
 - 2. damage claims associated with any future modification, suspension, or revocation of this Permission.
- g. The United States will not be responsible for damages or injuries which may arise from or be incident to the construction, maintenance, and use of the project requested by the Third-Party Permittee or by the Requester, nor for damages to the property or injuries to the Third-Party Permittee's or the Requester's officers, agents, servants, or employees, or others who may be on the Third-Party Permittee's or the Requester's premises or project work areas or the USACE Project(s) rights-of-way. By accepting this Permission, the Third-Party Permittee and the Requester hereby agree to fully defend, indemnify, and hold harmless the United States and USACE from any and all such claims, subject to any limitations in law.
- h. Any damage to the water resources development project or other portions of any USACE Project(s) resulting from the Third-Party Permittee's activities must be repaired at the Third-Party Permittee's expense. The repairs shall be accomplished to the satisfaction of USACE-SPL.

- i. The determination that the activity authorized by this Permission would not impair the usefulness of the USACE Project and would not be injurious to the public interest was made in reliance on the information the Requester and Third-Party Permittee provided.
- j. USACE-SPL, at its sole discretion, may reevaluate its decision to issue this Permission at any time circumstances warrant, which may result in a determination that it is appropriate or necessary to modify or revoke this Permission. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - 1. The Third-Party Permittee or Requester fails to comply with the terms and conditions of this Permission;
 - 2. the information provided in support of the Requester's Section 408 Permission request proves to have been inaccurate or incomplete; or
 - 3. significant new information surfaces which this office did not consider in reaching the original decision that the activity would not impair the usefulness of the water resources development project and would not be injurious to the public interest.
- k. The Third-Party Permittee is responsible for implementing any requirements for mitigation, reasonable and prudent alternatives, or other conditions or requirements imposed as a result of environmental compliance.
- l. Work/usage allowed under this Permission must proceed in a manner that avoids interference with the inspection, operation, and maintenance of the USACE Project.
- m. In the event of any deficiency in the design or construction of the Section 408 Activity, the Requester and Third-Party Permittee are responsible for taking remedial action to correct the deficiency.
- n. The right is reserved to the USACE to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to operate and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Third-Party Permittee and the Requester will have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.
- o. The Requester must provide copies of pertinent design, construction, and/or usage submittals/documents. The USACE may request that survey

and photographic documentation of the alteration work and the impacted project area be provided before, during, and after construction and/or installation.

- p. The USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work.
- q. If the scope of the Section 408 Activity changes from the approved plans and specifications upon which this Permission is based, the Requester must resubmit the Section 408 Permission request with the Permission Number and revisions clearly identified. Work associated with the Section 408 Activity that does not pertain to the revised portion of the project may continue while the revisions are being reviewed unless USACE-SPL indicates otherwise. If USACE-SPL determines that changes in scope or details have an impact outside approved alteration area, a new Section 408 Permission request will be required.
- r. The Requester shall comply with any USACE review requirements for all design elements. The Requester shall fund for all major milestones (i.e. 35%, 65%, and 95%) review and ensure the final design elements meet USACE requirements.
- s. The Third-Party Permittee shall notify the USACE-SPL Section 408 Coordinator and the Requester of the start date for construction and submit a copy of the construction schedule at least two (2) weeks prior to starting. Updated construction schedules shall be made available upon request. Construction activities shall not impair USACE-SPL access to perform maintenance services, inspections, and patrolling activities. Routine construction progress report will be required. An invitation shall be sent to USACE-SPL for any kick-off meetings and final walk-through, as applicable.
- t. Upon completion of construction of the Section 408 Activity, the Third-Party Permittee shall submit to USACE-SPL and the Requester electronic copies of the as-built plans showing the new work as it relates to identifiable feature of the USACE Project with post compilation of topographic survey information. The as-built plans must be signed by the Third-Party Permittee's Engineer of Record. Electronic copies of the as-built plans shall be submitted in .pdf format to the Requester and USACE-SPL. As-built plans must be provided within 60 days of construction completion.
- u. O&M Manual Updates. The Requester is responsible for O&M of this basin of the USACE Project. However, the Lessee of the property will be responsible for the O&M of the proposed Section 408 Activity and such requirement shall be incorporated into any Lease and Sub-Lease instruments. So long as Third-Party leases the property, it shall be

responsible for the O&M of the proposed Section 408 Activity and such requirement shall be incorporated into any Lease and Sub-Lease instruments. The Requester and Third-Party Permittee shall have their own O&M agreement for the proposed alteration and shall provide an executed copy to the USACE within 10 days of construction completion.

