

# 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.*

October 28, 2025

### DISCUSSION

11. Deleted
20. Revised Title to read:  
**County Counsel - Acting as the Board of Supervisors and Orange County Flood Control District -** Consider first reading of "An Ordinance of the County of Orange, California, Adding Division 21 to Title 3, Sections 3-21-1 through 3-21-5 and Division 3 to Title 9, Sections 9-3-10 through 9-3-50 Regarding Illegal Encampments and Camping on Public and Orange County Flood Control District Property and Amending Division 5 of Title 2, Section 2-5-17, of the Codified Ordinances of the County of Orange", and set second reading and adoption for 11/4/25, 9:30 a.m. - All Districts
21. Deleted
22. Revised Title to read:  
**County Executive Office - Acting as the Board of Supervisors and Orange County Flood Control District -** Approve Request for Proposals (RFP) for digital billboard development; authorize Chief Real Estate Officer or designee to issue RFP with minor modifications under certain conditions and return to Board for approval of option agreement(s) and master ground lease agreement(s) with Primary Proposer(s) - All Districts *(4/5 vote of the members present)*
23. Revised Title to read:  
**County Executive Office -** Approve grant *and retroactive* applications/awards submitted by *Health Care Agency and OC Waste & Recycling* in 10/28/25 grant report and other actions as recommended - All Districts

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

Item: 20, 22 and 23

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

- S26A. **Supervisor Wagner** - Approve allocation of \$30,000 from Third District discretionary funds to Children's Education Foundation of Orange County; make related findings under Government Code Section 26227; authorize County Executive Officer or designee to negotiate and enter into agreement as necessary; and authorize Auditor-Controller or designee to make related payments
- S26B. **Supervisor Wagner** - Approve sponsorship of various nonprofit entities from Third District events funds; approve addition or revision of events to FY 2025-26 County Events Calendar; make related findings under Government Code Section 26227; and authorize Auditor-Controller to make related payments

**REVISIONS AND SUPPLEMENTALS TO OCTOBER 28, 2025 AGENDA - PAGE 1 OF 2**

# ORANGE COUNTY BOARD OF SUPERVISORS


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

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.*

- S26C. **Chair Chaffee** - Approve sponsorship of The Women's Club of Fullerton nonprofit entity from Fourth District events funds; approve addition or revision of events to FY 2025-26 County Events Calendar; make related findings under Government Code Section 26227; and authorize Auditor-Controller to make related payments
- S26D. **Supervisor Nguyen** - Approve allocation of \$25,000 from First District discretionary funds to Garden Grove Police Department; make related findings under Government Code Section 26227; authorize County Executive Officer or designee to negotiate and enter into agreement as necessary; and authorize Auditor-Controller or designee to make related payments
- S26E. **County Executive Office** - Approve amendment 2 to lease agreement with Drawbridge Saint Andrew, LLC for Health Care Agency use of approximately 99,589 square feet of office and warehouse space located at 1700 East Saint Andrew Place, Santa Ana, term ending 12/31/42; and authorize Chief Real Estate Officer or designee to execute subsequent documents and amendments under certain conditions- District 2
- S26F. **Supervisor Sarmiento** - Approve sponsorship of various nonprofit entities from Second District events funds; approve addition or revision of events to FY 2025-26 County Events Calendar; make related findings under Government Code Section 26227; and authorize Auditor-Controller to make related payments
- S26G. **Chair Chaffee** - Approve sponsorship of the United Across Borders Foundation nonprofit entity from Fourth District events funds; approve addition or revision of events to FY 2025-26 County Events Calendar; make related findings under Government Code Section 26227; and authorize Auditor-Controller to make related payments
- SCS2. **County Executive Office** - Public Employee Performance Evaluation - Pursuant to Government Code Section 54957(b):  
Title: Director of Office of Independent Review
- SCS3. **County Executive Office** - CONFERENCE WITH REAL PROPERTY NEGOTIATOR - Pursuant to Government Code Section 54956.8:  
Property Location: Northwest Full-Service Fixed Base Operator Leasehold at John Wayne Airport, 361 Paularino Avenue, Costa Mesa, CA 92626  
County Negotiator: Charlene Reynolds, Director, John Wayne Airport  
Negotiating Party: Clay Lacy Aviation.  
Under Negotiation: Terms and Value of Lease and Lease Amendment
- SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):  
Name of Case: Christopher Emerson v. County of Orange, WCAB Case: ADJ11574997; ADJ UNASSIGNED



# Continuation or Deletion Request

**Date:** October 23, 2025  
**To:** Clerk of the Board of Supervisors  
**From:** Sheriff-Coroner, Executive Director Brian Wayt   
**Re:** ASR Control #: 25-000635, Meeting Date 10/28/25 Agenda Item No. # 11  
**Subject:** Amendment to Emergency Services Ordinance

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

Comments:

☒ Request deletion of Agenda Item No. # 11

Comments: Need to make corrections to the Draft Ordinance, Financial Impact Section, and Attachments.



# Revision to ASR and/or Attachments

**Date:** 10/15/2025  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office *Maguire*  
**From:** **Nicole M. Walsh, Senior Assistant County Counsel** *Nicole M. Walsh*  
**Re:** ASR Control #: 25-000775, Meeting Date 10/28/2025, Item No. # 20  
**Subject:** Approve Illegal Encampments and Camping Ordinance

Digitally signed by  
Michelle Aguirre  
Date: 2025.10.16  
08:03:32 -07'00'

2025 OCT 16 PM 2:19  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

RECEIVED

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## Explanation:

ASR 25-000775 requires an update to the legal entity taking action section. The current ASR only names the Board of Supervisors as the legal entity taking action. However, the Board of Supervisors and Orange County Flood Control District should be named as the legal entities who are taking action on this item.

☐ Revised Recommended Action(s)

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

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





# Continuation or Deletion Request

RECEIVED

2025 OCT 23 AM 10:54

CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

**Date:** 10/22/2025  
**To:** Clerk of the Board of Supervisors  
**From:** Michelle Aguirre, County Executive Officer  
**Re:** ASR Control #: 24-00110, Meeting Date 10/28/25 Agenda Item No. # 21  
**Subject:** Legislative Issues

Digitally signed by  
Michelle Aguirre  
Date: 2025.10.22  
13:09:04 -07'00'

*MAguirre*

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

Comments:

☒ Request deletion of Agenda Item No. # 21

Comments:



# Revision to ASR and/or Attachments

RECEIVED

2025 OCT 23 AM 8:35

CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

Date: 10/22/2025

To: Clerk of the Board of Supervisors

CC: County Executive Office

*Maquie*

Digitally signed by  
Michelle Aguirre  
Date: 2025.10.22  
16:26:33 -07'00'

Signed by:

*Thomas A. Miller*

94C2DD737FE6461...

From: Thomas A. Miller, Chief Real Estate Officer

Re: ASR Control #: 25-000632, Meeting Date 10/28/2025, Item No. # 22

Subject: Request for Proposals for Digital Billboard Development

## Explanation:

Change Board vote from 3 Votes Board Majority to 4/5 vote. Pursuant to Government Code Section 25515.2(c) the Board, by a 4/5 vote, can approve a request for proposals (RFP) process to allow the County to sell or lease property to a private enterprise for cultural, residential, commercial, or industrial use or development.

☐ Revised Recommended Action(s)

☒ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary ☐ Financial Impact

The fourth paragraph of the Background Information is revised to read (please see underline for additions and strikethrough for deletions):

CEO Real Estate is asking the Board to approve and authorize the release of the RFP for digital billboard development pursuant to Government Code Section 25515.2(c). For County-owned property, CEO Real Estate will return to the Board for further action as required pursuant to Government Code Section 25515, et seq. ~~If approved and authorized, For District-owned property,~~ CEO Real Estate will begin negotiations with the Primary Proposer(s) selected by an evaluation panel and will return to the Board for approval of an option agreement(s) and master ground lease agreement(s) with the Primary Proposer(s). This may include multiple option and lease agreements with different Primary Proposers based on the Reports submitted with the responses to the RFP.

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

Add Attachment D – Government Code Section 25515-25515.5

**GOVERNMENT CODE - GOV****TITLE 3. GOVERNMENT OF COUNTIES [23000 - 33205]***( Title 3 added by Stats. 1947, Ch. 424. )***DIVISION 2. OFFICERS [24000 - 28085]***( Division 2 added by Stats. 1947, Ch. 424. )***PART 2. BOARD OF SUPERVISORS [25000 - 26490]***( Part 2 added by Stats. 1947, Ch. 424. )***CHAPTER 5. County Property [25350 - 25549.23]***( Chapter 5 added by Stats. 1947, Ch. 424. )***ARTICLE 7.5. Development of Public Property [25515 - 25515.5]***( Article 7.5 added by Stats. 1983, Ch. 1136, Sec. 2. )***25515.**

The Legislature finds that counties are faced with critical revenue shortages and a need for additional revenue sources to provide basic and essential public services. The Legislature finds that counties own property which, if permitted to be developed by a joint venture agreement between private enterprise and commercial, industrial, and cultural uses, would provide a means to produce additional revenue sources for the benefit of the counties owning such property, and aid the economic well-being of the state generally.

The Legislature further finds that due to reductions in personnel or programs counties own or lease properties which are totally or partially vacant but which could be used by compatible private persons, firms or corporations through lease arrangements or joint venture developments which would generate revenue. Therefore, the Legislature finds that the provisions for residential, commercial, industrial, and cultural development of public property owned by counties constitutes a valid public purpose.

*(Added by Stats. 1983, Ch. 1136, Sec. 2.)***25515.1.**

(a) After complying with Section 65402 and Article 8 (commencing with Section 54220) of Chapter 5 of Part 1 of Division 2 of Title 5, in managing its real property acquired prior to January 1, 1984, a county may do any of the following:

(1) Sell, lease for a term not to exceed 99 years, or lease with an option to purchase for a term not to exceed 99 years, any of its real property to any person, partnership, corporation, or governmental entity the governing body selects for purposes of cultural, residential, commercial, or industrial use or development, subject to periodic review by the county, upon the terms and conditions determined by the board of supervisors.

(2) Participate as a principal party in the development of cultural, residential, commercial, or industrial uses or development thereof as a public works project.

(3) Contract for the management, marketing, operation, or leasing of its real property for purposes of cultural, residential, commercial, or industrial use or development.

(b) Prior to entering into any agreement pursuant to subdivision (a), the board of supervisors shall determine that the sale, lease, lease with option to purchase, development, or other contract will result in economic benefits to the county. If the proposed agreement is a lease, the board of supervisors shall also make both of the following determinations:

(1) That the public benefit of the proposed lease agreement is expected to be greater than the public benefit which would result from the sale of the property.

(2) That a reasonable expectation exists that future public need justifies retention of the fee ownership of the property.

If the property to be used or developed is adjacent to, or a portion of, real property which is, or will be, used for other governmental activities, the board of supervisors shall also determine that the agreement will not interfere with the use or development of the remaining public property.

(c) In managing any of its property acquired after January 1, 1984, and after complying with Section 65402 and Article 8 (commencing with Section 54220) of Chapter 5 of Part 1 of Division 2 of Title 5, a county may sell, lease, lease with option to purchase, develop, or otherwise dispose of that property in the manner set forth in this section. This subdivision is not applicable to any county property acquired through eminent domain proceedings.

*(Amended by Stats. 1994, Ch. 939, Sec. 4. Effective September 28, 1994. Operative January 1, 1995, by Sec. 29 of Ch. 939.)*

## **25515.2.**

(a) Any sale, lease, lease with option to purchase, development, or contract agreement entered into pursuant to this article shall be authorized by an ordinance adopted by the board of supervisors. The ordinance shall be subject to referendum in the manner prescribed by law for ordinances of counties.

(b) Prior to adopting an ordinance authorizing a sale, lease, lease with option to purchase, development, or contract agreement the board of supervisors shall hold a public hearing. Notice of the time and place of the hearing shall be published pursuant to Section 6066 in one or more newspapers of general circulation within the county and shall be mailed to any person requesting special notice, to any present tenant of the public property, and to all owners of land adjoining the property.

(c) Any sale, lease, lease with option to purchase, development, or contract agreement shall be awarded after competitive bidding in the manner determined by the board of supervisors, or, if approved by a four-fifths vote of the board of supervisors, after a request for proposals.

(d) Any sale, lease, lease with option to purchase, development, or contract agreement awarded pursuant to competitive bidding shall be determined by the board of supervisors to meet all of the following criteria:

(1) Offers the greatest economic return to the county.

(2) Meets the residential, commercial, industrial, or cultural development needs of the county.

(e) Notice inviting the bids shall be published in the same manner as set forth in subdivision (g).

