

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.*

August 27, 2024

PRESENTATIONS (9:00 A.M.)

Vice Chairman Chaffee will be presenting a resolution recognizing August 14, 2024 as “Pakistan Independence Day”

Supervisor Sarmiento will be presenting a resolution recognizing August 6, 2024 as “Bolivian Independence Day”

DISCUSSION

17. Revised Title to read:
OC Public Works - Award contract MA-012-24011060 to C.W. Driver, LLC for pre-construction phase services (\$186,193); approve model contract MA-012-24011666 with C.W. Driver, LLC for construction phase services (\$14,298,807) for Garden Grove and La Habra Libraries Project; authorize Director or designee to execute contracts; and make California Environmental Quality Act (CEQA) Class 2 exemption findings under CEQA Guidelines section 1530+2 - Districts 1 and 4
22. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted by *Health Care Agency, OC Community Resources, District Attorney, OC Public Works and Sheriff-Coroner* in 8/27/24 grant report and other actions as recommended; *adopt resolutions authorizing District Attorney or designee to execute grant award agreements with California Department of Insurance for Disability and Healthcare Insurance Fraud Program (\$1,095,984), Life and Annuity Consumer Protection Program (\$116,906), and Workers' Compensation Insurance Fraud Program (\$8,553,472), 7/1/24 – 6/30/25; and making California Environmental Quality Act (CEQA) exemption findings pursuant to CEQA Guidelines Section 15061(b)(3) and other findings* - All Districts

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

Item: 17 and 22

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

- S22A. **Chairman Wagner** - North Tustin Advisory Committee - Reappoint John (Pat) Welsh, Santa Ana, for term ending 3/31/26
- S22B. **Supervisor Foley** - Approve addition of Olympian Parade, Dana Point Harbor, to County Master Events Calendar; and make related findings per Government Code Section 26227

REVISIONS AND SUPPLEMENTALS TO AUGUST 27, 2024 AGENDA - PAGE 1 OF 3

ORANGE COUNTY BOARD OF SUPERVISORS

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- S22C. **County Executive Office** - Approve amendment 2 to lease agreement, revised Offer to Convey and revised Purchase and Sale Agreement with Centurion Partners Santa Ana, LLC for 1928 South Grand Avenue, Santa Ana (\$100); authorize Chief Real Estate Officer or designee to execute amendments and related documents under certain conditions; authorize additional expenditure (\$50,000; new total \$400,000) for due diligence and other related costs; direct Auditor-Controller to make related payments; and make California Environmental Quality Act (CEQA) exemption findings under CEQA Guidelines 15301 - District 2
- S22D. **Sheriff-Coroner** - Adopt resolution approving form of Facility Sublease, designating Chair of the Board of Supervisors, County Executive Officer, Chief Financial Officer, Sheriff-Coroner and Sheriff-Coroner's Executive Director or their interim or designees as Authorized Officers to execute the Facility Sublease, related documents and agreements and carry out related actions for execution of sublease and issuance of bonds for James A. Musick Facility (AB 900 and SB 1022) project - Districts 3 and 5
- S22E. **Sheriff-Coroner** - Approve FY 2023-24 Federal Equitable Sharing Agreement and Certification for federally forfeited property or proceeds received for Sheriff-Coroner Department - All Districts
- SCS1. **County Executive Office** - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957(b):
Title: County Executive Officer
- SCS2. **County Executive Office** - CONFERENCE WITH LABOR NEGOTIATOR - Pursuant to Government Code Section 54957.6:
Agency Negotiator: Jeff Griffin, Acting Chief Human Resources Officer
Unrepresented Employee: County Executive Officer
- SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Marcus Rodriguez III et al. v. County of Orange, et al., United States District Court Case No. 3:23-cv-00823-W-DDL
- SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Peter Cunningham v. County of Orange, et al., San Bernardino Superior Court Case No. CIVSB2126796
- SCS5. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Syed Raza Hussain v. County of Orange, United States District Court Case No. 8:22-cv-02100
- SCS6. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Stewart Rawlings v. County of Orange, WCAB Cases: ADJ15172159; ADJ12664596; ADJ564936

REVISIONS AND SUPPLEMENTALS TO AUGUST 27, 2024 AGENDA - PAGE 2 OF 3

ORANGE COUNTY BOARD OF SUPERVISORS

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

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- SCS7. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Orange County Catholic Worker, et al. v. County of Orange, et al., United States District Court Case No. 8:18-cv-00155-DOC-(JDEx). David Ramirez, et at. v. County of Orange, United States District Court Case No. 8:18-cv-0220-DOC-(KESx)



BOARD OF SUPERVISORS

MEMORANDUM

Doug Chaffee

08/22/2024

To: Robin Stieler, Clerk of the Board

From: Vice Chairman Doug Chaffee, Fourth District

Subject: Presentation Item for August 27, 2024 Board of Supervisors Meeting –
Revision to Pakistan Independence Day

Vice Chairman Doug Chaffee requests a revision to the body of the resolution for Pakistan Independence Day.

RECEIVED
2024 AUG 22 PM 3:31
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Pakistan Independence Day

WHEREAS, Observed annually on the 14th of August, Pakistan Independence Day commemorates the day when Pakistan achieved independence and was declared a sovereign state following the end of the British Raj in 1947; and

WHEREAS, Pakistan came into existence as a result of the Pakistan Movement, which aimed for the creation of an independent Muslim state in the north-western regions of British India via partition; the movement was led by the All-India Muslim League under the leadership of Muhammad Ali Jinnah; and

WHEREAS, The event was brought forth by the Indian Independence Act of 1947, under which the British Raj gave independence to the Dominion of Pakistan which comprised West Pakistan (present-day Pakistan) and East Pakistan (now Bangladesh); and

WHEREAS, In the Islamic calendar, the day of independence coincided with Ramadan 27, the eve of which, being Laylat al-Qadr, is regarded as sacred by Muslims; and

WHEREAS, The main Independence Day ceremony takes place in Islamabad, where the national flag is hoisted at the Presidential and Parliament buildings; it is followed by the national anthem and live televised speeches by leaders; and

WHEREAS, Furthermore, usual celebratory events and festivities for the day include flag-raising ceremonies, parades, cultural events, and the playing of patriotic songs; several award ceremonies are often held on this day, and Pakistanis hoist the national flag atop their homes or display it prominently on their vehicles and attire; and

WHEREAS, Pakistan Independence Day provides an excellent means by which all Californians can learn more about the rich Pakistani heritage, while fostering an appreciation for this ancient culture among future generations; and

NOW, THEREFORE, BE IT RESOLVED, that the Orange County Board of Supervisors does hereby declare August 14, 2024 as Pakistan Independence Day in Orange County, encourage participation in Pakistan Day Festivals taking place during the month and recognize groups such Friends of Pakistan, who serve the residents of Orange County for their dedication, leadership, advocacy, and efforts to preserve cultural heritage.



**BOARD OF SUPERVISORS
MEMORANDUM**

TO: Chairman Donald P. Wagner, Third District
FROM: Vicente Sarmiento, Supervisor Second District
DATE: August 13, 2024
Subject: Presentation Item for August 27, 2024, Board of Supervisors Meeting

Donald P. Wagner
Vicente Sarmiento

Supervisor Sarmiento requests a presentation be added to the agenda for the August 27, 2024, Board of Supervisors meeting. The title should read:

Supervisor Sarmiento will be presenting a resolution recognizing the 6th of August 2024 as "Bolivian Independence Day."

RECEIVED
2024 AUG 13 PM 2:24
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Bolivian Independence Day

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

WHEREAS, Bolivian Independence Day is celebrated on the 6th of August to commemorate the signing of a Declaration of Independence and founding of the Republic of Bolivia; and

WHEREAS, August 6th, 2024, celebrates the 199th Anniversary of Bolivian Independence that was originally signed in Chuquisaca on August 6, 1825, after experiencing approximately 300 years of Spanish rule; and

WHEREAS, The Bolivian War of Independence last from 1809 – 1825, which was led Simón Bolívar, also involved the regions of Peru, Upper Peru, the Colonies, and Spain, where in 1817 Peru retained power of their current regions and in 1825 Bolivia retained power of their region; and

WHEREAS, The Independence of Bolivia is known as the revolutionary process by which the Republic of Bolivia was created as an independent state, and whose current territories were known in the past with the colonial administrative designation of Audiencia de Charcas and by Rioplatenses and Peruvians as Alto Perú; and

WHEREAS, Due to its location between Lower Peru and the provinces of the Río de la Plata, the United States recognized the Peru-Bolivia Confederation on March 16, 1837, which was later dissolved in 1839; however, on May 30, 1848, the United States formally recognized Bolivia as a separate state and established diplomatic relations; and

WHEREAS, A common tradition for celebration includes El Grito de Libertad (Cry of Freedom), that begin with the ringing of bells at midnight and the chants of “Viva Bolivia!” (“Long Live Bolivia!”); and

WHEREAS, Traditional folk dances are performed that display Bolivia’s roots, European influences, and African heritage, along other customs that include the Aymara, Quechua, Afro-Bolivian, and Mestizo cultures; and

WHEREAS, recognition of the Bolivian Independence Day celebrates their past achievements and invites all to learn and participate in Bolivian heritage; and

NOW, THEREFORE, BE IT RESOLVED THAT THE ORANGE COUNTY BOARD OF SUPERVISORS proclaim August 6, 2024, as Bolivian Independence Day and encourage residents to join in acknowledging and celebrating this significant day for Bolivians and to all from Latin American descent with history of Spanish rule.



Revision to ASR and/or Attachments

Date: August 15, 2024
To: Clerk of the Board of Supervisors
CC: County Executive Office *Maguire*
From: James Treadaway, Director of OC Public Works
Re: ASR Control #: 24-000555, Meeting Date 8/27/2024, Item No. # 17
Subject: Award Contract for Garden Grove and La Habra Libraries

RECEIVED
2024 AUG 20 AM 10:05
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Explanation:

OC Public Works made modifications to correct typographical errors in Recommended Action 1 and the Background Information.

☒ Revised Recommended Action(s)

1. Find that the projects are categorically exempt from CEQA, Class 2 – Replacement or Reconstruction pursuant to CEQA Guidelines section 153042.

☒ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary ☐ Financial Impact

Revised the last paragraph as follows:

Compliance with CEQA: The proposed projects are Categorical Exempt (Class 2) from the provisions of CEQA pursuant to Section 153042, because it provides for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have the same purpose and capacity as the structure replaced.

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



AGENDA STAFF REPORT

ASR Control 23-001048

MEETING DATE: 08/27/24
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 Approved Resolution to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: N/A	Current Year Cost: N/A	Annual Cost: N/A
Staffing Impact: No	# of Positions:	Sole Source: N/A
Current Fiscal Year Revenue: N/A		
Funding Source: N/A	County Audit in last 3 years: No	
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 – Sheriff-Coroner – BJA FY 2023 Formula DNA Capacity enhancement for Backlog Reduction (CEBR) Program – \$488,916
2. Approve Grant Award – Health Care Agency – Ending the HIV Epidemic (EHE): A Plan for America- Ryan White HIV/AIDS Program Parts A and B – \$2,000,000
3. Approve Grant Award – Health Care Agency – Immunization Local Assistance Grant – \$23,494,218
4. Approve Grant Application and Adopt Resolution – OC Public Works – Measure M2 Comprehensive Transportation funding Programs Environmental Cleanup Program Tier 1 – \$500,000
5. Approve Grant Award – County Executive Office – Homeless Housing, Assistance and Prevention (HHAP) Program, County of Orange – \$7,131,232.99
6. Approve Grant Award – County Executive Office – Homeless Housing, Assistance and Prevention (HHAP) Program, OC Continuum of Care – \$7,600,841.88

7. Approve Grant Award – County Executive Office – Coordinated Entry System Supportive Services Only Grant – \$1,231,239
8. Approve Grant Award – County Executive Office – Coordinated Entry System Domestic Violence Bonus Project Grant – \$250,000
9. Approve Grant Award – County Executive Office – Continuum of Care Program Homeless Assistance Planning Grant – \$898,289
10. Approve Grant Award – County Executive Office – Housing and Homelessness Incentive Program (HHIP) Grant for the Orange County Continuum of Care – \$2,200,000
11. Approve Grant Application and Adopt Resolution – OC Waste & Recycling – Organics Grant Program – \$3,474,400
12. Approve Grant Award – OC Community Resources – Continuum of Care Program – \$12,062,004
13. Approve Grant Award – OC Community Resources – 2021 Family Self-Sufficiency Coordinators Grant Award – \$429,864
14. Approve Grant Award – OC Community Resources – California Museums Grant – \$287,500
15. 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

Attachment B - Disability and Healthcare Insurance Fraud Resolution

Attachment B - Life and Annuity Consumer Protection Program Resolution

Attachment B - Workers' Compensation Insurance Fraud Resolution



Grants Report

DRAFT

County Executive Office/Legislative Affairs

August 27, 2024
Item No: 22**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 August 27, 2024, 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 Award – Health Care Agency – EHE Comp A High-Impact HIV Prevention & Surveillance Programs (PS24-0047) – \$5,093,336
2. Approve Grant Award – Health Care Agency – High-Impact HIV Prevention and Surveillance Programs (PS24-0047) – \$717,126
3. Approve Grant Award – Health Care Agency – Friday Night Live Partnership – \$90,000
4. Approve Grant Award – Health Care Agency – Future of Public Health Funding Award – \$25,575,876
5. Approve Grant Award – Health Care Agency – Maternal, Child and Adolescent Health – \$3,323,341.84
6. Approve Grant Application – OC Community Resources – Environmental Enhancement Fund – 2024 Modjeska Canyon Nature Preserve Habitat Restoration Planning, Implementation and Monitoring – \$860,000
7. Approve Grant Application – OC Community Resources – Environmental Enhancement Fund – 2024 Talbert Regional Park Habitat Enhancement – \$800,000
8. Approve Grant Award and Adopt Resolution – District Attorney – Disability and Healthcare Insurance Fraud Program – \$ 1,095,984
9. Approve Grant Award and Adopt Resolution – District Attorney – Life and Annuity Consumer Protection Program – \$116,906

10. Approve Grant Award and Adopt Resolution – District Attorney – Workers' Compensation Insurance Fraud Program – \$8,553,472
11. Approve Grant Application – OC Public Works – Highway Safety Improvement Program (HSIP) Cycle 12 - Signalized Intersection Project – \$1,193,580
12. Approve Grant Application – OC Public Works – Highway Safety Improvement Program (HSIP) Cycle 12 - Unsignalized Intersection Systemic Safety Improvements – \$759,150
13. Approve Grant Application – OC Public Works – Highway Safety Improvement Program (HSIP) Cycle 12 - Rural Canyon Roads Systemic Safety Improvements – \$1,740,928
14. Approve Grant Application – OC Public Works – Cooperative Watershed Management Program; South OC Watershed Management Area Community Engagement FY 24 – \$300,000
15. Approve Grant Application – OC Public Works – Cooperative Watershed Management Program; North and Central OC Watershed Management Areas Community Engagement – \$300,000
16. Approve Grant Award – Sheriff-Coroner – Drug Prevalence in DUI Drivers – \$154,743
17. 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 Charles Dulac at 714-834-3141.