- v. The Third-Party Permittee and the Requester must maintain the Section 408 Activity in good condition and in conformance with the terms and conditions of this Permission. The Third-Party Permittee and the Requester shall not be relieved of this requirement even if the Section 408 Activity is abandoned. Should the Third-Party Permittee or the Requester wish to cease to maintain the Section 408 Activity or desire to abandon it, the Requester must obtain an amendment of this Permission from USACE-SPL and may be required to perform additional construction activities prior to abandonment of the facility.

II. Special Conditions

1. If previously unknown historic or archaeological remains are discovered while carrying out the Section 408 Activity, the Third-Party Permittee shall immediately cease activity and protect the site in conformance with 36 C.F.R. § 800.13. Within 24 hours of the discovery, the Requester shall notify USACE-SPL Section 408 Coordinator. The Third-Party Permittee shall not resume construction or activity in the area containing the potential cultural resources until USACE-SPL issues a notice to proceed to the Requester.
2. The Third-Party Permittee and any contractors must have in place accidental spill prevention and response plan for all hazardous materials that may be used on site. In the event of a spill or release of hazardous substances at the site, the spill and/or release shall be immediately contained, excavated, and treated per federal and state regulations developed by the U.S Environmental Protection Agency as well as local hazardous waste ordinances.
3. The Third-Party Permittee shall implement Best Management Practices (BMPs) such as sediment control and erosion control measures as necessary to ensure water quality is not adversely affected by the Section 408 Activity in compliance with federal, state and local ordinances.
4. The Third-Party Permittee shall post "Construction Zone" and detour signs for vehicular traffic and pedestrians per local ordinances.
5. To reduce noise to the maximum feasible extent, the Third-Party Permittee shall maintain construction equipment with properly functioning mufflers on all internal combustion and vehicle engines used during construction. Construction must

comply with local noise ordinances.

6. Work shall not begin in waters/navigable waters of the United States until the Requester first obtains a separate, additional Department of the Army permit for activities which involve the discharge of dredge or fill material into waters of the United States or work or structures in or affecting navigable waters of the United States, pursuant to the provisions of Section 404 of the Clean Waters Act, as amended (33 U.S.C. 1344) and/or Section 10 of the Rivers and Harbors Act of 1899, as amended (33 U.S.C. 403).
7. The requester and the third party shall comply with all commitment measures and conditions included in the environmental assessment document of June 2022.
8. The requester and the third party shall not store any construction material or any construction equipment's inside flowage easement area and shall remove all the debris by the end of each working day.
9. Ensure all evacuation routes within the development are above 566-ft.
10. Clear signage with direction toward evacuation routes must be placed outside, and inside of all facilities and ensure signage for elevation 566-ft line is clearly identified in at least six places along the property line.
11. Sufficient internal and external egress for vertical evacuation (finished floor to roof) must be available and accessible for all employees at workplace. A vertical evacuation plan must be prepared and included with the Flood Emergency Action Plan. The vertical evacuation plan must be kept on-site.
12. The Requester and the third-party permittee shall develop a Flood Emergency Action Plan (e.g. Contingency Plan referenced in SPD Regulation 1110-2-1), specific to the Majestic project, and update it annually. The Flood Emergency Action Plan must be briefed to all employees upon employment and annually thereafter and a copy of the current Emergency Action Plan must be regularly provided to the USACE-SPL. The Flood Emergency Action Plan must include requirements listed in SPD Regulation 1110-2-1, paragraph 6, but is not limited to the following topics: 1) flood preparedness, 2) announcement/notification of flood threat to all occupants, 3) evacuation routes (with maps) and 4) biennial tabletop exercises to simulate flood threat. The Applicant OCFCD will provide all tabletop exercise invitations to USACE. Applicant OCFCD will fund USACE participation in the reference tabletop exercises.

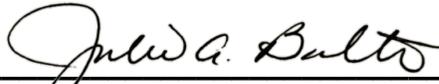
Nothing in this Permission shall be construed as abrogating or otherwise diminishing the responsibility of the Requester and the Third-Party Permittee to hold and save the USACE, its officers and agents, free and harmless from all liability and damages of any nature arising from construction, operation, maintenance, repair, rehabilitation, or

replacement of the USACE Project and any alterations, including any alteration approved herein, except to the extent caused by the fault or negligence of USACE-SPL.

By signing this Permission, the signatory to this Permission hereby represents and warrants that they are duly authorized to execute and bind Orange County Flood Control District to the terms and conditions contained within this Permission. This Permission shall become effective upon signature below by USACE-SPL official.