(f) For the purpose of receiving proposals, the board of supervisors shall, in a regular open meeting, adopt a resolution declaring its intention to consider the proposals. The resolution shall identify the site, shall specify whether the site is intended to be used for residential, commercial, industrial or cultural development or both, and shall fix a time not less than 60 days thereafter for a public meeting of the board of supervisors to be held at its regular place of meeting, at which meeting the board of supervisors shall receive all plans or proposals submitted.

(g) Notice of adoption of the resolution and the time and place of holding the meeting shall be given by publishing the resolution at least once a week for three weeks in a newspaper of general circulation published in the county in which the property is located. In addition, the board of supervisors may authorize the purchase of advertising space and may advertise the proposed transaction in those newspapers, magazines, and other periodicals that, in its judgment, will publicize the proposed transaction to those most likely to submit a proposal or bid.

(h) At the time and place fixed in the resolution the board of supervisors shall meet and open the bids or receive the plans and proposal. The plan or proposal as submitted or as revised by the board of supervisors shall be incorporated into the lease, lease with option to purchase, development, or contract agreement. The board of supervisors may reject any and all bids or plans and proposals submitted.

*(Amended by Stats. 1994, Ch. 939, Sec. 5. Effective September 28, 1994. Operative January 1, 1995, by Sec. 29 of Ch. 939.)*

### **25515.3.**

The procedure prescribed by this article may be used by a county notwithstanding any other provision of law and without complying with any other provisions in conflict therewith. This procedure, which shall be an alternative to any other procedure provided by law, shall be applicable to public real property regardless of the manner in which the real property was acquired, the purposes for which the real property was acquired, or the uses, if any, previously made of the property.

*(Added by Stats. 1983, Ch. 1136, Sec. 2.)*

### **25515.4.**

The provisions of this article shall not apply to tide and submerged lands granted in trust by the Legislature to a city, county, or a city and county.

*(Added by Stats. 1983, Ch. 1136, Sec. 2.)*

### **25515.5.**

Nothing in this article shall amend, alter, or modify the duties of a county to comply with the provisions of a community redevelopment plan or an agreement with a community redevelopment agency with respect to property owned by a county within the boundaries of a community redevelopment project.

*(Added by Stats. 1983, Ch. 1136, Sec. 2.)*





# Revision to ASR and/or Attachments

RECEIVED

**Date:** 10/24/2025  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office  
**From:** Michelle Aguirre, County Executive Officer  
**Re:** ASR Control #24-001080, Meeting Date 10/28/2025, Item No. # 23  
**Subject:** Grant Applications/Awards Report

CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS  
Digitally signed by Michelle Aguirre  
DN: cn=Michelle Aguirre,  
o=Interim County Executive  
Officer, ou=County of Orange,  
email=michelle.aguirre@ocgov.c  
om, c=US  
Date: 2025.10.24 11:20:30 -0700

*M. Aguirre*

## Explanation:

Revision to the recommended action on the first page of the grants report.

☐ Revised Recommended Action(s)

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

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

Redlined Grants Report Page 11 (revised and redlined)



Thomas D. Koutroulis, Director  
601 N. Ross Street, 5<sup>th</sup> Floor  
Santa Ana, CA 92701

[www.oclandfills.com](http://www.oclandfills.com)  
Telephone: (714) 834-4000  
Fax: (714) 834-4183

### GRANT RETROACTIVE MEMORANDUM

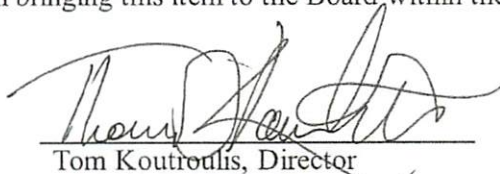
DATE: October 21, 2025  
TO: County Executive Officer  
FROM: Tom Koutroulis, Director, OC Waste & Recycling  
RE: Tire-Derived Aggregate Grant Program  
SUBJECT: Request to Approve Retroactive Grant Award

OC Waste & Recycling (OCWR) requests that the County Executive Officer place the subject grant award on the agenda for the October 28, 2025, Board of Supervisors meeting. OCWR also requests retroactive approval to accept the CalRecycle Tire-Derived Aggregate Grant Program Award.

The grant application was due on July 17, 2025, to the California Department of Resources Recycling and Recovery, branded as CalRecycle.


On September 12, 2025, CalRecycle notified OCWR that it would receive \$241,774.00 for landfill application and aggregate replacement projects such as leachate and gas collection systems, drainage layers, and leachate injection.

A staff oversight prevented OCWR from bringing this item to the Board within the Grant Policy's 30-day window.

  
Tom Koutroulis, Director

10/24/25  
Date

Approved:

  
Michelle Aguirre,  
County Executive Officer

10/24/25  
Date





Thomas D. Koutroulis, Director  
601 N. Ross Street, 5<sup>th</sup> Floor  
Santa Ana, CA 92701

[www.oclandfills.com](http://www.oclandfills.com)  
Telephone: (714) 834-4000  
Fax: (714) 834-4183

## GRANT RETROACTIVE MEMORANDUM

DATE: October 21, 2025  
TO: County Executive Officer  
FROM: Tom Koutroulis, Director, OC Waste & Recycling  
RE: Tire-Derived Aggregate Grant Program  
SUBJECT: Request to Approve Retroactive Grant Award

OC Waste & Recycling (OCWR) requests that the County Executive Officer place the subject grant award on the agenda for the October 28, 2025, Board of Supervisors meeting. OCWR also requests retroactive approval to accept the CalRecycle Tire-Derived Aggregate Grant Program Award.

The grant application was due on July 17, 2025, to the California Department of Resources Recycling and Recovery, branded as CalRecycle.

On September 12, 2025, CalRecycle notified OCWR that it would receive \$241,774.00 for landfill application and aggregate replacement projects such as leachate and gas collection systems, drainage layers, and leachate injection.

A ~~technical errors~~ **staff oversight** prevented OCWR from bringing this item to the Board within the Grant Policy's 30-day window.

DocuSigned by:

Tom Koutroulis

5681397E4B2E44E

Tom Koutroulis, Director

Digitally signed by  
Michelle Aguirre  
Date: 2025.10.22  
10:01:20 -07'00'

Approved:

Michelle Aguirre,  
County Executive Officer

Date

10/22/25

Date



# AGENDA STAFF REPORT

ASR Control 24-001080

**MEETING DATE:** 10/28/25  
**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  
 Andrea Foster (714) 834-2009

**SUBJECT:** Grant Applications/Awards Report

<b>CEO CONCUR</b> Concur	<b>COUNTY COUNSEL REVIEW</b> No Legal Objection	<b>CLERK OF THE BOARD</b> Discussion 3 Votes Board Majority
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<b>Budgeted:</b> N/A	<b>Current Year Cost:</b> N/A	<b>Annual Cost:</b> N/A
<b>Staffing Impact:</b> No	<b># of Positions:</b>	<b>Sole Source:</b> N/A
<b>Current Fiscal Year Revenue:</b> N/A	<b>County Audit in last 3 years:</b> No	
<b>Funding Source:</b> N/A		
<b>Levine Act Review Completed:</b> N/A		
<b>Prior Board Action:</b> N/A		

## RECOMMENDED ACTION(S):

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

1. Receive and File Grants Report.
2. Approve Grant Award – Health Care Agency – Population Needs Assessment Funding Agreement - Community Health Improvement Planning – \$80,325.28
3. Approve Grant Award – Health Care Agency – Refugee Health Assessment Program (RHAP) – \$199,067
4. Approve Retroactive Grant Award – Health Care Agency – Voluntary Intergovernmental Transfer Agreements - BH CONNECT Incentive Funds – \$3,515,374.22
5. Approve Grant Application – OC Waste & Recycling – INVEST CLEAN: Charging Infrastructure Deployment Incentive Program – \$756,000
6. Approve Retroactive Grant Award – OC Waste & Recycling – Tire-Derived Aggregate Grant Program – \$241,774

**SUMMARY:**

See the attached Grants Report.

**BACKGROUND INFORMATION:**

See the attached Grants Report.

**FINANCIAL IMPACT:**

N/A

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A - Grants Report



# Grants Report

**DRAFT**

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County Executive Office/Legislative Affairs

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October 28, 2025

Item No: 23

## **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 October 28, 2025, 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. Receive and File Grants Report
2. Approve Grant Award – Health Care Agency – Population Needs Assessment Funding Agreement – Community Health Improvement Planning – \$80,325.28
3. Approve Grant Award – Health Care Agency – Refugee Health Assessment Program (RHAP) – \$199,067
4. Approve Retroactive Grant Award – Health Care Agency – Voluntary Intergovernmental Transfer Agreements - BH CONNECT Incentive Funds – \$3,515,374.32
5. Approve Grant Application – OC Waste & Recycling – INVEST CLEAN: Charging Infrastructure Deployment Incentive Program – \$756,000
6. Approve Retroactive Grant Award – OC Waste & Recycling – Tire-Derived Aggregate Grant Program – \$241,774

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



## CEO-Legislative Affairs Office Grant Authorization eForm

### GRANT APPLICATION / GRANT AWARD

<b>Today's Date:</b>	October 22, 2025
<b>Requesting Agency/Department:</b>	Health Care Agency
<b>Grant Name and Project Title:</b>	Population Needs Assessment Funding Agreement – Community Health Improvement Planning
<b>Sponsoring Organization/ Grant Source:</b> <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	Kaiser Foundation Health Plan, Inc. (KFHP)
<b>Application Amount Requested:</b>	\$80,325.28
<b>Application Due Date:</b>	August 31, 2025
<b>Board Date when Board Approved this Application:</b>	August 26, 2025
<b>Awarded Funding Amount:</b>	\$80,325.28
<b>Notification Date of Funding Awarded:</b>	October 9, 2025
<b>Is this an Authorized Retroactive Grant Application/Award?</b> No	
<b>Recurrence of Grant:</b>	No
<b>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</b>	N/A
<b>Does this grant require CEQA findings?</b>	No
<b>What Type of Grant is this?</b>	<b>Award</b> - LHJ Allocation
<b>County Match?</b>	No
<b>How will the County Match be fulfilled?</b> <small>(Please include the specific budget)</small>	N/A
<b>Will the grant/program create new part or full-time positions?</b>	No
<b>Will this grant support a new or existing program?</b>	Existing
<b>Purpose of Grant Funds:</b>	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

This Population Health Grant will provide critical support to the County's Public Health Accreditation efforts, including funding for personnel, infrastructure, technology, data systems, and related operational needs, enabling the LHJ to lead the facilitation of a comprehensive and integrated CHA and CHIP process. Through robust community engagement and cross-sector partnerships, this initiative will ensure that local stakeholders and residents are meaningfully involved in shaping and advancing equitable health outcomes across the jurisdiction.

<b>Board Resolution Required?</b>	No
<b>Deputy County Counsel Name:</b>	
<b>Recommended Action(s)</b> (Please specify below)	
<p>1. Accept the KFHP grant funding award for provision of Community Health Planning and Coordination Services to support the implementation of CHA and CHIP in Orange County for the term of FY 25/26 in the amount of \$80,325.28.</p> <p>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.</p>	
<b>Department Contact:</b>	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jennifer Sarin (714) 834-4099 jsarin@ochca.com	
<b>Name of individual attending the Board Meeting:</b>	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	



## CEO-Legislative Affairs Office Grant Authorization eForm

### GRANT APPLICATION / GRANT AWARD

<b>Today's Date:</b>	October 22, 2025
<b>Requesting Agency/Department:</b>	Health Care Agency
<b>Grant Name and Project Title:</b>	Refugee Health Assessment Program (RHAP)
<b>Sponsoring Organization/ Grant Source:</b> <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Public Health
<b>Application Amount Requested:</b>	\$251,802
<b>Application Due Date:</b>	N/A
<b>Board Date when Board Approved this Application:</b>	August 12, 2025
<b>Awarded Funding Amount:</b>	\$199,067
<b>Notification Date of Funding Awarded:</b>	October 8, 2025
<b>Is this an Authorized Retroactive Grant Application/Award?</b> No	
<b>Recurrence of Grant:</b>	Yes
<b>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</b>	FY23-24 \$236,378
<b>Does this grant require CEQA findings?</b>	No
<b>What Type of Grant is this?</b>	<b>Award</b> - Non Competitive
<b>County Match?</b>	No
<b>How will the County Match be fulfilled?</b> <small>(Please include the specific budget)</small>	N/A
<b>Will the grant/program create new part or full-time positions?</b>	No
<b>Will this grant support a new or existing program?</b>	Existing
<b>Purpose of Grant Funds:</b>	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
<p>The completion of the health assessment is an essential component of the refugee resettlement process and includes screening for and prevention of communicable diseases; early identification and diagnosis of chronic diseases and other important conditions; assessment of immunization status for children and adults; mental health screening; and referral to health providers for further medical evaluation, treatment, and follow-up. ORH is awarding the County \$179,342 for administrative costs and will reimburse the County at the rate of \$96.22 per completed health assessment. The expected total reimbursement is \$199,067.10 based on an</p>	

estimated 205 arrivals for Federal Fiscal Year 2025-2026. This estimate is based on arrival projections provided by ORH.