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT AWARD

Today's Date:	August 14, 2024
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	EHE Comp A High-Impact HIV Prevention & Surveillance Programs (PS24-0047)
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH), Office of AIDS (OA)
Application Amount Requested:	N/A
Application Due Date:	
Board Date when Board Approved this Application:	August 8, 2023
Awarded Funding Amount:	5,093,336
Notification Date of Funding Awarded:	August 5, 2024
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Original Award \$6,316,195 August 2020-July 2025 Amendment 1: \$3,486,107 August 2020-May 2024 8/1/20-7/31/21: \$326,546 8/1/21-7/31/22: \$518,028 8/1/22-7/31/23: \$1,588,834 8/1/23-5/31/24: \$1,052,699
Does this grant require CEQA findings?	No
What Type of Grant is this?	Award Formula Allocation
County Match?	No
How will the County Match be Fulfilled? (Please include the specific budget)	
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

Component A: EHE Initiative – Required Core Component – The funding is intended to build on the on-going activities funded through PS24-0047: High-Impact HIV Prevention and Surveillance Programs for Health Departments to strategically advance (i.e., initiate new or expand existing) HIV prevention efforts. The funding will be used to address the four pillars of the EHE Initiative, including: 1) Diagnose all people living with HIV as early as possible; 2) Treat people living with HIV rapidly and effectively to reach and sustain viral suppression; 3) Prevent new HIV transmissions by using proven interventions; and 4) Respond quickly to potential HIV outbreaks

to get needed prevention and treatment services to people who need them.

Attachment A

The Orange County Health Care Agency (HCA) was previously notified by CDPH, OA that the previously titled Integrated HIV Programs grant (PS20-2010) has been renamed to High-Impact HIV Prevention & Surveillance Programs - Ending the HIV Epidemic Component A.

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
1. Accept the grant funding award from the California Department of Public Health, Office of AIDS for High-Impact HIV Prevention & Surveillance Programs - Ending the HIV Epidemic Component A, PS 24-0047, for the term August 1, 2024, through May 31, 2025, in the amount of \$875,252. 2. Accept the grant funding award from the California Department of Public Health, Office of AIDS for High-Impact HIV Prevention & Surveillance Programs - Ending the HIV Epidemic Component A, PS 24-0047, for the term August 1, 2024, through May 31, 2029, in the amount of \$5,093,336 and authorize the Health Care Agency to accept subsequent funding allocation awards through funding term without further Board action. 3. Authorize the Health Care Agency Director, or designee, to execute the Grant Award Agreement, upon review and approval by County Counsel, and delegate authority to the Health Care Agency Director, or designee, to sign and execute the Acceptance of Award and/or any documents related to this award, and to make such future amendments thereto that do not change the Agreement award amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement.	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jenna Sarin jsarin@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Dr. Veronica Kelley	



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT AWARD

Today's Date:	August 14, 2024
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	High-Impact HIV Prevention and Surveillance Programs (PS24-0047)
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH), Office of AIDS (OA)
Application Amount Requested:	N/A
Application Due Date:	
Board Date when Board Approved this Application:	August 8, 2023
Awarded Funding Amount:	717,126
Notification Date of Funding Awarded:	July 31, 2024
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 2023 – 2024: \$1,206,735 (Originally \$851,813 for FY23, then it was amended through 7/31/24 for an increase of \$354,922) FY 2022: \$851,813 FY 2021: \$851,813 FY 2020: \$912,429
Does this grant require CEQA findings?	No
What Type of Grant is this?	Award Allocation Award
County Match?	No
How will the County Match be Fulfilled? (Please include the specific budget)	
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
The purpose of grant funding consistent HIV prevention and surveillance evidence-based activities in Orange County, which align with the strategies for 1) Strengthen disease investigation structure, 2) Expand and provide navigation services: Improve PrEP (HIV pre-exposure prophylaxis) access and utilization Increase and improve HIV routine testing in healthcare settings Increase availability of STD self-test services Expand Partner Services (notifying individuals who may have been exposed to HIV or an STD) Improve HIV linkage to medical care	

The Orange County Health Care Agency (HCA) was previously notified by CDPH, OA that the previously titled Integrated HIV Programs grant (PS18-1802) has been renamed to High-Impact HIV Prevention & Surveillance Programs.

Board Resolution Required?

No

Deputy County Counsel Name:**Recommended Action(s)**

(Please specify below)

1. Accept the grant funding award from the California Department of Public Health, Office of AIDS for High-Impact HIV Prevention & Surveillance Programs, PS 24-0047, for the term August 1, 2024, through May 31, 2025, in the amount of \$717,126.

2. Authorize the Health Care Agency Director, or designee, to execute the Grant Award Agreement, upon review and approval by County Counsel, and delegate authority to the Health Care Agency Director, or designee, to sign and execute the Acceptance of Award and/or any documents related to this award, and to make such future amendments thereto that do not change the Agreement award amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement.

Department Contact:

List the name and contact information (telephone, email) of the person to be contacted for further information.

Jenna Sarin jsarin@ochca.com

Name of individual attending the Board Meeting:

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

Dr. Veronica Kelley



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT AWARD

Today's Date:	August 16, 2024
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Friday Night Live Partnership
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Tulare County Superintendent of School
Application Amount Requested:	90,000
Application Due Date:	August 13, 2024
Board Date when Board Approved this Application:	July 23, 2024
Awarded Funding Amount:	90,000
Notification Date of Funding Awarded:	August 14, 2024
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	90000
Does this grant require CEQA findings?	No
What Type of Grant is this?	Award
County Match?	No
How will the County Match be Fulfilled? (Please include the specific budget)	
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The goal of this agreement is to implement Friday Night Live (FNL) programming in Orange County.

Responsibilities of the contractor includes implementing Friday Night Live program which including Friday Night Live, Club Live, Friday Night Live Kids, and/or Friday Night Live Mentoring by supporting existing chapters and developing new chapters, utilizing FNL Standards of Practice.

Demonstrate efforts to become a Member in Good Standing (MIGS). MIGS is a peer-driven process led by the California Friday Live Partnership (CFNLP) and the California Friday Night Live Collaborative Leadership Team (CFNLC LT). MIGS areas include a foundation of youth development, as realized through the implementation of the FNL Standards of Practice, in each program; implementation of an alcohol, tobacco, or other drug prevention-

related project; program branding; and administrative requirements as communicated by the CFNEP and CFNLC LT.

HCA requests that the Board approve this Agreement Number 250213 with The Tulare County Superintendent of Schools as referenced in the Recommended Actions.

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
1. Approve the Agreement Number 250213 with the Tulare County Superintendent of School to implement Friday Night Live services for the period of July 1, 2024, to June 30, 2025. 2. Authorize the Health Care Agency Director or designee to execute the Agreement and any forms needed for the Agreement. 3. Authorize expenditures from Friday Night Live fund for the purpose of non-monetary assistance such as transit passes, gift cards and meals of nominal value for the purposes of Community Planning, Outreach and Training; and authorize the Auditor-Controller to pay upon the approval from the Health Care Agency Director or designee. 4. Authorize the Health Care Agency Director or designee to execute such future amendments to the Agreement referenced above that do not change the Agreement amount by more than 10% of the original amount and/or make material changes to the scope of work.	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Ian Kemmer, Chief of Mental Health & Recovery Services (714) 834-2160 ikemmer@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Ian Kemmer	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	08/19/2024
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Future of Public Health Funding Award
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH)
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	Recurring Grant Matrix on July 23, 2024
Awarded Funding Amount:	\$25,575,876
Notification Date of Funding Award:	08/15/2024
Is this an Authorized Retroactive Grant Application/Award? Yes (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY22/23 \$13,351,733 FY23/24 \$13,351,733
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Formula Based Allocation
County Match?	Yes ☐ Amount _____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
The Budget Act of 2022 for budget year 2022-2023 [Health and Safety Code 101320, 101320.3, and 101320.5] provides \$200,400,000 annually to local health jurisdictions for public health workforce and infrastructure, referred to in this letter as the Future of Public Health Funding. California Department of Public Health (CDPH)'s objective to transform public health in the state into a modernized public health system and transition to a resilient system rather than one dependent on intermittent short-term funding for various public health emergencies with the goal of protecting and improving the health of all Californians. These funds are considered ongoing funds and part of the ongoing baseline state budget. Future of Public Health funds are state general dollars and therefore approval of the final amount is subject to the legislative budget negotiation process each year. As a condition of the funding, each local health jurisdiction shall, by Dec 30, 2023, and every three years thereafter, be required to submit a public health plan to CDPH pursuant to the requirements. Funding requirements provide that at least 70 percent of funds to support the hiring of permanent city or county staff, including benefits and training, with remaining funds, not to exceed 30 percent, may be used for equipment, supplies, and other administrative purposes such as facility space, furnishings, and travel.	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

On July 19, 2022, your Honorable Board authorized HCA to accept the allocation of \$13,351,733 from the CDPH for the period of July 1, 2022, through June 30, 2023. Of this allocation, \$7M had been invoiced to CDPH and \$6.3M was carried over into FY2023-24.

On November 28, 2023, your Honorable Board authorized HCA to accept the allocation of \$13,351,733 from the CDPH for the period of July 1, 2023, through June 30, 2024.

As a result of the reduction to the Budget Act of 2024, California Department of Public Health's (CDPH) revised funding allocations for fiscal years FY2024-2025, FY2025-26, and FY2026-27. On August 15, 2024, HCA received notice of the revised annual allocation in the amount of \$12,787,938 to Orange County—at least 70 percent of funds to support the hiring of permanent county staff, including benefits and training, with remaining funds, not to exceed 30 percent, may be used for equipment, supplies, and other administrative purposes such as facility space, furnishings, and travel.

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:

1. Accept the grant funding award from the **California Department of Public Health for Future of Public Health Funding** for the term of **July 1, 2024, through June 30, 2026**, in the amount of **\$25,575,876**.
2. Authorize the Health Care Agency Director, or designee, to execute the Grant Award Agreement, upon review and approval by County Counsel, and delegate authority to the Health Care Agency Director, or designee, to sign and execute the Acceptance of Award, Agreement and/or any documents related to this award, and to make such future amendments thereto that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement.

Department Contact:

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

Jenna Sarin, Director of Public Health and Nursing Services
Phone: (714) 834-4099 Email: jsarin@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:

Veronica Kelley, Agency Director



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	08/16/24
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Maternal, Child and Adolescent Health – Agreement #202430
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health: Maternal, Child, and Adolescent Health Division
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	08/08/2023 (Continuing Grant Matrix)
Awarded Funding Amount:	\$3,323,341.84 (FY 2024-25)
Notification Date of Funding Award:	8/15/2024
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 23-24 Awarded: \$2,843,290.63 FY 22-23 Awarded \$3,309,327.71 FY 21-22 Awarded \$3,136,992.84
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Allocation
County Match?	Yes ☒ Amount \$ 2,214,822.10 or _____ % No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	The award amount includes the Federal Title XIX dollars. The agency budgeted realignment funds are used for Title XIX match.
Will the grant/program create new part or full-time positions?	No. HCA will use existing staff positions within the Community and Nursing Services Division to conduct grant related activities.
Purpose of Grant Funds:	
The California Department of Public Health (CDPH) Maternal, Child, and Adolescent Health (MCAH) division administers the Federal Maternal and Child Services Block Grant through Title V Funds. CDPH/MCAH provides the Maternal and Child Services Block Grant funds to programs for the provision of health services and related activities to optimize healthy development of children, ensure all infants are born healthy and thrive in their first year of life, reduce infant mortality, and provide services for Children and Youth with Special Health Care Needs. Programs that are supported by CDPH/MCAH funds within Community and Nursing Services Division include: Perinatal Assessment and Coordination Team (PACT), Medically High-Risk Newborns (MHRN), Nurse Family Partnership (NFP), Children and Youth with Special Health Care Needs, and Sudden Infant Death Syndrome (SIDS) program.	
Board Resolution Required? (Please attach document to eForm)	Yes ☐ No ☒
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	Massoud Shamel



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

Recommended Action/Special Instructions

(Please specify below)

The Health Care Agency requests that the Board of Supervisors:

- 1) Accept the grant funding award from the **California Department of Public Health Maternal, Child, and Adolescent Health Division** for the term of **July 1, 2024, through June 30, 2025**, in the amount of **\$3,323,341.84**.
- 2) Authorize the Health Care Agency Director, or designee, to execute the Grant Award Agreement, upon review and approval by County Counsel, and delegate authority to the Health Care Agency Director, or designee, to sign and execute the Acceptance of Award, Agreement and/or any documents related to this award, and to make such future amendments thereto that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement.

Department Contact:

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

Jennifer Sarin JSarin@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. Veronica Kelley



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION

Today's Date:	August 20, 2024
Requesting Agency/Department:	OC Community Resources
Grant Name and Project Title:	Environmental Enhancement Fund – 2024 Modjeska Canyon Nature Preserve Habitat Restoration Planning, Implementation and Monitoring
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Fish and Wildlife
Application Amount Requested:	860,000
Application Due Date:	September 11, 2024
Board Date when Board Approved this Application:	
Awarded Funding Amount:	
Notification Date of Funding Awarded:	
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	No
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	
Does this grant require CEQA findings?	No
What Type of Grant is this?	Competitive Application
County Match?	Yes
How will the County Match be Fulfilled? (Please include the specific budget)	\$42,000 OC Parks Fund 405
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
The Modjeska Canyon Nature Preserve project seeks to restore an ecologically sensitive riparian area at the location of a flood control structure adjacent to Santiago Creek. An existing riprap area is to be augmented with locally sourced soil. The site will be enhanced through elimination of invasive species and planting with native vegetation. If awarded, grant funds will support initial planning, design, permits, implementation and monitoring.	
Board Resolution Required?	No
Deputy County Counsel Name:	

Recommended Action(s) (Please specify below)		Attachment A
1. Authorize the OC Community Resources Director or designee to apply for a California Department of Fish and Wildlife Environmental Enhancement Grant - 2024 for Modjeska Canyon Nature Preserve Habitat Restoration. 2. Authorize the OC Community Resources Director, OC Parks Director, or designee to sign and submit all documents required for participation in the program.		
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.	
Dylan Wright (714) 480-2788 Dylan.Wright@occr.ocgov.com		
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:	
Dylan Wright		



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION

Today's Date:	August 20, 2024
Requesting Agency/Department:	OC Community Resources
Grant Name and Project Title:	Environmental Enhancement Fund – 2024 Talbert Regional Park Habitat Enhancement
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Fish and Wildlife
Application Amount Requested:	800,000
Application Due Date:	September 11, 2024
Board Date when Board Approved this Application:	
Awarded Funding Amount:	
Notification Date of Funding Awarded:	
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	No
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	
Does this grant require CEQA findings?	No
What Type of Grant is this?	Application
County Match?	Yes
How will the County Match be Fulfilled? (Please include the specific budget)	\$200,000 In-kind staff time
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
Building on previous grant-funded habitat enhancement work completed in June 2024 at Talbert Regional Park, this project will continue the enhancement process. If awarded, grant funds will support various activities, including completing environmental regulatory permit applications, removing invasive species, adding supplemental native seeding, and ongoing monitoring as required by local agencies.	
Board Resolution Required?	No
Deputy County Counsel Name:	

Recommended Action(s) (Please specify below)		Attachment A
1. Authorize the OC Community Resources Director or designee to apply for a California Department of Fish and Wildlife Environmental Enhancement Grant - 2024 for Talbert Regional Park Habitat Enhancement. 2. Authorize the OC Community Resources Director, OC Parks Director, or designee to sign and submit all documents required for participation in the program.		
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.	
Dylan Wright (714) 480-2788 Dylan.Wright@occr.ocgov.com		
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:	
Dylan Wright		



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	August 12, 2024
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Disability and Healthcare Insurance Fraud Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Insurance (CDI)
Application Amount Requested:	\$2,099,279
Application Due Date:	June 12, 2024
Board Date when Board Approved this Application:	March 12, 2024
Awarded Funding Amount:	\$1,095,984
Notification Date of Funding Award:	July 29, 2024
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	\$1,106,805 was applied for; \$1,061,508 was awarded for FY 2023-24.
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount _____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No new position is required
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.
This grant award is made pursuant to the provisions of California Insurance Code Section 1872.85, and shall be used solely for the purposes of enhanced investigation and prosecution of disability and healthcare insurance fraud cases. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute disability and healthcare insurance fraud cases.	
Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	James Harman , Deputy County Counsel
Recommended Action/Special Instructions (Please specify below)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of \$1,095,984 to continue the Disability and Healthcare Insurance Fraud Program for fiscal year 2024/25.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Disability and Healthcare Insurance Fraud Program.