Thomas A. Miller
Chief Real Estate Officer
Orange County Flood Control District

Date



JULIE A. BALTEN
COL, EN
Commanding
Los Angeles District
U.S. Army Corps of Engineers

Date

Via Electronic Mail

February 9, 2023

Orange County Flood Control District
Attn: Director, OC Public Works
300 North Flower Street, 7th Floor
Santa Ana, CA 92703

County of Orange, c/o CEO/Corporate Real Estate
Attn: Chief Real Estate Officer
333 West Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92702

Re: Request by Majestic Realty Co. to extend the Option Term for Majestic Chino Heritage

Dear Mr. Treadaway and Mr. Miller:

It has been a pleasure working side-by-side with County Staff on the above referenced Majestic Chino Heritage project (MCH). We believe the MCH project is very close to receiving the final required approvals from the US Army Corps of Engineers, in which case MCH will be fully entitled and Majestic will be ready to proceed with exercising its option with the Orange County Flood Control District (OCFCD).

Unfortunately, working with the Army Corps has taken significantly longer than we could have anticipated. As a result, we are coming up quickly to the expiration of the term of the Option Agreement.

ACHIEVEMENTS TO DATE

Majestic has invested millions of dollars and years of work on this project, which promises to be a successful venture for OCFCD and the community. Some of the significant milestones that have been achieved include the following:

- ✓ Majestic successfully complied with CEQA, got a CEQA lawsuit dismissed, and has received all approvals/entitlements from the City of Chino.
- ✓ Majestic successfully complied with NEPA and received from the Army Corps a Finding of No Significant Impact (FONSI).
- ✓ Majestic has also received a "Permission" from the Army Corps purporting to approve the MCH project. Importantly, the Army Corps also concluded that this project is compatible with the Prado Dam. Unfortunately, this Permission document contains a number of problematic conditions which are tantamount to a potential denial under certain circumstances (as an example, the Permission can be revoked by the Corps, which could



also entail removal of the project buildings). However, we have made some incremental progress on these issues, including:

- In November 2022 we were successful in getting one of the most fundamental of these problematic provisions removed by the Army Corps, relating to building on an existing flowage easement.
- In December 2022, the Army Corps agreed to accept some edits to the Permission document, but indicated that most of the remaining would require action by Corp Headquarters (HQ) leadership in Washington, D.C.

CURRENT STATUS

While we have resolved some of the problematic conditions in the Army Corps' Permission, there still remains several outstanding that we need additional time to address properly. Please know that we have worked closely with County Staff to prioritize and minimize the changes that are being sought from the Army Corps.

On February 2, 2023, Majestic's consultants (Dawson & Associates, a Corps-focused consulting firm based in DC, which we understand OCFCD has retained in the past) had a virtual meeting with Corps leadership in DC (Director of Civil Works Eddie Belk and Chief of Engineering & Construction Pete Perez) regarding the remaining problematic provisions in the Corps' Permission which center around revocability and indemnification issues. Mr. Belk and Mr. Perez stated that HQ will take on the theses issue and indicated that they will provide a response by February 16, 2023.

In addition, Majestic's top management has a meeting scheduled with Congressman Ken Calvert on February 13, 2023 regarding this project and the continuing delay from the Army Corps.

ARMY CORPS DELAYS

It has been our experience that the US Army Corps of Engineers is a large Federal bureaucracy which is very slow to act. Combine that with the COVID-19 Pandemic, and this project has suffered from lack of Army Corps responsiveness and accountability for nearly three years. In fact, we understand that the Corps' Los Angeles District Office still won't be physically back in the office until the Federal Government deems the COVID-19 Pandemic over on May 11, 2023. In addition, the Permission is likely not the final step with the Corps, as various real estate instruments will need to be drafted by the Corps, negotiated and executed (including, a Consent to Grade, a Consent to Build, an easement for the storm drain connection to Cypress Channel, and a temporary License to Grade on Corps property).



NEXT STEPS

Majestic will be concurrently focused on the following two items so that it will be in a position to exercise the Option with OCFCD as quickly as possible:

1. Work with Congressional representatives, Army Corps HQ and Los Angeles District to finalize all required Corps documentation in a condition that is satisfactory to Majestic and County Staff.
2. Work with County Staff to provide OCFCD all information required for Majestic to exercise the Option and enter into the Ground Lease.

REQUEST

On behalf of Majestic Realty Co., I am writing to formally request an extension to the term of the Option Agreement between Orange County Flood Control District and Majestic Realty Co. We are committed to acting with diligence, speed and efficiency, but it is difficult to anticipate how long it will take for the Army Corps to act on the remaining steps. Accordingly, we believe an extension of one (1) year is warranted. In the meantime, please know that Majestic's goal is to exercise the Option as soon as possible before then.

Thank you for your partnership in this promising endeavor. We are closer than ever to completing our entitlements, and look forward to bringing this mutually beneficial project to fruition.

Sincerely,

MAJESTIC REALTY CO.