<b>Board Resolution Required?</b>	No
<b>Deputy County Counsel Name:</b>	
<b>Recommended Action(s)</b> (Please specify below)	
<p>1. Accept the grant award for the term of October 1, 2025, through September 30, 2026, in the amount of \$179,342 for administrative costs in the provision of refugee health assessments and \$96.22 for each completed health assessment.</p> <p>2. Authorize the Health Care Agency Director, or designee, to sign and execute the Grant Award Agreement, upon review and approval by County Counsel, and authorize the Health Care Agency Director, or designee, to sign and execute the Award, Agreement and related documents for 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.</p>	
<b>Department Contact:</b>	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jennifer Sarin 714-834-4099 jsarin@ochca.com	
<b>Name of individual attending the Board Meeting:</b>	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	





**VERONICA KELLEY, DSW, LCSW**  
AGENCY DIRECTOR

**LORRAINE DANIEL, MPA**  
ASSISTANT AGENCY DIRECTOR

405 W. 5<sup>th</sup> STREET, 7<sup>th</sup> FLOOR  
SANTA ANA, CA 92701

[www.ochalthinfo.com](http://www.ochalthinfo.com)

## OFFICE OF THE DIRECTOR

**DATE:** October 22, 2025

**TO:** Michelle Aguirre, County Executive Officer

**FROM:** Veronica Kelley, Health Care Agency Director  
Ian Kemmer, Director of Behavioral Health Services

**SUBJECT:** Retroactive Request to Accept Voluntary Intergovernmental Transfer Agreements - BH CONNECT Incentive Funds

Digitally signed  
by Michelle  
Aguirre  
Date: 2025.10.23  
07:45:59 -07'00'

This memo is being submitted to request that the County Executive Officer place the subject grant application on the October 28, 2025, Board of Supervisors Meeting Agenda.

On September 22, 2025, the Department of Health Care Services (DHCS) notified the Health Care Agency (HCA) Behavioral Health Services of its eligibility for funding through the BH-CONNECT Access, Reform, and Outcomes Program, which supports county behavioral health agencies in enhancing access to care and strengthening service delivery systems.

This item is being brought forward for Board consideration to allow HCA to leverage available state resources that align with and further support existing system improvement activities. This request was due to the Board before October 22, 2025. We were unable to meet prior Board dates due to planning coordination with Department of Health Care Services (DHCS).

HCA is simultaneously submitting an eForm to receive approval to accept the funding.

If you have any questions about the Intergovernmental Transfer Agreement, please contact Ian Kemmer, Director of Behavioral Health Services, 714-834-2160.

Thank you for your consideration,

Veronica Kelley, DSW, LCSW  
Agency Director



## CEO-Legislative Affairs Office Grant Authorization eForm

### GRANT APPLICATION / GRANT AWARD

<b>Today's Date:</b>	October 23, 2025
<b>Requesting Agency/Department:</b>	Health Care Agency
<b>Grant Name and Project Title:</b>	Voluntary Intergovernmental Transfer Agreements - BH CONNECT Incentive Funds
<b>Sponsoring Organization/ Grant Source:</b> <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	Department of Health Care Services
<b>Application Amount Requested:</b>	\$3,515,374.32
<b>Application Due Date:</b>	N/A
<b>Board Date when Board Approved this Application:</b>	N/A
<b>Awarded Funding Amount:</b>	\$3,515,374.32
<b>Notification Date of Funding Awarded:</b>	September 22, 2025
<b>Is this an Authorized Retroactive Grant Application/Award?</b> Retroactive	
<b>Recurrence of Grant:</b>	No
<b>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</b>	N/A
<b>Does this grant require CEQA findings?</b>	No
<b>What Type of Grant is this?</b>	<b>Award - IGT</b>
<b>County Match?</b>	Yes
<b>How will the County Match be fulfilled?</b> <small>(Please include the specific budget)</small>	Behavioral Health Services Realignment Funds (50%).
<b>Will the grant/program create new part or full-time positions?</b>	No
<b>Will this grant support a new or existing program?</b>	New and Existing - see Purpose of Grant Funds for more information.
<b>Purpose of Grant Funds:</b>	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
<p>The BH-CONNECT Access, Reform and Outcomes Incentive Program offers a transformative opportunity for Behavioral Health Services (BHS) to enhance care delivery, improve outcomes, and secure new funding streams. As part of California's broader BH-CONNECT initiative, this program incentivizes behavioral health plans (BHPs)—including mental health plans and Drug Medi-Cal Organized Delivery System (DMC-ODS) plans for achieving measurable improvements in access, quality, and system reform.</p>	

- Improved access to behavioral health services, including timely access to services, and increased utilization of community-based services and evidence-based practices (EBPs).
- Improved outcomes and quality of life among Medi-Cal members living with significant behavioral health needs.
- Targeted behavioral health delivery system reforms, including showing reductions in county-specific quality improvement gaps, improved data sharing, and improved crisis services capacity.

To participate in the Access, Reform, and Outcomes Incentive Program, a BHP must:

- Have completed the Targeted Managed Behavioral Healthcare Organization (MBHO) Self-Directed Assessment with the National Committee for Quality Assurance (NCQA).
- Have submitted a letter to DHCS stating its request to participate in the Access, Reform, and Outcomes Incentive.
- Submission 1 for the Access, Reform and Outcomes Incentive Program is a gap-filling plan related to the NCQA MBHO assessment participating BHPs.

The intent is to help BHPs prepare for NCQA MBHO re-assessments and other Incentive Program measures.

These funds do not support any one program, new or old. This incentive payment is to improve our quality and access infrastructure. It would be used to strengthen infrastructure that directly supports outcomes and/or activities and interventions across all behavioral health programs. BHS will benefit from this incentive by focusing on improved outcomes related to data sharing, focusing on outcomes and reducing any identified gaps in quality that may be identified through that process.

**Board Resolution Required?**

No

**Deputy County Counsel Name:**

**Recommended Action(s)**

(Please specify below)

HCA respectfully requests that the Board of Supervisors approve the Recommended Actions as follows:

1. Approve the Intergovernmental Agreement Regarding Transfer of Public Funds with the California Department of Health Care Services for the transfer of \$1,757,687.16 from Health Care Agency to the California Department of Health Care Services. This amount represents a 50% match of the \$3,515,374.32 required by DHCS.
2. Authorize the Health Care Agency Director, or designee, to sign and execute the Agreement and authorize the Health Care Agency Director, or designee, to sign and execute Agreement and related documents for this allocation 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, email) of the person to be contacted for further information.

Ian Kemmer 714-834-2160 ikemmer@ochca.com Linda Molina 7148345572 LMolina@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:

Veronica Kelley



## CEO-Legislative Affairs Office Grant Authorization eForm

### GRANT APPLICATION / GRANT AWARD

<b>Today's Date:</b>	October 22, 2025
<b>Requesting Agency/Department:</b>	OC Waste & Recycling
<b>Grant Name and Project Title:</b>	INVEST CLEAN: Charging Infrastructure Deployment Incentive Program
<b>Sponsoring Organization/ Grant Source:</b> <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	South Coast Air Quality Management District
<b>Application Amount Requested:</b>	\$756,000
<b>Application Due Date:</b>	November 28, 2025
<b>Board Date when Board Approved this Application:</b>	N/A
<b>Awarded Funding Amount:</b>	N/A
<b>Notification Date of Funding Awarded:</b>	N/A
<b>Is this an Authorized Retroactive Grant Application/Award?</b> No	
<b>Recurrence of Grant:</b>	No
<b>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</b>	N/A
<b>Does this grant require CEQA findings?</b>	No
<b>What Type of Grant is this?</b>	Application - Competitive
<b>County Match?</b>	No
<b>How will the County Match be fulfilled?</b> <small>(Please include the specific budget)</small>	N/A
<b>Will the grant/program create new part or full-time positions?</b>	No
<b>Will this grant support a new or existing program?</b>	New
<b>Purpose of Grant Funds:</b>	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

Advanced Clean Cars II (ACFII) was adopted in 2022 and dictates what percent of vehicles sold in California (CA) must be Zero Emission Vehicles (ZEV) or Plug-In Hybrid Electric Vehicles (PHEV) for each model year between 2026 and 2035. By 2035 all new passenger cars, trucks and SUVs sold in CA will be zero emissions. Additionally, the California Air Resource Board (CARB) passed the Advanced Clean Fleet (ACF) rule on April 28, 2023. The ACF rule applies to agency fleet vehicles that have a gross vehicle weight rating (GVWR) greater than 8,500lbs. The rule provided milestones to ensure applicable fleet vehicles are ZEV in the future. The ACF rule requires that state and local governments entities increase the percent of their affected fleet vehicles that are

ZEV. In an effort to meet these requirements OC Waste & Recycling (OCWR), has identified three solid waste disposal facilities in need of charging infrastructure. These facilities are Frank R. Bowerman Landfill, Olinda Alpha Landfill, and Prima Deshecha Landfill. These identified locations meet the eligibility for the INVEST CLEAN rebate-based incentives, that can offset the cost of eligible charging equipment that directly supports class 4 to 8 medium heavy duty (MHD) vehicles. Over the course of the next five years, from 2025 through 2030, OCWR will need to replace a minimum of 6 class 4 to 8 gas vehicles with electric vehicles. Applying for the INVEST CLEAN rebate incentives will provide partial reimbursement of the establishment of infrastructure to meet the charging infrastructure needed for these new vehicles.

<b>Board Resolution Required?</b>	No
<b>Deputy County Counsel Name:</b>	
<b>Recommended Action(s)</b> (Please specify below)	
<p>Authorize the Director of OCWR or designee to submit, on behalf of the County of Orange, a grant application for INVEST CLEAN: Charging Infrastructure Deployment Incentive Program to the South Coast AQMD for rebate incentive funding to support the acquisition of Electric Vehicle Chargers for Orange County Fleet development of fast charging infrastructure that facilitates the timely deployment of battery electric medium and heavy-duty vehicles.</p>	
<b>Department Contact:</b>	List the name and contact information (telephone, email) of the person to be contacted for further information.
Tara Tisopulos 714-290-0446 tara.tisopulos@ocwr.ocgov.com	
<b>Name of individual attending the Board Meeting:</b>	List the name of the individual who will be attending the Board Meeting for this Grant item:
Tom Koutroulis	



**Thomas D. Koutroulis, Director**  
601 N. Ross Street, 5<sup>th</sup> Floor  
Santa Ana, CA 92701

[www.oclandfills.com](http://www.oclandfills.com)  
Telephone: (714) 834-4000  
Fax: (714) 834-4183

## GRANT RETROACTIVE MEMORANDUM

DATE: October 21, 2025

TO: County Executive Officer

FROM: Tom Koutroulis, Director, OC Waste & Recycling

RE: Tire-Derived Aggregate Grant Program

SUBJECT: Request to Approve Retroactive Grant Award

OC Waste & Recycling (OCWR) requests that the County Executive Officer place the subject grant award on the agenda for the October 28, 2025, Board of Supervisors meeting. OCWR also requests retroactive approval to accept the CalRecycle Tire-Derived Aggregate Grant Program Award.

The grant application was due on July 17, 2025, to the California Department of Resources Recycling and Recovery, branded as CalRecycle.

On September 12, 2025, CalRecycle notified OCWR that it would receive \$241,774.00 for landfill application and aggregate replacement projects such as leachate and gas collection systems, drainage layers, and leachate injection.

A technical error prevented OCWR from bringing this item to the Board within the Grant Policy's 30-day window.

DocuSigned by:

*Tom Koutroulis*

5681397E4B2E44E...