Department Contact :

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

Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org

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:

Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

August 27, 2024

WHEREAS, the County of Orange desires to undertake its project designated “The Disability and Healthcare Insurance Fraud Program” to be funded in part from funds made available through the California Insurance Code Section 1872.85 and administered by the California Department of Insurance (hereafter referred to as CDI).

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Disability and Healthcare Insurance Fraud Program, effective from July 1, 2024 through June 30, 2025, in the amount not to exceed \$1,095,984.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	August 12, 2024
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Life and Annuity Consumer Protection Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Insurance (CDI)
Application Amount Requested:	\$121,196
Application Due Date:	May 1, 2024
Board Date when Board Approved this Application:	March 12, 2024
Awarded Funding Amount:	\$116,906
Notification Date of Funding Award:	July 29, 2024
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	\$100,000 was applied for; \$94,875 was awarded for FY 2023-24.
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount ____ or ____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No new position is required
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.
This grant award is made pursuant to the provisions of California Insurance Code Section 10127.17, and shall be used solely for the purposes of enhanced investigation and prosecution of life insurance and annuity financial abuse by insurance licensees, or any person purporting to be engaged in the business of insurance. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute life insurance and annuity fraud cases.	
Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	James Harman , Deputy County Counsel
Recommended Action/Special Instructions (Please specify below)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of \$116,906 for the Life and Annuity Consumer Protection Program for fiscal year 2024--25.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Life and Annuity Consumer Protection Program.

Department Contact :

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

Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org

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:

Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

August 27, 2024

WHEREAS, the County of Orange desires to undertake its project designated “The Life and Annuity Consumer Protection Program” to be funded in part from funds made available through the California Insurance Code Section 10127.17 and administered by the California Department of Insurance (hereafter referred to as CDI).

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Life and Annuity Consumer Protection Program, effective from July 1, 2024 through June 30, 2025, in the amount not to exceed \$116,906.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the County’s performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	August 12, 2024
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Workers' Compensation Insurance Fraud Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Insurance (CDI)
Application Amount Requested:	\$10,245,106
Application Due Date:	April 24, 2024
Board Date when Board Approved this Application:	March 12, 2024
Awarded Funding Amount:	\$8,553,472
Notification Date of Funding Award:	July 29, 2024
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	\$7,018,728 was applied for; \$7,742,740 was awarded for FY 2023-24.
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount _____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	Not at this time. If needed, we will go through the Quarterly Budget Adjustment Request process.
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.
The grant award is made pursuant to the provisions of California Insurance Code Section 1872.83, and shall be used solely for the purposes of enhanced investigation and prosecution of workers' compensation insurance fraud cases. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute workers' compensation insurance fraud cases.	
Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	James Harman , Deputy County Counsel
Recommended Action/Special Instructions (Please specify below)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of \$8,553,472 for the Workers' Compensation Insurance Fraud Program for fiscal year 2024/25.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Workers' Compensation Insurance Fraud Program.

Department Contact :

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

Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org

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:

Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

August 27, 2024

WHEREAS, the County of Orange desires to undertake its project designated “The Workers’ Compensation Insurance Fraud Program” to be funded in part from funds made available through California Insurance Code Section 1872.83 and administered by the California Department of Insurance (hereafter referred to as CDI).

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Workers’ Compensation Insurance Fraud Program, effective from July 1, 2024 through June 30, 2025, in the amount not to exceed \$8,553,472.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the County’s performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	August 12, 2024
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	Highway Safety Improvement Program (HSIP) Cycle 12 - Signalized Intersection Project
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	US Department of Transportation/Federal Highway Administration (FHWA)/ State of California Department of Transportation
Application Amount Requested:	\$1,193,580
Application Due Date:	September 9, 2024
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? (If yes, attach memo to CEO) No	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain: Every 2 Years
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	1. Santiago Canyon Road Safety Improvements, Cycle 7 - \$1,942,740 2. Live Oak Canyon Road Highway Safety Improvements, Cycle 6 - \$1,500,000 3. Trabuco Canyon Road Highway Safety Improvements, Cycle 6 - \$1,132,300 4. Gilbert Street Improvements, Cycle 5 - \$900,000
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☒ Amount \$132,620 No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	Fund 174
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
The purpose of the Highway Safety Improvement Program (HSIP) is to achieve significant reduction in traffic fatalities and serious injuries on all public roads. For this project, grant funds would be used to upgrade all traffic signal backplates within unincorporated Orange County to be retroreflective. The project will also include addition of a leading pedestrian interval (LPI) to the traffic signal phases at the intersection of Newport Avenue and Foothill Boulevard to improve pedestrian safety. The total cost of upgrading all signal backplates and implementing LPI is estimated at \$1,326,200. The requested grant amount is \$1,193,580 (90%) and the local match is \$132,620(10%).	
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)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

1. Request Federal Highway Administration and/or the State of California Department of Transportation to allocate Highway Safety Improvement Program (HSIP) funds to the County of Orange in the amount specified in the County's HSIP Cycle 12 Signalized Intersection Project Application; 2. Authorize the Director of OC Public Works or designee to sign and submit the application.	
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

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	August 12, 2024
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	Highway Safety Improvement Program (HSIP) Cycle 12 - Unsignalized Intersection Systemic Safety Improvements
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	US Department of Transportation/Federal Highway Administration (FHWA)/ State of California Department of Transportation
Application Amount Requested:	\$759,150
Application Due Date:	September 9, 2024
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? (If yes, attach memo to CEO) No	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain: Every 2 Years
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	1. Santiago Canyon Road Safety Improvements, Cycle 7 - \$1,942,740 2. Live Oak Canyon Road Highway Safety Improvements, Cycle 6 - \$1,500,000 3. Trabuco Canyon Road Highway Safety Improvements, Cycle 6 - \$1,132,300 4. Gilbert Street Improvements, Cycle 5 - \$900,000
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☒ Amount <u>\$84,350</u> No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	Fund 174
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. The purpose of the Highway Safety Improvement Program (HSIP) is to achieve significant reduction in traffic fatalities and serious injuries on all public roads. For this project, grant funds would be used to install stop signs, pavement markings and Rectangular Rapid Flashing Beacons (RRFB) at unsignalized intersections throughout unincorporated Orange County areas. The total cost of adding stop signs, pavement markings and RRFBs is estimated at \$843,500. The requested grant amount is \$759,150 (90%) and the local match is \$84,350(10%).
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)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

1. Request Federal Highway Administration and/or the State of California Department of Transportation to allocate Highway Safety Improvement Program (HSIP) funds to the County of Orange in the amount specified in the County's HSIP Cycle 12 Unsignalized Intersection Systemic Safety Improvements; 2. Authorize the Director of OC Public Works or designee to sign and submit the application.	
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

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	August 12, 2024
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	Highway Safety Improvement Program (HSIP) Cycle 12 - Rural Canyon Roads Systemic Safety Improvements
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	US Department of Transportation/Federal Highway Administration (FHWA)/ State of California Department of Transportation
Application Amount Requested:	\$1,740,928
Application Due Date:	September 9, 2024
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? (If yes, attach memo to CEO) No	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain: Every 2 Years
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	1. Santiago Canyon Road Safety Improvements, Cycle 7 - \$1,942,740 2. Live Oak Canyon Road Highway Safety Improvements, Cycle 6 - \$1,500,000 3. Trabuco Canyon Road Highway Safety Improvements, Cycle 6 - \$1,132,300 4. Gilbert Street Improvements, Cycle 5 - \$900,000
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☒ Amount <u>\$193,437</u> No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	Fund 174
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. The purpose of the Highway Safety Improvement Program (HSIP) is to achieve significant reduction in traffic fatalities and serious injuries on all public roads. For this project, grant funds would be used to improve safety of rural roadways (Brea Canyon Road, Santiago Canyon Road, Silverado Canyon Road, Live Oak Canyon Road and Trabuco Canyon Road) by installing chevron signs, centerline and shoulder rumble strips, raised pavement markers, Rectangular Rapid Flashing Beacons (RRFB), and speed reduction markings. The total cost of the project s is estimated at \$1,934,365. The requested grant amount is \$1,740,928 (90%) and the local match is \$193,437(10%).
Board Resolution Required? (Please attach document to eForm)	Yes ☐ No ☒
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

Recommended Action/Special Instructions (Please specify below)	
1. Request Federal Highway Administration and/or the State of California Department of Transportation to allocate Highway Safety Improvement Program (HSIP) funds to the County of Orange in the amount specified in the County's HSIP Cycle 12 Rural Canyon Roads Systemic Safety Improvements Application; 2. Authorize the Director of OC Public Works or designee to sign and submit the application.	
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

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	August 5, 2024
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	Cooperative Watershed Management Program; South OC Watershed Management Area Community Engagement FY 24
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	US Bureau of Reclamation
Application Amount Requested:	\$300,000
Application Due Date:	September 3, 2024
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? (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ 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 ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount _____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	A match is not required
Will the grant/program create new part or full-time positions?	No
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.
The Cooperative Watershed Management Grant program provides funding to local watershed groups to encourage diverse stakeholders to develop collaborative solutions to address water resource needs. This proposal will support community engagement on watershed planning activities. Inclusion of diverse stakeholders is a critical gap that will be filled if the County is awarded this grant opportunity.	
Board Resolution Required? (Please attach document to eForm)	Yes ☐ No ☒
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

Recommended Action/Special Instructions (Please specify below)	
1. Authorize the Director of OC Public Works or designee to submit, on behalf of the County of Orange, a grant application for South OC Watershed Management Area Community Engagement to the US Bureau of Reclamation Cooperative Watershed Management Program for an amount of \$300,000 for the development of a plan to assess and promote the inclusion of diverse communities in developing collaborative solutions for water resource needs.	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Beatrice Musacchia (Beatrice.Musacchia@ocpw.ocgov.com ; 714-955-0612), Michael Mori (.Michael.Mori@ocpw.ocgov.com ; 714-955-0686), Grant Sharp (Grant.Sharp@ocpw.ocgov.com ; 714-955-0633)	
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:
Amanda Carr, Deputy Director, OCPW Kevin Onuma, County Engineer James Treadaway, Director, OCPW	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	August 5, 2024
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	Cooperative Watershed Management Program; North and Central OC Watershed Management Areas Community Engagement
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	US Bureau of Reclamation
Application Amount Requested:	\$300,000
Application Due Date:	September 3, 2024
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? (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ 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 ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount _____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	A match is not required
Will the grant/program create new part or full-time positions?	No
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.
The Cooperative Watershed Management Grant program provides funding to local watershed groups to encourage diverse stakeholders to develop collaborative solutions to address water resource needs. This proposal will support community engagement on watershed planning activities. Inclusion of diverse stakeholders is a critical gap that will be filled if the County is awarded this grant opportunity.	
Board Resolution Required? (Please attach document to eForm)	Yes ☐ No ☒
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

Recommended Action/Special Instructions

(Please specify below)

1. Authorize the Director of OC Public Works or designee to submit, on behalf of the County of Orange, a grant application for North and Central Watershed Management Areas Community Engagement to the US Bureau of Reclamation Cooperative Watershed Management Program for an amount of \$300,000 for the development of a plan to assess and promote the inclusion of communities in developing collaborative solutions for water resource needs.

Department Contact :

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

Beatrice Musacchia (Beatrice.Musacchia@ocpw.ocgov.com; 714-955-0612), Christy Suppes (Christy.Supes@ocpw.ocgov.com; 714-955-0673), James Fortuna (James.Fortuna@ocpw.ocgov.com; 714-955-0680)

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:

Amanda Carr, Deputy Director, OCPW
Kevin Onuma, County Engineer
James Treadaway, Director, OCPW



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	8/13/2024
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	Drug Prevalence in DUI Drivers
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State of California Office of Traffic Safety
Application Amount Requested:	\$165,000
Application Due Date:	1/30/2024
Board Date when Board Approved this Application:	1/23/24
Awarded Funding Amount:	\$154,743
Notification Date of Funding Award:	8/8/24
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	2017: \$270,000 2022: \$150,000 2018: \$316,000 2023: \$141,940 2019: \$350,000 2020: \$117,000 2021: \$299,850
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount _____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
The Orange County Crime Laboratory (OC Crime Lab) has worked collaboratively for a number of years to improve toxicological analysis and testimony on driving under the influence of drug (DUID) cases within the County of Orange. The laboratory has established standards of performance in both DUID testing and expert testimony that have been recognized at both the state and national level. To further improve the overall service to the County, the OC Crime Lab tests all blood samples obtained from traffic safety related incidents for drugs. To continue providing the County of Orange with up-to-date Toxicology services, the laboratory plans to send staff to trainings and supplement the toxicology staff with overtime to improve turnaround times through funding from the California Office of Traffic Safety. The cost for the total compensation for overtime and training for current staff is \$154,743.00.	
Board Resolution Required? (Please attach document to eForm)	Yes ☐ No ☒
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

the Resolution)	
Recommended Action/Special Instructions (Please specify below)	
1. Request authorization to accept the Drug Prevalence in DUI Drivers Grant from the State of California Office of Traffic Safety in the amount of \$154,743.00 for the grant period October 1, 2024, through September 30, 2025. 2. Authorize the Sheriff-Coroner or designee, the Director of the Crime Lab, and the Director of Sheriff's Financial Services to execute the Grant Agreement.	
A resolution is not required for this grant.	
Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Stephanie Callian, (714) 834-4510	
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:
Stephanie Callian, Director. (714) 834-4510 Erin Nixt, Assistant Director. (714) 834-4510	



RECEIVED

2024 AUG 19 PM 12:09

MEMORANDUM

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

To: Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Date: August 19, 2024

RE: Reappointment of John (Pat) Welch to the North Tustin Advisory Committee *S22A*

I would like to reappoint John (Pat) Welch to the North Tustin Advisory Committee for a term of April 1, 2023 through March 31, 2026. Please add this as a supplemental item to the Tuesday, August 27, 2024 Board of Supervisors meeting.



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to: Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Email: response@ocgov.com
Website: <https://cob.ocgov.com/>

(FOR COUNTY USE ONLY)

RECEIVED

2024 AUG 14 PM 2:47

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP. SEE LIST AT <https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information>

NORTH TUSTIN ADVISORY COMMITTEE / REAPPOINTMENT

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

APPLICANT NAME AND RESIDENCE ADDRESS:

John (Pat)

First Name

P.

Middle Name

Weich

Last Name

Street Address

City

Santa Ana, CA

State

Zip Code

N/A

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

☐ **EMPLOYMENT HISTORY:** Please attach a resume to this application and provide any information that would be helpful in evaluating your application. **A RESUME MUST BE ATTACHED TO YOUR APPLICATION.**

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

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

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
FOOTBALL COMMUNITIES ASSOCIATION (DIR)	1/2000	CURRENT
NORTH TUSTIN ADVISORY COMMITTEE	6/2005	CURRENT
VINTAGE CHEVROLET CLUB OF AMERICA	1/2010	CURRENT

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

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

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

☐ YES ☒ NO

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

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

I have been a member of NEAC for the past nineteen years and wish to continue my involvement in land use issues.

DATE: 8/7/2024

APPLICANTS SIGNATURE:

John P. Welch

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

Date Received: 8-14-24 Received by: M Lopez
Deputy Clerk of the Board of Supervisors
Date referred: 8-14-24
To: ☐ BOS District 1 ☐ BOS District 2 ☒ BOS District 3 ☐ BOS District 4 ☐ BOS District 5
☐ All BOS ☐ BCC Contact Person Name _____

RESUME

John P. Welch

August 7, 2024

PERSONAL

Education History

- **Barrington (Illinois) High School. Graduated 1959**
- **Quincy (Illinois) University-1959-1961**
- **Southern Illinois University-1961-1963**
- **United States Army-Honorable Discharge 1965**
- **California State University Fullerton, CA. Graduated 1968/BA Marketing**
- **Graduate School of Sales Management and Marketing Syracuse University-1984**

Employment History

- **Montgomery Ward & Company-1965-1968. Sales Representative**
- **Anaconda Wire & Cable Company-1968-1969**
- **Silgan White Cap-1970-2012. Retired 2012. Last position: Director of Sales/West Coast**



RECEIVED

2024 AUG 20 PM 2:56

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

Date: August 20, 2024
To: Robin Stieler, Clerk of the Board
From: Katrina Foley, Fifth District Supervisor
Re: Supplemental Item for August 27, 2024 Meeting of the Board of Supervisors

NA for KF

S22B

Please place a Supplemental Item on the August 27, 2024 Board of Supervisors Meeting to approve the addition of the Olympian Parade to be held at Dana Point Harbor to the County Master Events Calendar.