A handwritten signature in blue ink that reads "Ed Konjoyan".

Ed Konjoyan

R.E. License #01403186 (CA)

Senior Vice President, Majestic Realty Co.

cc: Edward P. Roski, Jr., President and Chairman, Majestic Realty Co.
Trent Wylde, Senior Vice President, Majestic Realty Co.



County Executive Office

Memorandum

RECEIVED
2023 FEB 23 PM 1:35
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

February 23, 2023

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2023.02.23 09:59:28 -08'00'

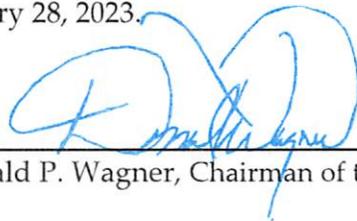
S41D

The County Executive Office is requesting a Supplemental Agenda Staff Report for the February 28, 2023, Board Hearing.

Agency: Clerk of the Board
Subject: Chairman Appointment to CalOptima Health Board of Directors
Districts: All Districts

Reason Item is Supplemental: Clerk of the Board received a memo on February 21, 2023 from the Chairman's office requesting this supplemental item be added to the February 28, 2023, agenda.

Justification: Supplemental item being added at request of the Chairman after publication of the Agenda for February 28, 2023.

Concur: 
Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
 AGENDA STAFF REPORT**

MEETING DATE: February 28, 2023
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Clerk of the Board
DEPARTMENT HEAD REVIEW: Robin Stieler
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Robin Stieler, (714) 834-2206
 Valerie Sanchez, (714) 834-2206

SUBJECT: Chairman Appointment to the CalOptima Health Board of Directors

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
<u>N/A</u> <i>CEO Signature</i>	<u>N/A</u> <i>Action</i> <u>N/A</u> <i>County Counsel Signature</i>	Discussion 3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A
Staffing Impact: N/A **# of Positions:** N/A **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A **County Audit in last 3 years** N/A

Prior Board Action: 1/24/23, #S29I

RECOMMENDED ACTION(S)

Approve revised 2023 Chairman Appointments to the CalOptima Health Board of Directors.

- Regular Member: Supervisor Doug Chaffee
- Regular Member: Supervisor Vicente Sarmiento
- Alternate Member: Chairman Donald Wagner

SUMMARY:

Approving the revised Chairman appointment to the CalOptima Health Board of Directors will ensure continued representation by the Board of Supervisors on the CalOptima Health Board of Directors.

BACKGROUND INFORMATION:

On January 24, 2023, Item S29I, your Board approved the slate of 2023 Chairman appointments of Board members to various Boards, Commissions and Committees which included the appointment of Supervisors

Do and Chaffee as regular members and Supervisor Sarmiento as alternate. Due to recent vacancy, this appointment is now revised as shown in the recommended actions above.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Chairman’s Memo

Attachment B – Revised First Page of the 2023 Chairman Appointments List



MEMORANDUM

To: Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Jim Agull for DW

Date: February 21, 2023

RE: Appointment to CalOptima Board of Directors

Please add this on the February 28, 2023 Board of Supervisors agenda as a supplemental item:

The new appointments to the CalOptima Board of Directors will be:

Regular Member	Supervisor Doug Chaffee
Regular Member	Supervisor Vince Sarmiento
Alternate Member	Chairman Donald P. Wagner

RECEIVED
2023 FEB 21 PM 2:40
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

2023 CHAIR APPOINTMENTS**(Term of appointments are 1/1/23 - 12/31/23 unless otherwise noted)**

COMMITTEE NAME	POSITION/COMMENTS	2023 APPROVED APPOINTMENTS
California State Association of Counties (CSAC) (Quarterly meetings; day/time varies)	Regular Member Alternate Member	Chaffee Sarmiento
CalOptima Health (Monthly; first Thursday at 2:00 P.M.)	Regular Member Regular Member Alternate Member	Chaffee Sarmiento Wagner
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 *TBD *TBD
Coastal Greenbelt Authority (Bi-monthly; third Thursday at 5:30 P.M.)	Regular Member (May be a BOS Member or other County official)	Foley
Commission to End Homelessness (Bi-monthly; fourth or fifth Friday at 9:00 A.M.)	Regular Member (1/25/22 - 1/24/24) Regular Member (1/26/23 - 1/25/25)	Wagner Sarmiento



Memorandum

Date: February 23, 2023
To: Robin Stieler, Clerk of the Board
From: Chairman Donald P. Wagner, Third District
Supervisor Katina Foley, Fifth District
In Opinel for DW
NA for KF
Re: Supplemental Item for the February 28, 2023 Meeting of the Board of Supervisors

S41E

Please add a Supplemental item to the February 28, 2023 meeting of the Board of Supervisors with the following Recommended Actions

- 1) Approve the attached resolution to “Support Armenian Human Rights and End the Blockade of the Lachin Corridor.”
- 2) Direct CEO Legislative Affairs to send a five signature letter to the Co-Chairs of the Congressional Caucus on Armenian Issues, the United States House Members representing Orange County, and California’s United States Senators.