Tom Koutroulis, Director

Digitally signed by  
Michelle Aguirre  
Date: 2025.10.22  
10:01:20 -07'00'

Approved:

*MAguirre*

Michelle Aguirre,  
County Executive Officer

Date

10/22/25

Date



## CEO-Legislative Affairs Office Grant Authorization eForm

### GRANT APPLICATION / GRANT AWARD

<b>Today's Date:</b>	October 22, 2025
<b>Requesting Agency/Department:</b>	OC Waste & Recycling
<b>Grant Name and Project Title:</b>	Tire-Derived Aggregate Grant Program
<b>Sponsoring Organization/ Grant Source:</b> <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	Department of Resources Recycling and Recovery
<b>Application Amount Requested:</b>	\$241,774
<b>Application Due Date:</b>	July 17, 2025
<b>Board Date when Board Approved this Application:</b>	June 24, 2025
<b>Awarded Funding Amount:</b>	\$241,774
<b>Notification Date of Funding Awarded:</b>	September 12, 2025
<b>Is this an Authorized Retroactive Grant Application/Award?</b> Retroactive	
<b>Recurrence of Grant:</b>	No
<b>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</b>	N/A
<b>Does this grant require CEQA findings?</b>	No
<b>What Type of Grant is this?</b>	<b>Award</b> - Competitive
<b>County Match?</b>	No
<b>How will the County Match be fulfilled?</b> <small>(Please include the specific budget)</small>	N/A
<b>Will the grant/program create new part or full-time positions?</b>	No
<b>Will this grant support a new or existing program?</b>	New
<b>Purpose of Grant Funds:</b>	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
<p>Between July of 2025 and July of 2027, Olinda Alpha Landfill plans to install about 30,000 feet of horizontal landfill gas lines. For this installation we would typically use about 216,000 cubic feet of gravel (about 11,500 tons). The gravel surrounds the perforated pipeline and allows landfill gas to pass through while acting as a protective barrier in preventing buried waste from entering the pipes. Olinda Alpha Landfill would like to consider using up to 4,500 tons of tire-derived aggregate (TDA) as a direct replacement for gravel. It is believed that it would allow landfill gas to pass through while weighing significantly less than gravel. The weight reduction may reduce or slow down landfill settlement, potentially extending the life of the horizontal gas line.</p>	

<b>Board Resolution Required?</b>	No
<b>Deputy County Counsel Name:</b>	
<b>Recommended Action(s)</b> (Please specify below)	
Authorize the acceptance of Tire-Derived Aggregate Grant Program award from CalRecycle.	
<b>Department Contact:</b>	List the name and contact information (telephone, email) of the person to be contacted for further information.
Koutroulis, Tom 714-834-4122 tom.koutroulis@ocwr.ocgov.com	
<b>Name of individual attending the Board Meeting:</b>	List the name of the individual who will be attending the Board Meeting for this Grant item:
Tom Koutroulis	





RECEIVED

2025 OCT 20 PM 12:13

CLERK **MEMORANDUM**  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

To: Clerk of the Board

From: Supervisor Donald P. Wagner, Third District

Date: October 20, 2025

**RE: Supplemental Item for October 28, 2025 Board of Supervisors Meeting**

S26A

Please add this as a supplemental item to the October 28, 2025 Board of Supervisors meeting:

I would like to allocate \$30,000 from Third District discretionary funds to the Children's Education Foundation of Orange County for the Gift of History program. For over 15 years, the Gift of History program has been a multi-agency, countywide history program that creates civic pride, builds 21<sup>st</sup> century skills and promotes community engagement by providing local history books and in-person history events. The County of Orange has been involved for a number of years as well as other agencies including the Orange County Transportation Authority, Orange County Sanitation District, and Orange County Water District.

I ask that the Board of Supervisors approve the following recommended actions at our October 28, 2025 meeting:

1. Allocate \$30,000 from Third District discretionary funds to the Children's Education Foundation of Orange County.
2. Find under to Government Code section 26227 that this expenditure is necessary to meet the social needs of County residents.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with Children's Education Foundation of Orange County as necessary to effectuate the purposes of this allocation, including, but not limited to, the allocation of funds to Children's Education Foundation of Orange County.
4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation, including, but not limited to Cal-Card, electronic fund transfers or check payments.



RECEIVED

2025 OCT 21 PM 12:16

CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

## MEMORANDUM

To: Clerk of the Board

From: Supervisor Donald P. Wagner, Third District

Date: October 21, 2025

**RE: Revision to Item S26B for October 28, 2025 Board of Supervisors Meeting**

Please revised item S26B on the October 28, 2025, Board of Supervisors meeting to now include Anaheim Hills Rotary Club Foundation. The revised memo should now read as:

Approve the sponsorship of the following nonprofit from the Third District event funds:

- American Legion Auxiliary So Orange County Unit 281 - \$500
- Community Foundation of Orange - \$500
- *Anaheim Hills Rotary Club Foundation - \$1,000*

**Recommended Actions:**

1. Approve the addition or revisions of events to the FY 2025-26 County Events Calendar, as set forth in Attachment A, and per Government Code Section 26227, find that the events therein will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.
2. Authorize Auditor-Controller to make related payments.

**County Event Calendar  
FY 24-25 Events**

Date	Department	Event	Awards to Nonprofits and Community Organizations	Not to Exceed Amount	Location	Organizer	Other County Participants
FY 25-26	BOS-3	ALA California Girls State	American Legion Auxiliary So Orange County Unit 281	\$ 500.00	TBD	American Legion Auxiliary So Orange County Unit 281	N/A
Oct-25	BOS-3	Treats in the Streets	Community Foundation of Orange	\$ 500.00	Orange	Community Foundation of Orange	N/A
Nov-25	BOS-3	5th Annual Flags of Honor	Anaheim Hills Rotary Club Foundation	\$ 1,000.00	Anaheim Hills	Anaheim Hills Rotary Club Foundation	N/A

**Glossary of Acronyms**

BOS-1	Board of Supervisors District 1
BOS-2	Board of Supervisors District 2
BOS-3	Board of Supervisors District 3
BOS-4	Board of Supervisors District 4
BOS-5	Board of Supervisors District 5
TBA	To Be Announced
TBD	To Be Determined
N/A	Not Applicable





RECEIVED

2025 OCT 20 PM 12:13

**MEMORANDUM**

To: Clerk of the Board

From: Supervisor Donald P. Wagner, Third District

Date: October 20, 2025

**RE: Item for October 28, 2025 Board of Supervisors Meeting**

Please add this as a supplemental item for the October 28, 2025, Board of Supervisors meeting:

Approve the sponsorship of the following nonprofit from the Third District event funds:

- American Legion Auxiliary So Orange County Unit 281 - \$500
- Community Foundation of Orange - \$500

**Recommended Actions:**

1. Approve the addition or revisions of events to the FY 2025-26 County Events Calendar, as set forth in Attachment A, and per Government Code Section 26227, find that the events therein will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.
2. Authorize Auditor-Controller to make related payments.

**County Event Calendar  
FY 24-25 Events**

Date	Department	Event	Awards to Nonprofits and Community Organizations	Not to Exceed Amount	Location	Organizer	Other County Participants
FY 25-26	BOS-3	ALA California Girls State	American Legion Auxiliary So Orange County Unit 281	\$ 500	TBD	American Legion Auxiliary So Orange County Unit 281	N/A
October 2025	BOS-3	Treats in the Streets	Community Foundation of Orange	\$ 500	TBD	Community Foundation of Orange	N/A

**Glossary of Acronyms**

BOS-1	Board of Supervisors District 1
BOS-2	Board of Supervisors District 2
BOS-3	Board of Supervisors District 3
BOS-4	Board of Supervisors District 4
BOS-5	Board of Supervisors District 5
TBA	To Be Announced
TBD	To Be Determined
N/A	Not Applicable



RECEIVED

2025 OCT 21 PM 4: 22

CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

**MEMORANDUM**

To: Clerk of the Board

From: Chair Chaffee, District Four Office

*Day Chaffee*

Date: October 21, 2025

**RE: Supplemental Item for October 28<sup>th</sup>, 2025, Board of Supervisors Meeting**

*526C*

Chair Chaffee requests that a supplemental item for the October 28<sup>th</sup>, 2025, Board of Supervisors meeting be added to:

Approve the sponsorship of the following nonprofit entities from the Fourth District events funds:

- The Women's Club of Fullerton - \$1,000.00

Recommended Actions:

1. Approve the addition or revisions of events to the FY 2025-2026 County Event Calendar, as set forth in Attachment A, and per Government Code Section 26227, find that the events therein will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.
2. Authorize Auditor-Controller to make related payments.

## County Event Calendar

### FY 25-26 Events

[illegible]

## Glossary of Acronyms

BOS-1	Board of Supervisors District 1
BOS-2	Board of Supervisors District 2
BOS-3	Board of Supervisors District 3
BOS-4	Board of Supervisors District 4
BOS-5	Board of Supervisors District 5
TBA	To Be Announced
TBD	To Be Determined
N/A	Not Applicable





RECEIVED

2025 OCT 23 AM 10:56

CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

## MEMORANDUM

To: Clerk of the Board

From: Supervisor Janet Nguyen, First District

Date: October 21, 2025

*Chuck Hahn*  
*Doug Chaffee*

Subject: Supplemental Item for the October 28, 2025 Board of Supervisors Meeting

*526D*

**Agenda Item Title:** Allocation of \$25,000 to the Garden Grove Police Department

**Summary:** Supervisor Janet Nguyen would like to allocate one-time funding of \$25,000 from First District discretionary funds to the City of Garden Grove Police Department for staffing related to the Orange County Gun Buyback event.

**Background:** The Orange County Gun Buyback event provides an opportunity for residents to safely dispose of unwanted firearms and engage with local public safety agencies. These efforts strengthen community trust in public safety efforts. The Garden Grove Police Department is the lead public safety agency for the event.

**Purpose of Funding:** The requested allocation will cover program expenses necessary to successfully implement and operate the buyback event. Funding will support, but not be limited to, the following:

- Law enforcement staffing and logistical support
- Crime gun testing and safe destruction of collected firearms

**Recommended Actions:**

1. Approve the allocation of \$25,000 from First District discretionary funds to the City of Garden Grove Police Department to support the Orange County Gun Buyback Event.
2. Find under Government Code section 26227 that this expenditure is necessary to meet the social needs of County residents.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with the City of Garden Grove as necessary to effectuate the purposes of this allocation, including, but not limited to, the allocation of funds to the City of Garden Grove.
4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation, including, but not limited to Cal-Card, electronic fund transfers, or check payments.





## County Executive Office

### Memorandum

October 21, 2025

**To:** Clerk of the Board of Supervisors

**From:** Michelle Aguirre, County Executive Officer *MAguirre*

**Subject:** Supplemental Request According to Board Rule 21

Digitally signed by  
Michelle Aguirre  
Date: 2025.10.22  
10:09:22 -07'00'

RECEIVED  
2025 OCT 23 AM 11:05  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

*S26E*

The County Executive Office is requesting a Supplemental Agenda Staff Report for the October 28, 2025, Board Hearing.

**Agency:** County Executive Office

**Subject:** Second Amendment with Drawbridge Saint Andrew, LLC at 1700 E. Saint Andrew Place, Santa Ana

**Districts:** 2

**Reason Item is Supplemental:** The lease agreement was executed by the Lessor after the Clerk of the Board's filing deadline. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

**Justification:** County Executive Office, Real Estate is requesting this item be filed for the October 28, 2025, Board agenda, consistent with Request for Proposal (RFP) process and timelines necessary for the redevelopment of the County-owned property at 1725 West 17<sup>th</sup> St., Santa Ana, the release of which was previously approved by the Board. The proposed lease provides relocation space for the Health Care Agency operations at that location, and having this item on the October 28, 2025, Board agenda will maintain the timeline for the RFP process.

Concur:

*Doug Chaffee*

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors  
County Executive Office  
County Counsel

Agenda Item 326E  
Clerk's Use Only



## SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

**MEETING DATE:** 10/28/2025  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** 2  
**SUBMITTING AGENCY/DEPARTMENT:** County Executive Office  
**DEPARTMENT HEAD REVIEW:** Thomas A. Miller  
Department Head Signature  
**DEPARTMENT CONTACT PERSON(S):** Thomas A. Miller (714) 834-6019  
Dr. Veronica Kelley (714) 834-7024

RECEIVED  
2025 OCT 23 AM 11:05  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

**SUBJECT:** Second Amendment with Drawbridge Saint Andrew, LLC at 1700 E. Saint Andrew Place, Santa Ana

**CEO CONCUR**

PENDING REVIEW

Michelle Aguirre  
Digitally signed by  
Michelle Aguirre  
Date: 2025.10.22  
10:10:03 -07'00'

CEO Signature

**COUNTY COUNSEL REVIEW**

Approved To Form

Action

Laurin Kramer  
Digitally signed by  
Laurin Kramer

County Counsel Signature

**CLERK OF THE BOARD**

Discussion

3 Votes Board Majority

**Budgeted:** N/A

**Current Year Cost:** N/A

**Annual Cost:** See Financial  
Impact Section

**Staffing Impact:** No

**# of Positions:**

**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:** Yes

**Prior Board Action:** 12/5/2023 # S16D

**RECOMMENDED ACTION(S):**

1. Approve and execute the second amendment to lease agreement with Drawbridge Saint Andrew, LLC, a Delaware limited liability company, for approximately 99,589 rentable square feet of office space located at 1700 E. Saint Andrew Place in Santa Ana, for a term through December 31, 2042.
2. Authorize the Chief Real Estate Officer or designee to exercise option terms, execute subordination, non-disturbance and atonement agreements, estoppel certificates and execute subsequent documents or amendments, that make non-monetary and/or monetary changes that do not increase County costs or liability by more than \$75,000 per year, as approved by County Counsel.