Find under Government Code section 26227 that the Olympian Parade serves a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.



County Executive Office

Memorandum

August 20, 2024

To: Clerk of the Board of Supervisors
From: Michelle Aguirre, Acting County Executive Officer *MAguirre*
Subject: Exception to Rule 21

2024 AUG 21 PM 1:35
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS
Digitally signed by Michelle Aguirre
DN: cn=Michelle Aguirre,
o=County of Orange, ou=CEO,
email=Michelle.Aguirre@ocgov.co
m, c=US
Date: 2024.08.20 16:28:59 -0700

RECEIVED

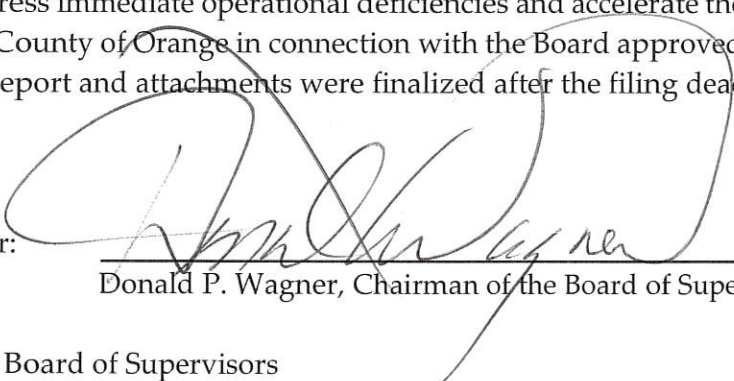
S22C

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 27, 2024, Board Hearing.

Agency: County Executive Office
Subject: Social Services Agency Second Amendment at 1928 S. Grand Avenue, Santa Ana
Districts: 2

Reason Item is Supplemental: The second amendment was executed by Landlord and its lender after the Clerk of the Board's filing deadline therefore this Agenda Staff Report could not be submitted by the filing deadline.

Justification: CEO Real Estate is requesting this item be filed for the August 27, 2024, Board meeting to ensure the County can transition lessor provided services effective September 1, 2024, to address immediate operational deficiencies and accelerate the transfer of property ownership to the County of Orange in connection with the Board approved lease conveyance. This Agenda Staff Report and attachments 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

modifications that do not increase the cost or liability to the County, as approved by County Counsel.

4. Amend the previously Board-authorized expenditure of \$350,000 and authorize the Chief Real Estate Officer or designee to spend up to an additional \$50,000, for a total amount not to exceed \$400,000, for costs related to due diligence investigations, escrow, and other related expenses, and upon satisfactory completion of all due diligence, the Chief Real Estate Officer or designee is authorized to take all actions and sign all document necessary to complete the purchase of the office facility located at 1928 South Grand Avenue, Santa Ana, California.
5. Direct the Auditor-Controller, upon notification from the Chief Real Estate Officer or designee, to issue payments of a total amount not to exceed \$400,000, which includes the previously Board-approved amount of \$350,000 from Minute Order dated March 12, 2024, to vendors for payment of due diligence, title research, land survey, engineering reports, hazardous material assessment report(s), trust deed clearance fees, forwarding fees, subordination fees, utility prorations, and other costs and fees associated with the due diligence, escrow, and title research as applicable.
6. Direct the Auditor-Controller, upon notification from the Chief Real Estate Officer or designee, to issue payments upon receipt of invoices from Lessor and vendors for costs and fees associated with facility services, property management fees and property management transitions activities, consistent with the terms and conditions of the second amendment to lease.
7. Authorize the Chief Real Estate Officer or designee to execute subsequent documents and amendments that make non-monetary and/or monetary changes that do not increase County costs by more than \$75,000 per year, as approved by County Counsel.

SUMMARY:

Approval of the Second Amendment to lease agreement with Centurion Partners Santa Ana, LLC, and related documents will eliminate the County's payment of operational rent, transition a portion of lessor's provided services effective September 1, 2024, to the County so County can address operational deficiencies and prepare for County's impending purchase of the office facility, commonly known as the Orange County Social Services Agency's Santa Ana Regional Center, located at 1928 South Grand Avenue, Santa Ana, California, pursuant to the Board approved lease conveyance agreement.

BACKGROUND INFORMATION:

In 1991, the Orange County Social Services Agency (SSA) began leasing the office facility located at 1928 South Grand Avenue, Santa Ana (Property), which consisted of three standalone single-story office buildings totaling 171,964 rentable square feet (RSF) constructed in 1967 on 13.43 acres of land. On February 15, 2005, the Orange County Board of Supervisors (Board) authorized entering into a Lease Conveyance Agreement (Lease) with Centurion Partners Santa Ana, LLC, a Delaware limited liability company (Lessor). As a condition of the Lease, Lessor constructed two additional single-story office buildings on the Property, adjoining the original three, combining all five buildings into an interconnected facility totaling 211,964 RSF. Surface parking surrounds the buildings on all sides and consists of approximately 911 parking spaces. The Property is located on the eastern side of Santa Ana approximately one mile from the border with the city of Tustin. The Property is accessed along Grand Avenue and lies between Edinger Avenue to the north and Warner Avenue to the south with bus routes running along all three streets.

The Property is a hub for five distinct SSA departments, each specializing in various vital public assistance programs. The Assistance Program division offers comprehensive support, including Medi-Cal, CalFresh, General Relief and Cash Assistance for Immigrants. Family Self-Sufficiency oversees programs such as CalWORKs cash assistance, Welfare-to-Work and Refugee Services. Training and Career Development provides essential training for SSA staff and community partners, with collaborative initiatives like evening classes in conjunction with Cypress Community College. Program Integrity plays a critical role in ensuring the effective functioning of SSA divisions through various functions, such as appeals, civil rights, grievance reviews, income eligibility verification systems and fraud detection. Additionally, the Mentor, Onboarding, and Quality Assurance team offers support to new hires and mentorship to eligibility staff. At present, the team of 878 dedicated SSA staff work out of the Property providing the above services while also working in collaboration with several outside organizations to enrich the services provided to the community.

The Lease, known as a capital lease because lease payments include purchase of capital as well as rent payments, contains an Offer to Convey (Offer) the Property to the County for a purchase price of \$100. Lessor agreed to convey indefeasible fee title of the Property to the County at the end of the Lease term which is February 28, 2025 (Lease Expiration Date), upon the execution of the Purchase and Sale Agreement, Escrow Instructions, and any other conditions consistent with the terms of the Lease.

On March 12, 2024, the Board approved and authorized the Chief Real Estate Officer to exercise the Offer, execute the Purchase and Sale Agreement, and commence all actions consistent with the Purchase and Sale Agreement in connection with due diligence investigations, including preliminary title reports and environmental assessments, for the transfer of ownership. Additionally, pursuant to the Lease, during the 12-month period following expiration of the Lease, March 1, 2025, through February 28, 2026, the County may continue possession of the Property on a rent-free basis under the same conditions and covenants contained in the Lease.

Due to significant Property operational deficiencies, the County has experienced ongoing, historical, and habitual facility maintenance issues at the Property. Subsequently, due to Lessor's continued deferred maintenance of capital improvements at Lessor's cost, including but not limited to, parking lot repairs, slurry, recarpeting and repainting, and additional failures concerning repair and maintenance obligations under the Lease, the Property is in an unkempt condition for County clients and staff. The County has issued multiple notices to cure or default without sustainable actions by Lessor to maintain critical services to the Property. With the Lease Expiration Date fast approaching, it is in the County's best interest to structure an accelerated transition of services from Lessor to the County.

Upon the execution of the Second Amendment, Lessor and County agree to convert the Lease into a triple net lease and transfer a portion of Lessor provided maintenance services over to the County, as of September 1, 2024, (County Transition Date), to expedite remedies to address the Property's repair and maintenance deficiencies. The County's obligation to pay operational rent to Lessor for such services will be eliminated when these services transition to the County. Upon the County Transition Date, the County will pay directly for services, including utilities (electricity, water, and gas), janitorial services, interior and exterior Property maintenance, landscaping, trash and security services, and Lessor will be released of further obligations in connection with such services except for coordination of the various services, as addressed below.

The County will have the ability to accelerate the close of escrow and the mutual execution of the Purchase and Sale Agreement and Escrow Instructions, on or after September 30, 2024, (County Transfer Date), for a structured early exit by Lessor. As of the County Transfer Date, the County will own the property and improvements, but will continue to pay base rent, as defined in the Revised Exhibit J and consistent with the terms of the original Lease, for the remaining mortgage financing payments to Lessor through the Lease Expiration Date (Final Base Rent). Additionally, the County will pay for any costs in connection with any

specific alterations requested by the County, as well as property management fees, reimbursement of electricity bills, or property taxes due through the County Transfer Date as set forth in the Second Amendment.

Upon full payment of the Final Base Rent, the County's obligation to make further payments will cease and the County will own the property with no encumbrances related to the lease. The County, in its sole discretion, may elect to pay the Final Base Rent in the form of a one-time lump sum payment directly to the lender, without penalty, prior to the Lease Expiration Date, for fulfillment of the Final Base Rent obligation and completion of the conveyance.

County will pay Lessor a property management fee, in the amount of \$20,000 per month, to assist with the management of respective service contracts and coordination for building services from the County Transition Date to the County Transfer Date. In addition to the management fees, the County will pay Lessor for the property ownership transition activities provided consistent with the payment scale set forth in the Second Amendment. Any taxes and assessments due and payable upon the Property will be paid by the County through the County Transfer Date.

Due to the age, size, and condition of the Property, there is a need for an additional \$50,000 to expand the scope of evaluations, ensure additional comprehensive assessments and due diligence investigations. The due diligence investigations encompass the following: land surveys, engineering reports, hazardous assessment reports, feasibility reports, and other relevant costs and fees.

The Second Amendment is being brought to the Board with less than 30 days prior to the contract start dates due to delays in execution of the agreement. The Preference Policy is to submittal at least 30 days prior to the commencement of the contract, agreement or amendment.

The Second Amendment is consistent with SSA's program goals and allows flexibility for future program needs, and therefore approval is recommended by SSA and CEO Real Estate.

Compliance with CEQA: The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to CEQA Guidelines Section 15301, because it involves leasing of an existing office facility involving negligible or no expansion of an existing use.

FINANCIAL IMPACT:

Appropriations for the repairs and maintenance costs, as well as costs and fees associated with the facility services, property management, transitions activities and transfer of ownership, consistent with the terms and conditions of the original lease and second amendment of the property located at 1928 South Grand Avenue, Santa Ana, California, will be absorbed in SSA Budget Control 063, FY 2024-25 Budget.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

Social Services Agency

ATTACHMENT(S):

Attachment A – Second Amendment to Lease Conveyance

Attachment A



GA 1213-169
SSA/Santa Ana Regional Center (SARC)
1928 S. Grand Avenue
Santa Ana, CA 92705

SECOND AMENDMENT TO LEASE CONVEYANCE AGREEMENT

THIS SECOND AMENDMENT TO LEASE CONVEYANCE AGREEMENT (hereinafter referred to as "**Second Amendment**") is made [REDACTED], 2024 ("**Effective Date**"), by and between CENTURION PARTNERS SANTA ANA, LLC, a Delaware limited liability company (hereinafter referred to as "**LESSOR**"), and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "**COUNTY**"). The LESSOR and COUNTY may individually be referred to herein as a "**Party**," or collectively as the "**Parties**."

RECITALS

I. Pursuant to a lease conveyance agreement dated February 15, 2005, ("**Lease**"), LESSOR leases to COUNTY that certain property including approximately 211,964 rentable square feet of the Building located at 1928 South Grand Avenue, in the city of Santa Ana, California ("**Premises**"), for use by the Social Services Agency as its Santa Ana Regional Center ("**SARC**").

II. Pursuant to the terms of the Lease, LESSOR agreed on an offer to convey indefeasible fee title to the Premises to the COUNTY at the end of the Lease term ("**Offer to Convey**") upon execution of the Purchase and Sale Agreement and Escrow Instructions as attached hereto and by this reference made a part hereof as Revised Exhibit H (the "**Purchase and Sale Agreement**").

III. The term of the Lease is set to expire on February 28, 2025, and the COUNTY has provided timely written notice of acceptance of the Offer to Convey within the option period, consistent with Clause 36 (OFFER TO CONVEY) of this Lease.

IV. The Parties agree to amend the Lease to in order to convert the Lease into a triple net lease, eliminate COUNTY's obligation to pay Operational Rent, transition a portion of Lessor Services over to COUNTY as of September 1, 2024, ("**County Transition Date**"), and accelerate close of escrow and the mutual execution of the Purchase and Sale Agreement and Escrow Instructions, on or after September 30, 2024, ("**County Transfer Date**").

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the Lease as of the Effective Date first written above as follows:

Attachment A

A. Clause 1 (DEFINITIONS) is hereby deleted from the Lease in its entirety and the following clause is substituted as of the County Transition Date:

“1. DEFINITIONS (1.2 S)

“Auditor-Controller” means the Auditor-Controller, County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be designated by the Board of Supervisors.

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

“CEO/Real Estate” means the County Executive Office, Real Estate, for the County of Orange, or upon written notice to LESSOR, such entity as shall be designated by the County Executive Officer or the Board of Supervisors.

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

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

“Chief Deputy Director of SSA” means the Chief Deputy Director, Social Services Agency, County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“County Transfer Date” shall mean the date legal and/or equitable ownership of the Property transfers to the COUNTY pursuant to the Purchase and Sale Agreement. The closing date of the transfer of legal and/or equitable ownership of the Property to COUNTY pursuant to the Purchase and Sale Agreement shall be at the sole discretion of the COUNTY, with agreement of the Lender, but shall be no earlier than September 30, 2024. COUNTY shall provide LESSOR with at least ten (10) business days’ prior written notice of the date that COUNTY selects as the closing date of the transfer of legal ownership of the Property to COUNTY.

“County Transition Date” shall mean September 1, 2024, the date the Lease transitions to a triple net lease as set forth in this Second Amendment.

“Lender” shall mean CTL – 2005 – 6 Trust (Orange County) and its successors and assigns.

“Manager of CEO/Real Estate” means the Manager, County Executive Office, Real Estate, County of Orange, or designee or upon written notice to LESSOR, such other person or entity as shall be designated by the County Executive Officer.

“Manager of OCPW/Manager, Internal Services/Special Projects” means the Manager, OC Public Works, Internal Services, Special Projects, or upon written notice to LESSOR, such other person or entity as shall be designated by the Manager of OCPW/Internal Services.

Attachment A

"SSA/Real Property Services" means the Social Services Agency, Management Services, Real Property Services, Facility Operations Planning, County of Orange, or upon written notice to LESSOR, such other person or entity as shall be designated by the Director, Social Services Agency, County of Orange."