RECEIVED
2023 FEB 23 PM 1:29
CLERK OF THE BOARD OF SUPERVISORS

**SUPPORTING ARMENIAN HUMAN RIGHTS
BY ENDING THE BLOCKADE OF THE LACHIN CORRIDOR**

WHEREAS, Since December 12, 2022, the Azerbaijani government has blockaded the Lachin Corridor, blocking access to Nagorno-Karabakh, also known as Artsakh, which contains the only road connecting Artsakh to the Republic of Armenia and the world; and

WHEREAS, The blockade has cut off over 120,000 Armenians, including 30,000 children and 20,000 elderly individuals, from food, medicine, and other supplies, a clear continuation of aggression by the Azerbaijani government; and

WHEREAS, In September 2020, Azerbaijan, in violation of the Universal Declaration of Human Rights, the United Nations Charter, and the Geneva Conventions; launched a large-scale military assault on Artsakh, with indiscriminate bombing of civilians and civilian infrastructure that resulted in the loss of innocent life and displacement of thousands more; and

WHEREAS, Since May 2021, Azerbaijani armed forces have continuously attacked the Republic of Armenia and occupied its internationally recognized sovereign territories, resulting in hundreds of casualties and the destruction of civilian infrastructure; and

WHEREAS, On February 8, 2023, the Congressional Caucus on Armenian Issues introduced bipartisan House Resolution 108, condemning Azerbaijan's blockade of the Lachin Corridor; and

WHEREAS, The Orange County Board of Supervisors has a long history of supporting the Armenian community in Orange County, who continue to enrich Orange County through their leadership in business, academia, medicine, government, religion, and the arts.

NOW THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors condemn Azerbaijan's illegal blockade, demand the immediate re-opening of the Lachin Corridor, and support efforts to provide humanitarian assistance for Armenian victims.



County Executive Office

Memorandum

February 23, 2023

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Handwritten signature of Frank Kim

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.02.23 15:45:50 -0800

RECEIVED
2023 FEB 23 PM 4:04
CLERK OF THE BOARD OF SUPERVISORS

S41F

The County Executive Office is requesting a Supplemental Agenda Staff Report for the February 28, 2023, Board Hearing.

Agency: Sheriff-Coroner Department
Subject: Approve Contract for Unarmed Security Guard Services
Districts: 2

Reason Item is Supplemental: An unarmed security guard contract is critical to the Sheriff's Technology Building.

Justification: Approval of this Supplemental Agenda Item will allow the Sheriff-Coroner (Sheriff) to receive unarmed security guard services for Sheriff's Technology building located at 1382 Bell Ave., Tustin CA. for a one-year period, renewable for one additional one-year term. This building is currently under construction. Sheriff currently has a temporary, emergency Purchase Order in place with this vendor and would like to retain the same vendor for unarmed security guard services as a crime deterrent until Sheriff personnel occupies this new facility. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: [Handwritten signature of Donald P. Wagner]
Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

MEETING DATE: 2/28/2023
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): District 2
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: [Signature]
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Brian Wayt (714) 647-1803
Dave Fontneau (714) 704-7919

RECEIVED
2023 FEB 23 PM 4:04
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

SUBJECT: Approve Contract for Unarmed Security Guard Services

CEO CONCUR

[Signature]

Digitally signed by Frank Kim
DN: cn=Frank Kim, ou=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2023.02.23 15:46:15 -0800

CEO Signature

COUNTY COUNSEL REVIEW

Approved as to form

Action

[Signature]

County Counsel Signature

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$64,937

Annual Cost:
FY 2023-24 \$127,763

Staffing Impact: No

of Positions:

Sole Source: Yes

Current Fiscal Year Revenue: N/A

Funding Source: State: Prop 172 100%

County Audit in last 3 years No

Levine Act Review Completed: Yes

Prior Board Action: N/A

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or Deputized designee to execute the Secure Guard Security Services Inc. sole source contract for unarmed security guard services for the term of one-year effective upon Board approval, in the not to exceed amount of \$192,700, renewable for one additional one-year term.

SUMMARY:

Approval of the contract with Secure Guard Security Services Inc. will allow the Sheriff-Coroner to continue to provide the unarmed security guard services at the Technology Building.

BACKGROUND INFORMATION:

The Sheriff-Coroner Department (Sheriff) requires a contract for unarmed security guard services for Sheriff's Technology's building located at 1382 Bell Ave., Tustin CA which is currently under construction.