**SUMMARY:**

Approval of the second amendment to lease agreement with Drawbridge Saint Andrew, LLC, a Delaware limited liability company, will expand the County's existing premises and co-locate various County

programs into 99,580 rentable square feet of office space at 1700 E. Saint Andrew Place in Santa Ana and accommodate occupancy by the Health Care Agency.

## **BACKGROUND INFORMATION:**

On December 5, 2023, the Board of Supervisors (Board) approved a 15-year lease agreement (Lease) with Drawbridge Saint Andrew, LLC (Lessor) for approximately 70,462 rentable square feet (RSF) of office and warehouse space (Initial Premises) in the three-story 170,051 RSF building located at 1700 E. Saint Andrew Place in Santa Ana (Building), to relocate the Orange County Probation Department (Probation) Central Youth Reporting Center (CYRC) and house the training and volunteer services functions. On August 5, 2025, the County executed the First Amendment to Lease to amend and reflect amortization of the Pre-Lease Commencement Additional Allowance over the term and modify the application of abated rent in connection to the initial tenant improvements (First Amendment). The Lease commenced on January 1, 2025, and is set to expire on December 31, 2039 (Current Expiration Date).

CEO Real Estate is seeking Board approval to expand the Initial Premises into the remaining vacant space within the Building, adding 99,589 RSF (Expansion Premises) in multiple phases, to accommodate the Health Care Agency's (HCA) 17<sup>th</sup> Street clinic relocation and co-locate various County programs (Proposed Second Amendment). Under the Proposed Second Amendment, the County will pay rent at the same per square foot rate (RSF Rent), at three percent annual increases, and the Current Expiration Date will be extended through December 31, 2042 (New Term). County will not be responsible for any operating expense pass-throughs during the New Term except for utilities, janitorial and security expenses. The County will have the exclusive right, without additional charge, to use the entirety of the parking lot area, consisting of approximately six hundred fifty-six (656) parking spaces in total.

Lessor will complete tenant improvements to the Expansion Premises in accordance with Clause 13 (CONSTRUCTION) of the Lease and Exhibit J (Expansion Premises Work). Additionally, Lessor shall provide equivalent allowances to the Expansion Premises Work consistent with Clause 13 (CONSTRUCTION) including \$100 per RSF to be used toward construction improvements, \$25 per RSF moving allowance towards furniture, fixtures and equipment (FF&E), relocation costs, cabling and telecommunications with the ability to amortize up to an additional \$25 per RSF over the New Term at an interest rate of eight percent. Lessor will provide County with abated rent for the initial six months of the New Term (Abated Rent), for each phase of the Expansion Premises, with the ability to convert the Abated Rent towards FF&E, cabling and any other move-related expenses at County's sole discretion.

The Expansion Premises rent will commence on the first day of the first full calendar month following the final completion date for each phase of the Expansion Premises Work. The first phase of the Expansion Premises Work will be completed no earlier than November 1, 2026, and no later than January 1, 2027. The first phase will include space for HCA's use of no less than 59,017 RSF and not to exceed 75,000 RSF. The County will expand into the entirety of the Expansion Premises within 36 full calendar months following the Effective Date of the Proposed Second Amendment.

The Proposed Second Amendment maintains a right to terminate at the 120th month with at least 12 months prior written notice and a termination fee equal to the unamortized tenant improvements, abated rent and brokerage commissions calculated at a rate of eight percent. The Lease contains two successive five-year options to extend the term with advance notice at fair market value.

### **Lease Purchase Option**

The County also maintains a right to purchase the Building at a fixed purchase price through May 31, 2029, consistent with the terms of the Lease. Thereafter, the County has the ongoing right of first offer to purchase the Building. Furthermore, County shall have the right to apply any unused allowances towards the purchase price of the Building. The purchase price is further highlighted below:

<b><u>Purchase Date</u></b>	<b><u>Price per RSF</u></b>	<b><u>Purchase Price</u></b>
Prior to 5/31/2025	\$450.00 starting fixed price	\$77,100,000
6/1/2025 - 5/31/2026	\$463.51	\$79,413,000
6/1/2026 - 5/31/2027	\$477.41	\$81,795,390
6/1/2027 - 5/31/2028	\$491.74	\$84,249,252
6/1/2028 - 5/31/2029	\$506.49	\$86,776,729

**Compliance with CEQA:** The proposed project was previously determined to be Categorically Exempt from CEQA pursuant to Section 15301 (Class 1) of the CEQA Guidelines, on December 5, 2023, when it was originally approved because it involves lease of an existing office facility by a governmental agency. The proposed project is still consistent with this determination.

### **FINANCIAL IMPACT:**

Appropriations for this Proposed Second Amendment will be included in HCA's Budget Control 042 FY 2026-27 Budget, base rent not to exceed the RSF Rent costs for up to 75,000 RSF, and will be included in the budgeting process for future years. The Health Care Agency's Public Health funding is experiencing fluctuations currently. Should Public Health revenue not be sufficient to offset these costs, HCA will work with the County Budget & Finance Office to identify other appropriate funding. Appropriations for Probation's extended term will be included in the future budgeting process in Probation's 057 Budget Control.

The County maintains language whereby the County's obligation to pay rent is contingent upon the availability of County funds which are appropriated or allocated by County's Board of Supervisors.

Funding Source for Existing HCA Programs:

State:	100% Health Realignment
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The below table of the fiscal-year RSF Rent costs for the Proposed Second Amendment is based upon a November 1, 2026, Expansion Premises commencement date and not to exceed 75,000 RSF for HCA's use:

FY 2026-27	\$2,115,000	FY 2035-36	\$4,113,000
FY 2027-28	\$3,244,500	FY 2036-37	\$4,239,000
FY 2028-29	\$3,343,500	FY 2037-38	\$4,365,000
FY 2029-30	\$3,442,500	FY 2038-39	\$4,495,500
FY 2030-31	\$3,546,000	FY 2039-40	\$4,631,445
FY 2031-32	\$3,654,000	FY 2040-41	\$4,770,388
FY 2032-33	\$3,762,000	FY 2041-42	\$4,913,500
FY 2033-34	\$3,874,500	FY 2042-43	\$2,493,057
FY 2034-35	\$3,991,500		

The below table of the fiscal-year RSF Rent costs for Probation's extended term outlined in the Proposed Second Amendment are as follows:

FY 2039-40	\$2,206,528
FY 2040-41	\$4,479,251
FY 2041-42	\$4,613,629
FY 2042-43	\$2,340,905

**REVIEWING AGENCIES:**

Health Care Agency  
Probation

**ATTACHMENT(S):**

Attachment A – Proposed Second Amendment to Lease  
Attachment B – Lease Summary  
Attachment C – Conveyance Questionnaire



# ATTACHMENT A



CEO/ALS/HCA-025-007  
Health Care Agency  
1700 E. Saint. Andrew Place  
Santa Ana, California 92705

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as “**Second Amendment**”) is made \_\_\_\_\_ (“**Effective Date**”), by and between DRAWBRIDGE SAINT ANDREW, 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. County entered into that certain lease agreement dated December 5, 2023, (“**Lease**”) wherein County leases from Lessor approximately 70,462 rentable square feet (“**RSF**”) of office space located at 1700 E. Saint Andrew Pl, in Santa Ana, California 92705 (“**Premises**”) for a term of 180 months for Probation Department services.
- II. The Lease commenced on January 1, 2025, and is set to expire on December 31, 2039.
- III. On August 5, 2025, the Parties executed the First Amendment to Lease to amend Clause 10 (RENT ADJUSTMENT) to reflect amortization of the Pre-Lease Commencement Additional Allowance over the term and modify the application of Abated Rent in connection to the initial tenant improvements (“**First Amendment**”).
- IV. Now, the Parties desire to amend of Lease to expand the Premises into the remaining vacant space in the Building, in two Phases (as defined herein), extend the Term, and update the relevant clauses, as more fully set forth in this Second Amendment.

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:

A. The Building and Probation/Facilities Services Manager definitions are hereby deleted from Clause 1 (DEFINITIONS) and the following definitions shall replace them and any reference to these terms within the Lease:

“**Building**” means the Lessor-owned real property located at 1700 E. Saint Andrew Pl, Santa Ana, California 92705, consisting of the building, and the area within and appurtenant to the building for common use.

“**County/Facilities Services Manager**” means the Manager of Facilities Services, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the Agency Director.”

## ATTACHMENT A

“**Work**” means the alterations, repairs, and other working, including the Initial Expansion Premises Work, Lessor’s Building Work and Expansions Expansion Premises Work, which are completed at Lessor’s expense.

B. Clause 2 (PREMISES) is hereby deleted from the Lease in its entirety and the following clause is substituted:

### “2. PREMISES (1.1 SA)

Lessor leases to County that certain property described in Revised Exhibit A and shown on Revised Exhibit B, which exhibits are attached hereto and by reference made a part hereof, of approximately 170,051 rentable square feet (“**RSF**”) in the Building located at 1700 E. Saint Andrew Place, Santa Ana, California 92705, consisting of: (a) approximately 70,462 RSF, commonly known as Suites 133, 150 & 233 on the first and second floors respectively (“**Initial Premises**”); and (b) approximately 99,589 RSF (“**Expansion Premises**”), comprising of (i) approximately 59,017 RSF on the first and second floors (“**Phase I Expansion Premises**”) and (ii) approximately 40,572 RSF on the third floor (“**Phase II Expansion Premises**”), together with exclusive use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, parking area and facilities, parking spaces, other facilities and common areas appurtenant to the Premises. The term “**Premises**” shall include the Initial Premises and Phase I Expansion Premises (effective as of the Phase I Expansion Premises Commencement Date) and the Phase II Expansion Premises (effective as of the Phase II Expansion Premises Commencement Date).”

C. Clause 4 (PARKING) is hereby deleted from the Agreement in its entirety and the following clause is substituted:

### “4. PARKING (1.3 SA)

Throughout the Term of the Lease and including any Extension Term(s) pursuant to Clause 7 (OPTION TO EXTEND TERM), County shall have the exclusive right, without additional charge, to use the entirety of the parking area, as shown on Revised Exhibit B, consisting of approximately six hundred fifty-six (656) parking spaces in total. County’s use of said parking spaces shall be subject to all reasonable rules and regulations which are prescribed by Lessor from time to time for the efficient operation of the parking areas for the Building and provided to County in writing.

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

D. Clause 6 (TERM) is hereby deleted from the Lease in its entirety and the following clause is substituted:

### “6. TERM (1.5 SA)

The Term of this Lease commenced on January 1, 2025, (“**Commencement Date**”) and will continue in effect until December 31, 2042.”

E. Clause 9 (RENT) is hereby deleted from the Lease in its entirety and the following clause is substituted:

**ATTACHMENT A****“9. RENT (1.8 SA)**

**A. Base Rent:** County agrees to pay to Lessor Rent for the Premises, as a modified gross lease (net of utilities, janitorial, and security), and such Rent shall be automatically adjusted at three percent (3%) annually, pursuant to the Rent Adjustment schedule outlined in Clause 10 (RENT ADJUSTMENT).

To obtain Rent payments, and payment of any amounts hereunder, Lessor (or Lessor’s designee) shall submit to County a written claim for said rent payments, which is attached hereto as Exhibit I, and documentation in a form acceptable to the County/Facilities Services Manager.

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

- A) The first day of the month following the month earned; or
- B) Receipt of Lessor’s written claim by the County/Facilities Services Manager.

Should County occupy the Premises for any period during the Term hereof which is less than one (1) month, Lessor shall be entitled to pro rata rent for the period of occupancy and the amount of space occupied based upon a thirty (30) day month.

**B. Additional Rent:** County shall pay Additional Rent in accordance with this Clause. “**Additional Rent**” consists of additional charges under the Clause 13 (CONSTRUCTION), Clause 17 (COUNTY-REQUESTED ALTERATIONS), Clause 19 (REPAIR, MAINTENANCE, AND JANITORIAL SERVICES) and Clause 20 (UTILITIES) of this Lease.

**C. Abated Rent:** Lessor agrees that County has the right to abate Rent applicable to (A) Phase I Expansion Premises for the initial six (6) months of the Term after the Phase I Expansion Premises Commencement Date, and (B) Phase II Expansion Premises for the initial six (6) months of the Term after the Phase II Expansion Premises Commencement Date (“**Abated Rent**”). County may, at County’s sole discretion, convert all or a portion of the Abated Rent towards the Work, furniture, fixtures, equipment costs, and/or utilize as an additional County Improvement or Moving Allowances towards the Work and any due overages, as outlined in Clause 13 (CONSTRUCTION).”