B. Clause 6 (RENT) is hereby deleted from the Lease in its entirety and the following clause is substituted as of the County Transition Date:

"6. RENT (3.1 N)

Base Rent: COUNTY agrees to pay to LESSOR rent for the Premises in accordance with the amortization schedule, Revised Exhibit J, which is attached hereto and by this reference made a part hereof ("**Base Rent**"). Base Rent means the "Base Rent" identified in Revised Exhibit J, which shall be used for the payment of LESSOR's mortgage financing, and which is not subject to COUNTY's right to deduct from rent payable as provided for in Clause 9 (COUNTY'S RIGHT TO DEDUCT FROM RENT PAYABLE AND FROM IRREVOCABLE LETTER OF CREDIT) of this Lease. Notwithstanding anything contained in this Lease to the contrary, any provision of this Lease conferring on COUNTY the right to reduce, deduct from or offset against any rent payable shall be limited solely to the Operational Rent (as defined below) without regard to whether such limitation is so stated.

Following the County Transfer Date, if any Base Rent remains unpaid by COUNTY to LESSOR, COUNTY shall continue to pay Base Rent in accordance with Revised Exhibit J until all Base Rent owed by COUNTY to LESSOR is paid in full. After all Base Rent owed by COUNTY to LESSOR is paid in full, COUNTY's obligation to make further Base Rent payments to LESSOR for the Premises shall cease and no additional Base Rent shall be owed by COUNTY to LESSOR.

Upon of the County Transfer Date and thereafter, the County will pay Base Rent owed by the County to Lender in accordance with Revised Exhibit J, but the County has the option, in its sole and absolute discretion and election, to pay all remaining Base Rent in its entirety, as a one-time lump sum payment to Lender, without any penalty.

Additional Rent: COUNTY shall pay, consistent with this Clause and Revised Exhibit J, any "**Additional Rent**." Additional Rent consists of the cost of charges for after-occupancy tenant improvements pursuant to Clause 18 (COUNTY-REQUESTED ALTERATIONS), Property Management Services after the County Transition Date pursuant to Clause 20 (PROPERTY MANAGEMENT SERVICES), reimbursement of electricity bill pursuant to Clause 21 (UTILITIES) and/or taxes and assessments pursuant to Clause 24 (TAXES AND ASSESSMENTS).

On the County Transfer Date, COUNTY shall pay to LESSOR all unpaid Additional Rent relating to the period prior to the County Transfer Date. Effective as of the County Transfer Date, COUNTY's obligation to pay Additional Rent shall cease and no Additional Rent shall be owed by COUNTY, except that if on the County Transfer Date COUNTY has not fully paid all Additional Rent relating to the period prior to the County Transfer Date ("**Pre-Transfer Date**

Attachment A

Additional Rent”), COUNTY shall remain obligated to pay all such Pre-Transfer Date Additional Rent. Effective as of the County Transfer Date, COUNTY shall be released from any and all duties related to payment of Additional Rent under this Lease except with respect to any unpaid Pre-Transfer Date Additional Rent.

Operational Rent: Except for the Pre-Transition Date Period set forth below, as of the County Transition Date (as defined above) and thereafter, COUNTY shall no longer be financially responsible for, or pay for, Operational Rent, defined as all rent payable under this Lease that is not Base Rent and/or Additional Rent (“**Operational Rent**”), which is paid in arrears for time periods preceding the County Transition Date unless otherwise agreed to by the Parties in writing, including but not limited to through escrow instructions between the Parties related to the Amended and Restated Offer to Convey and the Purchase and Sale Agreement and Escrow Instructions addressed in Section 36, below, and in Revised Exhibit H; however, COUNTY shall continue to pay Base Rent and/or Additional Rent as set forth in the Revised Exhibit J. On or before September 30, 2024, LESSOR shall provide to COUNTY a Summary Statement with Supporting Data (as such terms are defined below) listing all costs and expenses incurred by LESSOR for Lessor Services rendered during the period of March 1, 2024, through August 31, 2024 (“**Pre-Transition Date Period**”), which amount shall not exceed the prorated Expense Stop amount (as defined below) for this period of time (“**Pre-Transition Date Period Operational Rent**”) and against which the COUNTY shall receive a monthly credit for the insurance amounts and property tax (as of the Effective Date, property taxes have been paid through June 30, 2024) previously paid by LESSOR prior to the Pre-Transition Date Period and reimbursed by the COUNTY as Lessor Services (both these credits shall serve to reduce this prorated Expense Stop amount available to the LESSOR). The COUNTY shall also pay into escrow the prorated monthly property taxes in the amount of \$ [REDACTED] for the period of time from the Effective Date of the Second Amendment to this Lease through the County Transfer Date, which shall act as an offset against the Operational Rent for the period of time from the Effective Date of the Second Amendment to this Lease through the County Transition Date. LESSOR shall be entitled to reimbursement for reasonable and customary cancellation cost for its pre-existing insurance policy and the COUNTY shall be entitled to the refunded remaining policy premium due from the insurance broker upon LESSOR’s cancellation. LESSOR agrees to provide mechanics lien releases from contractors within fifteen (15) days following payment by COUNTY of invoices that are included in the Summary Statement.

Rent Payment Procedure: To obtain Base Rent, Additional Rent, Operational Rent and/or Pre-Transition Date Period Operational Rent payments LESSOR (or LESSOR’s designee) shall submit to COUNTY’s SSA/Real Property Services, in a form acceptable to said SSA/Real Property Services, a written claim for said rent payments. However, as set forth hereinabove, effective upon the County Transfer Date, Base Rent shall be paid to Lender.

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

- A. The first day of the month following the month earned; or
- B. Receipt of LESSOR’s written claim by COUNTY’s SSA/Real Property Services; or

Attachment A

C. As applicable to the Pre-Transition Date Period Operational Rent only, after COUNTY's receipt of the Summary Statement set forth above under Operation Rent."

C. Clause 7 (RENT ADJUSTMENT) is hereby deleted from the Lease in its entirety as of the County Transition Date.

D. Clause 8 (ADJUSTMENT FOR COST OF LESSOR SERVICES) is hereby deleted from the Lease in its entirety and the following clause is substituted as of the County Transition Date:

"8. ADJUSTMENT FOR COST OF LESSOR SERVICES (3.4 N)

Prior to County Transition Date: For the purposes of this clause, the cost of services for the period prior to the County Transition Date provided by LESSOR for the COUNTY ("Lessor Services") shall include only the following costs:

- A. Real property taxes (COUNTY shall not be obligated to pay any adjustments pursuant to this clause for an increase in property taxes resulting from a transfer of ownership of the Premises after the execution of the Lease and the concurrent sale of the Premises to the LESSOR);
- B. Utilities (Electricity, Gas, Water, and excluding telephone service);
- C. Janitorial service (in accordance with the attached Janitorial Specifications);
- D. Interior/Exterior Maintenance;
- E. Landscaping Services;
- F. Trash and Waste Services;
- G. Security Services Fees;
- H. Property Management Fees;
- I. Insurance (as required by this Lease).

Notwithstanding the foregoing, Lessor Services shall not include expenses for which the LESSOR is reimbursed by a third party, either by an insurer, condemner or otherwise; expenses incurred in the leasing or procuring of tenants, including, without limitation, lease commissions, advertising expenses, and legal expenses; cost of compliance with future laws, depreciation, interest or amortization payments on any mortgage or mortgages; wages, salaries or other compensation paid to any employees; the cost of any work or service performed for or facilities furnished to COUNTY at COUNTY's cost; the cost of correcting building defects, latent or otherwise; costs of capital and tenant improvements and depreciation or amortization cost of maintenance of the Premises; costs for major repairs and/or replacements to the building that constitute capital improvements or replacements, as described in Clauses 11, 12, 13, 14, 15, and 16 of this Lease.

Attachment A

Except as modified above in the Operational Rent section above, each year during the Lease term, COUNTY shall reimburse LESSOR for the cost of Lessor Services that exceed the effective **"Expense Stop."** Said effective Expense Stop shall be One Million Two Hundred Thirty-Eight Thousand One Hundred Forty One Dollars (\$1,238,141) for the initial Premises of 171,964 rentable square feet. Said Expense Stop shall be increased to One Million Five Hundred Twenty-Six Thousand One Hundred Forty One Dollars (\$1,526,141) at the time the Additional Space is incorporated into the Premises, which then shall consist of 211,964 rentable square feet. Should the Additional Space be incorporated into the Premises during a Lease year, the applicable Expense Stop and adjustment of cost of Lessor Services to be paid by COUNTY will be prorated based upon 1/360th for each day that the applicable Expense Stop applies.

COUNTY shall receive a credit against the Lease Year No. 20 Expense Stop for any pre-paid amounts paid as part of the prior 2023-2024 lease year (Lease Year No. 19) reconciliation. Within sixty (60) days following each anniversary date of the commencement of the term of this Lease, LESSOR shall furnish COUNTY with the following specifically applicable to the Premises.

- A. Summary Statement: LESSOR shall furnish a written statement that includes in detail: (1) the cost of each category of LESSOR Services noted herein; (2) the cost of LESSOR Services that exceed the then effective Expense Stop ("**Summary Statement**");
- B. Supporting Data: LESSOR shall submit to SSA/Real Property Services all supporting data that includes copies of invoices and/or work orders and proof of payment for each, neatly separated and organized by Lessor Services categories and date of the service ("**Supporting Data**").

COUNTY shall have the right to audit any Supporting Data provided by LESSOR and used in the preparation of said claim. In the event COUNTY questions the adequacy of any portion of the Supporting Data provided by LESSOR, and COUNTY requests additional Supporting Data, the due date for payment of the adjustment shall be sixty (60) days from the date COUNTY receives the additional data required to substantiate LESSOR's claim. In the event payment is due, said payment shall be made in a lump-sum within sixty (60) days following receipt of said Summary Statement and Supporting Data.

Should LESSOR fail to provide said Summary Statement and supporting documentation within sixty (60) days from said anniversary date, any claim for reimbursement pursuant to this clause shall be deemed waived by the LESSOR for the said adjustment period.

Effective on and after the County Transition Date: As of the County Transition Date and thereafter, the following Lessor Services shall be paid for directly by the COUNTY to the party who performed the service upon invoice from the service provider, and LESSOR shall no longer have any obligation to pay the following Lessor Services to the service provider thereof:

- A. Utilities (Electricity, Gas, Water, and excluding telephone service);
- B. Janitorial service (in accordance with the attached Janitorial Specifications);
- C. Interior/Exterior Maintenance;

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- D. Landscaping Services;
- E. Trash and Waste Services;
- F. Security Services Fees;
- G. *Property Management Fees - DELETED
- H. *Insurance (as required by this Lease) - DELETED

*NOTE: Property Management Fees and Insurance (as required by the Lease) are intentionally DELETED from these Adjustments for Cost of Lessor Service and further detailed within this Second Amendment to the Lease.

After the County Transition Date, COUNTY shall be responsible for and pay directly for Lessor Services as enumerated in this section.

Release of LESSOR as of the County Transition Date. As of the County Transition Date, LESSOR shall have no further obligations under the Lease except for the following (“**Lessor’s Continuing Obligations**”): (a) the provision of Lessor Services to the extent described in this Second Amendment to the Lease, (b) the provision of Property Management Services to the extent described in this Second Amendment to the Lease; (c) the provision of services relating to the Property Management Transition Activities to the extent provided in this Second Amendment to the Lease; and (d) the payment of property taxes, subject to reimbursement by COUNTY, as provided in Section 24 of the Lease as modified by this Second Amendment to the Lease. Other than the foregoing Lessor’s Continuing Obligations, LESSOR shall have no other obligations under the Lease from and after the County Transition Date. COUNTY agrees that this means, without limitation, that on the County Transition Date, LESSOR will have no further obligations (other than Lessor’s Continuing Obligations), with respect to maintaining and repairing the Premises, ensuring that the Premises comply with laws, correction of building defects (latent or otherwise), capital and tenant improvements to the Premises, or any other obligations described in the Lease, including, without limitation, any obligations for major repairs and/or replacements to the building that constitute capital improvements or replacements, as described in Clauses 11, 12, 13, 14, 15, and 16 of the Lease.”

E. Clause 14 (PAINTING BY LESSOR) is hereby deleted from the Lease in its entirety as of the County Transition Date.

F. Clause 15 (CARPETING BY LESSOR) is hereby deleted from the Lease in its entirety as of the County Transition Date.

G. Clause 16 (PARKING LOT REPAIRS) is hereby deleted from the Lease in its entirety as of the County Transition Date.

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H. Clause 20 (REPAIR, MAINTENANCE, AND JANITORIAL SERVICES) is hereby deleted from the Lease in its entirety and the following clause is substituted as of the County Transition Date:

“20. PROPERTY MANAGEMENT SERVICES (5.1 S)

Effective on and after the County Transition Date: As of the County Transition Date, COUNTY shall be financially responsible for, and shall pay directly for, Lessor Services to the extent described pursuant to Clause 8 (ADJUSTMENT FOR COST OF LESSOR SERVICES) above. The provision of the Lessor Services, prior to and as of the County Transition Date and until the County Transfer Date, shall be with the management and direction of LESSOR to ensure all Lessor Services are performed according to their respective contracts or work orders, including but not limited to organizing, directing and communicating with all contractors/vendors engaged at the Premises, on behalf of COUNTY, for building services, including building engineer, HVAC contractor, landscaper and Fire Life Safety provider, regular inspections of property conditions, assessment of any conditions requiring remediation and review of invoices submitted by contractors/vendors for payment directly by COUNTY in arrears (“**Property Management Services**”). COUNTY shall pay LESSOR the fee of \$20,000.00 per month, in arrears, for the Property Management Services provided through the County Transfer Date.

In addition to the Property Management Services, as of the County Transition Date, LESSOR shall provide services related to assisting the COUNTY transition with its ownership of the Premises and Building, including but not limited to: consulting, information transfer associated with management and operation of the Premises and Building (“**Property Management Transition Activities**”).

LESSOR shall be compensated by COUNTY for the Property Management Transition Activities rendered, as Additional Rent, following the County Transfer Date and such fee shall be based on the below scale:

If the County Transfer Date occurs on or before:	Amount to be paid by COUNTY to LESSOR for Property Management Transition Activities:
September 30, 2024	\$60,000
October 31, 2024	\$50,000
November 30, 2024	\$40,000
December 31, 2024	\$30,000
January 31, 2025	\$20,000
February 28, 2025	\$10,000
If the County Transfer Date occurs on or after:	
March 1, 2025	\$0

COUNTY has the option, in its sole and absolute discretion and election, to issue payment for the

Attachment A

Property Management Transition Activities in the form of a one-time lump sum payment to LESSOR.

Effective on the County Transfer Date: On the County Transfer Date, COUNTY shall pay to LESSOR all unpaid fees for the Property Management Services relating to the period prior to the County Transfer Date as Additional Rent. As of the County Transfer Date, COUNTY shall no longer be financially responsible for, or pay for, any fee for the Property Management Services and the fee and such Property Management Services shall terminate unconditionally and without any further notice, except with respect to any fee for the Property Management Services incurred prior to the County Transfer Date."

I. Clause 21 (UTILITIES) is hereby deleted from the Lease in its entirety and the following clause is substituted as of the County Transition Date:

"21. UTILITES (5.2 N)

Prior to County Transition Date: LESSOR shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises except telephone, which shall be the obligation of COUNTY. Should LESSOR fail to provide utility service to the Premises, COUNTY may provide such service and deduct the cost thereof, including overhead, from any Operational Rent payable.

From the Effective Date of the First Amendment to this Lease LESSOR may submit monthly electricity bills for reimbursement and COUNTY shall have the right to audit any such claims. Any electricity bills reimbursed by COUNTY shall not be included in the operating costs for the purpose of LESSOR's operating cost adjustments pursuant to Clause 8 (ADJUSTMENT FOR COST OF LESSOR SERVICES).

All LESSOR's electricity bill reimbursements pursuant to this clause shall be paid by COUNTY as Additional Rent in accordance with Clause 6 (RENT), above.