Sheriff would like to retain Secure Guard Security Services Inc., (Secure Guard) which is the same vendor the builder had in use for unarmed security guard services for crime deterrents. The prior company Sheriff contracted with allowed several significant thefts to occur after we took control of the building. The vendor will provide services until our Sheriff personnel occupy the new facility. It is estimated that services will be needed through July, 2023.

Secure Guard shall provide unarmed security guard service to Sheriff as follows:

- Provide two unarmed guards, seven days a week.
- Work hours shall be twenty-four hours including weekends and holidays.

Unarmed security guards shall:

- Maintain a presence at the service location for crime deterrents.
- Notify Tustin Police Department in the event of a disturbance.
- Respond to any and all disturbances within the property boundaries.
- Conduct hourly patrol of the property as defined by Sheriff.
- Safeguard assets located on site.
- Check customers entry and exit points.
- Monitor and report any activity to Sheriff.
- Handle/Monitor the parking lot.
- Consult safety measures to Sheriff.
- Deter crime and violence.

Sheriff now requests Board approve the sole source contract with Secure Guard for unarmed security guard services for a one-year term upon Board approval in the amount of \$192,700, renewable for one additional one-year term.

The Orange County Preference Policy is not applicable to the payment of invoices or to the sole source contract award.

Contractor performance has been confirmed as at least satisfactory. Sheriff has verified that there are no concerns that must be addressed with respect to contractor's ownership/name, litigation status or conflicts with County interests. Through the normal County vetting process, the purchase of unarmed security guard services, has been deemed a sole source due to its unique and specialized nature. This contract does not currently include subcontractors or pass through to other providers. See Attachment C for the Contract Summary Form. This contract is submitted for Board approval less than 30 days prior to the effective date because there is an immediate need for the services to be provided.

FINANCIAL IMPACT:

The total cost of the security services can be absorbed within the existing appropriations in Sheriff-Coroner's FY 2022-23 Budget for Budget Control 060.

Appropriations for the contract are included in Sheriff-Coroner's Budget Control 060 FY 2022-23 Budget and will be included in the budgeting process in FY 2023-24. The contract contains language allowing the Sheriff-Coroner Department to terminate the contract without penalty with cause or after 30 days of written notice without cause in the event that funding is reduced and/or not available to continue funding the contract.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract MA-060-23010736

Attachment B – Sole Source Request Form

Attachment C - Contract Summary Form

Contract MA-060-23010736
with
Secure Guard Security Services Inc.
for
Unarmed Security Guard Services

This Contract MA-060-23010736 for Unarmed Security Guard Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County") and Secure Guard Security Services Inc., with a place of business at 3972 Barranca Parkway, Suite J164, Irvine, CA 92606 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision
Attachment C – Campaign Contribution Disclosure Form

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Unarmed Security Guard Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Unarmed Security Guard Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not

limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Intentionally left blank.
- G. Intentionally left blank.
- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

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

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or

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

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

Qualified Insurer

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

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

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$3,000,000 per occurrence \$3,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

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

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

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Intentionally left blank.
- V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

- X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

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

- BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for one (1) calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting

discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. Contractor’s Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
14. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. Cooperative Contract: This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

16. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
17. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the

County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

18. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
19. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the government entity

for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
22. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
24. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Secure Guard Security Services Inc.
3972 Barranca Parkway, Suite J164
Irvine, CA 92606
Attn: Homeyra Hamidi
Ph: 949-885-6762
Email: homeyra@secureguardservices.com

County: Sheriff-Coroner Department/Technology
840 N. Eckhoff Street, Suite 104
Orange, CA 92868
Attn: Luana Weinkauf
Ph: 714-704-7961
Email: lweinkauf@ocsheriff.gov

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Olivia Prudencio
Ph: 714-834-6687
Email: oprudencio@ocsheriff.gov

25. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
26. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such

compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

27. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
28. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
29. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# MA-060-23010736 for Unarmed Security Guard Services on the dates shown opposite their respective signatures below.

Contractor*: Secure Guard Security Services Inc.

By: [Signature] Title: PRESIDENT
Print Name: Ahmad Z. Hamidi Date: 1/13/23

Contractor*: Secure Guard Security Services Inc.

By: [Signature] Title: SECRETARY
Print Name: Hameera Hamidi Date: 1/13/23

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

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel
Orange County, California

By: [Signature]
Deputy

ATTACHMENT A

Scope of Work

Contractor shall provide Unarmed Security Guard Services to County as follows:

- Provide (2) unarmed guards, 7 days a week
- Work hours shall be 24 hours including weekends and holidays.