F. Clause 12 (RIGHT TO EXPAND AND RIGHT OF FIRST REFUSAL) is hereby deleted from the Lease in its entirety.

G. Clause 60 (NOTICES) is hereby deleted from the Lease in its entirety and the following clause is substituted:

**“60. NOTICES (6.7 SA)**

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



## ATTACHMENT A

To: Lessor

Drawbridge Saint Andrew, LLC  
Three Embarcadero Center, Suite 2310  
San Francisco, CA 94111  
Attention: Mike Embree  
Facsimile: (415) 391-4430  
Email: membree@drawbridgerealty.com

with a copy to:

(Courier):  
The Opus Law Firm  
6050 El Tordo  
Rancho Santa Fe, CA 92067  
Attention: Justin White, Esq.  
Email: justin@opus.attorney

(USPS only):  
The Opus Law Firm  
P.O. Box 1502  
Rancho Santa Fe, CA 92067  
Attention: Justin White, Esq.  
Email: justin@opus.attorney

To: County

County of Orange, CEO Real Estate  
400 West Civic Center Drive, 5th Floor  
Santa Ana, CA 92701  
Attention: Chief Real Estate Officer

With a copy to:

County of Orange  
Probation Department  
1055 N. Main St., 5th Floor  
Santa Ana, CA 92701  
Attn: Director, Administrative Services

County of Orange  
Health Care Agency  
405 W. 5<sup>th</sup> Street, Suite 203  
Santa Ana, CA 92701  
Attention: Chief of Administrative Services

County of Orange  
Social Services Agency  
500 N. State College Boulevard, 6th Floor  
Orange, CA 92868  
Attn: Director, Administrative Services

In regards to insurance, Lessor shall ensure that any and all insurance related mail includes the Lease number and project name and Lessor shall mail all insurance certificates and insurance related correspondence to: insurance.ceore@ocgov.com.”

H. Clause 61 (ATTACHMENTS) is hereby deleted from the Lease in its entirety and the following clause is substituted:

### “61. ATTACHMENTS (6.8 S)

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

#### I. EXHIBITS

Revised Exhibit A – Description of Premises  
Revised Exhibit B – Depiction of Premises  
Exhibit C – The Work, County Improvements and Performance Specifications  
Exhibit D – Work Acceptance Letter  
Exhibit E – Form of Subordination, Attornment and Non-Disturbance  
Agreement and Estoppel Certificate  
Revised Exhibit F – Termination Fee Schedule  
Exhibit G – Purchase Price Schedule  
Exhibit H – Form of Purchase and Sale Agreement

## ATTACHMENT A

Exhibit I – Payment Request Form  
 Exhibit J-1 – Expansion Premises Work and Schedule 1 to Work Letter  
 Exhibit J-2 – Expansion Premises Space Plan  
 Exhibit J-3 – Expansion Premises Approved Working Drawings”

I. Clause 63 (RESERVATION OF RIGHTS), is hereby deleted from the Lease in its entirety effective as of the Phase II Expansion Premises Commencement Date.

J. Clause 64 (EXPANSION PREMISES) is hereby added to the Lease in its entirety:

**“64. EXPANSION PREMISES**

County shall expand into the entirety of the Expansion Premises within thirty-six (36) full calendar months following the Effective Date of this Second Amendment.

Lessor hereby agrees to complete, at Lessor’s expense, the construction, alterations, repairs, and other work to the Expansion Premises substantially in accordance with Clause 13 (CONSTRUCTION), and Exhibit J-1, Exhibit J-2, Exhibit J-3 (collectively, Exhibit J), which are attached hereto and by this reference made a part hereof (“**Expansion Premises Work**” or the “**Work**”). Additionally, Lessor shall provide equivalent Allowances to the Expansion Premises Work consistent with Clause 13 (CONSTRUCTION).

The Expansion Premises term shall commence the first day of the first full calendar month following the Final Completion Date for each Phase of the Work, (“**Phase I Expansion Premises Commencement Date**” or “**Phase I CD**” and “**Phase II Expansion Premises Commencement Date** or “**Phase II CD**”, respectively) and shall be coterminous with the Lease Term. The Phase I CD shall be no earlier than November 1, 2026, and no later than January 1, 2027, and in no event shall the Phase I Expansion Premises be less than 59,017 RSF nor exceed 75,000 RSF. County shall identify the demising location between the Phase I and Phase II Expansion Premises no later than the date set forth in Schedule 1 to the Work Letter.

County shall pay Lessor Rent for each Phase of the Expansion Premises at the same rate per square foot as then applicable “**Per Square Foot**” base rent rate defined in Clause 10 (RENT ADJUSTMENT) of the First Amendment commencing of the Phase I CD and Phase II CD, respectively. Should County occupy any portion of the Expansion Premises prior to the Phase I CD and/or Phase II CD, Lessor shall be entitled to prorata rent based on the period of occupancy and the amount of space occupied, consistent with Clause 9 (RENT).”

K. 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 and/or First Amendment not specifically changed by this Second Amendment, shall remain in full force and effect.

*[Next page is signature page.]*

# ATTACHMENT A

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

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By: DocuSigned by:  
Lauren Kramer  
5CE9F49926D24E3...  
Deputy

**LESSOR**

DRAWBRIDGE SAINT ANDREW, LLC  
a Delaware limited liability company

\*\*By: DocuSigned by:  
Charles McEachron, COO  
FBC433472860424...

RECOMMENDED FOR APPROVAL:

HEALTH CARE AGENCY

By: Signed by:  
Lorraine Daniel  
B0245F34CEC941C...  
Assistant Agency Director

RECOMMENDED FOR APPROVAL:

COUNTY EXECUTIVE OFFICE

By: Signed by:  
Steven K. Miller  
739A986E3A144AC...  
Senior Real Estate Manager

\*\*\* Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County: Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer. One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

## ATTACHMENT A

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

**COUNTY**

COUNTY OF ORANGE

Attest:

---

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

---

Chair of the Board of Supervisors  
Orange County, California

## ATTACHMENT A

### REVISED EXHIBIT A

#### DESCRIPTION OF PREMISES

PROJECT NO: CEO/ALS/HCA-025-007  
PROJECT: 1700 E. Saint Andrew Place, Santa Ana

DATE: October 6, 2025

All the Premises described in this Revised Exhibit A and shown on Revised Exhibit B, which exhibits are attached hereto and by reference made a part hereof, of approximately 170,051 rentable square feet (“**RSF**”) in the Building located at 1700 E. Saint Andrew Place, Santa Ana, California 92705, consisting of: (a) approximately 70,462 RSF, commonly known as Suites 133, 150 & 233 on the first and second floors respectively (“**Initial Premises**”); and (b) approximately 99,589 RSF (“**Expansion Premises**”), comprising of (i) approximately 59,017 RSF on the first and second floors (“**Phase I Expansion Premises**”) and (ii) approximately 40,572 RSF on the third floor (“**Phase II Expansion Premises**”), together with exclusive use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, parking area and facilities, parking spaces, other facilities and common areas appurtenant to the Premises.

**NOT TO BE RECORDED**

## ATTACHMENT A

### REVISED EXHIBIT B

### DEPICTION OF PREMISES



Site Address

**1700 E SAINT ANDREW PL SANTA ANA,  
CA 92705**

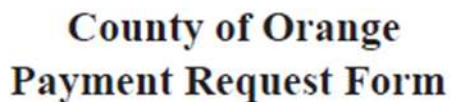
Master Parcel No.

**403-071-28**

**ATTACHMENT A****REVISED EXHIBIT F****TERMINATION FEE SCHEDULE**

<b>Termination Calculation</b>					
	<b>Initial Premises</b>	<b>Initial Premises Extension</b>	<b>Phase I Expansion</b>	<b>Phase II Expansion</b>	<b>Entire Premises</b>
Rentable Area	70,462 rsf	70,462 rsf	59,017 rsf	40,572 rsf	170,051 rsf
Lease Commencement Date	1/1/2025	1/1/2040	11/1/2026 est.	11/1/2029 est.	
Lease Expiration Date	12/31/2039	12/31/2042	12/31/2042	12/31/2042	12/31/2042
Lease Term (months)	180 months	36 months	194 months est.	158 months est.	
Amortization Term	180 months	216 months	194 months est.	158 months est.	
Surrender Option (Month)	Month 126	Month 126	104 months est.	68 months est.	
<b>Surrender Option (Date)</b>	<b>6/30/2035</b>	<b>6/30/2050</b>	<b>6/30/2035</b>	<b>6/30/2035</b>	<b>6/30/2035</b>
Tenant Improvement Allowance (\$125/rsf)	\$8,807,750	\$0	\$7,377,125	\$5,071,500	\$21,256,375
Unamortized Amount @ 8.0%	<b>\$3,747,729</b>	<b>\$0</b>	<b>\$4,583,248</b>	<b>\$3,511,746</b>	<b>\$11,842,723</b>
Total Leasing Commissions	\$1,798,784	\$886,620	\$1,659,340	\$1,117,776	\$5,462,520
Unamortized Amount @ 8.0%	<b>\$765,389</b>	<b>\$523,748</b>	<b>\$1,030,912</b>	<b>\$774,001</b>	<b>\$3,094,049</b>
<b>Total Termination Penalty</b>	<b>\$4,513,118</b>	<b>\$523,748</b>	<b>\$5,614,160</b>	<b>\$4,285,747</b>	<b>\$14,936,772</b>

## PAYMENT REQUEST FORM



PAYMENT REQUEST OF	
NAME - PLEASE PRINT OR TYPE	
DBA (DOING BUSINESS AS) - PLEASE PRINT OR TYPE	
STREET ADDRESS	
3	
CITY AND ZIP CODE	
5	
TAXPAYER IDENTIFICATION NUMBER	

Minute Order Date _____	County Ordinance No. _____	Vendor/ Customer # _____
Board Resolution # _____	Encumbrance No. _____	Other _____

[illegible][illegible]

DATE \_\_\_\_\_



**ATTACHMENT A****EXHIBIT J-1****EXPANSION PREMISES WORK AND SCHEDULE 1 WORK LETTER  
COUNTY IMPROVEMENTS AND PERFORMANCE SPECIFICATIONS**

This Work Letter shall supplement the terms and conditions relating to the construction of the Work in the Expansion Premises as set forth in Clause 13 (CONSTRUCTION) of the Lease. If any conflict shall arise between this Exhibit C and the Lease, the terms and conditions of the Lease shall prevail. This Work Letter is essentially organized chronologically and addresses the issues of the construction, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Work Letter to Clauses or Sections of “this Lease” or “the Lease” shall mean the relevant portion of Clauses 1 through 64 of the Lease to which this Work Letter is attached as Exhibit J and of which this Work Letter forms a part, and all references in this Work Letter to Sections of “this Work Letter” shall mean the relevant portion of Sections 1 through 8 of this Work Letter. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

**SECTION 1. - CONSTRUCTION DRAWINGS FOR THE EXPANSION PREMISES WORK**

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

**Final Working Drawings.** Lessor and its architect and engineers shall complete the architectural and engineering drawings for the Expansion Premises Work. The final architectural working drawings shall be in a form which is complete to allow subcontractors to bid on the Expansion Premises Work and to obtain all applicable permits (collectively, the “**Final Working Drawings**”) and shall submit the same to County for County’s approval, such approval not to be unreasonably withheld, conditioned or delayed. County shall approve or reasonably disapprove any draft of the Final Working Drawings within seven (7) business days after County’s receipt thereof; provided, however, that (i) County shall not be entitled to disapprove any portion, component or aspect of the Final Working Drawings which are consistent with the Final Space Plan unless (a) County agrees to pay for the additional cost (if any) resulting from such change in the Final Space Plan as part of the over-allowance amount pursuant to Section 2 below, and (b) County agrees that any such delays caused by such change(s) shall be deemed a delay caused by the County for all purposes of this Work Letter, Schedule 1 attached hereto and the Lease, and (ii) any disapproval of the Final Working Drawings by County shall be accompanied by a detailed written explanation of the reasons for County’s disapproval. Failure of County to reasonably disapprove any draft of the Final Working Drawings within

## ATTACHMENT A

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

**Bidding.** Lessor shall construct the Work in accordance with the plans prepared by County's architect and approved by Lessor in accordance with the Design Problem criteria (anything that adversely affects the structural, mechanical, electrical or fire life-safety systems of the Building). Lessor's contractor shall be the contractor selected pursuant to a procedure whereby the final plans and a construction contract approved by County are submitted to three (3) contractors mutually agreed to by Lessor and County (all of which must have a reputation for quality work, timely performance and integrity). Each of the three (3) contractors shall submit to Lessor a fixed price contract bid to construct the Work. Lessor and County, after adjustments for the inconsistent assumptions to reflect an "apples to apples" comparison, shall select the lowest price bidder and such contractor with the lowest priced bid shall enter into a construction contract with Lessor consistent with the terms of the bid to construct the Work.