Effective on the County Transition Date: LESSOR shall no longer be responsible for payment of charges related to utilities supplied to the Premises. As of the County Transition Date, COUNTY shall be responsible for, and pay for, all charges for utilities supplied to the Premises, including telephone. COUNTY payments for such utility charges shall be paid by COUNTY directly to the related service provider. As part of the Property Management Transition Activities LESSOR shall cooperate in making sure that the utilities are transferred into the name of the COUNTY. In the event that such transfer has not occurred as of the County Transition Date, LESSOR shall present the invoices for utilities bill for periods after the County Transition Date to the COUNTY, who shall pay the utility directly. LESSOR shall provide all Property Management Services and Property Management Transition Services related to utilities as set forth in Clause 20 (PROPERTY MANAGEMENT SERVICES), above."

J. Clause 24 (TAXES AND ASSESSMENTS) is hereby deleted from the Lease in its entirety and the following clause is substituted as of the County Transition Date:

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"24. TAXES AND ASSESSMENTS (5.6 S)

During the Term, up to the County Transition Date, all taxes and assessments which become due and payable upon the Premises shall be paid by COUNTY to LESSOR as a pass-through payment to be made by LESSOR. LESSOR shall cause said taxes and assessments to be paid prior to the due date. Should LESSOR fail to pay taxes and assessments due upon the Premises, COUNTY may pay such amount due and deduct the cost thereof, including overhead, from the Operational Rent thereafter payable. COUNTY will be responsible for the real estate taxes pass-throughs during the term up to the County Transition Date.

As of the County Transition Date and until the County Transfer Date: LESSOR shall be responsible for and pay the real estate taxes owed during the Pre-Transfer Date Period due to the Orange County Treasurer Tax Collector which the Parties agree shall be paid as of the County Transfer Date. COUNTY shall reimburse Lessor for said real estate taxes as Additional Rent upon invoice by LESSOR including proof that payment has been made to the Orange County Treasurer Tax Collector. However, any penalties or fees associated with late payment or failure to pay, shall be incurred at LESSOR's sole cost and expense."

K. Clause 36 (OFFER TO CONVEY) is hereby deleted from the Lease in its entirety and the following clause is substituted as of the County Transition Date:

"36. AMENDED AND RESTATED OFFER TO CONVEY (7.1 N)

LESSOR hereby offers to convey title to the Premises to COUNTY. COUNTY shall have an "Option Period" to accept said Amended and Restated Offer to Convey, which shall commence at the beginning of the twentieth (20th) year of the Lease term and shall extend until twelve (12) months after the expiration of the Lease term set forth herein. During said twelve (12) month period after the expiration of the Lease term, COUNTY shall have the option to continue possession of the Premises on a rent free basis and LESSOR and COUNTY shall be governed by the same conditions and covenants contained in this Lease, except as provided herein.

As of the Effective Date of the Second Amendment to this Lease, the Offer to Convey was accepted by COUNTY by giving written notice of the intent to accept said Offer to Convey within the Option Period and such Offer to Convey has been executed by both Parties. The purchase price shall be One Hundred Dollars (\$100). Within ten (10) days of the Effective Date of the Second Amendment to this Lease, the Parties shall execute the Amended and Restated Offer to Convey, attached hereto as Revised Exhibit G, which shall replace the Offer to Convey in its entirety. Upon the execution of the Amended and Restated Offer to Convey by COUNTY and LESSOR, both Parties shall execute the Purchase and Sale Agreement and Escrow Instructions attached hereto as Revised Exhibit H.

The Parties hereto, along with Lender have agreed that COUNTY's responsibility to make Base Rent payments for the Premises shall continue as set forth in the Second Amendment to this Lease regardless on whether the County Transfer Date is prior to the end of the Lease term set forth herein. The Parties agree that the County Transfer Date shall be no earlier than September 30, 2024, or such other date identified by the COUNTY in its sole discretion as identified in writing

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to the LESSOR and Lender. Payment of said purchase price, payment of any remaining unpaid Additional Rent, fees for Property Management Services, and fees for the Property Management Transition Activities, the opening and closing of escrow, the deposit of the grant deed, and all other customary and usual escrow, title and related matters regarding said purchase and sale shall be performed as provided for in said Purchase and Sale Agreement and Escrow Instructions, which are attached hereto as Revised Exhibit H. The Parties hereto and Lender specifically agree that upon County Transfer Date and transfer of title to the COUNTY this Lease shall continue as an encumbrance on title solely for the purpose of COUNTY continuing to make Base Rent payments to Lender as set forth herein, and for any remaining unpaid Additional Rent, fees for Property Management Services, and fees for the Property Management Transition Activities.

Upon the payment of the final Base Rent payment by COUNTY, Lender shall execute a Quitclaim Deed, in a form as approved by the COUNTY and Lender and as attached hereto and by this reference made a part hereof as New Exhibit M, and provide an executed reconveyance if necessary, to remove this Lease from title and provide the COUNTY full fee simple title to the Property.”

L. Clause 44 (ATTACHMENTS) is hereby deleted from the Lease in its entirety and the following clause is substituted as of the County Transition Date:

“44. ATTACHMENTS (S)

I. GENERAL CONDITIONS

II. EXHIBITS

Exhibit A – Description of Premises
 Exhibit B – Depiction of Premises
 Exhibit C – Plans and Specifications
 Exhibit D – Janitorial Specifications
 Exhibit E – Estoppel Certificate
 Exhibit F – Subordination, Attornment, and Non-Disturbance Agreement
 Revised Exhibit G – Amended and Restated Offer to Convey
 Revised Exhibit H – Purchase and Sale Agreement and Escrow Instructions
 Exhibit I – Rent Adjustment Sample and Form
 Revised Exhibit J – Bond Payment Amortization Table (Base Rent)
 Exhibit K – Inspection Reports and Scope of Repairs
 Exhibit L – Permitted Encumbrances
 New Exhibit M - Quitclaim Deed”

M. Clause 45 is hereby added to the Lease in its entirety as follows as of the County Transition Date:

“45. COUNTERPARTS (S)

This Second Amendment may be executed in one or more electronic or original counterparts, each of which will be deemed an original signature, but all of which together will constitute one and the same instrument.”

Attachment A

N. New Exhibit M, attached hereto and incorporated herein is hereby added to the Lease.

O. The Parties agree, LESSOR shall execute the "Amended and Restated Offer to Convey," which is attached hereto as Revised Exhibit G, concurrently with LESSOR's execution of this Second Amendment. Upon execution of this Second Amendment both Parties agree: (i) the Amended and Restated Offer to Convey shall supersede and replace the Offer to Convey; (ii) Revised Exhibit G shall supersede and replace Exhibit G; and (iii) the Offer to Convey and Exhibit G shall no longer be in effect.

P. Wherever a conflict in the terms or conditions of this Second Amendment and the Lease and/or First Amendment exists, the terms or conditions in this Second Amendment shall prevail. In all other respects, the terms and conditions of the Lease not specifically changed by this Second Amendment, shall remain in full force and effect.

Q. Without the prior written consent of the Lender, there shall be no merger of the estates of Lessor and COUNTY unless and until all amounts due and owing to the Lender shall have been paid in full.

[SIGNATURES ON FOLLOWING PAGE(S)]

Attachment A

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

DocuSigned by:
Michael Haubert
By: 7B6E2C12961F4B3...
Deputy

RECOMMENDED FOR APPROVAL:

SOCIAL SERVICES AGENCY

By: _____
SSA Director of Administrative Services

CENTURION PARTNERS SANTA ANA, LLC.
a Delaware limited liability company

By: [Signature]
Name, Title

By: _____
Name, Title

LENDER: The undersigned, as lender, hereby acknowledges this Amendment.

CTL – 2005 – 6 Trust (Orange County)

By: The Bank of New York Mellon, not in its individual capacity, but solely as trustee

By: [Signature]
Digitally signed by Dimple Gandhi
Date: 2024-08-16 14:41:04-00
Name: Dimple Gandhi
Title: Vice President

COUNTY

COUNTY OF ORANGE

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per ASR and Minute Order Dated _____ of the Board of Supervisors

Date: _____

Attachment A

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____
Deputy

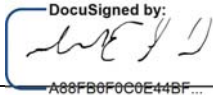
RECOMMENDED FOR APPROVAL:

SOCIAL SERVICES AGENCY

By: _____
SSA Director of Administrative Services

CENTURION PARTNERS SANTA ANA, LLC,
a Delaware limited liability company

By: _____
Name, Title

By:  _____
Name, Title Managing Director

LENDER:

CTL – 2005 – 6 Trust (Orange County)

By: The Bank of New York Mellon, not in its individual capacity, but solely as trustee

By: _____
Name: _____
Title: _____

COUNTY

COUNTY OF ORANGE

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per ASR and Minute Order Dated _____ of the Board of Supervisors

Date: _____

Attachment A

REVISED EXHIBIT G

Amended and Restated Offer to Convey

Parcel No.: 403-131-02:
Project Name: 1928 S. Grand Ave., Santa Ana

WHEN RECORDED MAIL TO:

County of Orange
County Executive Office/Real Estate
400 W. Civic Center Drive, 5th Floor
Santa Ana, CA 92701
ATTN: Chief Real Estate Officer

AMENDED AND RESTATED OFFER TO CONVEY

THIS AMENDED AND RESTATED OFFER TO CONVEY ("Offer") dated [REDACTED] is granted to the COUNTY OF ORANGE, hereinafter referred to as "COUNTY" or its successors in interest, by CENTURION PARTNERS SANTA ANA, a Delaware limited liability company, hereinafter referred to as "LESSOR" or its successors in interest, regarding the property ("Premises") described in Exhibit "A-1" and shown on Exhibit "B-1" which exhibits are attached hereto and made a part hereof. The Premises is more commonly known as 1928 S. Grand Avenue, Santa Ana, County of Orange, in the State of California.

RECITALS

- A. COUNTY leases the Premises from LESSOR under a Lease dated February 16, 2005, as amended ("Lease"). LESSOR has agreed to convey indefeasible fee title to the Premises to the COUNTY at the end of the term of the Lease through a purchase and sale agreement.
- B. All of the provisions of this Offer are hereby incorporated into that certain Lease, referring to the Premises located at 1928 S. Grand Avenue, Santa Ana, County of Orange, State of California, and shown on Exhibit B of the Lease, along with all appurtenant parking rights. Further, all of the rights and responsibilities of the parties in and to this Offer are hereby extended to that same Lease.
- C. The Parties previously executed that certain Offer to Convey, dated February 15, 2005, which is hereby superseded and amended and restated by this Offer. As of the date of execution of this Offer, the prior Offer to Convey is no longer of any force or effect.

NOW, THEREFORE, in consideration for the COUNTY executing the Lease and for other good and valuable consideration, LESSOR and COUNTY agree to the following:

Attachment A

AGREEMENT

1. OFFER

LESSOR hereby agrees to convey indefeasible fee title to Premises at the expiration of the full term of the Lease between the COUNTY and LESSOR dated concurrently with this Offer.

2. NOTICE

The Parties hereto agree that proper notice of the availability of this Offer has been provided to the COUNTY. COUNTY has responded to said notice during the Option Period which commences at the beginning of the twentieth (20th) year of the Lease term and shall extend until twelve (12) months after the expiration of the Lease term as set forth in the Lease.

3. PURCHASE AND SALE AGREEMENT (N)

Upon acceptance of this Offer by COUNTY, both LESSOR and COUNTY will execute the Purchase and Sale Agreement attached to the Second Amendment to Lease as Revised Exhibit H ("Purchase and Sale Agreement").

4. COUNTY OCCUPANCY (N)

In the event COUNTY exercises this Offer, but the Closing of Escrow (as such term is defined in the Purchase and Sale Agreement) has not occurred on the first day following the expiration of the term of the Lease, then in such an event: (i) COUNTY may continue its occupancy of the Premises, (ii) LESSOR and COUNTY shall be governed by the same conditions and covenants contained in the Lease, until such time as indefeasible fee title has been conveyed to COUNTY.

5. ATTACHMENTS (N)

The following exhibits are attached hereto and made a part hereof:

I. EXHIBITS

A-1 - Description - Premises

B-1 - Plot Plan – Premises

6. Upon execution of this Offer by the Parties, the prior Offer to Convey, dated February 16, 2005, is hereby superseded and terminated and this Offer shall control on all respects.

//

//

Attachment A

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

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____
Deputy

CENTURION PARTNERS SANTA ANA, LLC,
a Delaware limited liability company

By: [Signature]
Name, Title

By: _____
Name, Title

LENDER:

CT Lending Group, LLC fbo CTL – 2005 – 6 Trust
Orange and its successors and assigns

By: [Redacted Signature]
Name, Title

By: _____
Name, Title

COUNTY

COUNTY OF ORANGE

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per ASR and Minute Order Dated ____ of the Board of
Supervisors

Date: _____

Attachment A

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

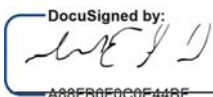
APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____
Deputy

CENTURION PARTNERS SANTA ANA, LLC,
a Delaware limited liability company

By: _____
Name, Title

By:  _____
Name, Title Managing Director

LENDER:

CT Lending Group, LLC fbo CTL – 2005 – 6 Trust
Orange and its successors and assigns

By: _____
Name, Title

By: _____
Name, Title

COUNTY

COUNTY OF ORANGE

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per ASR and Minute Order Dated _____ of the Board of
Supervisors

Date: _____

Attachment A

REVISED EXHIBIT H

Purchase and Sale Agreement and Escrow Instructions

Attachment A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made effective as , 2024, by and between CENTURION PARTNERS SANTA ANA, LLC, a Delaware limited liability company (hereinafter referred to as "**Grantor**"), and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "**County**"), without regard to number and gender. The Grantor and COUNTY may individually be referred to herein as a "**Party**," or collectively as the "**Parties**."

RECITALS

- A. Pursuant to that lease dated February 15, 2005 (the "**Initial Lease**"), the First Amendment to Lease dated January 27, 2015 (the "**First Amendment to Lease**"), and Second Amendment to Lease dated 2024 (the "**Second Amendment to Lease**," and collectively with the Initial Lease and First Amendment to Lease, the "**Lease**") by and between Grantor and County, County leases from Grantor certain real property, which property is commonly known as 1928 South Grand Avenue, Santa Ana, California, (the "**Premises**") as described in Exhibit A and shown on Exhibit B of said Lease.
- B. Section 17 of the Lease includes an offer by Grantor to convey the Premises to County (the "**Offer to Convey**"). County notified Grantor of its intent to accept the Offer to Convey on March 27, 2024.
- C. The Parties have executed an Amended and Restated Offer to Convey on , 2024.

NOW, THEREFORE, Grantor and County desire to effect the sale of the Premises as hereinafter provided:

1. PURCHASE PRICE (N)

The consideration for the purchase of the Premises is one hundred dollars (\$100) (hereinafter referred to as "**Purchase Price**").

The Purchase Price shall be payable as set forth in the following Clause 4 (COUNTY PERFORMANCE) below.

2. ESCROW (N)

County and Grantor agree that an escrow shall be opened with Fidelity National Title Insurance Company, 4400 MacArthur Blvd., Suite 200, Newport Beach, CA 92660 ("**Escrow Holder**") within fifteen (15) days of the full execution of this Agreement and shall close no earlier than September 30, 2024, and no later than February 28, 2025, subject to the provisions of this Agreement. The Chief Real Estate Officer has the right to select the closing date ("**Closing Date**") within the foregoing date range by providing at least ten (10) business days' prior written notice to Grantor. It is further agreed that

Attachment A

County's Chief Real Estate Officer or designee is authorized to open said escrow on behalf of both parties.

"Close of Escrow" shall mean the recordation on the Closing Date in the office of the Orange County Recorder of a Grant Deed which transfers title of the Premises to County.