- Unarmed Security Guards shall:
 - Maintain a presence at the service location for the safety of staff members, clients, and visitors.
 - Notify law enforcement (Tusting Police Department) in the event of a disturbance.
 - Respond to any and all disturbances within the property boundaries.
 - Conduct hourly patrol of the property as defined by the County.
 - Safeguard assets located on site.
 - Check customers entry and exit points.
 - Monitor and report any activity to County.
 - Handle/Monitor parking lot.
 - Consult safety measures and management.
 - Deter crime and violence.

In case of an emergency, contractor shall contact:
Tustin PD or dial 911

Emergency Notification Numbers:

Joe Giese- 714-380-4927
Dorian Baxter- 714-231-2621
Deena Fulghum- 714-949-2451
Dave Fontneau- 949-988-9774

Service Location:

1382 Bell Avenue
Tustin, CA 92780

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Unarmed Security Guard Services as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Cost for regular hours: \$26.50 per hour – per guard

Cost for overtime pay for weekends and holidays: \$39.75 per hour – per guard

Contract shall not exceed \$192,699.52

3. Price Increase/Decreases: No price increases will be permitted during the first year of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. Payment Terms – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

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

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Technology
 Email: TechnologyInvoices@ocsheriff.gov

9. Payment (Electronic Funds Transfer (EFT))
 The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
10. Year End and Final Invoices
 At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

COUNTY OF ORANGE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: MA-060-23010736
Application or Solicitation Title: Unarmed Security Guard Services

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Board of Supervisors or to any County Agency Officer within the preceding 12 months by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

Is the Contributor:

- The Applicant Yes No
- Subcontractor Yes No
- The Applicant's agent/ or lobbyist Yes No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months prior to and following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

1/13/23
Date


Signature of Applicant

Secure Guard Security Services
Print Firm Name, if applicable

Ahmad Z. Hamid
Print Name of Applicant

I. ORANGE COUNTY BOARD OF SUPERVISORS
II. AND COUNTY AGENCY OFFICERS

Board of Supervisors

Doug Chaffee, Chairman, Fourth District
Donald P. Wagner, Vice Chairman, Third District
Andrew Do, First District
Katrina Foley, Second District, Supervisor-Elect, Fifth District
Lisa A. Bartlett, Fifth District
Vicente Sarmiento, Supervisor-Elect, Second District

County Agency Officers

Claude Parrish, Assessor
Hugh Nguyen, Clerk-Recorder
Todd Spitzer, District Attorney-Public Administrator
Don Barnes, Sheriff-Coroner
Shari A. Freidenrich, Treasurer-Tax Collector
Andrew Hamilton, Auditor-Controller-Elect



OC Procurement

Sole Source Request Form

Sole Source Bidsync # 060-2357703-OP-SS

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: OC Sheriff-Coroner/Technology Division		Date: 12/19/2022	
Vendor Name: Secure Guard Security Services Inc		Sole Source BidSync Number: 060-2357703-OP-SS	
Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.			
Contract Term (Dates): One year term	Is Agreement Grant Funded? Funding Source <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Percent Funded:	Proprietary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Contract Amount? \$192,699.50	Is this renewable? If yes, how many years? Yes, one additional one year term		
Type of Request: <input checked="" type="checkbox"/> New <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase			
Renewal Year:	Did vendor provide a sole source affidavit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach		
Board Date: TBD	ASR Number: TBD	If not scheduled to go to the Board explain why? N/A	
Does Contract include Non-Standard Language? If yes, explain in detail. No			
Was Contract Approved by Risk Mgmt.? Yes		Was Contract Approved by County Counsel? Yes	
Were any exceptions taken? If yes, explain in detail. no			
<input checked="" type="checkbox"/> DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.			
<input type="checkbox"/> Solicitation Exemption <i>(For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)</i>			



OC Procurement

Sole Source Request Form

Sole Source Bidsync # 060-2357703-OP-SS

SECTION III – SOLE SOURCE JUSTIFICATION

- 1. Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.*

This is a service contract for unarmed security and site monitoring services for a vacant County Building currently under construction.

- 2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.*

Secure Guard Security Services provides unarmed security and site monitoring services. These services are requested for 1382 Bell Ave. Tustin, CA while it is under construction and unoccupied. Millions of dollars of equipment, cabling, and new furniture are subject to theft or damage if left unsecured and improperly protected. Secure Guard will provide 24-hour on-site surveillance to deter, report, and prevent loitering, theft, and vandalism. These services will only be needed until the construction is complete in 2023. After the County moves in to the building, there will be Sheriff staff providing the security for the building.