### **SECTION 2. – LESSOR'S BUILDING WORK**

Lessor shall, at Lessor's sole cost and expense (irrespective of the allowances defined above), be responsible for all the Building systems being in good working order and shall return the Building to a warm shell condition, County-identified existing improvements removed and demised, and to complete certain lobby, corridor, and common area restrooms with building standard ("**Lessor's Building Work**").

The above defined "Lessor's Building Work" shall be completed concurrently with the Work and is anticipated to be completed on or before November 1, 2026.

### **SECTION 3. - TIME DEADLINES (AS DEFINED IN SCHEDULE 1)**

County shall use its good faith efforts and due diligence to cooperate with the Lessor, its architect, and the engineers to complete all phases of the construction drawings and the permitting process and to receive the Permits, and with Contractor (as defined below in Section 4) as soon as possible after the execution of the lease, and, in that regard, shall meet with Lessor on a scheduled basis to be determined by Lessor, to discuss

## ATTACHMENT A

the progress in connection with the same. The applicable dates for approval of items, plans and drawings as described in this Section 1, above, and in this Work Letter are set forth and further elaborated upon in Schedule 1 attached hereto.

### **SECTION 4. - CONTRACTOR'S WARRANTIES AND GUARANTIES**

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

### **SECTION 5. - COUNTY'S COVENANTS**

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

### **SECTION 7. - MISCELLANEOUS**

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

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

## ATTACHMENT A

### **SECTION 8. - SCHEDULE 1 TO WORK LETTER**

Second Amendment Execution

October 28, 2025

Space Plan delineating the demising location between Phase I and

November 20, 2025

Phase II Expansion Premises

Design and Construction Drawings

February 1, 2026

Plan Check/Permit Approval

April 1, 2026

Construction Commencement and Building Work

May 1, 2026

Phase Substantial Completion Date

November 1, 2026

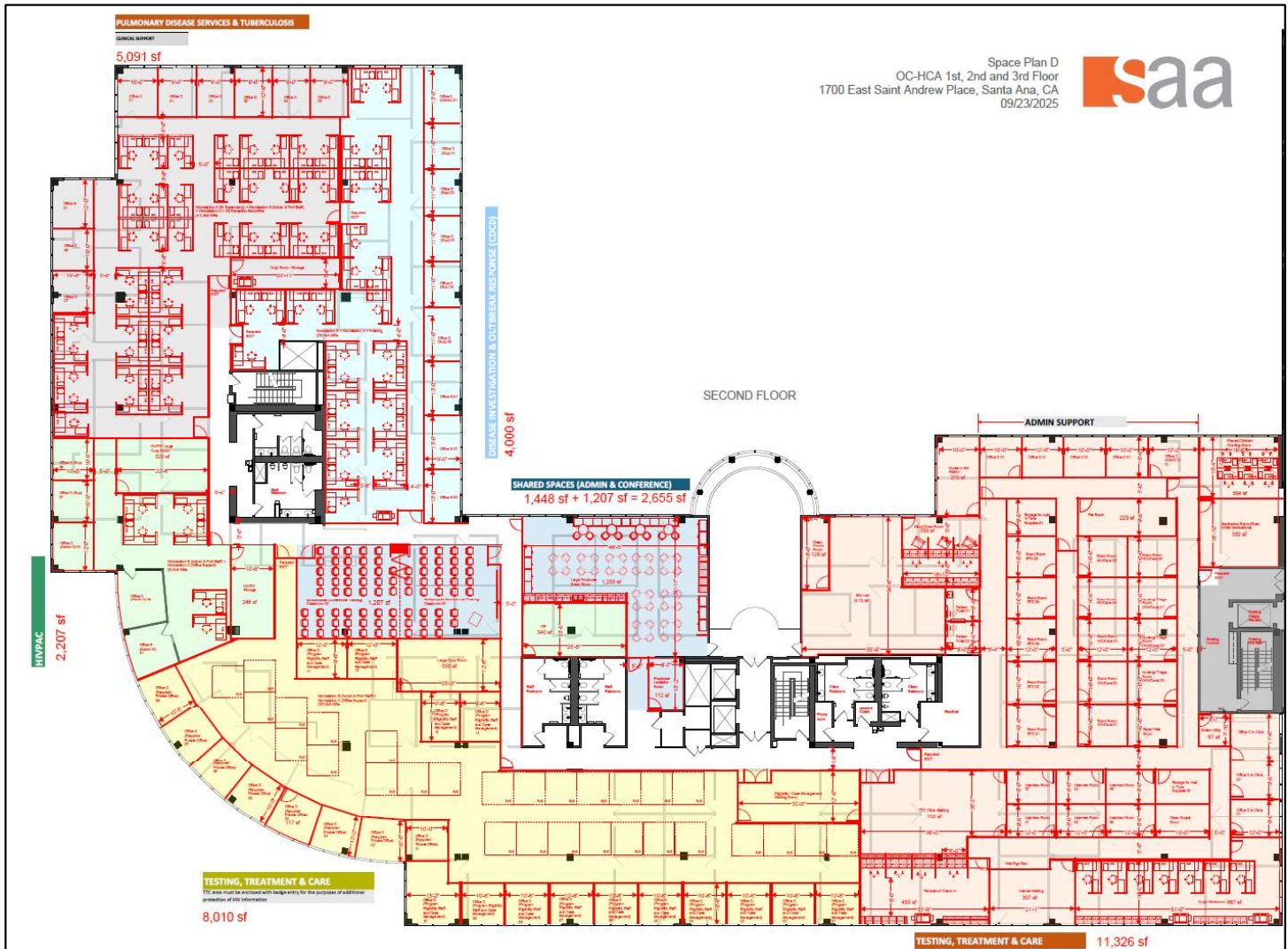
## EXPANSION PREMISES SPACE PLAN



# ATTACHMENT A

## EXHIBIT J-2 (continued)

### EXPANSION PREMISES SPACE PLAN



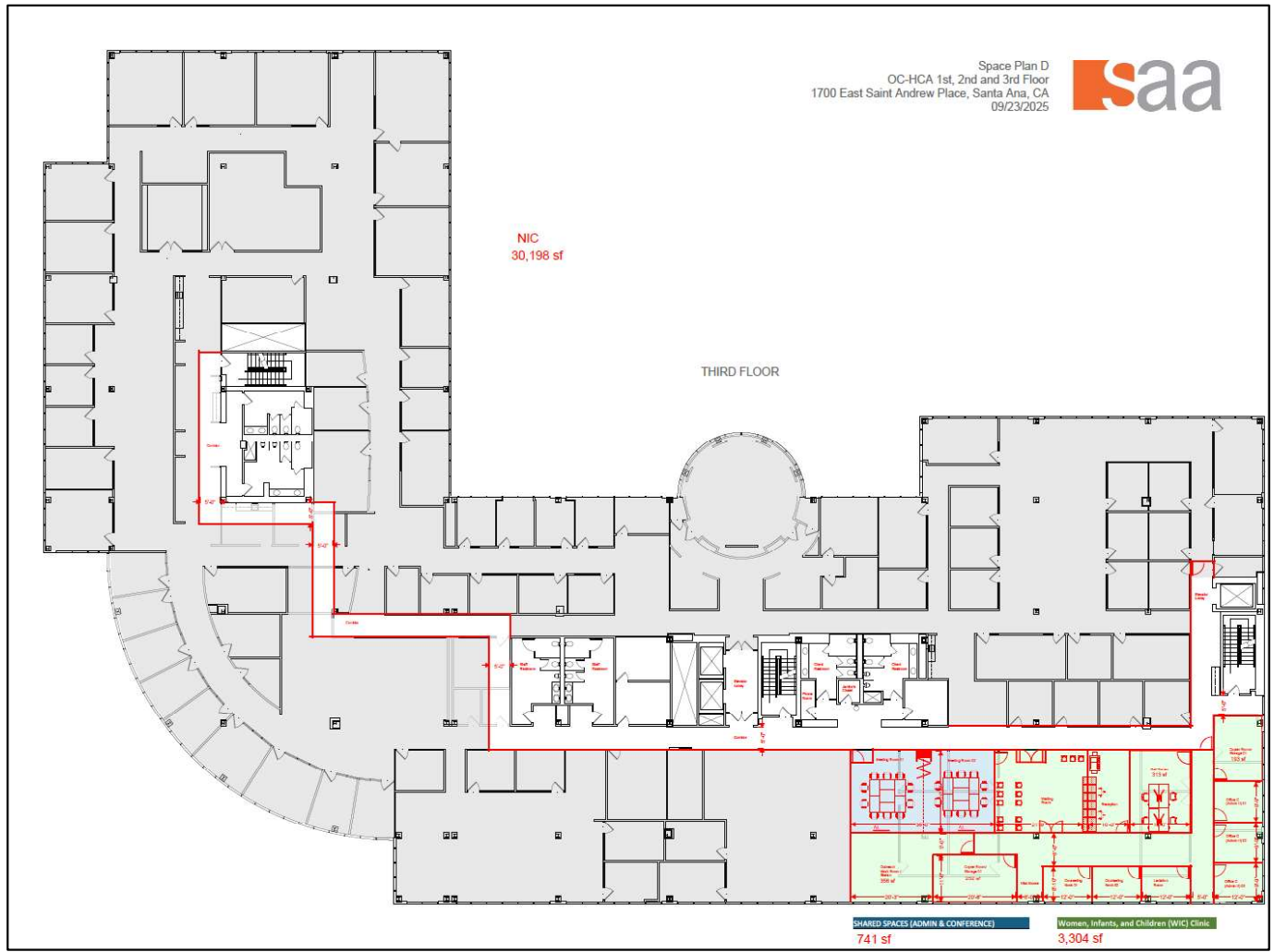
## Second Floor



# ATTACHMENT A

## EXHIBIT J-2 (continued)

### EXPANSION PREMISES SPACE PLAN



### Third Floor

## **ATTACHMENT A**

### **EXHIBIT J-3**

#### **EXPANSION PREMISES APPROVED WORKING DRAWINGS**

Approved Working Drawings to be completed consistent with Exhibit J  
and to be attached upon completion and approval

## **ATTACHMENT B**

### **SUMMARY OF LEASE**

#### **LESSOR**

Drawbridge Saint Andrew, LLC a Delaware limited liability company

#### **LESSEE**

County of Orange

#### **BUILDING**

1700 East Saint Andrew Place, Santa Ana, California, consisting of 170,051 rentable square feet.

#### **INITIAL PREMISES**

Probation occupies approximately 70,462 RSF, commonly known as Suites 133, 150 & 233 on the first and second floors respectively (**Initial Premises**).

#### **EXPANSION PREMISES**

Approximately 99,589 RSF (**Expansion Premises**), comprising of:

- (i) approximately 59,017 RSF on the first and second floors (**Phase I Expansion Premises**)
- (ii) approximately 40,572 RSF on the third floor (**Phase II Expansion Premises**).

#### **PARKING**

Total of six hundred fifty-six (656) parking spaces.

#### **TERM**

The Term of this Lease commenced on January 1, 2025, (**Commencement Date**) and will continue in effect until December 31, 2042.

#### **OPTION TO EXTEND**

Two (2) five (5) year periods.

#### **RENT**

\$3.45 per rentable square foot per month, based on a November 1, 2026 commencement date, modified gross (net of utilities, janitorial, and security). Base rent will increase by three percent (3%) annually.

#### **ABATED RENT**

Lessor will provide County with six (6) months of free base rent for each phase of the expansion. County, at County's sole discretion, will have the ability to convert the Abated Rent to cash to be used toward FF&E, cabling, and any other move-related expense.

#### **TENANT IMPROVEMENT ALLOWANCE**

Lessor will complete tenant improvements to the Expansion Premises in accordance with Clause 13 (CONSTRUCTION) of the Lease and Exhibit J. Additionally, Lessor will provide equivalent allowances to the Expansion Premises Work consistent with Clause 13 (CONSTRUCTION) including \$100 per RSF to be used toward construction improvements, \$25 per RSF moving allowance towards furniture, fixtures and equipment (FF&E), relocation costs, cabling and telecommunications with the ability to amortize up to an additional \$25 per RSF over the New Term at an interest rate of eight percent.

## ATTACHMENT B

### EXPANSION PREMISES

The Expansion Premises term will commence the first day of the first full calendar month following the Final Completion Date for each Phase of the Work, (Phase I Expansion Premises Commencement Date or Phase I CD and Phase II Expansion Premises Commencement Date or Phase II CD, respectively) and will be coterminous with the Lease Term. The Phase I CD will be no earlier than November 1, 2026, and no later than January 1, 2027, and in no event will the Phase I Expansion Premises be less than 59,017 RSF nor exceed 75,000 RSF. County will identify the demising location between the Phase I and Phase II Expansion Premises no later than the date set forth in Schedule 1 to the Work Letter.

County will pay Lessor Rent for each Phase of the Expansion Premises at the same rate per square foot as then applicable "Per Square Foot" base rent rate defined in Clause 10 (RENT ADJUSTMENT) of the First Amendment commencing of the Phase I CD and Phase II CD, respectively. Should County occupy any portion of the Expansion Premises prior to the Phase I CD and/or Phase II CD, Lessor will be entitled to prorata rent based on the period of occupancy and the amount of space occupied, consistent with Clause 9 (RENT).

County will expand into the entirety of the Expansion Premises within thirty-six (36) full calendar months following the Effective Date of this Second Amendment.

### RIGHT TO PURCHASE

The County also maintains a right to purchase the Building at a fixed purchase price through May 31, 2029, consistent with the terms of the Lease. The County will have the right to apply any unused allowances towards the purchase price of the Building. The purchase price is further highlighted below:

<b><u>Purchase Date</u></b>	<b><u>Price per RSF</u></b>	<b><u>Purchase Price</u></b>
Prior to 5/31/2025	\$450.00 starting fixed price	\$77,100,000
6/1/2025 - 5/31/2026	\$463.51	\$79,413,000
6/1/2026 - 5/31/2027	\$477.41	\$81,795,390
6/1/2027 - 5/31/2028	\$491.74	\$84,249,252
6/1/2028 - 5/31/2029	\$506.49	\$86,776,729

### RIGHT OF FIRST OFFER TO PURCHASE

The County has the ongoing right of first offer to purchase the Building. The ROFO is structured as follows: Landlord will inform County that it intends to market the building for sale. County will have fifteen (15) business days to submit a purchase offer to Landlord for the entirety of the building that Landlord intends to sell. Landlord may accept the offer or advance to a sale process in which Landlord may transact with a third party. If the third party's purchase price terms are more than five percent (5%) more favorable to buyer than County's offer terms, County will have a 'second look' and provide notice within ten (10) business days of its intent to purchase the Building. If County does not timely notice Landlord, Landlord may sell the building to a third party. If the third party offer terms are not more than five percent (5%) more favorable than County's original offer, then Lessor will sell to County at its original purchase offer price.

### ALTERATIONS

County may make improvements and changes in the Premises, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by the County in its discretion following the prior written notice to Lessor; provided, however that if such improvements or changes affect the common Building systems, the structural portions of the Building, or can be seen from the exterior of the Premises, then County will obtain the prior written consent of Lessor (which will not be unreasonably withheld, conditioned or delayed) prior to the performance of the same.

## **ATTACHMENT B**

### **COUNTY-REQUESTED ALTERATIONS OR ADDITIONAL SERVICES**

County may, during the Term of the Lease, request Lessor to make improvements and changes to the Premises as well as request to complete Additional Services to the Premises. All such improvements, changes and any Additional Services requested by County will be made by Lessor, at Lessor's sole cost, and will be reimbursed in a lump sum as Additional Rent by County upon receipt by County from Lessor of a written claim for such reimbursement.

### **HOLDING OVER**

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

## ATTACHMENT C

### Real Property Conveyance Questionnaire\* for ASR

(\*Applies to sale, lease, license, or easement of County or District owned assets)

#### Instructions:

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

1. What property interest is being considered for conveyance (e.g. fee, lease, license, easement)?  
Lease Agreement for the property located at 1700 East Saint Andrews Place, Santa Ana.
  - a) Why is this property being considered for lease, license, sale or other conveyance? This is a relocation and expansion for Health Care Agency (HCA), while evaluating responses to Request for Proposal redevelopment of the County-owned property at 1725 W. 17<sup>th</sup> Street in Santa Ana.
  - b) How and who identified this property as a potential conveyance? HCA and CEO Real Estate worked with Jones Lang LaSalle in the identification and lease negotiation of this property.
  - c) What factors are key in recommending this property for conveyance? HCA is in need of additional office space and will be paying the same rent per square foot at the existing lease rate that Probation is currently paying.
  - d) How does the proposed conveyance fit into the County's/District's strategic or general plan? The proposed conveyance is a great location for HCA to serve the public in Santa Ana.
  - e) What are the short and long term anticipated uses of the property? The new Lease Term will expire December 31, 2042 with two (2) five (5) year options to extend.
- a) Are there any limitations on the use of the property in the conveyance documents? The County will use the property for HCA general use or any other lawful purpose.
  - a) Have there been any internally or externally prepared reports regarding this property conveyance? Yes, Costar property searches were performed.
  - b) Who performed the analysis? Our partnering RE brokerage, Jones Lang LaSalle.
  - c) Provide details about the analysis and cost/benefit comparison. 1700 East Saint Andrews Place was determined to be the best option for HCA.
2. How was the conveyance price, or lease/license rent, determined? Fair market value.
  - a) Who performed the appraisal or market study and what certifications do they possess? Our partnering RE brokerage, Jones Lang LaSalle.
  - b) How does the price/rent compare with comparable properties? The rent is consistent with similar Santa Ana properties.
  - c) Does the setting of the price/rent follow industry standards and best practices? Yes.
  - d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable. County is responsible for utilities and janitorial.
3. What additional post-conveyance remodeling or upgrade costs will be needed for the property to meet its intended use? N/A.
  - a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? N/A
  - b) Include estimates of the costs. N/A



## ATTACHMENT C

- c) What entity will be responsible for the costs? N/A
4. Can the County terminate the sale/easement, lease/license? Yes.
- a) What would be necessary to terminate the agreement and when can it be terminated? County may terminate the lease at any time after the 120<sup>th</sup> month with at least 12 months written notice and a cancellation fee equal to free rent plus unamortized tenant improvements and brokerage commissions at 8%.
- b) Are there penalties to terminate the sale/easement, lease/license? Yes, see above.
5. What entity will be responsible for the payment(s)? HCA.
- a) How will the funds received be used or applied? Monthly rental payments.
- b) What fund number will the funds from the conveyance ultimately be deposited into? N/A.
- c) If restricted funds might be created or supplemented, check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.)
- d) If restricted funds might be created or supplemented, has County Counsel advised that the destination fund for the payment(s) is properly restricted? N/A.
6. Does the proposed sale/easement, lease/license agreement comply with the CEO Real Estate standard language? Yes.
- a) List any modified clauses and reasons for modification.
- Clause 12 – Right to Expand and Right to First Refusal
- Clause 13 – Construction
- Clause 16 – Alterations and Surrender
- Clause 17 – County Requested Alterations
- Clause 19 – Repair and Maintenance Services
- Clause 20 – Utilities
- Clause 31 – Debt Limit
- Clause 32 – County Property
- Clause 34 – Signage
- Clause 37 – Successors in Interest
- Clause 55 – Destruction of or Damage to Premises
- Clause 58 – Right to Purchase
- Clause 59 – Right of First Offer to Purchase the Building
- Clause 62 – Counterparts
- Clause 63 – Reservation of Rights
7. If this is a lease, is it a straight lease, an operating agreement, a lease with an option to purchase, or a capital lease (see details below)? Lease with an option to purchase.

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

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

## ATTACHMENT C

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

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



RECEIVED

2025 OCT 24 AM 10:12

CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

**MEMORANDUM**

To: Chairman Chaffee, Fourth District  
From: Supervisor Vicente Sarmiento, Second District  
Date: October 24, 2025

*Day Chaffee*

*Vicente Sarmiento*

**RE: Add Supplemental Item for October 28, 2025 Board of Supervisors Meeting**

*526F*

Please add this as a supplemental item for the October 28, 2025, Board of Supervisors meeting:

Approve the sponsorship of the following nonprofit entities from the Second District events funds:

- Assistance League of Santa Ana - \$1,500
- Lestonnac Free Clinic - \$10,000
- El Centro Cultural de Mexico - \$1,000
- Higher Grounds Youth and Family Services - \$1,000

Recommended Actions:

1. Approve the addition or revisions of events to the FY 2025-26 County Event Calendar, as set forth in Attachment A, and per Government Code Section 26227, find that the events therein will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.
2. Authorize Auditor-Controller to make related payments.

**County Event Calendar  
FY 25-26 Events**

Date	Department	Event	Awards to Nonprofits and Community Organizations	Not to Exceed Amount	Location	Organizer	Other County Participants
October 2025	BOS-2	Various Holiday Events	Assistance League of Santa Ana	\$1,500	Santa Ana	N/A	N/A
October 2025	BOS-2	Respirator Mask Program	Lestonnac Free Clinic	\$10,000	Orange	N/A	N/A
October 2025	BOS-2	Dia de Los Muertos	El Centro Cultural de Mexico	\$1,000	Santa Ana	N/A	N/A
October 2025	BOS-2	Snow Day/Christmas Party	Higher Ground Youth and Family Services	\$1,000	Yorba Linda	Jordan Barrera	N/A

**Glossary of Acronyms**

BOS-1	Board of Supervisors District 1
BOS-2	Board of Supervisors District 2
BOS-3	Board of Supervisors District 3
BOS-4	Board of Supervisors District 4
BOS-5	Board of Supervisors District 5
TBA	To Be Announced
TBD	To Be Determined
N/A	Not Applicable



## MEMORANDUM

To: Clerk of the Board

From: Chair Chaffee, District Four Office

*Day Chaffee*

Date: October 24, 2025

**RE: Items for October 28, 2025, Board of Supervisors Meeting**

*5266*

Please add this as a supplemental item for the October 28, 2025, Board of Supervisors meeting:

Approve the sponsorship of the following nonprofit entities from the Fourth District events funds:

- United Across Borders Foundation - \$5,000

Recommended Actions:

1. Approve the addition or revisions of events to the FY 2025-26 County Event Calendar, as set forth in Attachment A, and per Government Code Section 26227, find that the events therein will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.

2. Authorize Auditor-Controller to make related payments.

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2025 OCT 24 AM 10:46  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS



**County Event Calendar  
FY 25-26 Events**

Date	Department	Event	Awards to Nonprofits and Community Organizations	Not to Exceed Amount	Location	Organizer	Other County Participants
TBD	BOS-4	District 4 Holiday Toy Giveaway Event	United Across Borders Foundation	\$ 5,000	Anaheim	Various	TBD

**Glossary of Acronyms**

BOS-1	Board of Supervisors District 1
BOS-2	Board of Supervisors District 2
BOS-3	Board of Supervisors District 3
BOS-4	Board of Supervisors District 4
BOS-5	Board of Supervisors District 5
TBA	To Be Announced
TBD	To Be Determined
N/A	Not Applicable



**County Executive Office**  
**Memorandum**

October 16, 2025


To: Clerk of the Board of Supervisors

From:

  
Jamie Newton, Chief Human Resources Officer

Digitally signed by  
Michelle Aguirre  
Date: 2025.10.16  
14:19:16 -07'00'

Concur:

  
Michelle Aguirre, County Executive Officer

Subject: Request for a Supplemental Closed Session for October 28, 2025

RECEIVED  
2025 OCT 16 PM 2:48  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

SCS2

Human Resource Services requests a Supplemental Closed Session item on October 28, 2025, Board of Supervisors Meeting pursuant to Government Code Section 54957(b) regarding Public Employee Performance Evaluation:

RECOMMENDED ACTION: Conduct Closed Session

Accordingly, please prepare the Agenda item to read:

Human Resource Services - "PUBLIC EMPLOYEE PERFORMANCE EVALUATION" - Pursuant to Government Code Section 54957(b).

Title: Director of Office of Independent Review

Recommended Action: Conduct Closed Session.

Thank you.

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





County Executive Office  
Memorandum

RECEIVED

2025 OCT 17 AM 9:27

CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

October 16, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

*MAguirre*

Digitally signed by  
Michelle Aguirre  
Date: 2025.10.16  
14:30:22 -07'00'

Subject: Request for Supplemental Closed Session on October 28, 2025

5053

Accordingly, please prepare the Agenda item to read:

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR** – County Executive Office requests a Closed Session pursuant to Government Code Section 54956.8, to confer with its real property negotiator.

Property Location: Northwest Full-Service Fixed Base Operator Leasehold at John Wayne Airport, 361 Paularino Avenue, Costa Mesa, CA, 92626

County Negotiator: Charlene Reynolds, Director, John Wayne Airport

Negotiating Party: Clay Lacy Aviation

Under Negotiation: Terms and Value of Lease and Lease Amendment

**Recommended Action: Conduct Closed Session**

cc: Members, Board of Supervisors  
Chief Executives  
Leon J. Page, County Counsel



LEON J. PAGE  
COUNTY COUNSEL

RECEIVED  
2025 OCT 22 AM 11:38  
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.oc.gov](mailto:leon.page@coco.oc.gov)

Agenda Item No. SCS- 4  
October 28, 2025

MEMORANDUM

October 22, 2025

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, October 28, 2025, 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: *Christopher Emerson v. County of Orange*,  
WCAB Case: ADJ11574977; ADJ UNASSIGNED.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:mjf

cc: Members of the Board of Supervisors  
Michelle Aguirre, CEO