3. GRANTOR PERFORMANCE (N)

Prior to Close of Escrow Grantor shall do the following:

- A. Execute and deliver to Escrow Holder a properly signed, recordable Grant Deed conveying fee title to the Premises and required easement rights, if any, from Grantor to County, and instruct Escrow Holder to hold the Grant Deed until the terms of this Agreement have been complied with at which time Escrow Holder shall be instructed by Grantor and County to record the Grant Deed.
- B. Cause to be issued by Escrow Holder and delivered to County as of the Close of Escrow, an ALTA extended policy of title insurance, covering the current value of the Premises. Such policy of title shall show legal title vested in County free and clear of all liens, encumbrances, assessments, easements, leases and taxes except those approved in writing by the Chief Real Estate Officer, and County Counsel.
- C. County and Grantor shall share equally in payment of all escrow fees and closing costs except for the cost of title insurance fees which shall be paid by Grantor.

4. COUNTY PERFORMANCE (N)

Prior to Close of Escrow, County shall deliver to Escrow Holder the Purchase Price (\$100) and an executed Certificate of Acceptance for the Grant Deed or such other document(s) as may be required to affect the transfer of legal and/or equitable title in the Premises to County.

5. AUTHORIZED SIGNATURE

County's Chief Real Estate Officer, or designee, is authorized to sign or amend escrow instructions, a short form Memorandum of Agreement, escrow extensions and/or all other written documents as may be required by Escrow Holder.

6. "AS IS" PURCHASE; RELEASE OF GRANTOR.

A. The Parties acknowledge that as of the date this Agreement is signed, County is the sole tenant of the Premises and has been the sole occupant of the Premises during the entire term of the Lease. Accordingly, County is fully familiar with the condition of the Premises. County agrees that there are no representations or warranties of any kind whatsoever, express or implied, made by Grantor or its representatives in connection with or relating to this Agreement, the purchase of the Premises by County, the suitability of the Premises for County's intended use, the physical condition of the Premises, the potential financial performance of the Premises, zoning regulations, other governmental requirements, the ability of County to obtain permits or entitlements for any proposed use

Attachment A

or development of the Premises, the existence or nonexistence of hazardous materials on the Premises, the condition of title to the Premises, geologic or soils conditions, location of property lines, size/square footage of the Premises and improvements, water/utility use restrictions, or whether the Premises complies with applicable laws or otherwise is appropriate for County's intended use. County is currently conducting due diligence on the Premises and will be completed by the Closing Date. County shall purchase the Premises in its "as is" condition as of the Closing Date.

B. If this transaction closes and County acquires title to the Premises, County, on behalf of itself, its successors, assigns and successors-in-interest, shall protect, defend, indemnify, hold harmless and hereby releases Grantor and its officers, members, managers, partners, directors, employees, contractors, agents, subsidiaries, affiliates and its and their respective successors and assigns (the "Indemnitees") from and against any and all claims, actions, causes of action, obligations, costs, expenses, or any liability whatsoever, whether direct or indirect, known or unknown, arising out of, related in any way to, or resulting from or in connection with, in whole or in part, maintaining and repairing the Premises, ensuring that the Premises comply with laws, correction of building defects (latent or otherwise), capital and tenant improvements to the Premises, any other obligations described in the Lease (including, without limitation, for major repairs and/or replacements to the building that constitute capital improvements or replacements, as described in Clauses 11, 12, 13, 14, 15, and 16 of the Lease), other than Lessor's Continuing Obligations as described in the Second Amendment to Lease, or any other matter or condition described in Sections 6.A, 6.B or 6.C above. In connection with the foregoing release, County hereby waives any and all rights against the other under California Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

7. MISCELLANEOUS ITEMS ACQUIRED AS REALTY

It is understood and agreed by and between the Parties hereto that the Purchase Price includes, but is not limited to, payment for all improvements to the interior and exterior of the building(s), including carpeting and window treatments, and all personal property items, including chairs, desks, partitions, tables and all other office furniture and equipment which were provided by Grantor as County-required tenant improvements pursuant to the Lease.

8. PRORATIONS

The Parties hereto agree that any property taxes due pursuant to the Lease shall be prorated as of Close of Escrow.

Attachment A

9. MISCELLANEOUS

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- B. This Agreement constitutes the entire agreement between the Parties relating to the subject hereof and supersedes all prior understandings between the parties relating to the subject hereof, whether written or oral. No waiver of any rights or remedies by any Party to this Agreement will constitute a waiver of any future or other right or remedy by that party.
- C. If any provision of this Agreement is held to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect without being affected, impaired or invalidated thereby.
- D. Nothing contained in this Agreement will cause or entitle any Party to be the agent or legal representative of any other Party for any purpose whatsoever, nor will this Agreement be deemed to create any form of business organization among the parties hereto.
- E. Time is of the essence in this Agreement.
- F. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original but all of which will together constitute one and the same instrument. Delivery by email of pdf or electronic signatures will be deemed delivery of originals and will bind the Party whose pdf or electronic signature was delivered.
- G. In the event of any litigation or any other exercise of remedies involving the Parties to this Agreement to enforce any provision of this Agreement, to enforce any remedy available upon default under this Agreement, or seeking a declaration of the rights of either Party under this Agreement, each Party shall be responsible for its own attorneys' fees and costs.

[Signatures appear on the following page]

////

Attachment A

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

APPROVED AS TO FORM:

LEON J. PAGE
County Counsel

By: _____
Deputy County Counsel

Date _____

GRANTOR

CENTURION PARTNERS SANTA
ANA, LLC

By: _____

Date 8/1/24

By: _____

Date _____

COUNTY

COUNTY OF ORANGE

By: _____
Chief Real Estate Officer

Date _____

Attachment A

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

APPROVED AS TO FORM:

LEON J. PAGE
County Counsel

GRANTOR

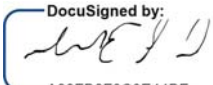
CENTURION PARTNERS SANTA
ANA, LLC

By: _____
Deputy County Counsel

Date _____

By: _____

Date _____

By:  _____
Managing Director

Date 8/8/2024 _____

COUNTY

COUNTY OF ORANGE

By: _____
Chief Real Estate Officer

Date _____

Attachment A

EXHIBIT A

PROJECT NUMBER: GA 1213—169

DATE: December 23, 2004

PROJECT NAME: 1928 S. Grand Avenue, Santa Ana

WRITTEN BY: KK

CHECKED BY: KKing

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF SANTA ANA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 3, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 6, PAGE 35 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

EXCEPT ALL WATER AND WATER RIGHTS IN OR UNDER SAID LAND, AS RESERVED IN A DEED RECORDED MARCH 23, 1912 IN BOOK 210 PAGE 176 OF DEEDS OF ORANGE COUNTY, CALIFORNIA.

NOT TO BE RECORDED

KK: 2/7/05
Lease Conveyance

Page 1 of 1

1928 S. Grand Ave., Santa Ana



Attachment A

REVISED EXHIBIT J

Bond Payment Amortization Table (Base Rent)

Schedule J (amended)									
Rent for:	Billing Date (in arrears)	Rent Due Date	Loan Pmt Date	Base Rent	Principal	Interest	Pmt	Balance	
Mar-24	4/1/2024	04/20/24	05/05/24	\$458,356.00	\$432,527.94	\$25,828.06	\$458,356.00	\$5,334,539.00	
Apr-24	5/1/2024	05/20/24	06/05/24	\$458,356.00	\$434,622.10	\$23,733.90	\$458,356.00	\$4,902,011.06	
May-24	6/1/2024	06/20/24	07/05/24	\$458,356.00	\$436,726.39	\$21,629.61	\$458,356.00	\$4,467,388.96	
Jun-24	7/1/2024	07/20/24	08/05/24	\$458,356.00	\$438,840.88	\$19,515.12	\$458,356.00	\$4,030,662.57	
Jul-24	8/1/2024	08/20/24	09/05/24	\$458,356.00	\$440,965.60	\$17,390.40	\$458,356.00	\$3,591,821.69	
Aug-24	9/1/2024	09/20/24	10/05/24	\$458,356.00	\$443,100.61	\$15,255.39	\$458,356.00	\$3,150,856.09	
Sep-24	10/1/2024	10/20/24	11/05/24	\$458,356.00	\$445,245.95	\$13,110.05	\$458,356.00	\$2,707,755.48	
Oct-24	11/1/2024	11/20/24	12/05/24	\$458,356.00	\$447,401.68	\$10,954.32	\$458,356.00	\$2,262,509.53	
Nov-24	12/1/2024	12/20/24	01/05/25	\$458,356.00	\$449,567.85	\$8,788.15	\$458,356.00	\$1,815,107.85	
Dec-24	1/1/2025	01/20/25	02/05/25	\$458,356.00	\$451,744.51	\$6,611.49	\$458,356.00	\$1,365,540.00	
Jan-25	2/1/2025	02/20/25	03/05/25	\$458,356.00	\$453,931.71	\$4,424.29	\$458,356.00	\$913,795.49	
Feb-25	3/1/2025	03/20/25	04/05/25	\$458,356.00	\$459,863.78	\$2,226.51	\$458,356.00	\$459,863.78	
								\$0.00	

TT: 7/31/202
Second Amendment

1213-169
SARC 1928 S. Grand Avenue, Santa Ana

Attachment A

NEW EXHIBIT M

Quitclaim Deed

Recording requested by and
when recorded, return to:

County of Orange/ CEO Real Estate
400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92702
ATTN: Chief Real Estate Officer

Recording Fee Exempt
Per Govt. Code 27383

Project No: GA 1213-169

A.P. No.: 403-131-2
Location: 1928 S. Grand Avenue,
Santa Ana, CA 92705

QUITCLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged,

CT LENDING GROUP, LLC FBO CTL – 2005 – 6 TRUST ORANGE
(hereinafter referred to as "GRANTOR"),

does hereby remise, release and forever Quitclaim to the

COUNTY OF ORANGE,
(hereinafter referred to as "COUNTY"),

all right, title and interest in and to the real property in the City of Santa Ana, County of Orange,
State of California, described as:

See EXHIBIT A,
attached and by reference made a part.

Attachment A

CT LENDING GROUP, LLC FBO CTL – 2005 – 6 TRUST ORANGE

Dated: _____

By: _____

(Print Name)

(Title)

Dated: _____

By: _____

(Print Name)

(Title)

State of California)
County of _____)

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Attachment A

State of California)
County of _____)

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Attachment A

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the County of Orange, a body corporate and politic, is hereby accepted by order of the Board of Supervisors of the County of Orange, and the County of Orange consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Thomas A. Miller, Chief Real Estate Officer

APPROVED AS TO FORM
County Counsel

By: _____
Deputy

Date: _____



County Executive Office
Memorandum

522D

August 21, 2024

To: Clerk of the Board of Supervisors
From: Michelle Aguirre, Acting County Executive Officer
Subject: Exception to Rule 21

2024 AUG 22 PM 2:06
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS
Digitally signed by Michelle Aguirre
DN: cn=Michelle Aguirre,
o=County of Orange, ou=CEO,
email=Michelle.Aguirre@ocgov.
com, c=US
Date: 2024.08.22 07:41:56
+0700

RECEIVED

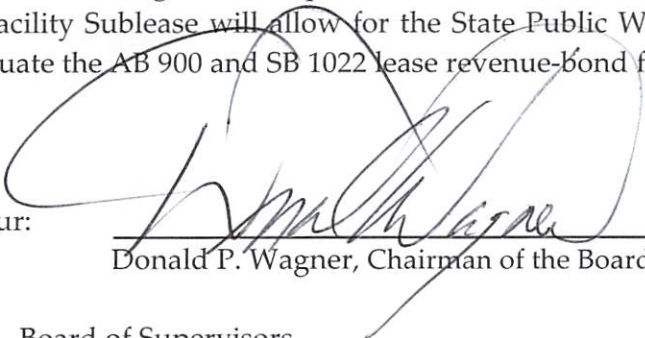
The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 27, 2024, Board Hearing.

Agency: Sheriff-Coroner
Subject: Adopt Resolution for Facility Sublease (AB 900 and SB 1022)
Districts: Districts 3, 5

Reason Item is Supplemental: The County Executive Office is requesting this item be placed on the August 27, 2024, Board agenda in order to meet the State's deadlines for bond financing. This Agenda Staff Report is being filed as a supplemental due to the state delaying the final draft of the Resolution and Facility Sublease. The Agenda Staff Report and attachment were finalized after the filing deadline to the Clerk of the Board.

Justification: The Sheriff-Coroner Department is requesting this item be placed on the August 27, 2024, Board agenda. Adoption of the Resolution authorizing the execution and delivery of the Facility Sublease will allow for the State Public Works Board of the State of California to effectuate the AB 900 and SB 1022 lease revenue-bond financing.

Concur:

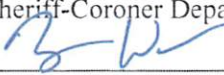

Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

Agenda Item S22D
Clerk's Use Only

MEETING DATE: 8/27/24
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 3, 5
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner Department
DEPARTMENT HEAD REVIEW: 
DEPARTMENT CONTACT PERSON(S): Brian Wayt (714) 647-1803
David O'Connell (714) 935-6844

RECEIVED
2024 AUG 22 PM 2:06
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

SUBJECT: Adopt Resolution for Facility Sublease (AB 900 and SB 1022)

CEO CONCUR

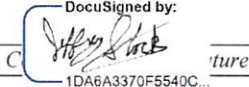


CEO Signature

Digitally signed by Michelle Aguirre
DN: cn=Michelle Aguirre, o=County of Orange, ou=CEO, email=richelle.aguirre@ocgov.com, c=US
Date: 2024.08.22 07:41:34 -0700

COUNTY COUNSEL REVIEW Approved Agreement and Resolution

Action
DocuSigned by:


1DA6A3370F5540C...

CLERK OF THE BOARD Discussion

3 Votes Board Majority

Budgeted: Yes

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: No

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section

County Audit in last 3 years: No

Levine Act Review Completed: N/A

Prior Board Action: 1/10/2023 #11, 6/2/2020 #S66E, 5/5/2020 #23, 3/12/2019 #15

RECOMMENDED ACTION(S)

Adopt Resolution to:

1. Authorize the Chair of the Board of Supervisors, the County Executive Officer, the Chief Financial Officer, the Sheriff-Coroner and the Sheriff Coroner's Executive Director, or any acting or interim of such positions or their designees, to execute and deliver the Facility Sublease, and authorize the Clerk of the Board of Supervisors to attest, in substantially the form hereby approved, with such additions thereto and changes therein as are required by the Department of Corrections and Rehabilitation (CDCR) or the State Public Works Board as condition to the issuance of the Bonds and authorize the Authorized Officers to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Facility Sublease.
2. Authorize the Authorized Officers and the other officers of the County, acting alone, to do any and all things and to execute and deliver any and all documents, certificates (including tax certificates) and agreements (including any additional amendments to the Ground Lease and Easement Agreement) which they may deem necessary and advisable in order to consummate the execution

and delivery of the Facility Sublease and the issuance of the Bonds and otherwise effectuate the purposes of this Resolution.

SUMMARY:

Adoption of the Resolution authorizing the execution and delivery of the Facility Sublease will allow for the State Public Works Board of the State of California to effectuate the AB 900 and SB 1022 lease revenue-bond financing.

BACKGROUND INFORMATION:

On May 3, 2007, the Public Safety and Offender Rehabilitation Services Act of 2007 became law (Assembly Bill [AB] 900, Chapter 7, Statutes of 2007) and provided up to \$1.2 billion total, in two phases, for financing the construction of local jail facilities. Although the County of Orange (County) could not accept funding from the first phase of allocations due to certain project requirements, those requirements were changed for the second phase of funding, which permitted the County to participate in seeking funding for the expansion of the James A. Musick Facility (JAMF).

When funding for AB 900 Phase II became available in October 2011, the County submitted an Interest Statement to the Corrections Standards Authority (CSA), now the Board of State and Community Corrections (BSCC), indicating interest in receiving \$100 million in jail construction funding through AB 900 Phase II. On October 26, 2011, the CSA invited the County to submit its Request for Application (RFA) for funding. The RFA was intended to solicit applications to establish an ordered list of projects and to allocate financing for the addition of beds in county jail facilities. On December 6, 2011, the Board of Supervisors (Board) authorized the Sheriff-Coroner Department (Sheriff) to execute the RFA and submit it for funding. Sheriff submitted the RFA and received a conditional award in the amount of \$100 million on March 8, 2012. On March 8, 2013, the State of California, State Public Works Board (SPWB) approved project establishment, the action to allocate funding for design and construction. The establishment of the project by the SPWB allows the County to commit funding to design, construction and related services that will be reimbursed from the AB 900 \$100 million award.

Approved Date	Amendment Number or Contract	Contract Term	Contract Amount	Comments
3/12/2019	N/A	N/A	N/A	Approve plans specifications and bid document for the James A. Musick facility.
5/5/2020	Multiple Contracts	N/A	288,017,460	Approve Construction contract with Bernards Bros., Inc.; Approve Project management contract with Vanir Construction Management, Inc.; Approve Service Agreement with Irvine Ranch Water District for sewer and water connections.

6/2/2020	Resolution	N/A	N/A	Adopt Resolutions confirming funding sources for Assembly Bill 900 and Senate Bill 1022.
1/10/2023	1	N/A	\$13,055,900	Increase contract with Bernards Bros., Inc. for construction contingency; Adopt Resolutions for Assembly Bill 900 and Senate Bill 1022 for James A Music Facility Phase 2 for construction financing.

SB1022 Funding

On June 27, 2012, Senate Bill (SB) 1022 (Chapter 42, Statutes of 2012) became law. SB 1022 authorizes state lease-revenue bond financing for the acquisition, design and construction of program and treatment space for adult local criminal justice facilities. The SB 1022 program focuses on adding programming and treatment services and less emphasis is placed on additional bed space. However, it is necessary to add bed space to keep the group fully immersed in the programming environment, which enhances the outcome objectives. On July 23, 2013, the BSCC issued a Request for Proposals (RFP) to establish conditional awardees and allocate financing as authorized by SB 1022 for the construction of program and treatment space for adult local criminal justice facilities.

On March 18, 2014, the County received a conditional award for \$80 million for the construction of treatment, rehabilitation, housing and ancillary spaces at the JAMF, and on January 9, 2015, the SPWB approved project establishment, which was the action to allocate funding for design and construction. The establishment of the project by the SPWB allows the County to commit funding to design, construction and related services that will be reimbursed from the SB 1022 \$80 million award.

On March 20, 2014, the Board of Supervisors authorized the form Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation for the AB 900 Phase II 512 bed expansion at the JAMF.

The AB 900 and the SB 1022 projects are funded separately and were originally scheduled to be bid and constructed as individual projects. Due to schedule compaction between the two project phases, the two project phases were bid as a single project (Project) for the benefit of cost reduction and project management efficiencies. This approach was approved by the California Department of Corrections and Rehabilitation (CDCR), although costs are tracked and reported by project phase based on the two separate funding sources.

Bond Financing

With the imminent approvals of the construction of the Project from the various authorities having jurisdiction including the State Fire Marshall, the SPWB intends to provide long-term financing for the Project through the issuance and sale of lease revenue bonds. Payment of the principal of and interest on the Bonds will be made through rental payments by CDCR from annual appropriations to the CDCR included in the State budget. Upon the issuance of the bonds, the County and CDCR intend to enter into a Facility Sublease which requires the County, as sublessee, to be responsible for all costs of operating and maintaining the Project and its grounds until payment in full of the bonds and all other indebtedness incurred by the SPWB for the Project. After the bonds and all other indebtedness incurred by the SPWB for the Project are paid, the Facility Sublease will terminate and title to the Project will vest in the County.

To effectuate the bond financing for the Project, the Sheriff is requesting that the Board adopt the resolution identified in the Recommended Actions authorizing the execution and delivery of the Facility Sublease for the Project and authorizing other actions and the execution of other documents in connection therewith.

Compliance with CEQA: The recommended actions are necessarily included implementing activities for the Project considered in Final Environmental Impact Report (EIR) No. 564, certified by the Board on November 5, 1996, and recertified as amended on October 20, 1998; and the Supplement to EIR No. 564, certified by the Board on December 11, 2012, all of which analyzed the staffing and operational needs for a 7,584 bed expansion at the JAMF.

In 1996, the Board certified Final EIR No. 564 pursuant to Resolution No. 96-810 and recertified EIR No. 564 in 1998 pursuant to Resolution No. 98-400. In 2001, the California Court of Appeal for the Fourth Appellate District upheld the County's EIR against legal challenge brought pursuant to the California Environmental Quality Act (CEQA).

FINANCIAL IMPACT:

Appropriations for this Project are included in Fund 14Q, including for Fiscal Year 2024-2025 and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Draft Resolution

Attachment B - Facility Sublease

Attachment C - AB 900, Chapter 7, Statutes of 2007

Attachment D - SB 1022, Chapter 42, Statutes of 2012



County Executive Office

Memorandum

August 21, 2024

To: Clerk of the Board of Supervisors
From: Michelle Aguirre, Acting County Executive Officer
Subject: Exception to Rule 21

RECEIVED
2024 AUG 22 PM 2:08
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Digitally signed by Michelle Aguirre
DN: cn=Michelle Aguirre, o=County of Orange, ou=CEO, email=Michelle.Aguirre@ocgov.com, c=US
Date: 2024.08.21 14:48:57 -0700

MAguirre

522E

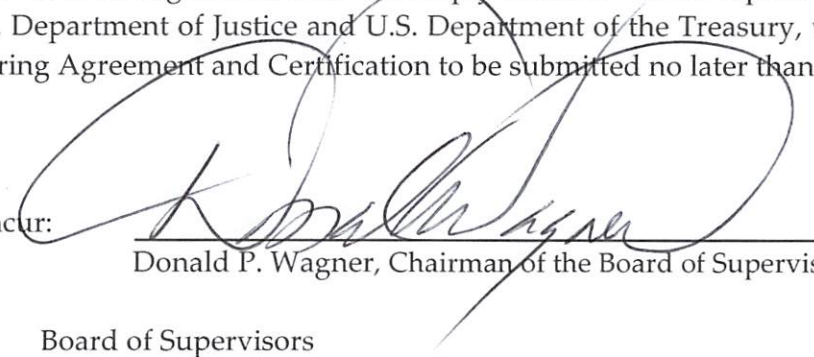
The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 27, 2024, Board Hearing.

Agency: Sheriff-Coroner
Subject: FY 2023-24 Federal Equitable Sharing Agreement and Certification
Districts: All Districts

Reason Item is Supplemental: The FY 2023-24 Federal Equitable Sharing Agreement and Certification was unavailable to go as a regular item on the August 27, 2024, Board meeting. The Agenda Staff Report and attachment were finalized after the filing deadline to the Clerk of the Board.

Justification: The Sheriff-Coroner Department is requesting this item be placed on the August 27, 2024, Board agenda in order to comply with the Federal Equitable Sharing Program from the U.S. Department of Justice and U.S. Department of the Treasury, which requires the Equitable Sharing Agreement and Certification to be submitted no later than September 1, 2024.

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: 8/27/24
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner Department
DEPARTMENT HEAD REVIEW: 
DEPARTMENT CONTACT PERSON(S): Brian Wayt (714) 647-1803
Andrew Stephens (714) 647-1833

RECEIVED
2024 AUG 22 PM 2:08
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

SUBJECT: FY 2023-24 Federal Equitable Sharing Agreement and Certification

CEO CONCUR



CEO Signature

Digitally signed by Michelle Aguirre
DN: cn=Michelle Aguirre, o=County
of Orange, ou=CEO,
email=Michelle.Aguirre@ocgov.co
m, c=US
Date: 2024.08.21 14:49:17 -0700

COUNTY COUNSEL REVIEW
Approved as to form

DocuSigned by: 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: 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 No

Levine Act Review Completed: N/A

Prior Board Action: 8/22/2023 #S33G, 8/23/2022 #S37K, 8/24/2021 #S33G, 8/25/2020 #S34C

RECOMMENDED ACTION(S)

Approve and authorize the execution of the Federal Equitable Sharing Agreement and Certification for FY 2023-24, pertaining to federally forfeited property or proceeds of such property received for the Sheriff-Coroner Department.

SUMMARY:

Approval of the Federal Equitable Sharing Agreement and Certification for the Sheriff-Coroner Department will allow the Sheriff-Coroner Department to comply with the guidelines of the Federal Equitable Sharing Program.

BACKGROUND INFORMATION:

The Sheriff-Coroner Department (Sheriff) participates in the Federal Equitable Sharing Program. The Federal Equitable Sharing Program is a U.S. Department of Justice and U.S. Department of the Treasury program designed to enhance cooperation among federal, state and local law enforcement agencies through the sharing of proceeds resulting from federal narcotics forfeitures. The Federal Equitable Sharing

Agreement and Certification (ESAC) is required for participation in the Federal Equitable Sharing Program. The document pertains to narcotics forfeiture assets that are received by and are attributable to the law enforcement efforts of the Sheriff.

The ESAC binds Sheriff and the Board of Supervisors (Board) to the statutes and guidelines that regulate shared assets for participating in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited property or proceeds from such property that is equitably shared. The ESAC indicates that Sheriff and the Board certify that the accounting of funds received and spent by Sheriff during the preceding fiscal year is accurate and in compliance with the guidelines and statutes that govern the equitable sharing program. If the recipient agency fails to comply with the provisions of the ESAC, the recipient agency could be barred from further participation in the sharing program; could be subject to civil actions to enforce the agreements; or, where warranted, could be subject to federal criminal prosecution for false statements or fraud involving theft of federal program funds.

Macias, Gini & O'Connell LLP conducted the annual Single Audit (Audit) for the year ended June 30, 2018. The Audit disclosed that six equipment purchases did not reconcile with the location indicated on Sheriff's property records, one equipment purchase did not have the correct serial number on Sheriff's property records and six assets were not tagged with an asset identification number for tracking purposes. It was recommended that Sheriff make the appropriate corrections. Sheriff complied with the request.

Additionally, the U.S. Department of the Treasury conducted an audit of Regional Narcotics Suppression Program (RNSP) in 2019 for fiscal years ending in 2015, 2016 and 2017. The U.S. Department of the Treasury had an audit finding: In FY 2014-15, RNSP overstated U.S. Department of the Treasury equitable sharing receipts by \$5,477.09. To correct this error, RNSP was directed to amend its ESAC and report \$5,477.09 on Line M, Non-categorized expenditures. RNSP complied with the directive.

The Board approved the closeout ESAC report for Fund 118 and Fund 125 at its June 22, 2021, meeting. Based on the July 2018 Equitable Sharing Program guidelines, agencies participating in task forces may designate one task force member agency to serve as the fiduciary agency for the task force. The fiduciary agency may submit one Equitable Sharing Request form and one ESAC on behalf of the task force. In order for Sheriff to comply with the guidelines, the RNSP Fund 118, RNSP - U.S. Department of Justice and Fund 125, RNSP - U.S. Department of Treasury were closed in FY 2020-21 and the residual account balances were transferred to Sheriff Fund 132, Sheriff Narcotics Program - U.S. Department of Justice and Fund 139, Sheriff Narcotics Program - U.S. Department of the Treasury.

U.S. Department of Justice (DOJ) Office of the Inspector General conducted an audit of Sheriff's DOJ equitable sharing funds for FY 2018-19 and FY 2019-20. The audit concluded July 27, 2022. During the Audit, DOJ found a discrepancy in the ESAC reported for FY 2018-19 ending balance and subsequent FY 2019-20 beginning balance. The discrepancy had previously been corrected in the Sheriff FY 2020-21 ESAC filing. Therefore, no additional actions were required.

In addition, the Board approved past ESACs on August 22, 2023, August 23, 2022, August 24, 2021, and August 25, 2020. The reports that are required to be submitted are based on data collected throughout the fiscal year end. Sheriff requests that the Board approve the ESAC for Sheriff-Coroner Department for FY 2023-24 as referenced in the Recommended Action. The ESAC is submitted electronically; the Sheriff has reviewed and approved the FY 2023-24 ESAC.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – FY 2023-24 Agreement and Certification for the Sheriff-Coroner Department



County Executive Office

Memorandum

RECEIVED

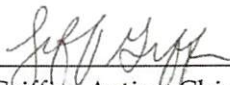
2024 AUG 14 AM 9:03

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

August 13, 2024

To: Clerk of the Board of Supervisors

From:


Jeff Griffin, Acting Chief Human Resources Officer

Concur:


Michelle Aguirre, Acting County Executive Officer

Subject: Request for a Supplemental Closed Session for August 27, 2024

SCS1

For the August 27, 2024, meeting of the Board of Supervisors, the Human Resource Services Department requests a supplemental closed session regarding the appointment of a public employee be added to the Agenda:

Accordingly, please prepare the Agenda item to read:

"PUBLIC EMPLOYEE APPOINTMENT" – Pursuant to Government Code Section 54957(b).

Title: County Executive Officer

Recommended Action: Conduct Closed Session.

Thank you.

cc: Members, Board of Supervisors
Michelle Aguirre, Acting County Executive Officer
Leon J. Page, County Counsel



County Executive Office
Memorandum

RECEIVED

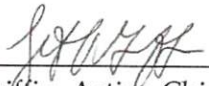
2024 AUG 14 AM 9:03

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

August 13, 2024

To: Clerk of the Board of Supervisors

From:


Jeff Griffin, Acting Chief Human Resources Officer

Digitally signed by Michelle Aguirre
DN: cn=Michelle Aguirre,
o=County of Orange, ou=CSO,
email=Michelle.Aguirre@ocgov.ca
m, c=US
Date: 2024.08.14 07:41:11 -07'00'

Concur:


Michelle Aguirre, Acting County Executive Officer

Subject: Request for a Supplemental Closed Session for August 27, 2024

SCS2

For the August 27, 2024, meeting of the Board of Supervisors, the Human Resource Services Department requests a supplemental closed session regarding the appointment of a public employee be added to the Agenda:

Accordingly, please prepare the Agenda item to read:

"CONFERENCE WITH LABOR NEGOTIATOR" – Pursuant to Government Code Section 54957.6.

Agency Negotiator: Jeff Griffin, Acting Chief Human Resources Officer

Unrepresented Employee: County Executive Officer

Recommended Action: Conduct Closed Session.

Thank you.

cc: Members, Board of Supervisors
Michelle Aguirre, Acting County Executive Officer
Leon J. Page, County Counsel



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2024 AUG 21 AM 10:08
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

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

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 3
August 27, 2024

MEMORANDUM

August 21, 2024

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, August 27, 2024, 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: *Marcus Rodriguez III et al. v. County of Orange, et al.*
United States District Court Case No. 3:23-cv-00823-W-DDL.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, Acting County Executive Officer



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CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

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

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 4
August 27, 2024

MEMORANDUM

August 21, 2024

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, August 27, 2024, 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: *Peter Cunningham v. County of Orange, et al.*
San Bernardino Superior Court Case No. CIVSB2126796.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, Acting County Executive Officer



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CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

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

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 5
August 27, 2024

MEMORANDUM

August 21, 2024

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, August 27, 2024, 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: *Syed Raza Hussain v. County of Orange*,
United States District Court Case No. 8:22-cv-02100.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, Acting County Executive Officer



LEON J. PAGE
COUNTY COUNSEL

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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- 1e
August 27, 2024

MEMORANDUM

August 21, 2024

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, August 27, 2024, 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: *Stewart Rawlings v. County of Orange*,
WCAB Cases: ADJ15172159; ADJ12664596; ADJ564936.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, Acting County Executive Officer



LEON J. PAGE
COUNTY COUNSEL

RECEIVED

2024 AUG 21 AM 10:08

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

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-7
August 27, 2024

MEMORANDUM

August 21, 2024

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, August 27, 2024, 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 Catholic Worker, et al. v. County
of Orange, et al.*, United States District Court Case No. 8:18-cv-
00155-DOC-(JDEx). *David Ramirez, et al. v. County of Orange*,
United States District Court Case No. 8:18-cv-0220-DOC-(KESx).

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, Acting County Executive Officer