- 3. Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source.** *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.*

Secure Guard Security Services has both the intimate knowledge and technical expertise in providing these services at this building site location. They provided services for the previous building owner and have shown integrity of service, and under their surveillance, there has been no issues of theft, vandalism, or damages. OC Sheriff tried utilizing the County's cooperative agreement vendors for a short period of time, however, we sustained numerous nights of theft resulting in the loss of over \$30,000 in equipment from the site. The loss of equipment was unacceptable and the vendor was non-communicative regarding the string of thefts that were occurring, nor were the thefts reported to us. OC Sheriff has an ongoing investigation out of concern of possible vendor involvement. It is in the County's best interest to continue the partnership with Secure Guard Security Services whose services have been validated daily through thorough shift reports, notifications upon incidents, and absence of further thefts.



OC Procurement

Sole Source Request Form

Sole Source Bidsync # 060-2357703-OP-SS

4. How does recommended vendor's prices or fees compare to the general market?Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

Prices are comparable to the general market for reliable protection services.

5. If the recommended vendor was not available, how would the County accomplish this particular task?

Attach additional sheet if necessary.

The County would have to perform a solicitation to identify a responsible alternative vendor, perform the required background checks/clearances, and building site orientation. The time required to accomplish this would put the County at the continued risk of the loss of additional equipment to theft and unacceptable performance by less diligent security firms.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

Through the normal County Vetting process, Secure Guard Security Services has not had any name changes within the last seven (7) years, nor any litigation or judgments on public record.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? Yes No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption)

Attach additional sheet if necessary.



Sole Source Request Form

Sole Source Bidsync #

SECTION IV – AUTHOR/REQUESTOR

Signature: 	Print Name: DAVE FONTENEAU	Date: 12/27/22
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SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
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SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: 	Print Name: Yvette Torres	Date: 2/6/23
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SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: 	Print Name: Brian Wayt	Date: 12/27/22
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SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:			
Comments:			
CPO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	CFO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		
CPO Authorized Signature:	Date:	CFO Authorized Signature:	Date:

Release Bid Workflow

Name: Olivia Prudencio
Phone: 7148346687
Email: oprudencio@ocsheriff.gov
Status: Submitter Feb 6, 2023 2:22:46 PM PST



Bid Information

Bid Number:

[060-2357703-OP-SS](#)

Bid Title:

Sole Source For Secure Guard Security Services Inc

Status

Status:
Approved

[View Workflow History](#)

Close

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com



Contract Summary Form

Secure Guard Security Services Inc.

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

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

CONTRACT OPERATING EXPENSES

See attached excerpt from the contract, which details a contract not to exceed amount of \$192,700, renewable for one additional one-year term.

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for one (1) calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Cost for regular hours: \$26.50 per hour – per guard
Cost for overtime pay for weekends and holidays: \$39.75 per hour – per guard

Contract shall not exceed \$192,699.52



County Executive Office
Memorandum

February 17, 2023

To: Clerk of the Board of Supervisors

From:
Colette Farnes, Chief Human Resources Officer

Concur:
Frank Kim, County Executive Officer

Subject: Request for a Supplemental Closed Session for February 28, 2023

2023 FEB 17 PM 1:51
RECEIVED
CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY
SOSI

Human Resource Services requests a Supplemental Closed Session on February 28, 2023, with the County's designated negotiating representative, Colette Farnes, to discuss the terms and conditions of employment for employees represented by the Association of Orange County Deputy Sheriffs (AOCDS), Orange County Employees Association (OCEA), Orange County Attorneys Association (OCAA) International Union of Operating Engineers (IUOE), workers represented by United Domestic Workers of America (UDWA) and other non-represented employees , pursuant to Government Code Section 54957.6.

Accordingly, please prepare the Agenda item to read:

CONFERENCE WITH LABOR NEGOTIATOR - Pursuant to Government Code Section 54957.6

Agency Negotiator: Colette Farnes, Chief Human Resources Officer

Employee Organizations: Association of Orange County Deputy Sheriffs (AOCDS), Orange County Employees Association (OCEA), Orange County Attorneys Association (OCAA), International Union of Operating Engineers (IUOE), United Domestic Workers of America (UDWA) and other non-represented employees

RE: Terms and Conditions of Employment

Recommended Action: Conduct Closed Session.

Thank you.

cc: Members, Board of Supervisors
Frank Kim, Chief Executive Officer
Leon J. Page, County Counsel



LEON J. PAGE
COUNTY COUNSEL

RECEIVED

2023 FEB 21 PM 2:55

CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

Agenda Item No. SCS- 2
February 28, 2023

M E M O R A N D U M

February 21, 2023

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, February 28, 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: *Orange County Flood Control District v. Vargas*,
Riverside Superior Court Case No. RIC2003107; *Vargas v.*
Orange County Flood Control District
Case Number: CVRI2205294.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO